

**AN AGREEMENT BETWEEN**  
**THE F.O.P. LODGE NO. 4**  
**AND**  
**THE CITY OF NEWARK, DELAWARE**  
**JANUARY 1, 2019 - DECEMBER 31, 2020**

**CITY OF NEWARK  
AND  
F.O.P. LODGE NO. 4**

**AGREEMENT**

**TABLE OF CONTENTS**

	<u>PAGE</u>
AGREEMENT .....	1
ARTICLE I - GENERAL .....	1
Sec. 1.    Union Recognition .....	1
Sec. 2.    Payroll Deduction of Dues .....	1
Sec. 3.    Management of Municipality .....	1
Sec. 4.    Definitions .....	2
Sec. 5.    No Strike Pledge .....	3
Sec. 6.    F.O.P. Security .....	3
Sec. 7.    Non-Discrimination .....	4
Sec. 8.    No Worsening of Present Standards .....	4
Sec. 9.    Loyalty .....	4
Sec. 10.   1995 Letter of Agreement Term .....	5
Sec. 11.   Deputy Chief Positions .....	5
ARTICLE II - GRIEVANCE PROCEDURE .....	6
Sec. 1.    Grievance Procedure .....	6
Sec. 2.    Arbitration .....	7
Sec. 3.    Additional Limitations .....	8
Sec. 4.    Municipality Grievance .....	8
Sec. 5.    Objectivity .....	8
Sec. 6.    Cooperation .....	9
ARTICLE III – HOURS AND LEAVES OF ABSENCES .....	10
Sec. 1.    Hours and Overtime .....	10
Sec. 2.    Sick Leave .....	10
Sec. 3.    Holidays .....	11
Sec. 4.    Vacations .....	12
Sec. 5.    Death in Family .....	14
Sec. 6.    F.O.P. Leave .....	14
Sec. 7.    Military Leave .....	14
Sec. 8.    Shift Trades .....	15

Sec. 9.	Emergency Leave.....	15
Sec. 10.	Essential Personnel Time – Effective 01/01/15.....	16
Sec. 11.	Jury Duty .....	16
ARTICLE IV - WAGES .....		17
Sec. 1.	Salary Schedule .....	17
Sec. 2.	Service Award .....	17
Sec. 3.	Emergency Call-Out Pay .....	17
Sec. 4.	Standby Pay .....	17
Sec. 5.	Court Pay .....	18
Sec. 6.	Meal Allowance .....	18
Sec. 7.	Clothing Allowance .....	18
Sec. 8.	Working Out of Grade.....	19
Sec. 9.	Overtime Compensation .....	20
Sec. 10.	Field Training Officer .....	21
ARTICLE V - FRINGE BENEFITS .....		21
Sec. 1.	Group Health Insurance.....	21
Sec. 2.	Group Dental Insurance.....	21
Sec. 3.	Labor-Management Health and Dental Insurance Committee .....	21
Sec. 4.	Retirement Health Insurance .....	22
Sec. 5.	Retirement Pension Plan .....	23
Sec. 6.	Duplicate Insurance .....	25
Sec. 7.	Police Professional Liability Insurance .....	25
Sec. 8.	Life Insurance .....	25
Sec. 9.	Long-Term Disability Insurance .....	25
Sec. 10.	Job-Related Illnesses and Injuries .....	26
Sec. 11.	Uniform Shoes.....	26
Sec. 12.	Voluntary Education Assistance .....	26
Sec. 13.	Survivor Insurance.....	27
ARTICLE VI - POLICIES .....		28
Sec. 1.	Discipline .....	28
Sec. 2.	Lay-Offs.....	29
Sec. 3.	Residency Restriction Guarantee .....	30
Sec. 4.	Legal Defense .....	30
Sec. 5.	Advanced Schooling.....	30
Sec. 6.	Promotional List.....	30
Sec. 7.	Schedule Transfers.....	31

Sec. 8.	Career Development Program .....	31
Sec. 9.	Drug Testing .....	34
Sec. 10.	GPS.....	35
ARTICLE VII - DURATION.....		36
Sec. 1.	Alteration of Agreement .....	36
Sec. 2.	Embodiment .....	36
Sec. 3.	Duration.....	36
Sec. 4.	Pension Side Letter of Agreement.....	37
APPENDIX A Benefits for On-The-Job Injuries or Job-Related Illnesses .....		38
APPENDIX B Annual Base Salary Schedules .....		44
APPENDIX C Drug and Alcohol Policy.....		48

# FRATERNAL ORDER OF POLICE

## AGREEMENT

Entered into this 29 day of May 2018 between the City of Newark, Delaware, hereinafter referred to as the Municipality or City, and the Newark Fraternal Order of Police Lodge No. 4, hereinafter referred to as the Lodge or F.O.P.

