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ESSEX

AGREEMENT

Between

Newark City of
THE CITY OF NEWARK
NEW JERSEY

-and-

SUPERIOR OFFICERS' ASSOCIATION

(Police)

X JANUARY 1, 1978

through

DECEMBER 31, 1978

LIBRARY

~~Institute of Management and~~
Labor Relations

OCT 19 1981

RUTGERS UNIVERSITY

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PREAMBLE

This Agreement is made and entered into on the date set forth below by and between THE CITY OF NEWARK, NEW JERSEY, having its principal place of business in the City Hall, in the City of Newark, New Jersey, and hereinafter referred to as the "City", and THE POLICE SUPERIOR OFFICERS ASSOCIATION, INC., a duly incorporated association, having its principal place of business at #472 Orange Street, Newark, New Jersey, and hereinafter referred to as the "Association",

WITNESSETH:

Whereas the parties have carried on collective bargaining for the purpose of developing a contract covering salaries, hours of work and other conditions of employment:

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE I

RECOGNITION

A. The City hereby recognizes the Association as the sole and exclusive representative within the meaning of the New Jersey Employer-Employee Relations Act for all Superior Officers employed by the City in the positions of Sergeant, Lieutenant, Captain, Inspector, Legal Analyst, Deputy Chief and excluding Police Officers and other nonsupervisory employees, clerical employees, managerial executives, craft employees, professional employees and all others.

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ARTICLE II

ASSOCIATION SECURITY

Section 1.

Upon the written authorization by an employee covered by this Agreement, the City agrees, in accordance with N.J.S.A. 52:14-15.9e, to deduct once each month, from the salary of each employee, the sum certified as Association dues and forward the sum to the Association Treasurer and/or other duly authorized Association officer. Once an authorization is given, it shall remain in effect unless terminated by the employee upon written notice or termination of his employment. The filing of a notice of withdrawal shall halt deductions as of July 1 or January 1, whichever is sooner next succeeding the date on which the notice of withdrawal is filed.

Section 2.

The Association agrees that it will indemnify and save harmless the City of Newark against any and all actions, claims, demands, losses, or expenses, in any matter resulting from action taken by the City of Newark at the request of the Association under this Article.

ARTICLE III

SERVICE OFFICER

Section 1.

An employee lower than the rank of Captain shall be selected by the Association, subject to the approval of the Director, as

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Article III continued:

service officer and it shall be his duty to assist the next of kin whenever a member of the Association passes away. When the Department is notified of such a death, the officer in charge at the time shall immediately notify the service officer who shall be excused from his regular duties, where practicable, without loss of pay in order to assist the next of kin.

ARTICLE IV

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1.

Purpose:

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Section 2.

Definition:

The term "grievance" as used herein means any difference or dispute arising over the application or interpretation of the terms and conditions of this Agreement and may be raised by an individual, the SOA on behalf of an individual or group of individuals, or the City.

Article IV continued:

Section 3.

Procedure:

Step 1.

An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate Supervisor, for the purpose of resolving the matter informally.

Step 2.

If a grievance is timely, and if no satisfactory agreement is reached within five (5) calendar days after Step #1, then the grievance shall be reduced to writing and submitted to the employee's commanding officer.

Step 3.

If no satisfactory agreement is reached within five (5) calendar days, after Step #2, then a conference will be arranged with the Division Commanding Officer.

Step 4.

Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Chief of Police who shall have ten (10) days to submit his decision.

The aggrieved employee has a right to representation by an official of the Association in Steps 1, 2, 3 and 4. The parties may by mutual agreement, waive Steps 1, 2, 3 and 4.

Step 5.

Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted

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Article IV continued:

to the Director of Police who shall have ten (10) days to submit his decision.

The aggrieved employee has a right to representation by an Official of the Association in Steps 1, 2, 3, 4 and 5 above. The parties shall, by written mutual agreement, waive the above Steps prior Step 4, and particularly Steps 1, 2 and 3 where circumstances warrant appropriate discussion with the Director and/or Chief of Police.

Step 6. Arbitration

Within two (2) weeks of the transmittal of the written answer by the Director, if the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

However, no arbitration hearing shall be scheduled sooner than twenty-one (21) days after the final decision is due or rendered by the Director of Police, whichever is sooner, except for emergent grievances. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration, and an employee who elects to proceed to arbitration shall be deemed to have waived his right to proceed under Civil Service Law, Rules and Regulations and Procedures.

