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AGREEMENT

Between

Newark, City of  
THE CITY OF NEWARK,

NEW JERSEY

-and-

NEWARK POLICE IDENTIFICATION

SUPERIOR OFFICERS ASSOCIATION

X JANUARY 1, 1978

-through-

DECEMBER 31, 1978

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Institute of Management and  
Labor Relations  
OCT 19 1981  
RUTGERS UNIVERSITY

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P R E A M B L E

THIS AGREEMENT, made this            day of            , 1978,  
by and between THE CITY OF NEWARK, NEW JERSEY, having its prin-  
cipal place of business in the City Hall, in the City of Newark,  
New Jersey, and hereinafter referred to as the "City" and  
NEWARK POLICE IDENTIFICATION SUPERIOR OFFICERS ASSOCIATION, re-  
presented by the Police Superior Officers Association, Inc., a  
duly incorporated association, having its principal place of  
business at #472 Orange Street, Newark, New Jersey, and herein-  
after 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:

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ARTICLE I

RECOGNITION

Section 1.

The City hereby recognizes the Association as the sole and exclusive representative for purposes of collective negotiations for all Superior Officers employed as Chief Identification Officer, Assistant Chief Identification Officer, Coordinator of Criminal Reports, Civilian Activities Coordinator, Supervisor of Tabulating Machine Operations, Assistant Supervisor of Tabulating Machine Operations, Chief Police Telephone and Teletype Operator, and Police Signal System Superintendent, employed by the Newark Police Department, but excluding all police officers, clerical and professional employees, craft employees, managerial executives and all others.

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ARTICLE II

PAYROLL DEDUCTION OF ASSOCIATION DUES

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.

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ARTICLE III

SERVICE OFFICER

Section I.

The Service Officer of the Superior Officers Association shall be selected by the Association, subject to the approval of the Director, as 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 may be excused from his regular duties, where practicable, and without disrupting operations, without loss of pay, in order to assist the next of kin.

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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.

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



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

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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 may, by written mutual agreement, waive the above Steps prior to 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 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. The arbitration panel from who 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 City and the SOA in an earnest effort to adjust the differences 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.

Section 5. General Provisions: 25

(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 grievances within the time limits as hereinbefore provided, such grievance may be processed to the next step.

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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 hours of duty worked out in schedule form and made up for no less than three (3) months in advance, but complying with 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) The language in the Superior Officers Contract is incorporated by reference, as contained in Article V Section 1c therein.

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.

Article V continued:

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 (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.

Before implementing any changes 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 5.

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 6. The language in Article V Section 7 of the Superior Officers Contract is incorporated by reference.

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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 or 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. Veterans' Day   |
| 5. Good Friday           | 12. Thanksgiving    |
| 6. Easter Sunday         | 13. Christmas Day   |
| 7. Memorial Day          |                     |

Section 2.

The language in Article VII Section 2 of the Superior Officers Contract is incorporated by reference.

Article VII continued:

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 I.

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."



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ARTICLE IX

CLOTHING AND EQUIPMENT MAINTENANCE 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 payable the "non payday Friday" of December. Employees who retire from the Department shall be entitled to a pro-rated 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 pro-rated clothing allowance to the date of such separation for the year in which such separation occurs.

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 the Prudential 1400-B 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

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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 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.

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Section 6.

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

Section 1.

Present vacation benefits shall be continued for the life of this Agreement for all employees covered under this Agreement.

Section 2.

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.

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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. Requests for leave without pay shall not be unreasonably denied.

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.

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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 service for someone other than those persons enumerated in Section 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.

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.

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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 Superior Officers Association Negotiating Committee, not to exceed three (3) in number, shall be granted time off from duty and shall suffer no loss or 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

PROMOTIONS

Section 1.

Vacancies occurring in the position of Chief Identification Officer because of death, retirement, resignation or termination, shall be filled from within the rank of Assistant Chief Identification Officers provided the employee has the necessary qualifications and ability to perform the work. Vacancies occurring in the positions

Article XVI continued:

of Assistant Chief Identification Officers, because of death, retirement, resignation or termination, shall be filled from within the rank of Identification Officers provided the employee has the necessary qualifications and ability to perform the work.