## ARTICLE I - GENERAL

### Sec. 1. Union Recognition

The Municipality recognizes the Newark Fraternal Order of Police Lodge No. 4 as the exclusive bargaining agent for the employees certified by the Department of Labor and Industrial Relations.

### Sec. 2. Payroll Deduction of Dues

- A. Upon written authorization of any employee covered by this contract, the Municipality shall deduct from his wages the monthly amount of dues as certified by the Secretary of the Lodge and shall deliver the same to the Treasurer of the Lodge.
- B. The Lodge shall deliver to the Municipality at least ten (10) days before the end of the current pay period additional "Check-off of Dues Forms" under which membership dues for the current pay period are to be deducted. Dues withheld shall be transmitted by the Municipality with a list of those for whom such deductions have been made, to the duly elected Treasurer of the Lodge not later than the tenth (10th) working day of the following month.
- C. The F.O.P. shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this section.

### Sec. 3. Management of Municipality

The parties recognize that an area of responsibility must be reserved to the management of the Municipality if it is to function effectively. It is agreed that the following responsibilities of management are specifically reserved to management and are not subject to collective bargaining, except where any of them concern wages, salaries, hours, vacations, sick leave, grievance procedures and other terms and conditions of employment specifically defined in this agreement.

The determination of the services and the standard of services to be rendered to the citizens of the Municipality; the determination of the Municipality's financial organization, policies and accounting procedures; the determination of the standards to be used in selection for employment; the sole right to hire; the determination of the number of men or

women to be employed or retained in employment; the necessity for overtime and the amount of overtime required; the maintenance of discipline; the determination of methods, means, and personnel by which the City's operations are to be conducted; the determination of the content of job classifications; the fulfillment of all of its legal responsibilities; and all rights and responsibilities not specifically modified by this agreement.

#### Sec. 4. Definitions

When used herein the words and phrases defined hereinafter shall have the following meaning unless a different meaning is clearly required by the context of the agreement.

- A. Continuous Service shall mean service as an employee of Newark since the date of last employment in the case of Sick Leave (Art. III, Sec. 2), Vacations (Art. III, Sec. 4), and Lay-Offs (Art. VI, Sec. 2), "continuous service" shall mean service since the date of last employment as a City Police Officer. In the case of promotions, "continuous service" shall mean uninterrupted service since last employment as a City Police Officer, Corporal, Master Corporal, Sergeant, Lieutenant and Captain. Credit for promotions shall also be given for: 1) prior City service (in the case of an employee who leaves City employment and then returns) as a Police Officer, Corporal, Master Corporal, Sergeant, Lieutenant and Captain; and 2) service as a sworn police officer with a police agency other than the City of Newark. With regard to the latter two (2) types of service, credit in the amount of one-half (1/2) of the total service may be applied to the seniority portion of any police promotional formula; such credit shall not exceed one (1) year in the case of prior City service or six (6) months in the case of service with a police agency other than the City of Newark. [It is understood that in the case of Retirement (Art. V, Sec. 2.) "continuous service" shall mean service since last employment as a City Police Officer and that only this service may become "credited service" toward the police retirement benefit cited in Sec. 2. Any other type of eligible City non-Police Officer service shall be credited separately to the appropriate non-police retirement benefit.] Service shall be deemed to have been continuous even though the same shall have been interrupted by an absence from employment provided that such absence shall have been due to leave of absence approved in writing, disciplinary suspension, layoff, temporary lay-off on account of lack of work or finances, Military Service, sickness or disability, and provided that no such absence except for Military Service, shall have been continuous for more than one (1) year.
- B. Employee and Employees shall include Police Officers in the rank of Police Officer, Corporal, Master Corporal, Sergeant, Lieutenant and Captain.
- C. Probationary employee shall mean (i) an employee who has never accrued seniority under this agreement or predecessor agreement between the City and the F.O.P, and who has served less than twelve (12) months as a City of Newark sworn police officer; or ii) a recruit officer until six (6) months after the recruit officer has graduated from a recognized academy or successfully completed field training, whichever is longer.



- D. New Hires with Prior Military Service shall include members that successfully employ with the City through prior military experience, and without the minimum 60 credits, shall reasonably coordinate with the City his or her continued educational development as a piece of the Career Development Program.

