

AGREEMENT

between

THE CITY OF NEW BRUNSWICK

and

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 23, INC.

JANUARY 1, 2002

THROUGH

DECEMBER 31, 2005

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AGREEMENT, made this                    day of                    , 2002 by and between, the City of New Brunswick, Middlesex County, New Jersey, hereinafter referred to as the "City", and the Policemen's Benevolent Association Local No. 23, Inc., hereinafter referred to as the "Employee"

## ARTICLE I

### Purpose

It is the purpose of this agreement to promote and insure harmonious relations, cooperation and understanding between the City of New Brunswick and the Policemen's Benevolent Association Local No. 23, Inc., and to insure sincere bargaining, establish proper standards of salary, working conditions, hours and other conditions of employment; to present the rights and duties of the City and of the Employee; to provide for the resolving of legitimate grievances all in order that proper service shall be expedited and established in the best interest of the people of the City of New Brunswick and its Employees. The continuous efficiency and excellence of the Police Department shall be considered foremost at all times by both parties of this agreement.

## ARTICLE II

### Recognition

The City recognizes the Policemen's Benevolent Association Local No. 23, Inc. as the exclusive collective bargaining representative for New Brunswick's Police Officers, it being agreed that this bargaining unit includes members of the Policemen's Benevolent Association Local No. 23 having the

rank of Police Officer only. This article does not apply to the ranks of Sergeant, Lieutenant, and Captain.

### ARTICLE III

#### Duration of Agreement

The City and the Employees agree that the duration of this agreement shall be for a period of four (4) years commencing January 1, 2002 and ending December 31, 2005.

### ARTICLE IV

#### Discrimination

The City and the Employees both recognize that there shall be no discrimination by reason of sex, age, creed, race, origin as far as any application for employment or job or as a condition for employment. This City further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Policemen's Benevolent Association Local No. 23 nor will the City encourage membership in any other association or union or do anything to interfere with the exclusive representatives of the City in the appropriate bargaining unit.

### ARTICLE V

#### Standards of Service

It is the right of the City to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees; schedule work; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the efficiency of its operation; determine the methods,

means and personnel by which its operations are to be conducted; determine the content of the job classifications; take all necessary actions to carry out its missions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City's decision on those matters are not within the scope of collective bargaining, but notwithstanding the above, questions concerning the practical impact that decisions on these matters have on employees, such as questions of workload or manning are within the scope of collective bargaining. However, no employee shall be disciplined or discharged without just cause.

## ARTICLE VI

### Sick Time

#### Section 1. Sick Leave.

Each member shall be granted ten hours of sick time per month for a total of 120 hours per year up to the time of commencement of terminal leave (see Section 4 below). Unused sick time shall be cumulative up to the level of 1400 hours for purposes of "terminal leave". Such accumulation shall be known as "regular accumulated sick leave". The PBA and the City will mutually establish accumulated levels of sick leave time as of December 31, 1988. Any member having an accumulation of sick leave in excess of 1400 hours as of December 31, 1988, shall be "red-circled" or "capped" at such accumulation. Thereafter, sick time accumulation shall be handled in the following manner:

a. At the end of each calendar year, each member shall make an election to accumulate the unused portion of

his/her annual sick leave allotment for use as "excess accumulated sick leave", or receive payment for one-half of the unused portion with the other one-half being banked for future use as excess accumulated sick leave. Members who have not yet accumulated 1400 hours of regular accumulated sick leave time will have his/her entire unused allotment of sick time accrue as regular accumulated sick time. If, through the use of regular accumulated sick leave, a member's level has dropped below 1400 hours or capped totals as of December 31, 1988, his/her unused sick leave will accrue as regular accumulated sick leave until the level of 1400 hours or capped total as of December 31, 1988 is once again established at which time he/she shall once again use the election process mentioned earlier.

b. Members shall be compensated for ordinary short-term illness or injury (not meeting the criteria as established in Article VI, Section 3 Major Illness) by charging such time against excess accumulated sick leave. If insufficient excess accumulated sick time is not available, members may use regular accumulated sick leave. If such use reduces levels below 175 days (the equivalent of 1400 hours) or the capped total as of December 31, 1988, such levels may be re-established by accruing unused sick leave time each year until previous levels (1400 hours or capped) of regular accumulated sick leave are attained.

c. At the City's option, a member may sell back accumulated, unused sick leave time at 75% of the employee's current rate of pay. This program shall be initiated, if at

all, solely at the City's discretion on or about 1 November of each calendar year.

d. Any member of the Department who reports in for duty and subsequently reports off duty due to illness within four hours from shift start will be charged against sick time only those hours actually not worked. Members who report off sick after this four hour limit will not lose any sick time.

e. Whenever certification of illness is required to be made by the City appointed physician under the terms of this Article, said physician's decision shall be final.

Section 2. Service Connected Disabilities.

Service connected disabilities shall be treated in the following manner:

a. Members who are injured while in the performance of duty or who sustain an illness directly related to the performance of duty, will be qualified under the provisions of the Worker's Compensation Act of N.J., but will receive full pay and associated benefits for up to one year.

b. Such time will not be chargeable under sick time regulations.

c. Any service connected disability may be verified by police reports and/or verified by the City appointed physician or Worker's Compensation Panel physicians if required by the City.

d. Any Worker's Compensation checks received by members during this one-year period shall be endorsed over to the City by the member.



e. If the member is judged by the City physician or Worker's Compensation physician to be able to perform light duty, the member will report for light duty or incur a loss of benefits under this section.

Section 3. Major Illness.

Major illness is defined as an illness or injury which is not service related and which requires hospitalization for six (6) or more days, or non-elective surgery, or an ailment or contagious disease requiring a leave of thirty (30) or more days which would render a member unfit for light duty.

a. Any member who is not working due to a major illness as defined above for a period of one (1) year, will not be charged sick time.

b. Members who suffer a major illness, as defined above, shall request as soon as possible, a letter from the attending physician, indicating the type of illness or injury and recommended recuperative time. This letter shall be sent to the Chief/Director of Police.

c. Verification of the recommended recuperative time must be made by a City appointed physician, and when the recuperative time is completed, the officer shall return to duty. An officer failing to return to duty after completion of such recuperative time shall have sick time deducted for each day he/she fails to return to duty. A case may be re-evaluated by a City appointed physician every thirty (30) calendar days. If a third medical opinion is necessary, it is to be paid by the City.

d. The employee shall receive full pay during the periods of major illness as defined above.

e. Notwithstanding the above, effective upon the execution of this Agreement, the first ten (10) days of a leave of absence due to major illness, subject to a maximum charge of ten (10) days in any one (1) year period, will be charged to sick time banks.

f. Upon the execution of this Agreement, the definition of major illness shall recognize a disability phase of pregnancy during which individuals will be entitled to the benefits of the Agreement's Major Illness provision. Major illness shall include a period of absence due to pregnancy or medical conditions related to pregnancy or delivery where the absence is for ten (10) or more days.

#### Section 4. Light Duty.

a. Light Duty is defined as any duty which may be required of an officer which will not exceed his/her physical limitations, as imposed by illness or injury.

b. An officer placed on light duty may refrain from wearing the uniform and may wear proper civilian attire until the light duty assignment has been concluded.

#### Section 5. Terminal Leave.

Upon the establishment of a retirement date and eligibility for retirement, members shall be entitled to payment for regular accumulated sick time, if termination occurs while in good standing, at a daily rate equal to the salary of said member at

the commencement of terminal leave. Such payment shall be known as "terminal leave" and shall be paid as follows:

a. Members will receive payment for one-half of the total amount of regular accumulated sick leave in regular payroll increments until one-half of the total regular accumulated sick leave has been paid.

b. Payment for the other one-half of the total amount of regular accumulated sick leave shall be made by lump sum on the day of termination of employment or the end of the nearest pay period thereafter.

c. The heirs, assigns or designees of a member whose employment is terminated by death, while in good standing, shall receive the payments as set forth in Section 5, paragraphs (a) and (b) of this Article or paragraph d, whichever applies.

d. The following conditions shall apply to members hired after 1 November 1990: These members shall be entitled to receive the value of accumulated unused sick leave up to a maximum of 481 hours calculated at the member's hourly rate. The hourly rate will be calculated by adding the officer's base salary plus any longevity benefit and then dividing this number by 2080, the number of hours worked annually. Terminal leave may be taken in a lump sum payment at retirement.

#### Section 6. Disability Retirement.

Members who retire under a disability retirement within the meaning of the Police and Firemen's Retirement System shall receive payments in accordance with Section 5, paragraphs (a) and (b) of this Article.

Section 7. Deferred Retirement.