Either party may submit the grievance to one of the members of the arbitration panel noted below, which arbitrators shall

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Article IV continued:

serve in accordance with the rules and regulations of the New Jersey State Board of Mediation. The arbitrator shall be selected in each individual case by rotation. By mutual consent only, the parties may agree to submit multiple issues to the arbitrator selected. The arbitration panel from whom the selection shall be made by rotation, consists of the following:

- 1. Lawrence I. Hammer, Esq.
- 2. Paul Kell
- 3. Jay Kramer, Esq.
- 4. John J. Pearce
- 5. Eva Robbins
- 6. Jack Tillem

The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all the parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement, and shall decide the dispute within thirty (30) calendar days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties. Only the employer or the Association shall have the right to submit a grievance to arbitration.

Section 4. City Grievances

Grievances initiated by the City shall be filed directly with the SOA within five (5) days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after filing a grievance between the representatives of the

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Article IV continued:

City and the SOA in an earnest effort to adjust the difference between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article. 13

Section 5. General Provisions

(a) Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself, provided notification of all meetings, steps and grievance answers are given to the Association and the Association is given the opportunity to be present at all steps of the grievance procedure.

(b) The steps provided for herein may be waived by mutual agreement of the parties.

(c) If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 1.

(a) The hours for those employees who are assigned to steady administrative or investigative shifts shall be eight (8) consecutive hours in one day and five (5) consecutive days for no more than forty (40) hours in one week.

(b) The hours for those employees other than in (a) above shall be various tours of duty worked out in schedule form and made up for no less than three (3) months in advance, but complying with

Article V continued:

the general concept of four (4) days or nights on duty and two (2) days or nights off duty. These members shall, for all purposes have considered as time worked, the preparatory time and standby time as required in M.O.P. 246 and 247.

(c) Each Superior Officer who is assigned to the District Desk, the Detective Bureau Main Desk, or the Headquarters Information Desk shall be granted a lunch break not to exceed thirty (30) minutes during his/her tour of duty. This break shall be taken as near to the mid-point of the officer's tour of duty as possible, provided that the affected officer remains in the building and within sight of his/her duty station in case an emergency situation arises which requires his/her immediate attention.

Section 2.

If an employee is required to work overtime in excess of and in continuation of his regular day's shift and said overtime amounts to one (1) hour or less, said time shall be credited to accumulated overtime, and the employees shall receive compensatory time off. If, however, said overtime is in excess of one (1) hour, said time shall be paid for as overtime pay.

Section 3.

If an employee is required to work on his day off, time off, or vacation day, for less than four (4) hours, he shall be paid for four (4) hours at time and one-half (1 1/2) his regular rate of pay. If he is required to work more than four (4) hours, he shall be paid for all the time worked at time and one-half (1 1/2) his regular rate of pay.

Section 4.

All Detective Lieutenants and Detective Sergeants shall re-

ceive a flat overtime allowance of \$480.00 per year in lieu of overtime worked in connection with routine assignments. When, however, a Detective Lieutenant or Detective Sergeant is specifically ordered to work overtime, other than in the completion of routine assignments, he shall be paid one and one-half (1 1/2) times his regular rate of pay for all time worked overtime. 15

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Article V continued:

Section 5.

Before implementing any change in present hours of work, the Department, with the cooperation of the Association, shall establish an educational program for a five (5) day period whereby the Department and Association will make joint efforts to orient the employees covered by this Agreement concerning such changes in hours. No orientation period shall be required for tentative changes which do not affect an entire unit.

Section 6.

For purposes of overtime, whenever an employee is required to give up his free time it shall be considered work. This shall include uniform inspection, pistol inspection, schools, courses and meetings.

Section 7.

Insofar as the compensation of Police Personnel is provided for by ordinance as an annual salary amount, calculation of a "day's pay" shall be dependent upon both the specific annual salary to which the individual is entitled under the terms of such ordinances as then in effect, and on the official number of work days existing in the calendar year. Official work days shall be exactly equal to the number of weekdays, i.e., Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, occurring in the calendar year. Specific calculation of a day's pay shall be made as follows: the Annual Salary shall be divided by the product of the Official Work Days and the number of standard hours required in a regular work shift. In the case of police personnel, such standard shift shall be considered as eight hours in length. The result of the division indicated shall be truncated after the second

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decimal place, which result shall be utilized as the effective hourly rate for the employee. A "day's pay" shall then be defined as the product of the effective hourly rate and the standard hours per shift (8 hours for uniformed Police personnel).