Sec. 5. No Strike Pledge

- A. Under no circumstances will the F.O.P. cause or permit its members to cause, nor will any member of the bargaining unit, take part in any strike, stay-in, sit-down, or slowdown in any department of the City, or any curtailment of work or restriction of production, or interference with the operations of the City, or picket in uniform or on City time, or in such a way as to hamper City operations.
- B. In the event of work stoppage, picketing in uniform or on City time, or in such a way as to hamper City operations, or any other curtailment by the F.O.P. or the employees covered hereunder, the F.O.P., by its officers and agents, shall immediately declare such work stoppage, picketing in uniform, or on City time, or in such a way as to hamper City operations, or other curtailment, to be illegal and unauthorized in writing to the employees, and order said employees, in writing, to stop the said conduct and return to work. Copies of such written notices shall be served upon the City. The F.O.P. shall do everything in its power to obtain the return to work from said employees.
- C. The City shall have the sole and unlimited right to discipline, including summary discharge, any employee who instigates, participates in, or gives leadership to, any activity herein prohibited. Any violation of the requirements of this section is grounds for immediate cancellation of this agreement by the City.

Sec. 6. F.O.P. Security

- A. All Newark police officers shall have the right to join or refrain from joining the F.O.P. Any employee who chooses not to join and who is covered by the terms of this agreement shall be required, however, to pay a service fee equal to the monthly dues of the F.O.P. These fees will be Deducted by the City in accordance with the provisions set forth in Article I, Sec. 2. Other than the payment of the monthly service fee, employees who choose not to join the F.O.P. shall be under no further obligation or requirement of any kind to the Lodge.
- B. Notwithstanding the provisions of Paragraph A herein, the right of non-association of employees is recognized and safeguarded. Employees who have bona fide organized religious beliefs which preclude them from paying dues to a labor organization shall pay an equivalent amount to a non-religious charity or another charitable organization mutually agreed to by the employee and the F.O.P. The employee shall furnish written proof to the F.O.P. that such payment has been made.

Sec. 7.        Non-Discrimination

The Municipality and the F.O.P. have maintained a policy and practice of non-discrimination in employment, admission or access, and treatment in all programs and activities. The application of this policy of non-discrimination on the basis of race, sex, color, national origin or handicapped status will continue in accordance with the policies of the Municipality and the terms of this collective bargaining agreement.

Sec. 8.        No Worsening of Present Standards

- A.     The Municipality agrees that all conditions of employment relating to wages, salaries, hours, insurance, vacations, sick leave, grievance procedures and all other terms and conditions of employment that have an impact on the economic well-being of the employee shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the same shall be improved wherever specific provisions for improvement are made elsewhere in this agreement. This paragraph is not intended to change any presently existing employment conditions that do not have an impact on the economic well-being of the employee. The words "employment conditions" as used in this paragraph shall mean any established practice or procedure, the primary intent of which is to better the working conditions of the individual employee rather than to enhance the operational efficiency of the Department. In no event shall this section be construed so as to prohibit the Municipality from exercising disciplinary authority (including suspension without pay) or from requiring that new employees of the Police Department meet Municipality Police Department employment standards.
- B.     The equipment and facilities shall be maintained so as not to endanger the safety and health of the employees.
- C.     All newly purchased police patrol or staff cars will be equipped with heating and air-conditioning.
- D.     The Lodge shall be provided space to maintain a separate bulletin board where notices of official Lodge matters may be posted by the Lodge in the Police Station or any substation of the Police Department.

Sec. 9.        Loyalty

- A.     The Lodge agrees that the employees of the unit which it represents should individually and collectively perform loyal efficient service, that it will use its influence and best efforts to protect the effectiveness of the service rendered by the Municipality, that it will safeguard the integrity of employee performance to the maximum extent possible, and that it will cooperate in promoting and advancing the morale of its employees and the welfare of the Municipality.
- B.     The Lodge is obligated to actively support the employer's efforts to eliminate waste; conserve materials and supplies; uphold high standards of workmanship and safety practices; minimize absenteeism, tardiness,



carelessness, and any other conditions which adversely affect or hamper the efficiency of the operations of the Municipality; and encourage the submission of improvements and cost reduction ideas.