Members severing service to the New Brunswick Police Department after not less than ten years continuous police service to the City of New Brunswick shall receive payment for one-half of the total amount of regular accumulated sick leave, if termination occurs while in good standing, at a rate equal to the salary of said member at the commencement of terminal leave. Such payment shall be made in regular payroll increments until one-half of the total regular accumulated sick leave has been paid. Payment for the other one-half of the total amount of regular accumulated sick leave shall be made by lump sum payment on the day of termination of employment or the end of the nearest pay period thereafter.

ARTICLE VII

Bereavement

Any employee suffering bereavement by reason of death in his family as defined in Chapter 5 of the General Ordinances of the City of New Brunswick, shall receive up to three (3) working days off with pay for the purpose of attending the funeral or arranging for his personal affairs. In special situations where the request is reasonable, such time may be extended up to seven (7) days. In construing this Article, the City Administrator will give due consideration to the circumstances of any employee who has a death in the family out of state.

## ARTICLE VIII

### Personal Days

Members shall have forty (40) hours of personal time per year to be used for any purpose whatsoever. Personal time may be taken separately or consecutively. However, the member should, whenever possible, give the Shift Commander at least one (1) day notice for each personal day to be taken. In the first calendar year of employment, a new employee shall accrue eight (8) hours of personal time at the end of each third month of employment or major portion thereof. Personal days may not be accumulated from year to year.

The City will not have to hire more than two men to cover anyone taking a personal day. The City will grant anyone wanting a personal day on December 24th, 25th, 31st and January 1st; however, the City will not have to grant such days if the manpower would drop below the minimum required to man each shift.

## ARTICLE IX

### Overtime

In the event that an employee is assigned any overtime work by the City or a superior officer within the Police Department, that employee shall be entitled to receive his time and one-half for hours worked overtime. Overtime shall be defined as any hours worked by an employee over, beyond and above his regular tour of duty.

In the event that any employee must appear in any court as a result of a case that the employee is involved in arising as a



result of employment with the department, the employee shall be paid at time and one-half. This Article is applicable when the employee is called or subpoenaed to Court during his time off from the regular tour of duty or when the time in Court extends beyond his regular tour of duty but does not apply to "bank time" as set forth in Article XXXII, Work Schedule.

## ARTICLE X

### Standby Time

Any employee required to "standby" shall be called into the police station and be paid as if that time was part of his regular tour of duty. The employee shall present himself at the police station in uniform ready for active duty. However, no employee shall be required to "standby" at home or any other place other than the police station. For the purposes of this Article, an employee shall be entitled to a minimum of two (2) hours. With regard to standby time, the employees are required to leave a telephone number where they may be reached at all times.

## ARTICLE XI

### Uniforms

#### Section 1. Uniform Cleaning Allowance.

The Employer agrees to pay \$480.00 annually to each member of the Police Department as an allowance for the cleaning and standard maintenance of uniforms.

#### Section 2. Uniform Allowance.

Each officer shall receive an annual allowance of \$530.00 for the replacement of clothing and equipment. The uniform

allowance shall be paid to the employee by the City during the last pay date in November. Effective January 2001, the uniform allowance will be increased by \$75.00 to \$605.00.

Section 3.

If at any time the City makes any uniform change, the initial cost of requiring each officer to change his uniform shall be borne by the City and shall not be borne out of any part of the officer's uniform or cleaning allowance.

Section 4.

Any officer who has had his uniform damaged in the line of duty shall have that portion or all of his uniform completely replaced and the costs shall be borne by the City. Any item of personal property, usually carried by an average person, belonging to an officer, which is damaged in the line of duty, shall be replaced and the costs shall be borne by the City, except that the replacement of a watch or time piece shall be limited to a maximum of fifty dollars (\$50.00) and eyeglasses or contact lenses shall be limited to a maximum of one hundred (\$100.00) dollars above replacement costs not covered by insurance for replacement in kind. In no event shall the cost to the City exceed actual replacement cost.

Section 5.

There shall be regular inspection of uniforms by designated superiors. If in the superior's discretion, he determines that an officer should change a uniform or part thereof, the officer shall change same. However, said discretion shall not be used in an arbitrary, capricious or discriminatory manner. Further,

the City recognizes and accepts the officer's right to grieve the superior's determination.

ARTICLE XII

Health Benefits

Hospitalization

Section 1.

The City shall provide to all full time employees hospitalization and sickness insurance. In the event that the City shall cancel or be canceled by the hospitalization and sickness plan that was in effect prior to the writing of this contract, it shall be the obligation of the City to provide the same coverage and benefits to the employees with another carrier. In addition, the City will provide a major medical benefit program or option plan for all employees and will pay the cost for each employee and his immediate family.

Effective January 1, 2003, employees choosing to participate in the HMO and PPO major medical health plans will be required to make a \$10.00 co-pay for each doctor's visit. There will be no change to the co-pay for the traditional indemnity plan.

The City agrees to continue benefits to the widow and dependents of a deceased member for a minimum of one year after the death of a member. Said benefits include hospitalization, dental, major medical, prescription and vision.

Section 2.

Hospitalization, sickness insurance, dental, major medical, prescription and vision programs that the employee had at the



time of retirement shall continue to be provided for retired members and their dependents at no cost to said retired member. Regarding other benefits retired employees are entitled to participate at group rate.

Section 3.

The City may change health plan providers, provided that the benefits and coverage of any new plan are, in the aggregate, substantially equal to the plan currently in effect. Any unresolved disputes regarding whether the benefits and coverage of a proposed new plan are, in the aggregate, substantially equal to the plan currently in effect, may be submitted to expedited arbitration. The City will provide reasonable notice to the PBA of any proposed new plan.

Section 4. Dental.

The City will continue to provide the same dental coverage as currently in effect. The benefit will consist of not less than a 50% co-pay, "Usual, Customary & Reasonable" Coverage Plan.

Section 5. Prescription Co-pay.

Effective upon the execution of this Agreement, the prescription plan co-pay shall be One (\$1.00) Dollar for generic drugs and Seven (\$7.00) Dollars for brand-name drugs. However, the co-pay for brand-name drugs will be Five (\$5.00) Dollars where the physician who has ordered the prescription certifies, in writing, that the brand name drug is medically necessary.

Effective February 1, 2002, the prescription co-pay shall be as follows:

\$5.00 co-pay for generic drugs

\$10.00 co-pay for preferred brand name drugs

\$25.00 co-pay for non-preferred brand name drugs

Co-pays will be doubled for 90 day supply via mail order, i.e., \$10.00/\$20.00/\$50.00

Cosmetic drugs shall not be covered under the prescription plan unless medically necessary. For example, Retin-A would be covered if prescribed for acne but would not be covered if prescribed to fill out hollow cheeks, thin lips or to eliminate wrinkles.

Section 6. Chiropractic Benefit.

Effective January 1, 1997, the City shall only be responsible for the payment of a limited chiropractic benefit per year of Five Hundred (\$500.00) Dollars per employee and each dependent, provided such chiropractic treatment is medically necessary.

ARTICLE XIII

Pensions

The City will provide pension and retirement benefits and contribute as heretofore to all employees' coverage by this contract under the Police and Fireman's Retirement System pursuant to provisions of the Statute and Laws of the State of New Jersey.

The parties agree that the City will post holiday pay as pensionable income for all police officers.

ARTICLE XIV

Vacations

Section 1.

All employees shall be entitled to annual vacations as per the following schedule:

- A. Upon the completion of one year of service - forty (40) hours.
- B. Upon the completion of two years of service - eighty (80) hours.
- C. Upon the completion of three years of service - one hundred sixty (160) hours.
- D. Upon the completion of ten years of service - two hundred (200) hours.
- E. Upon the completion of fifteen years of service - two hundred forty (240) hours.
- F. Upon the completion of twenty years of service - two hundred eighty (280) hours.

Section 2.

At the City's option, a member may sell back unused, accumulated vacation leave hours at 75% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the City's discretion on or about 1 November of each calendar year.

ARTICLE XV

Longevity

In addition to base pay, the City agrees to pay, as a fringe benefit, and in addition to the regular salary, a longevity increment as per the following schedule:

- A. Upon the completion of four (4) years - 2% of annual base pay.
- B. Upon the completion of eight (8) years - 4% of annual base pay.
- C. Upon the completion of twelve (12) years - 6% of annual base pay.
- D. Upon the completion of sixteen (16) years - 8% of annual base pay.
- E. Upon the completion of twenty (20) years - 10% of annual base pay.