ARTICLE VI

COURT TIME

Section 1.

If an employee is required to appear in any court, judicial or administrative proceedings, in connection with his duties in the Department on his day off, time off on vacation day, he shall be paid for three (3) hours at his regular straight time pay.

ARTICLE VII

HOLIDAYS

Section 1.

The following shall be considered legal holidays during the term of this Agreement:

- | | |
|--------------------------|---------------------|
| 1. New Year's Day | 8. Independence Day |
| 2. M.L. King's Birthday | 9. Labor Day |
| 3. Lincoln's Birthday | 10. Columbus Day |
| 4. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving |
| 6. Easter Sunday | 13. Christmas Day |
| 7. Memorial Day | |

Section 2.

Each Employee shall be paid seven (7) days' pay for the first seven (7) holidays on the last "non-payday Friday" in June.

Each Employee shall be paid three (3) days' pay for the next three holidays on the first "non-payday Friday" in December.

Each employee shall be credited with three days compensatory time for the remaining three holidays as heretofore administered. Denial of compensatory days shall not exceed two years successively.

The administration offices shall remain open on holidays.

Section 3.

The accumulated compensatory time which was not granted and due for holidays for the period 7/1/65 to 12/31/70 pursuant to Special Orders 65-75, 65-149, and 66- 32 of the Director shall be taken at the discretion of the Director and if not so taken during the period of employment shall be granted as compensatory time leave upon honorable separation from the Police Department. It is understood and agreed that the provisions of these Special Orders noted above have terminated as of December 31, 1970.

ARTICLE VIII:

LONGEVITY

Section 1.

All employees of the Police Department covered by this Agreement shall be entitled to and paid longevity pay in accordance with the provisions of Ordinance 6S and FH adopted November 2, 1966 entitled "Ordinance to Establish a Longevity Pay Program for Employees of the City of Newark, New Jersey."

ARTICLE IX

CLOTHING AND EQUIPMENT ALLOWANCE

Section 1.

All employees of the Department covered by this Agreement shall be entitled to an annual allowance of Five Hundred (\$500.00) Dollars which shall be paid on the first "non payday Friday" in December. Employees who retire from the Department shall be entitled to a prorated clothing allowance to the date upon which they submit their retirement for the year in which such retirement is

submitted. Employees who are honorably separated from the Department shall be entitled to a prorated clothing allowance to the date of such separation for the year in which such separation occurs.

Section 2.

It is agreed that a Joint Committee consisting of representatives of both parties to this Agreement shall be established to review the procedures concerning the periodic inspection of clothing and uniforms.

ARTICLE X

HEALTH INSURANCE AND LIFE INSURANCE

Section 1.

The City agrees to continue to provide Health Insurance Coverage during the lifetime of this Agreement for all employees and their eligible dependents in accordance with the current hospitalization plan (Blue Cross). The Medical-Surgical Plan shall be Prudential 1400B Series, effective August 1, 1977.

Section 2.

The City reserves the right to change insurance carriers during the lifetime of the Agreement so long as substantially similar benefits but no less than those presently in effect are provided by the new carrier. The City shall notify the Association if such change is made. In any event there shall be no interruption of medical benefit coverage for employees and their eligible dependents.

Section 3.

Each active permanent employee covered by this Agreement shall be covered, as of January 1, 1977 by a Life Insurance Five

Article X continued:

Thousand (\$5,000.00) Dollar Death Benefit to be insured by a reputable insurance company or at the City's sole option on a self-insured basis by the City itself. From January 1, 1977 up to and including July 31, 1977, the City shall also pay an additional Ten Thousand (\$10,000.00) Dollar benefit to a deceased employee's family for death resulting from an on the job injury. Effective August 1, 1977 the City shall provide either on a self-insured basis or through a reputable insurance carrier a Ten Thousand (\$10,000.00) Dollar Accidental Death and Accidental Dismemberment coverage.

Section 4.

The said benefits shall reduce to a total of One Thousand Five Hundred (\$1,500.00) Dollars for all active employees who are age sixty five (65) or who shall attain the age of sixty five (65). Said total of One Thousand Five Hundred (\$1,500.00) Dollars shall include all employees who were eligible under the terms of the previous contract or who should retire in the future.