Section 2.

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

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 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.



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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.

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ARTICLE XVIII-A

PERSONAL BUSINESS

Section 1.

Any employee covered by this Agreement who is in the employ of the City (and not on terminal leave) on the date of signing of this Agreement, will be credited with ten (10) personal business days.

Section 2.

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

Section 3.

The aforementioned personal business days must be utilized, if at all, by the employee during his active employment with the City and prior to the commencement of terminal leave or retirement. The employee shall receive no cash benefit for any of the aforementioned days.

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ARTICLE XIX

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

ARTICLE XXI

MANAGEMENT RIGHTS

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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, and the activities of its employees;

(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 furtherance thereof, and the use of judgment and discretion in connection therewith shall be

Article XXI continued:

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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 herein 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 XXII

RULES AND REGULATIONS

Section 1.

The City may establish and enforce reasonable and just rules 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

Article XXII continued: js

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 contract.

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.

### ARTICLE XXIII

#### 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 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 attorneys' 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 the 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

Article XXIII continued:

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 XXIV

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 Association agrees to any change in writing.

ARTICLE XXV.

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.



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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 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.

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ARTICLE XXVI

DISCRIMINATION AND COERCION

Section 1:

There shall be no discrimination, interference or coercion by 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 XXVII

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 XXVIII

ASSOCIATION PRIVILEGES AND 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 communications 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.

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ARTICLE XXIX

SAVINGS CLAUSE

Section 1.

In the event that any provision of this Agreement shall at 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.

Section 2.

The City and the Association recognize the applicability of existing Presidential Executive Orders concerning prices, rents, wages and salaries. The parties agree to abide fully by the provisions of the aforementioned Presidential Executive Orders and other applicable present or future Executive Orders or Legislation, and that in the event any or all the salary increases or other economic changes for 1974 or beyond cannot legally be made effective, such increases or changes shall be omitted or proportionately adjusted according to law. The parties further agree that in the event IRS or other approval is required to implement any economic changes in this Agreement, the parties will jointly request such approval.

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ARTICLE XXX

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 XXXI

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 only 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, without any reopening date. 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.

In the event that the parties have not achieved a mutually satisfactory Agreement by November 1, 1978, the parties will file a joint request in writing for the appointment of a mediator with the Public Employment Relations Commission, pursuant to Chapter 123, Public Laws of 1974. The aforementioned date may be extended by mutual agreement of both parties.

Section 3.

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

WITNESSED:

CITY OF NEWARK

\_\_\_\_\_  
FRANK D'ASCENSIO  
CITY CLERK

\_\_\_\_\_

WITNESSED:

\_\_\_\_\_  
NEWARK POLICE IDENTIFICATION  
SUPERIOR OFFICERS ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

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SUPERIOR IDENTIFICATION OFFICERS ASSOCIATION

APPENDIX A

Salaries Effective January 1, 1978

| <u>POSITIONS</u>  | <u>ANNUAL MINIMUM SALARY</u> | <u>MIDDLE STEP</u> | <u>ANNUAL MAXIMUM SALARY</u> |
|---|------------------------------|--------------------|------------------------------|
| Chief Identification Officer                              | \$22,441                     | \$23,188           | \$23,934                     |
| Assistant Chief Identification Officer                    | 17,951                       | 18,701             | 19,447                       |
| Chief Police Telephone and Teletype Operator              | 17,951                       | 18,701             | 19,447                       |
| Coordinator of Criminal Reports                           | 17,951                       | 18,701             | 19,447                       |
| Civilian Activities Coordinator                           | 17,951                       | 18,701             | 19,447                       |
| Supervisor of Tabulating Machine Operations               | 17,951                       | 18,701             | 19,447                       |
| Assistant Supervisor of Tabulating Machine Operations     | 16,457                       | 16,979             | 17,501                       |
| Police Signal Superintendent<br>(Ordinance 6S&Fk, 5/4/77) | 18,038                       | -                  | 21,925                       |