For employees hired after July 13, 2000, the City agrees to pay, as a fringe benefit, and in addition to the regular salary, a longevity increment as per the following schedule:

- A. Upon the completion of four (4) years - one and one-half percent (1 1/2%) of annual base pay.
- B. Upon the completion of eight (8) years - three percent (3%) of annual base pay.
- C. Upon the completion of nine (9) years - four percent (4%) of annual base pay.
- D. Upon the completion of twelve (12) years - 6% of annual base pay.

- E. Upon the completion of sixteen (16) years - 8% of annual base pay.
- F. Upon the completion of twenty (20) years - 10% of annual base pay.

#### ARTICLE XVI

##### Savings Clause

In the event that any provision of this Agreement shall be finally determined to be in violation of applicable New Jersey Department of Personnel Law or Regulation such terms shall not impair the validity and enforceability of the remaining provisions of this Agreement.

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any employee benefit existing prior to its effective date.

#### ARTICLE XVII

##### Holidays

The City agrees to pay the employee, in addition to the regular salary and as additional compensation, sixteen (16) holidays. Such compensation is equal to one hundred and twenty eight (128) hours pay at the officer's individual hourly rate. This payment is to be made on the last pay date in November. Employees hired during the year shall receive pro-rata pay for holiday pay.

ARTICLE XVIII

Leave Without Pay

The City Administrator upon the request of an employee and after reasonable written notice, may grant a six (6) month leave of absence without pay to the said employee. Said leave may only be granted by the City Administrator when the written request is endorsed by the Director of Police. The City Administrator may extend such leave for an additional six (6) months. If, however, the said employee overstays such leave, his employment with the City shall be deemed to have terminated. Seniority of the employee shall continue to accumulate during such leave. All provisions of this Article are subject to the appropriate New Jersey Department of Personnel rules and regulations.

ARTICLE XIX

Salary Guides

The following salary guides shall be in effect during the term of this Agreement:



FOR EMPLOYEES HIRED PRIOR TO MAY 1, 1995

Police Officers	2002	2003	2004	2005
Step 1	\$39,113	\$40,482	\$41,898	\$43,365
Step 2	\$51,487	\$53,289	\$55,154	\$57,085
Step 3	\$57,723	\$59,743	\$61,834	\$63,999
Step 4	\$62,376	\$64,560	\$66,819	\$69,158
Step 5	\$67,129	\$69,479	\$71,910	\$74,427

FOR EMPLOYEES HIRED AFTER MAY 1, 1995

Police Officers	2002	2003	2004	2005
Training Step (0-12 mos)	\$29,549	\$30,583	\$31,654	\$32,762
Step 1	\$39,116	\$40,485	\$41,902	\$43,368
Step 2	\$46,122	\$47,736	\$49,407	\$51,136
Step 3	\$53,123	\$54,983	\$56,907	\$58,899
Step 4	\$60,126	\$62,231	\$64,409	\$66,663
Step 5	\$67,129	\$69,479	\$71,910	\$74,427

The salary guide figures are based on the following calculations and understandings:

A. 2002 - 3.5% increase of the 2001 ending base salaries.

B. 2003 - 3.5% increase of the 2002 ending base salaries.

C. 2004 - 3.5% increase of the 2003 ending base salaries.

D. 2005 - 3.5% increase of the 2004 ending base salaries.

E. The starting salary of the six police officers hired by the City on January 15, 1996 shall and continue to be \$25,000.00 consistent with the new training rate of the salary guide for police officers hired after May 1, 1995. Upon completion of twelve months of employment as police officers of the City, the said officers will move on their anniversary date of hire to step one of the 1997 salary guide for police officers hired after May 1, 1995 (\$33,095.00) and have normal salary guide progression thereafter.

F. A differential of 3% in 2002, 2003, 2004 and 2005 shall be added to the base pay of patrolmen with more than fifteen (15) years of continuous service with the New Brunswick Police Department, which patrolmen shall be known by the term "senior patrolmen." This differential shall not be applied when calculating salary differential between ranks nor shall it apply to any officer holding the rank of Sergeant or above.



ARTICLE XX

Grievance Procedure

Section 1. Purpose.

(a) The purpose of this procedure is to insure the prompt resolution of grievance arising under this Article and to provide an exclusive mechanism for the settlement of employee grievances.

(b) No resolution of any grievance under this Article shall add to, subtract from or modify any terms of this Agreement.

(c) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limit prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limit prescribed at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing a grievance at any step in the grievance procedure.

Section 2. Definitions.

(a) A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violations (alleged or otherwise) of any provision of this



Agreement or regarding employment or the application of any rules, regulations, ordinance and/or statute which actually affects working conditions.

(b) A "grievant" is defined as any bargaining unit employee or party to this Agreement who has a grievance as defined herein. The PBA may file a grievance on behalf of an injured or unavailable employee and may file a class grievance on behalf of two or more employees if the grievance involves common issues of fact and law.

(c) Minor disciplinary action (as defined by the rules and regulations of the New Jersey Department of Personnel) which is reduced to writing shall be subject to the grievance procedure under this Article.

(d) A "written grievance" shall comply with the following criteria:

1. It shall set forth the name of the employee(s) and/or party alleged to be aggrieved.
2. It shall set forth the date of the occurrence or event giving rise to the grievance.
3. It shall set forth a concise statement of the facts giving rise to the grievance.
4. It shall state the specific provision(s) of the Agreement, rule(s), regulations(s), ordinance(s) and/or statute(s) which form the basis of the grievance.
5. It shall set forth the specific relief requested.

Section 3. Steps of Grievance Procedure.

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, with the exception of major disciplinary action or other matters which are cognizable under New Jersey Department of Personnel rules and regulations, in which case it shall be submitted for resolution, if any, in accordance with the rules and regulations of that agency. The steps of the grievance procedure shall be followed in their entirety unless any step is waived by mutual written consent.

Step 1. The grievant shall informally discuss a grievance with the employee's immediate supervisor within thirty (30) calendar days after the occurrence or event giving rise to the grievance or within thirty (30) calendar days after the grievant knew or should have known of the existence of the grievance. If the grievance is not amicably resolved within one (1) working day, the grievance shall be reduced to writing within seven (7) calendar days, signed by the grievant and submitted to the Lieutenant at Step 1. It is expressly understood that no grievance shall be initiated more than thirty (30) calendar days after the grievant first knew or should have known of its occurrence. The Lieutenant shall investigate the grievance and provide a written answer to the grievant within three (3) calendar days of the date of submission.

Step 2. In the event the grievance is not resolved at Step 1, the grievant shall file the written grievance with the Director/Chief of Police, copying the City Administrator

with same, within three (3) calendar days from the date the Step 1 written answer was received or should have been received. The Director/Chief of Police shall submit a written answer to the grievant within three (3) calendar days of the date of receipt of the grievance.

Step 3. In the event the grievance is not resolved at Step 2, the grievant shall submit the written grievance to the City Administrator within three (3) calendar days from the date the Step 2 written answer was received or should have been received. The City Administrator shall provide the grievant, the Director/Chief of Police and the attorney or representative for the grievant, if any, with a written answer to the grievance within fourteen (14) calendar days of its receipt.

Any employer grievance shall be initiated at Step 3 and filed with the PBA President. The PBA President shall submit a written answer to the grievance to the City Administrator within fourteen (14) calendar days from its receipt.

If the PBA President is the grievant for members of the PBA local, Step 3 will be handled by Vice - President of the PBA local.

Step 4. In the event the grievance is not resolved at Step 3, the PBA local (or the employer, where applicable) shall file a written demand for arbitration with the Public Employment Relations Commission (PERC) located in Trenton, New Jersey shall become the arbitral agency. A copy of the demand for arbitration shall be simultaneously filed with the City Administrator if the PBA is the demanding party or the President

of the PBA local if the employer is the demanding party. Any demand for arbitration shall have a copy of the grievance attached.

The selection of an arbitrator and the conduct of the hearing shall be pursuant to the rules and regulations of the arbitral agency then in effect.

The cost for the services of the arbitrator shall be shared equally by the parties. All other expenses, including, but not limited to, the presentation of witnesses and attorneys fees, shall be paid by the party incurring same.

The arbitrator so selected shall hear the dispute at a mutually agreeable date, time and place. The decision of the arbitrator shall be final and binding and shall be in writing setting forth findings of fact, reasons and conclusions on the issues submitted.

No one arbitrator shall have more than one grievance submitted to him/her, and under consideration by him/her, at any one time unless the parties otherwise agree in writing. A grievance shall be deemed under the consideration by an arbitrator until he/she has rendered a written decision which shall be done within thirty (30) days from the close of the hearing.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the parties any obligation or liability not expressly assumed by the parties under the provisions of this

Agreement; nor may the arbitrator deprive the parties of any right reserved, expressed or implied, by them for their benefit hereunder.