Section 5.

Said Death Benefit Insurance Coverage shall apply only to employees of the City of Newark and not eligible dependents.

Any contract of insurance purchased by the City Pursuant to sections 1 through 4 of this Article, shall be administered in accordance with the underwriting rules and regulations of the insurance carrier. The City's liability shall be limited to the provisions of the carrier's contract only.

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ARTICLE XI

VACATIONS

Vacation period allowed members in the various ranks shall be as follows:

| | |
|--------------|-----------------|
| -Sergeant | 22 working days |
| Lieutenant | 24 working days |
| Captain | 25 working days |
| Inspector | 27 working days |
| Deputy Chief | 27 working days |

Vacations may be taken between January 1 and December 15, provided however, that for administrative purposes, date brackets will be made up in advance and must be adhered to. Seniority in ranks will prevail in vacation choices and picks will be made within working units.

ARTICLE XII

LEAVE OF ABSENCE

Section 1.

Any employee may be granted, with the approval of the Director or acting Director of the Department, leave without pay up to a maximum of six (6) months, provided he shall make such request of the officer in charge at least two weeks in advance of the date for which such leave is desired except in the event of emergency, in which case only reasonable notice for such request shall be required. Request for leave without pay shall not be unreasonably denied.

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Article XII continued:

Section 2.

Leave of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Director or Acting Director and the Municipal Council, which approval may not be unreasonably denied. No further renewal will be granted except upon the approval by the Department of Civil Service.

ARTICLE XIII

FUNERAL LEAVE

Section 1. - Death in the Immediate Family

An employee of the Department covered by this Agreement on application to his commanding officer shall be granted three (3) consecutive days leave of absence and shall suffer no loss of regular pay on the death of wife, husband, father, mother, step-mother, step-father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, step-brother, step-sister, grandfather and grandmother. In special or unusual circumstances the commanding officer may grant additional time off, at his discretion.

Section 2. - Leave Allowance in Special Cases

In special or unusual cases, a commanding officer may allow a police officer or a civilian employee to attend funeral or memorial services for someone other than those persons enumerated in Sections. 1. The intent of this provision is to cover the situation in which someone other than the immediate kin has raised the police officer, or had a very close relationship with him.

Article XIII continued:

Section 3. - Application for Death Leave

Application for a Death Leave shall be executed by employees on the form provided in which shall be stated the specific relationship between the deceased and himself and the days in which he shall be absent. It shall be incumbent upon the commanding officer granting this leave to verify the death of the deceased and the relationship of the subordinate to the deceased.

ARTICLE XIV

SICK AND INJURED LEAVE

Section 1.

The present "sick and injured leave policies shall remain unchanged during the term of this Agreement.

ARTICLE XV

ASSOCIATION NEGOTIATING COMMITTEE

Section 1.

The members of the Association Negotiating Committee, not to exceed three (3) in number, shall be granted time off from duty and shall suffer no loss of regular pay for meetings between the City and the Association for the purpose of negotiating the terms of an Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

Article XVI:

ARTICLE XVI

PROMOTIONS

Section 1.

The table of organization as established in the budget as of the effective date of this contract is to be kept full at all times. However, the table of organization as authorized by present ordinance may be adjusted if the present proportion in ranks is maintained.

Section 2.

Vacancies occurring in Superior Officers positions because of death, retirement, resignation or termination shall be filled by the next pay period.

Section 3.

When an employee is assigned to perform duties of a higher rank for four (4) hours or more the employee so assigned shall be paid the rate of the first step of the higher position for the time he is so assigned.

ARTICLE XVII

MISCELLANEOUS - AIDES

Section 1.

Officers assigned to field supervision in the Patrol Division, shall be assigned Patrolmen to act as Aides. Such Aides shall be chosen by the District Captain from the roster of Police Officers reporting for duty during the supervising officer's tour of duty.

Article XVIII:

ARTICLE XVIII

ACCRUED COMPENSATORY TIME

Section 1.

Any employee covered by this Agreement shall earn three (3) calendar Days for each year of service which will be accrued as compensatory time leave up to a maximum of seventy-five (75) calendar days.- Such leave will be granted to employees upon honorable separation from the Department after a minimum of fifteen (15) years of service.

Section 2.

All monetary benefits that have accrued to an employee, and would have been payable to him during his active employment shall upon his demise, be paid pro-rata where applicable under the contract to his estate provided that such payment is deemed lawful by the City's Corporation Counsel.