- C. The parties recognize the utility of continued communication during the term of the agreement so that management has the opportunity to be made aware of employee suggestions, problems and concerns and so that employees have the opportunity to have their ideas heard and also so that they better understand the reasons behind management operating policies. Accordingly, in addition to the present communication methods available, a management-employee meeting will be held during the first week of each month, the exact date to be confirmed with the Chief of Police. The Lodge representatives may be any three (3) officers (but in no case above the rank of Sergeant) it designates, no more than one (1) of whom may be on duty at the time of the meeting. City representatives shall be the Chief of Police (unless on vacation or otherwise unavailable in which case the meeting may be rescheduled) and/or a representative from the City Manager's Office. The meeting shall not exceed one (1) hour per month unless extended by mutual agreement. A written agenda of topics to be discussed shall be submitted by either party seven (7) days prior to such meeting. If no agenda is submitted in accordance with the above in any month, no meeting need be scheduled. The City will make available summary minutes of the meetings. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings, but are intended as a means of fostering improved employment relations and more efficient police service.

Sec. 10. 1995 Letter of Agreement Term

If the City agrees to grant an across-the-board increase of base wages in excess of four percent (4.0%) or to make a cash payment to all members of any other bargaining unit, then the members of the F.O.P. shall also receive the same increase or payment.

Sec. 11. Deputy Chief Positions

- A. In the event that either or both of the Deputy Chief position become vacant, actively employed members of the bargaining unit shall fill the Agency unless mutually agreed in writing by the parties. Disputes regarding this section shall be resolved through an independent arbitrator pursuant to procedures established by the American Arbitration Association.
- B. The Deputy Chief position shall retain all pension and post-retirement benefits in accordance with the agreement, if the position is filled by a member of the Unit. In the event that a Deputy Chief position is filled with an outside candidate, that person shall receive Management benefits as defined by the City Code.
- C. The Deputy Chief position shall have a six (6) month probationary period where the employee may revert back to his or her previous rank whether by election of the employee or the City.

## ARTICLE II - GRIEVANCE PROCEDURE

### Sec. 1. Grievance Procedure

- A. The employees in this bargaining unit may be represented for the purpose of grievance or dispute adjustment by a grievance committee of three (3) members, including the president of Lodge No. 4, who shall function as the official chairman of the grievance committee.
- B. Any grievance, which may arise between the parties, shall be settled in the following manner. However, disputes shall be fully exhausted after the reply from the City Manager or his representative at Step Two (2). Time limits, as set forth herein, may be extended in writing by agreement of the parties.
- C. A grievance shall, for the purpose of this agreement, be defined as a disagreement, which may arise between the parties concerning the application, meaning or interpretation of this agreement unless specifically excluded by this agreement. A dispute shall, for the purpose of this agreement, be defined as any disagreement, which may arise between the parties regarding matters other than those concerning the application, meaning or interpretation of this agreement.

#### STEP ONE (1):

Any employee having a grievance or dispute, or one (1) designated member of a group having a grievance or dispute shall first, and within two (2) weeks of the date he knew or should have known of the cause for his grievance or dispute, reduce the grievance or dispute to writing on forms provided by the Municipality and submit it directly to the Chief of Police. The grievance shall indicate the specific contract provision involved, the manner in which the contract has been violated and the remedy sought. The employee(s) involved and a member of the grievance committee shall sign the grievance prior to its submission. The chain of command process with any resolution, which may come of it, must be completed within one (1) week from the original written grievance or dispute submission date. If the grievance is not resolved to the satisfaction of the grievant, F.O.P. and the City in the chain of command, the Chief of Police after holding any review or meeting he determines necessary, shall give his decision within two (2) weeks from the original written grievance or dispute submission date, and he shall sign the written form with his conclusion clearly written thereon.

#### STEP TWO (2):

If the decision of the Chief of Police shall be unsatisfactory, the Lodge shall have the right through its grievance committee, and with the concurrence of the grievant(s), of appeal of said grievance or dispute to the City Manager and/or his representative(s). Request for such appeal meeting must be made to the City Manager, in writing, by the chairman of the grievance committee, within five (5) business weekdays after the decision has been submitted by the Chief of Police to the Lodge in Step One (1) of the grievance procedure. The City Manager and/or

his representative(s) will arrange for a meeting within seven (7) business weekdays from the date of receipt of appeal. This meeting shall be attended by the grievance committee. The City Manager and/or his representative(s) shall submit his decision, in writing, within seven (7) business weekdays following the appeal meeting and affix his signature thereto.