The party initiating arbitration who subsequently withdraws the grievance from arbitration or otherwise discontinues the arbitration proceeding shall be deemed to have done so with prejudice and may not thereafter invoke the grievance procedure as to the same matter except by written consent of the other party.

## ARTICLE XXI

### Standards and Benefits

#### Section 1.

The City hereby agrees that all benefits and conditions of employment including but not limited to holidays, clothing allowance and general working conditions presently in effect for the employees covered hereunder, be maintained and the conditions of employment shall be improved whenever specific provisions for improvement are made in this Agreement.

#### Section 2.

The City agrees to provide a room for exclusive use by the PBA in Police Headquarters. The responsibility for the condition of the room and its continued maintenance shall rest with the PBA.

#### Section 3.

The City agrees to a payroll savings deduction plan. Said payroll savings deduction plan is to be worked out between the PBA and the City, for the benefit of its employees, wishing to

and authorizing the City in writing to withhold money from their paycheck on a bi-weekly basis, and to place said money in a Bank, Savings Institution, or Savings and Loan Association, mutually agreeable by and between the City, and its employees herein covered.

## ARTICLE XXII

### General Provisions

A. Both the City and the Employees acknowledge that this Agreement is a fair agreement and both parties agree that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach herein or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. Further, the waiver of any breach or conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

B. It is understood and agreed by and between the City and the Employees that if any part of this Agreement is in conflict with applicable State or Federal Laws, that such part shall be suspended and the appropriate applicable provision shall prevail; the remainder of this Agreement shall not be affected thereby.

C. Notwithstanding Paragraph B of this Article any provision in this Agreement which is in conflict with the Civil Service Rules and Regulations shall remain in full force and effect, it being the intention of the parties hereto to

supplement the protection afforded to Civil Service employees or Civil Service Laws.

D. Notwithstanding any prior Articles, all paragraphs of this Article or provisions of this Agreement may be changed or altered provided both parties mutually agree in writing.

E. The City agrees that new rules or modifications of existing rules governing working conditions must be negotiated with the P.B.A. and may not be unilaterally established.

#### ARTICLE XXIII

##### Post-Termination Employment

Any employee whose services are terminated, and who is in good standing, and who is called to testify or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he investigated or was involved in prior to termination of his services, shall be compensated for such appearances by a day's pay at the present prevailing rate at the same compensation as paid to the employees in the rank he held immediately prior to his termination exclusive of overtime.

#### ARTICLE XXIV

##### Personnel Files

There shall be one New Brunswick Police Department employee file, and the employees shall have the right to examine their files at a reasonable time. Employees shall have the further right to rebut any derogatory material included in their files. No reasonable request to view a file shall be refused, and no advance notice shall be required, except that an employee shall



be limited to viewing his file during regular business hours. Furthermore, a log shall be maintained indicating when a file has been viewed, by whom, and whether any material has been removed.

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage, or given an adverse evaluation of his services without just cause. Any such action, asserted by a supervisor, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under N.J. Department of Personnel Rules and Regulations.

#### ARTICLE XXV

##### Legal Representation and Legal Fees

The City agrees to provide for the defense of actions or proceedings in accordance with N.J.S.A. 40A:14-145. The City further agrees that the officer or officers of the New Brunswick Police Department who are the defendant or defendants in such an action shall have the right to select the Attorney of his/their choice, except that the officer or officers agree that the City shall pay for such legal services pursuant to practice.

#### ARTICLE XXVI

##### Police Procedures & Equipment Committee

There shall be a standing committee called the "Police Procedures and Equipment Committee", consisting of the Director/Chief of Police, the City Administrator, the PBA President, the PBA State Delegate and one other authorized representative of the local, for the purpose of discussing any



matter or material or ideas relevant and helpful to the harmony and efficiency of the Police Department. Such group shall act as a planning and advisory group to resolve and improve working conditions and public safety. Such group shall study equipment and uniforms used in law enforcement and the City Administrator shall make recommendations to the Mayor and Municipal Council concerning the purchase of and use of recommended equipment.

There shall be no more than (1) meeting per month of the Police Procedures and Equipment Committee, except upon mutual consent as requested by the PBA President or the City Administrator. Either party shall submit a letter itemizing the topics to be discussed at the meeting of said committee, which letter shall serve as an agenda for the scheduled meeting. The meeting shall be held within two (2) weeks of the other party's receipt of the letter. Either party may have in attendance at the meeting such other necessary advisors as related to the issues to be discussed.

The Police Procedures and Equipment Committee shall conduct investigations and hold seminars and conferences for the purpose of creating a commendation structure. This Agreement, upon execution, shall serve as written notice to all parties that the aforementioned item is listed, scheduled and agendized and a meeting of all parties shall take place in accordance with this Agreement. The Committee shall, within a reasonable amount of time, conclude their investigation into the creation of a commendation structure, which may be similar to other Police Departments. All recommendations of the Committee shall be

submitted to the City Council with recommendations regarding implementation. All recommendations to the City Council shall be submitted through the City Administrator.

#### ARTICLE XXVII

##### Secondary Employment

An employee may accept and be employed in any occupation during his off-duty hours, provided such occupation is not in violation of any Federal, State or Local Law, and providing that such occupation does not cause a conflict of interest with his job as a police officer. The employee shall be required to obtain the permission of the employer before he obtains other employment. Permission to engage in off-duty occupations or work shall not be arbitrarily or unreasonably denied, nor shall harsh or restrictive terms and conditions be set. An employee is limited to a maximum of twenty-five (25) hours per week in any occupation or occupations during his off-duty hours. No officer shall engage in outside employment for more than four (4) hours on a regularly scheduled work day.

#### ARTICLE XXVIII

##### Management Rights

###### Section 1.

There are no provisions in this Agreement that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers and authority which the City had prior to the effective date of this Contract unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers and authority which the City had prior to the

effective date of this Contract unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers and authority. The PBA recognizes that the City's rights, power and authority include, but are not limited to:

- (a) The right to manage its operation;
- (b) Direct, select, decrease and increase the work force including hiring, promotion, demotion, transfer, suspension, discharge or lay-off. These rights, however, shall be exercised reasonably, in accordance with this Agreement and for good cause;
- (c) The right to make all plans and decisions on matters involving its operations;
- (d) The extent to which any Department thereof shall be operated, the conditions thereto and replacements, curtailments or transfers thereof;
- (e) Removal of equipment;
- (f) Outside purchase of products or services;
- (g) The scheduling of operations;
- (h) Means and processes of operations;
- (i) Materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities;
- (j) To maintain discipline and efficiency of employees and to prescribe rules to that effect;
- (k) To establish and change standards of performance;
- (l) Determine qualifications of employees;
- (m) Regulate quality and quantity of performance;

(n) To run a Department efficiently.

The City in the exercise of any of its management rights shall, however, be bound by the terms of the Agreement and abide by same. The City shall exercise its management rights in accordance with Law and due process. The recognition of the management rights of the City is not a waiver by the PBA or its members of any rights, benefits or privileges that the PBA or its members may have under this Agreement or any other authority.

The PBA and its members shall have the right to grieve, under this Agreement, the unreasonable and/or arbitrary exercise of any of the foregoing management rights of the City.

Section 2. Maintenance of Operations.

The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its member take part in any strike (i.e., the concerted failure to report for duty or the concerted willful absence of a police officer from his/her duties of employment) work stoppage, slowdown, walkout or other mass absenteeism against the City. The PBA agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, slowdown, walkout or organized mass absenteeism, it is covenanted and agreed that the participation in any such activity by any agent, servant or employee of the PBA or by any bargaining unit member shall be

deemed grounds for disciplinary action up to and including termination of employment.

Nothing contained herein shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the PBA, its agents, servants or employees or employees of the bargaining unit.

## ARTICLE XXIX

### Association Business

#### Section 1.

The employer agrees to grant the necessary time off without loss of pay, including reasonable travel time, to the members of the Association selected as delegates to attend any state or national convention of the New Jersey State Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4, but not more than three (3) including the delegate and the two (2) alternates.

#### Section 2.

The employer shall grant time off without loss of pay to the legislative state delegate of the New Jersey State PBA, or his designee, to conduct association business on the state or local level and to attend monthly state, county conference, and scheduled tri-county meetings which require their attendance.

#### Section 3.

The PBA President, or his designee, and recording secretary, or his designee, shall also be granted similar time

off without loss of pay to conduct association business as required by the Association and the administrative officials of the employer. The Director/Chief of Police shall not deny a reasonable request for such time off.

Section 4.