ARTICLE XIX

PERSONAL BUSINESS

Section 1.

Each employee covered by this Agreement who was in the employ of the City on the date of signing of the 1976-1977 Agreement, has been credited with ten (10) personal business days.

Section 2.

An employee wishing to utilize any of such personal business days must make application for same in accordance with departmental rules and regulations and such days shall not be used to extend vacations.

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Article XIX continued:

Section 3.

The aforementioned personal business days must be utilized, if at all, by the employee during his active employment with the City prior to the commencement of terminal leave or retirement. The employee shall receive no cash benefit for any of the aforementioned days unless the City has denied him these days off because of manpower requirements.

ARTICLE XX

SENIORITY

Section 1.

Traditional principles of seniority shall apply to employees covered by this Agreement. Seniority is defined to mean the accumulated length of service with the Department, computed from the last promotion date. An employee's length of service shall not be reduced by absence for bona fide illness or injury, certified by a physician, not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon.

Seniority shall be lost and employment terminated if any of the following occur:

- (a) Discharge
- (b) Resignation
- (c) Absence for five (5) consecutive days without leave or notice or justifiable reason for failing to give same.

Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the employee to dis-

Article XX continued:

disciplinary action. The interpretation and application of this Article shall be in conformity with all applicable statutes and rules and regulations.

ARTICLE XXI

MAINTENANCE OF STANDARDS

All rights, privileges and benefits existing prior to this Agreement are retained with the following exceptions:

(a) Those benefits abridged or modified by this Agreement.

or

(b) Those changes in benefits which are not substantial and unreasonable.

Elimination or modification of rights, privileges or benefits which are substantial and unreasonable shall be subject to the Grievance Procedure.

ARTICLE XXII

MANAGEMENT RIGHTS

Section 1.

The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(a) To the executive management and administrative control of the City Government and its properties and facilities,

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Article XXII continued:

(b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and promote and transfer employees;

(c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

(d) To the executive management of the Police Department by economical and efficient selection, utilization, deployment and disposition of equipment, notwithstanding any other provisions of this Agreement.

Section 2.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules regulations and practices and futherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

Section 3.

Nothing contained in this Article shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE XXIII

RULES AND REGULATIONS

Section 1.

The City may establish and enforce reasonable and just rules.

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Article XXIII continued:

and regulations in connection with its operation of the Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Association and opportunity for the discussion of the new rules and regulations shall be afforded to the Association before implementing same.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article IV of this Agreement.

The Association shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this Agreement or the promulgation of any new rule or regulation thirty (30) calendar days after the promulgation and furnishing of same to the Association as to the reasonableness or propriety of said rule or regulation. The foregoing shall not preclude the Association from grieving the application or interpretation of any rule or regulation in accordance with Article IV.

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Article XXIV:

ARTICLE XXIV
PUNITIVE DAMAGES

Section 1.

Whenever any civil action is brought against any employee covered by this Agreement for any act or omission arising out of and in the course of his employment, the City shall defray all costs of defending such action, and shall furnish counsel for the defense of such action, and the costs of appeal, if any, and shall pay any adverse judgment, save harmless, and protect such person from any financial loss resulting therefrom.

Where, however, the plaintiff in such action makes a claim for punitive damages in addition to any claim for compensatory damages the following procedure will apply: as to the claim for compensatory damages the provisions of the preceding paragraph shall apply. As to the claim for punitive damages, the City shall defend the action on behalf of the employee until after all discovery proceedings have been completed. Upon completion of discovery, the City and the Association shall confer and if it appears that the employee did not act in a reckless or wanton manner outside the scope of his employment, or if it appears that such an issue is one over which reasonable men may differ, the City shall continue to defend the action on behalf of the employee and the provisions of the preceding paragraph shall apply. If, however, it appears that the employee acted wantonly, recklessly and outside the scope of his employment, the City shall not defend the action, and shall

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Article XXIV continued:

advise the employee to retain separate counsel for the defense of the claim for punitive damages. The City shall reimburse the employee for all reasonable attorney's fees incurred, and costs. In the event the plaintiff is successful at trial in his claim against the employee for punitive damages and a judgment for punitive damages is returned against the employee, the City and the employee shall have the right to appeal the judgment for punitive damages to the Appellate Division but, in event the City and the employee do not appeal said judgment the Association shall have the right to submit the reasonableness of the verdict as to punitive damages to arbitration in accordance with the arbitration provisions of this Agreement. In the event the Arbitrator after reviewing the entire matter, including the trial record, finds the verdict as to punitive damages to be justified, the employee shall pay said judgment. In the event the Arbitrator finds the verdict to be unjustified, the City shall pay the judgment.