A copy of all notices regarding police department business shall be sent to the PBA President prior to posting or disseminating to all employees.

ARTICLE XXX

Miscellaneous

Section 1. Workshops, Seminars, Special Training.

On those occasions when an officer is required to attend a workshop, seminar, or special training program he shall be provided with a \$15.00 per diem meal allowance. Effective July 13, 2000, the per diem meal allowance shall be increased by \$10.00 to \$25.00. The per diem meal allowance shall not apply if said allowance is already provided for as part of a registration fee or in some way included in the overall costs of a workshop, seminar or special training program.

Section 2.

The Director/Chief of Police shall make every reasonable effort to provide a City owned police vehicle for out of county assignments as well as those occasions when an officer or officers are assigned to participate in a workshop, seminar, or special training program. If a City owned police vehicle is unavailable and the Director/Chief or designee has granted

authorization to use one's own vehicle, the officer shall be reimbursed in a timely manner a mileage allowance equivalent to \$.22 per mile.

Section 3. Meal Break.

Effective July 1, 1996, the meal break for police officers shall be increased from thirty (30) minutes to forty-five (45) minutes.

Section 4. Vehicle Safety.

Effective January 1, 1996, the City shall have all police department vehicles with seventy-five thousand (75,000) or more miles inspected at a state certified inspection center.

Section 5. Schedule Committee.

The parties shall establish a schedule committee forthwith to discuss scheduling issues raised by the parties and, if needed, make recommendations to the City Administrator.

ARTICLE XXXI

Seniority

Officers of the New Brunswick Police Department shall be entitled to select their vacation and meal time based on their seniority with the New Brunswick Police Department.

This agreement incorporates the provisions of an addendum to an agreement between PBA Local 23 and the City of New Brunswick between January 1, 1982 and December 31, 1982.

Positions in the patrol division shall be selected and/or assigned on the basis of seniority except in those situations



where special skills and/or qualifications may be required or emergent matters dictate a deviation from seniority.

ARTICLE XXXII

WORK SCHEDULE

Section 1. Work Schedule: Patrol Division

Effective October 1, 2000, the Patrol Division's work schedule will consist of four (4) days on followed by four (4) days off ("4x4"). Officers will work 10.25 hours per shift for a total of 41 hours per eight (8) day cycle.

Section 2. Work Schedule: Detective and Administrative Division

Effective October 1, 2000, the Detective and Administrative Divisions' work schedule will consist of four (4) days on followed by three (3) days off (4x3). Officers will work 9.25 hours per shift for a total of 37 hours per seven (7) day cycle.

Section 3. Training and Bank Time

The above work schedules result in a reduction of seventy-six (76) hours worked annually. In order to compensate for the loss of hours due to the schedule change, the City may direct each officer to work an additional seventy-six (76) hours annually over and above his or her regularly scheduled tour of duty without overtime consequences. The seventy-six (76) hours is included in each officer's base salary as set forth in this

Agreement. Thirty-two (32) of these hours will be allocated to training time, while the remaining forty-four (44) hours will be classified as "bank time" which will be exhausted as an officer works details outside his or her regular shift or work period.

The City agrees to provide an officer with as much advance notice as practicable under the circumstances when the City requires an officer to use his or her "bank time" to work outside his or her normal tour of duty or cover overtime assignments.

Section 4.      Benefit Time Conversion

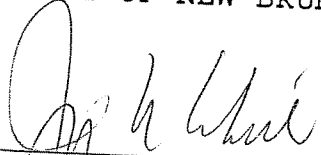
Upon implementation of the new work schedules, employees will be charged benefit time according to the number of hours, or portion thereof, utilized.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals, on this 8<sup>th</sup> day of August, 2002.

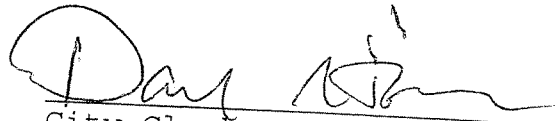
Thomas A Loughlin 3-0

THE CITY OF NEW BRUNSWICK

ATTEST

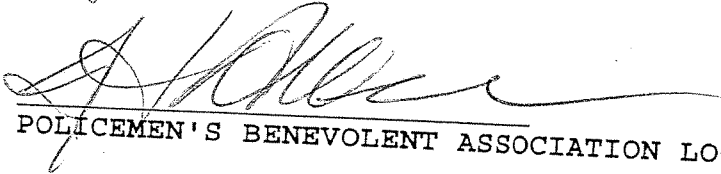


JAMES M. CAHILL, Mayor



City Clerk

WITNESSED:



POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 23, INC.



Jeffrey Dockhorn, President

Document #: 546937/KVH

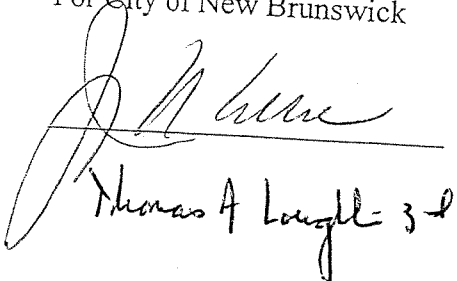
Side Bar Agreement

The undersigned agree to clarify the present prescription drug benefit plan for PBA 23 and PBA 23A members in the following manner:

- ① Prescription drugs can be purchased at retail in thirty (30) day supplies for a single co-pay of \$5.00 for generics, \$10.00 for preferred brands and \$25.00 for non-preferred brands.
- ② Medications used to treat chronic conditions (i.e. maintenance drugs) can be purchased by mail order in ninety (90) day supplies for double the co-pays described above, or **(\$10.00 Generic / \$20.00 Preferred / \$50.00 Non-Preferred)**.
- ③ The plan will recognize a medical necessity situation wherein a non-preferred brand, when prescribed by a treating physician as medically necessary, can be purchased at retail for a \$10.00 co pay and by mail order for a \$20.00 co-pay.
- ④ A Non-Preferred Drug Request form must be completed by a requesting physician when a non-preferred drug is being prescribed as medically necessary and forwarded to the City. A copy of said form is attached hereto. In the absence of said form, a purchase of a non-preferred medication will be charged at the \$25.00 co-pay, or \$50.00 co-pay if by mail order.
- ⑤ In addition, a Reimbursement Due to Non-Preferred Drug Request Approval form must be completed when the purchase of a non-preferred medication is made prior to authorization by the City of New Brunswick and by **MaxorPlus**. A copy of said form is attached hereto. The Reimbursement form must be fully completed and mailed to **MaxorPlus**. In all situations where a reimbursement is being sought both the **Non-Preferred Drug Request form and the Reimbursement Due to Non-Preferred Drug Request Approval form** must be fully completed and forwarded to the appropriate party.
- ⑥ Attached is a copy of the **MaxorPlus** Preferred Drug Formulary as of the date of this Agreement. The Formulary is subject to change.

Dated: August 8, 2002

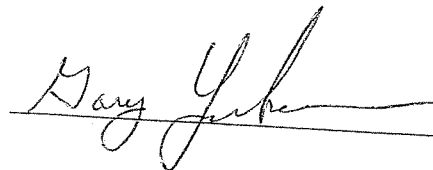
For City of New Brunswick

  
Thomas A. Loughlin - 3rd

For PBA 23



For PBA 23A



**Non-Preferred Drug Request**

Requests for non-preferred brands should only be made when the physician deems it medically necessary (i.e., patient has a documented allergy to or failed preferred alternatives). A separate request must be completed for each patient.

Date: \_\_\_\_\_ Name of Office Nurse: \_\_\_\_\_

Requesting Physician: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name - PLEASE PRINT (MUST BE LEGIBLE)

\_\_\_\_\_  
Physician Signature FAX: \_\_\_\_\_

Carrier: City of New Brunswick Patient Name: \_\_\_\_\_

Plan: CNBNJNBIII DOB: \_\_\_\_\_

Member ID #: \_\_\_\_\_ Group: Police (Active-CNB787 or Retiree- CNB788)

Requested Drug (include name, strength & dosage form): \_\_\_\_\_

For what indication is this drug being prescribed? \_\_\_\_\_

What preferred drug alternative(s) have been tried? \_\_\_\_\_

Why was the preferred alternative(s) discontinued or inappropriate?  
\_\_\_\_\_  
\_\_\_\_\_

List any conditions/circumstances that are relevant to the review of this request.  
\_\_\_\_\_  
\_\_\_\_\_

Pharmacy: \_\_\_\_\_ Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_

FAX or Mail this form to → **The City of New Brunswick, City Hall, Personnel Office**  
78 Bayard St., New Brunswick, NJ 08901-2113  
**Attn: PAT EGAN, Personnel Officer**  
**FAX: (732) 435-0132 Phone: (732) 745-5008**

For CNB Office Use Only:

This request for change in status to preferred copay for this member has been:

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Comments: \_\_\_\_\_

Authorized City of New Brunswick Agent: \_\_\_\_\_ Date \_\_\_\_\_

**REIMBURSEMENT DUE TO NON-PREFERRED DRUG REQUEST APPROVAL**

Please read REVERSE SIDE before completing this form: YOUR CLAIM CANNOT BE PROCESSED UNLESS THIS FORM IS COMPLETE.