ARTICLE XXV

EXTRA CONTRACT AGREEMENTS

Section 1.

The City agrees not to enter into any other Agreement or contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the Association agrees to any change in writing.

Article XXVI:

ARTICLE XXVI
BAN ON STRIKES

Section 1.

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Association, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

Section 2.

The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

Section 3.

The Association shall not be held liable for unauthorized acts of unit employees provided the Association will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned and ordering all who participate in such activity to cease and desist from same

Article XXVI continued:

immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

ARTICLE XXVII

DISCRIMINATION AND COERCION

Section 1.

There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the Association or against the employees represented by the Association because of membership or activity in the Association. There shall be no discrimination or coercion by the Association or any of their Agents against any employees covered by this Agreement because of membership or non-membership in the Association. Nor shall the Employer discriminate in favor of, or assist, any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Employer nor the Association shall discriminate against any employee because of race, color, creed, age, or national origin. The City will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE XXVIII

INVESTIGATIONS

General Order 68-3 is recognized as the guideline for employees in regard to official investigations and a copy of this Order shall be given to every employee.

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Article XXIX:

ARTICLE XXIX

ASSOCIATION PRIVILEGES-RESPONSIBILITIES

Section 1.

The Association shall have the right to visit the Director and Headquarters and other police facilities at all reasonable hours for Association business. The Association will not abuse this right.

Section 2:

Copies of all general orders, rules and regulations, and commu- +
nications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Association within twenty-four (24) hours of their promulgation.

Section 3.

The Association may use the Department mail or message routing system and may use Department mail boxes. Such use shall be reasonable. The Association shall pay for its own postage and stationery.

Section 4.

The Association and the City shall be responsible for acquainting members and managerial personnel respectively with the provisions of this Agreement, and shall be responsible for the adherence of the terms of this Agreement by its members and managerial personnel during the life of this Agreement.

ARTICLE XXX

SAVINGS CLAUSE

Section 1.

In the event that any provision of this Agreement shall at

Article XXX continued:

any time be declared invalid by Legislative act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXXI

WAGES

Wages shall be paid to all employees covered by this Agreement in accordance with Appendix A attached hereto and made a part hereof.

ARTICLE XXXII

FULLY BARGAINED PROVISIONS

Section 1.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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ARTICLE XXXIII

DURATION

Section 1.

This Agreement shall be in full force and effect as of January 1, 1978, and shall be in effect to and including December 31, 1978. On or after July 1, 1978 and prior to August 1, 1978, either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement.

Section 2.

Collective Negotiations for a successor Agreement shall be conducted in accordance with the then-prevailing rules and regulations of the Public Employment Relations Commission.

Section 3.

The terms of this Agreement shall continue in effect during the negotiations between the parties.

Whereas the parties have executed this Agreement this day of _____, 1979

WITNESS:

CITY OF NEWARK

WITNESS:

SUPERIOR OFFICERS ASSOCIATION-
NEWARK POLICE

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APPENDIX A

Section 1.

Commencing January 1, 1978, the following salaries shall be paid to employees covered by this Agreement.

| <u>POSITIONS</u> | <u>ANNUAL MINIMUM SALARY</u> | <u>MIDDLE STEP</u> | <u>ANNUAL MAXIMUM SALARY</u> |
|--|------------------------------|--------------------|------------------------------|
| Deputy Police Chief January 1, 1978 | \$24,687 | \$25,431 | \$26,182 |
| Police Inspector January 1, 1978 | \$22,441 | \$23,188 | \$23,934 |
| Police Captain January 1, 1978 | \$20,196 | \$20,945 | \$21,692 |
| Police Lieutenant January 1, 1978 | \$17,951 | \$18,701 | \$19,447 |
| Police Sergeant January 1, 1978 | \$16,457 | \$16,979 | \$17,501 |
| Legal Analyst January 1, 1978 | \$22,442 | \$22,442 | \$22,442 |

Section 2.

All retroactive salary increases shall be paid by separate check and issued as soon as may be practicable on any Friday which is not a regular pay day.