PLEASE PRINT

Plan Member Name: \_\_\_\_\_  
First Middle Last

Patient Name: \_\_\_\_\_  
First Middle Last

Plan Member ID Number \_\_\_\_\_ Patient Code \_\_\_\_\_ Group Number \_\_\_\_\_ Patient's Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Plan Member Address: \_\_\_\_\_  
Street City State ZIP

Name: **THE CITY OF NEW BRUNSWICK**  
**Plan: CNBNJNBIII, Group: Police (Active-CNB787 or Retiree-CNB788)**

Patient: Sex: M F  
(Circle One)

I certify that the above information is correct and that the above checked person is eligible for benefits. I have received the medication described hereon and authorize release of all information contained on this voucher to MaxorPlus and the underwriter.

I agree that any benefits payable hereunder for prescription drugs are not assignable and that any assignment or attempted assignment thereof shall be void. I further represent that there has been no assignment of benefits hereunder.

Plan Member Signature: \_\_\_\_\_

Is this medication covered under any other group insurance plan? YES \_\_\_\_\_ NO \_\_\_\_\_ IF YES: WHO?: \_\_\_\_\_

Please ask your pharmacist to complete the remaining portion: **YOUR CLAIM CANNOT BE PROCESSED UNLESS THIS FORM IS COMPLETE**  
(You may attach a copy of the prescription receipts as an alternative to completing the information below, as long as it contains all of the necessary information)

Rx Number \_\_\_\_\_ Date Filled \_\_\_\_\_ Quantity \_\_\_\_\_ Days Supply \_\_\_\_\_ Rx Price \_\_\_\_\_  
Medication Name \_\_\_\_\_ Dosage Form \_\_\_\_\_ Strength \_\_\_\_\_  
NDC No. \_\_\_\_\_ Doctor's DEA # \_\_\_\_\_ Doctor's Name \_\_\_\_\_

Rx Number \_\_\_\_\_ Date Filled \_\_\_\_\_ Quantity \_\_\_\_\_ Days Supply \_\_\_\_\_ Rx Price \_\_\_\_\_  
Medication Name \_\_\_\_\_ Dosage Form \_\_\_\_\_ Strength \_\_\_\_\_  
NDC No. \_\_\_\_\_ Doctor's DEA # \_\_\_\_\_ Doctor's Name \_\_\_\_\_

Rx Number \_\_\_\_\_ Date Filled \_\_\_\_\_ Quantity \_\_\_\_\_ Days Supply \_\_\_\_\_ Rx Price \_\_\_\_\_  
Medication Name \_\_\_\_\_ Dosage Form \_\_\_\_\_ Strength \_\_\_\_\_  
NDC No. \_\_\_\_\_ Doctor's DEA # \_\_\_\_\_ Doctor's Name \_\_\_\_\_

Rx Number \_\_\_\_\_ Date Filled \_\_\_\_\_ Quantity \_\_\_\_\_ Days Supply \_\_\_\_\_ Rx Price \_\_\_\_\_  
Medication Name \_\_\_\_\_ Dosage Form \_\_\_\_\_ Strength \_\_\_\_\_  
NDC No. \_\_\_\_\_ Doctor's DEA # \_\_\_\_\_ Doctor's Name \_\_\_\_\_

**REASON FOR MANUAL CLAIM - PATIENT HAS RECEIVED APPROVAL ON A NON-PREFERRED DRUG REQUEST FORM; APPROVAL IS ON FILE AT MAXORPLUS**

PLACE PHARMACY LABEL HERE OR ENTER

Pharmacy Name \_\_\_\_\_ Phone \_\_\_\_\_

Street Address \_\_\_\_\_ NABP # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Pharmacist Signature \_\_\_\_\_

# MAXORPLUS™

Preferred Drug Formulary

Medications listed on this card are available to you as part of your prescription drug benefit. Certain restrictions, quantity limits or prior authorization requirements may apply to this list.

Brand name medications are capitalized. Generic medications are in lower case letters. All generic drugs covered under your prescription drug benefit are covered even if they are not listed.

Brand name drugs with an (\*) are listed for reference only. Only the generic versions of the brand name drugs with an (\*) are covered. If you request a brand name drug with an (\*) from this card or a brand that has a generic equivalent, you may be responsible for paying your copay plus the price difference between the generic and brand drugs. As brand name medications become available generically, only the generic will be considered formulary.

Drug names in bold represent medications which are on the MaxorPlus maintenance medication list. Please note: certain plans use their own maintenance medication list.

We encourage you to present this card to your physician each time a prescription is written. This will help avoid delays or inconvenience when you take your prescription to your pharmacy. Please contact a MaxorPlus Customer Service Representative if you have any questions at 806-324-5430 or 1-800-687-0707.

## A

ACCOLATE, ACCUTANE, **acebutolol HCl**, acetaminophen/codeine, acetazolamide, acetic acid otic, **acetylcysteine**, ACTOS, ACULAR, acyclovir, ADALAT\*, ADALAT CC\*, AGENERASE, AGRYLIN, **albuterol M.D.I.**, **albuterol sulfate**, ALDACTAZIDE\*, ALDACTONE\*, ALDOMET\*, ALESSE, ALKERAN, ALLEGRA, allopurinol, ALOMIDE, ALPHAGAN, alprazolam, ALTACE, ALUPENT INHALER, ALUPENT\* SYR & NEB, **amantadine HCl**, AMBIEN, AMERGE, AMICAR, amiloride/hctz, amitriptyline HCl, **amiodarone HCl**, amoxicillin, AMOXIL\*, ampicillin, ANAKIT, ANAPROX\*, ANAPROX DS\*, ANDRODERM, ANDROID-10, ANSAID\*, ANTABUSE, ANTIVERT\*, ANUSOL-HC SUPP, ANZEMET, APAP/butalbital/caffeine, APAP/butalbital/caffeine/codeine, APRESOLINE\*, ARALEN\*, ARICEPT, ARIMIDEX, AROMASIN, ARTANE\*, ASA/butalbital/caffeine, ASA/butalbital/caffeine/codeine, ASA/codeine, ASACOL, ASTELIN, ATARAX\*, atenolol, **atenolol/chlorthalidone**, ATIVAN\*, atropine ophth, ATROVENT M.D.I., ATROVENT NEB\*, AUGMENTIN, AUGMENTIN ES, AURALGAN, AVANDIA, AVONEX, azathioprine, AZMACORT, AZOPT, AZULFIDINE\*, AZULFIDINE EN

## B

baclofen, BACTROBAN TOPICAL, BAN-TUSS HC, BECLOVENT, belladonna alkaloids/ergotamine tartrate/PB, BELLERGA-S, BENTYL\*, benzonatate, **benztropine mesylate**, betamethasone dipropionate, betamethasone valerate, BETAPACE\*, BETASERON, bethanechol Cl, BETOPTIC\*, BETOPTIC S, BIAXIN, bisoprolol/HCTZ, BLEPH-10\*, BRETHINE, **bumetanide**, BUMEX\*, bupropion HCl, buspirone HCl, BUSPAR\*

## C

CAFERGOT\*, CALAN\*, CALAN SR\*, CALCIFEROL\*, CAPOTEN\*, **captopril**, CARAFATE SUSP, CARAFATE TAB\*, **carbidopa/levodopa**, carbinoxamine mal/PSE/DM, CARDIZEM\*, CARDIZEM CD\*, CARDIZEM SR\*, CARDURA\*, carisoprodol, CASODEX, CATAPRES\*, CATAPRES-TTS, CAVERJECT, CECLOR\*, CEENU, cefaclor, CEZIL, CELEXA, CELLCEPT, cephalexin, CERUMENEX, chlordiazepoxide/clidinium Br, chloroquine phosphate, chlorpromazine HCl, **chlorpropamide**, **chlorthalidone**, chlorzoxazone, **choline salicylate/magnesium salicylate**, **cholestyramine**, chorionic gonadotropin, CHRONULAC\*, cimetidine, CIPRO, clemastine fumarate, CLEOCIN\*, CLEOCIN-T LOTION, CLEOCIN-T\*, CLEOCIN VAGINAL CREAM, CLIMARA, clindamycin HCl, clindamycin phosphate gel & soln., CLINORIL\*, CLOMID\*, clomiphene citrate, **clonazepam**, **clonidine HCl**, clonidine HCl/**chlorthalidone**, clorzepate dipotassium, codeine phosphate/guaifenesin, codeine phosphate/guaifenesin/PSE, codeine phosphate/promethazine HCl, codeine phos/promethazine HCl/PE, codeine sulfate, COGENTIN\*, **colchicine**, COLESTID, COMBIPRES\*, COMBIVENT, COMBIVIR, COMPAZINE\*, CONDYLOX, COPAXONE, CORDARONE\*, COREG, CORGARD\*, CORTEF, CORTENEMA\*, CORTISPORIN OTIC\*, CORTONE, COUMADIN, COZAAR, CPM/PPA, CRINONE, CRIXIVAN, **cromolyn sodium soln**, CUPRIMINE, cyanocobalamin, cyclobenzaprine HCl, CYCLOGYL, cyclophosphamide, CYLERT\*, CYTOMEL, CYTOTEC, CYTOVENE, CYTOXAN\*

## D

DALMANE\*, DANOCRINE, DAPSONE, DARAPRIM, DARVOCET-N\*, DDAVP, DEMULEN 1/35, DEPAKENE, DEPAKOTE, DEPO-PROVERA CONTRACEPTIVE, desipramine HCl, desonide, DESOWEN LOTION, DESYREL\*, dexamethasone ophth, dexamethasone/neomycin/polymyxin B, DHT, DIABETA\*, DIABINESE\*, DIAMOX\*, DIAMOX SEQUELS, diazepam, **diclofenac sodium**, dicloxacillin, dicyclomine HCl, DIDRONEL, diflorasone diacetate, DIFLUCAN, diflunisal, DILACOR XR\*, DILANTIN, DILAUDID, **diltiazem HCl**, **diltiazem HCl ER**, **diltiazem HCl SR**, diphenoxylate HCl/atropine sulfate, **dipivefrin HCl**, DIPROSONE\*, dipyrindamole, DISALCID\*, **disopyramide phosphate**, **disopyramide phosphate CR**, DITROPAN\*, DOLOBID\*, DOLOPHINE\*, DOLSED, DOVONEX, doxazosin, doxepin HCl, doxycycline hyclate, DRITHOCREME, DURAGESIC, DYAZIDE\*

## E

EFFEXOR, EFFEXOR XR, EFUDEK, ELAVIL\*, ELDEPRYL\*, ELIMITE\*, ELMIRON, EMCYT, EMPIRIN W/CODEINE\*, ENTEX LA, ENTEX PSE, EPI-PEN, EPI-PEN JR., epivir, ERGAMISOL, ergocalciferol, ergotamine tartrate/caffeine, ERYCETTE\*, ERYGEL\*, erythromycin, erythromycin gel & soln., erythromycin ethyl/sulfisoxazole, ESKALITH CR, ESTRACE\*, ESTRACE VAGINAL CREAM, estradiol, estradiol transdermal, ESTRATEST, ESTRATEST H.S., estropipate tabs, ETHMOZINE, ethosuximide syrup, EULEXIN\*, EURAX

## F

FARESTON, FELDENE\*, FEMARA, **fenoprofen calcium**, FIORICET\*, FIORICET W/CODEINE\*, FIORINAL\*, FIORINAL W/CODEINE\*, FLAGYL\*, FLEXERIL\*, FLONASE, FLORINEF ACETATE, FLOVENT, FLOXIN OTIC, fluocinolone acetonide, fluocinonide, FLUORITAB, fluorometholone, fluoxetine HCl, flurazepam, flurbiprofen, FML\*, folic acid, FORTOVASE, FOSAMAX, FURADANTIN SYRUP, furosemide

## G

GANTRISIN PEDIATRIC, GARAMYCIN\*, gemfibrozil, gentamicin sulfate, GLEEVEC, glipizide, GLUCAGON, GLUCOPHAGE, GLUCOPHAGE XR, GLUCOTROL\*, GLUCOTROL XL, GLUCOVANCE, glyburide, glyburide-micronized, GLYNASE\*, GOLYTELY\*, griseofulvin, GRIS-PEG\*, GUAIBID DM, GUAIBID LA

## H

HALCION\*, HALDOL\*, haloperidol, HALOTESTIN, HEXALEN, HIVID, HUMALOG, HUMULIN 50/50, HUMULIN U, HYCODAN SYR\*, **hydralazine HCl**, HYDREA\*, hydrochlorothiazide (HCTZ), hydrocodone bit/homatropine MBr, hydrocodone/APAP, hydrocortisone 2.5%, hydrocortisone valerate, hydrocortisone/acetic acid otic, hydroxychloroquine sulfate, hydroxyurea, hydroxyzine HCl, HYGROTON\*, HYTONE\*, HYTRIN\*, HYZAAR

## I

ibuprofen, IMDUR\*, imipramine HCl, IMITREX, IMURAN\*, **indapamide**, **INDERIDE\***, INDOCIN\*, INDOCIN SR\*, indomethacin, indomethacin SR, INSULIN, INTAL NEB\*, INTRON-A, INVIRASE, ipratropium, isometheptene/dichlorophenazone/APAP, isoniazid, ISOPTIN\*, ISOPTIN SR\*, ISOPTO ATROPINE\*, ISOPTO CARBACHOL, ISOPTO HOMATROPINE, ISOPTO HYOSCINE, ISORDIL\*, isosorbide dinitrate, isosorbide dinitrate SR, isosorbide mononitrate

## K

KALETRA, KEFLEX\*, KENALOG IN ORABASE\*, KENALOG\*, ketoconazole, **ketoprofen**, KLONOPIN\*, K-PHOS, KWELL\*

Only the generic version is preferred. Brand name is non-preferred.

AC-HYDRIN\*, lactulose, LAMICTAL, LAMISIL TABS, LANOXIN, LANOXIN ELIXIR PED., LASIX\*, leucovorin calcium, LEUKERAN, leuprolide acetate, LEVAQUIN, LEVBIID, LEVOTHROID, levothyroxine sodium, LEVSIN, LEVSIN S/L, L-hyoscyamine, LIBRAX, LIDEX\*, LIDEX-E\*, lidocaine HCl solution, lidocaine HCl viscous, lindane, LIORESAL\*, LIPITOR, lithium carbonate, LITHOBID, Lo/OVRAL, LoESTRIN, LoESTRIN FE, LOMOTIL\*, LOPID\*, LOPRESSOR\*, LOPROX, lorazepam, LORCET PLUS\*, LORTAB\*, LOTEMAX, LOTREL, LOZOL\*, LUPRON\*, LUPRON DEPOT, LYSODREN

M

MACROBID, MACRODANTIN\*, MATULANE, MAXITROL\*, MAXZIDE\*, mebendazole, meclizine HCl, meclomen, Medrol\*, medroxyprogesterone acetate, MEGACE SYRUP, MEGACE\*, megestrol acetate, meperidine HCl, MEPHYTON, MEPRON, MESNEX, MESTINON, MESTINON TIMESPAN, methazolamide, METHERGINE, methocarbamol, methotrexate, methylidopa, methylphenidate HCl, methylphenidate HCl SR, methylprednisolone, metoclopramide, metoprolol, METROCREAM, METRODIN, METROGEL, METROGEL VAGINAL, METROLOTION, metronidazole, mexiletine HCl, MEXITIL\*, MIACALCIN NASAL SPRAY, MICRONASE\*, MICRONOR, MIDRIN, MINIPRESS\*, MINOCIN\*, minocycline HCl, MINTEZOL, MIRAPEX, MODICON, MODURETIC\*, MONOKET\*, MONOPRIL, MONOPRIL HCTZ, morphine sulfate, MOTRIN\*, MS CONTIN, MSIR, MUCOMYST\*, MYAMBUTOL\*, MYCELEX TROCHE, MYCOBUTIN, MYCOLOG II\*, MYCOSTATIN\*, MYLERAN, MYSOLINE\*

N

nadolol, NALDECON PED., NALFON\*, NAPROSYN\*, naproxen, naproxen sodium, NARDIL, NASACORT, NASACORT AQ, NATACYN, NAVANE\*, neomycin sulfate, neomycin/polymyxin B, neomycin/polymyxin B/gramicidin, NEORAL, NEOSPORIN OPHTH\*, NEPTAZANE\*, NEUPOGEN, NEURONTIN, nifedipine, nifedipine ER, NIFEREX-PN, NILANDRON, NIMOTOP, NITRO-DUR\*, nitrofurantoin, nitroglycerin SR caps, nitroglycerin transdermal, NITROSTAT, NIZORAL TABS\*, NIZORAL TOPICAL, NOCTEC, NOLVADEX, NORDETTE, NORPACE\*, NORPACE CR\*, NORPRAMIN\*, nortriptyline HCl, NORVASC, NORVIR, NOVOLIN, nystatin, nystatin-triamcinolone acetone

O

OCUFLOX, OGEN\*, ORNADE\*, ORTHOCEPT, ORTHO-CYCLEN, ORTHO-NOVUM (ALL COMBINATIONS), ORTHO TRI-CYCLEN, ORUDIS\*, ORUVAIL\*, OVRAL, oxazepam, oxybutynin Cl, oxycodone/APAP, oxycodone/ASA, OXYCONTIN, OXYIR

P

PAMELOR\*, pancrelipase, PARLODEL\*, PAXIL, PEDIAZOLE\*, pemoline, penicillin VK, PENTASA, pentazocine HCl/naloxone HCl, pentoxifylline, PERCOCET\*, PERCODAN\*, PERMAX, permethrin, perphenazine, perphenazine/amitriptyline HCl, PERSANTINE\*, phenazopyridine HCl, PHENERGAN, PHENERGAN VC w/CODEINE\*, PHENERGAN w/CODEINE\*, phenobarbital, phenylpropanolamine/guaifenesin, PILOCAR, PILOPINE HS, piroxicam, PLAQUENIL\*, polyethylene glycol/electrolyte soln, polymixin B sulf/trimethoprim, polymixin B sulf/bacitracin zn, POLYSPORIN OPHTH\*, POLYTRIM OPHTH\*, polyvitamins w/fluoride, polyvitamins w/fluoride & iron, POLY-VI-FLOR, POLY-VI-FLOR WITH IRON, potassium supplements, PRAVACHOL, prazosin, PRED FORTE\*, PRED-G, prednisolone acetate, prednisolone sod phos/sulfacetamide, prednisone, PRELONE\*, PREMARIN, PREMARIN VAGINAL CREAM, PREMPHASE, PREMPRO, PREVACID, primidone, probenecid, procainamide HCl, procainamide HCl SR, PROCAN\*, PROCAN SR\*, PROCARDIA\*, PROCARDIA XL\*, PROCARDIA XL 90MG, prochlorperazine, PROCURIT, PROCTOFOAM-HC, PROFASI\*, PROGRAF, PROLOPRIM\*, PROMETHAZINE, propafenone, PROPINE\*, propoxyphene napsylate/APAP, propranolol HCl, propranolol HCl/HCTZ, PROFASI\*, PROGRAF, PROVENTIL HFA, PROVENTIL\*, PROVERA\*, PROZAC\*, pseudoephedrine/guaifenesin, PSORCON\*, PTU, PULMOZYME, PURINETHOL, pyrazinamide, PYRIDIDIUM

Q

QUESTRAN\*, QUINAGLUTE\*, quinidine gluconate ER

R

REGLAN\*, RELENZA, REQUIP, RESCRIPTOR, reserpine, RESTORIL\*, RETIN-A\*, RETIN-A MICRO, RETROVIR, RIDAURA, RIMACTANE, RISPERDAL, RITALIN\*, RITALIN SR\*, ROBAXIN\*, ROBITUSSIN AC, ROBITUSSIN DAC, ROCALTRON, RONDEC, RONDEC DM, ROWASA, r-tannate, r-tannate pediatric, RYTHMOL\*

S

SANDIMMUNE, selegiline HCl, SEPTRA DS\*, SERAX\*, SEREVENT, SERZONE, SILVADENE\*, silver sulfadiazine, SINEMET\*, SINEMET CR\*, SINEQUAN\*, SLO-BID, smx/tmp, sodium fluoride tabs & drops, sodium polystyrene sulfonate, SOMA\*, SORIATANE, sotalol HCl, SPECTAZOLE, spironolactone, spirinolactone/HCTZ, STARLIX, sucralfate, SULAR, sulfacetamide sod., sulfasalazine, sulfathiazole/sulfacetamide/sulfabenzamide, sulfisoxazole, sulindac, SUPRAX, SUSTIVA, SYMMETREL\*, SYNALAR\*, SYNAREL SPRAY, SYNTHROID

T

TAGAMET\*, TALWIN NX\*, TAMBOCOR, TAPAZOLE, TARGRETIN, TAVIST\*, TEGRETOL, TEGRETOL XR, temazepam, TEMODAR, TENORETIC\*, TENORMIN\*, TEQUIN, terazosin, TESLAC, TESSALON PERLES\*, tetracycline HCl, THEO-24, THEO-DUR, theophylline E.R., thioguanine, thioridazine HCl, thiothixene, THORAZINE, TICLID\*, ticlopidine HCl, TILADE, timolol, TIMOPTIC\*, TIMOPTIC XE\*, TOBRADEX, tobramycin ophth. soln, TOBEX OPHTH. OINT, TOFRANIL\*, tolmetin sodium, TONOCARD, TOPAMAX, TOTACILLIN\*, triple vitamins w/fluoride & iron, triple vitamins w/fluoride & iron, TRANSDERM SCOP, trazodone HCl, TRENAL\*, triamcinolone acetonide dental paste, triamcinolone acetonide, triamterene/HCTZ, TRIAVIL\*, triazolam, trihexyphenidyl HCl, TRILAFON\*, TRILISATE\*, trimethoprim, TRI-NORINYL, TRIPHASIL, TRIPLE SULFA\*, TRI-VI-FLOR, TRI-VI-FLOR WITH IRON, TRIZIVIR, tropicamide, TRUSOPT

U

UAA, ULTRAVATE, UNIPHYL, URECHOLINE\*, UROCIT-K, URSO

V

VALISONE\*, VALIUM\*, valproic acid, VANCOCIN, VANTIN, VASOCIDIN\*, VELOSULIN, VENTOLIN\*, VENTOLIN ROTOCAPS, VEPESID, verapamil HCl, verapamil HCl SR, VERMOX\*, VESANOID, VIBRAMYCIN\*, VICODIN\*, VICODIN-ES\*, VIDEX, VIOKASE, VIRA-A, VIRACEPT, VIRAMUNE, VIROPTIC, vitamin A, VOLMAX, VOLTAREN\*, VOSOL OTC\*

W

WELLBUTRIN\*, WELLBUTRIN SR, WELLCOVERIN\*, WESTCORT\*, WIGRAINE SUPPOSITORIES

X

XALATAN, XANAX\*, XELODA, XYLOCAINE\*

Y

yohimbine HCl

Z

ZADITOR, ZANTAC SYRUP, ZANTAC\*, ZARONTIN, ZARONTIN SYRUP\*, ZAROXOLYN, ZERIT, ZESTORETIC, ZESTRIL, ZIAC\*, ZIAGEN, ZITHROMAX, ZOCOR, ZOFRAN, ZOLOFT, ZOVIRAX\*, ZOVIRAX OINT, ZYLOPRIM\*, ZYPREXA, ZYRTEC

\* Only the generic version is preferred. Brand name is non-preferred.



10 @ .75 = 7.50  
10 @ .50 = 5.00  
29 @ .25 = 7.25  

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TOTAL = 19.75

OFFICE OF THE CITY ADMINISTRATOR  
INTER-OFFICE MEMORANDUM  
THOMAS A. LOUGHLIN, 3RD  
CITY ADMINISTRATOR



To: Joseph Catanese, Police Director  
Doug Petix, Director of Finance  
Pat Egan, Personnel Officer  
Dan Torrisi, City Clerk  
Leslie Totten, Payroll Supervisor  
J. Dockhorn, PBA 23 President  
G. Yurkovic, PBA 23A President

From: Thomas A. Loughlin 3<sup>rd</sup>, City Administrator

TAL 3<sup>rd</sup>

Date: August 9, 2002

Subject: PBA Contracts 1/01/02 - 12/31/05

Enclosed please find fully executed copies of contracts for PBA 23 and PBA 23A for years 2002 through 2005.

Please note the attached Side Bar Agreement which clarifies certain prescription drug benefits for PBA members.

Finally please note all changes from the previous contracts. The significant changes, as negotiated, can be found in the following sections:

- Work Schedule
- Salary Guides
- Terminal Leave (d)
- Health Benefits - HMO/PPO copays  
- Prescription drug benefits

Please familiarize yourself with the new contracts and please call should you have any questions..

Cc: Mayor James M. Cahill  
K. Hatfield, Labor Counsel  
file

TAL/bl

P02-04  
P02-05