Sec. 2.      Arbitration

STEP THREE (3): APPEAL TO THE ARBITRATOR

- A.     In the event a grievance is still unsettled, it may be appealed to arbitration. Requests for arbitration shall be made to the American Arbitration Association in writing by certified mail, with a copy to the Municipality, within ten (10) days after the final decision has been given at Step Two (2) of the grievance procedure, otherwise such case shall be considered settled on the basis of the decision so rendered.
- B.     Any grievance arising out of or relating to the interpretation or application of this agreement shall be submitted to arbitration under the voluntary labor arbitration rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them. The cost of the arbitrator's fees and expenses shall be borne by the party against whom the arbitrator's decision is made. The arbitrator shall, in his decision, stipulate the party against whom his decision is made and all arbitration fees and expense invoices shall be directed to that party.
- C.     The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the hearing. The arbitration award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue(s) submitted. The arbitrator shall limit the decision strictly to the application and the interpretation of the provisions of the agreement. Issues involving increased costs, which are matters of contract negotiations, such as the development and modification of a system-wide salary schedule, are not arbitrable. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or amending, or adding to, or eliminating, of varying in any way, the terms of this agreement, or of applicable laws or rules and regulations having the force and effect of law. In no event shall the scope of the arbitration exceed the interpretation and application of this agreement. Such scope will be limited to the specific subject matter jointly submitted. The arbitrator shall be without power to make decisions limiting or interfering with the powers, duties and responsibilities of the City of Newark under its Charter, applicable law and rules and regulations having the force and effect of law.
- D.     In case of a grievance involving any continuing or other money claim against the Municipality, no award shall be made by the arbitrator which shall allow any alleged accruals prior to the date when such grievance shall have been presented to the Municipality in writing except in a case whereby the employee or the Lodge due to the lack of knowledge could not know prior to that date that there were grounds for a claim. In such cases, retroactive claims shall

be limited to a period of twenty (20) calendar days prior to the date the claim was first filed in writing.

- E. Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of the No-Strike Pledge in this agreement. Also excluded from arbitration is any matter otherwise subject to arbitration, but over which the union strikes, contrary to its No-Strike Pledge in this agreement. Excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article I, Sec. 3 of this agreement or which question the use or application of any right over which the employer is given unilateral discretion in this agreement excepting those rights relinquished by this agreement.
- F. The union has the right to appeal any disciplinary action to arbitration in accordance with this section.

### Sec. 3. Additional Limitations

Any employee or group of employees seeking arbitration under the provisions of this article agree that as a condition for the submission of an issue to arbitration, the grievant knowingly and willingly agrees to accept the contractually provided for arbitration procedure as satisfying any state or federally required procedural due process and to accept the decision of the arbitrator as dispositive of all substantive due process rights. If any employee or group of employees refuses to accept these terms and conditions, said grievance shall be ruled nonarbitrable. Should any state or federal legislation or court decision rule that any employee can maintain a court action and not be bound by the arbitrator's decision on issues actually raised or on issues that could have been raised, all subsequent issues of that type and kind shall no longer be heard in arbitration. No grievance alleging violations of race, color, religion, national origin or age (as provided by law) shall be subject to arbitration.

### Sec. 4. Municipality Grievance

Any grievance which the Municipality may have against the Lodge involving the interpretation or application of this agreement shall be presented to the grievance committee of the Lodge. In the event the matter is not satisfactorily adjusted within four (4) weeks after such presentation, it may be appealed to arbitration as provided for in Sec. 2., Arbitration.

### Sec. 5. Objectivity

The Lodge is obligated, when reviewing or submitting disputes, grievances, appeals, or problems encountered, to make every reasonable effort to ascertain, document, and present the true facts relating to the situation in order to facilitate appropriate and timely resolution or action.

Sec. 6.      Cooperation

The Lodge agrees to cooperate with the employer, upon request, in formulating steps necessary to alleviate any abuses of responsibilities, rights, or privileges by employees of the unit, which impeded the efficient operation of the Municipality.



## ARTICLE III – HOURS AND LEAVES OF ABSENCES

### Sec. 1. Hours and Overtime

- A. For purposes of overtime pay the week shall begin at 12:01 a.m. on Monday and end the following Monday at 12:01 a.m. As has been practice, the regular scheduled weekly shift shall be distributed so that the average regular scheduled hours per week shall not exceed forty (40) hours and with no more than fifty (50) hours in any one (1) week as defined herein.
- B. All overtime, except emergency work, shall be approved by the employee's immediate supervisor. It is understood that this provision does not give the immediate supervisor authority to authorize overtime, except in an emergency, without the prior approval of the Chief of Police. However, if overtime is approved by the employee's first line supervisor, it shall be considered as legitimate overtime.
- C. Employees who are scheduled to work overtime or extra duty shall receive a minimum of three (3) hours pay at time and one-half if the City or third party vendor cancels the assignment without providing four hours' notice prior to the start of the scheduled shift to include cancellation within the first three hours of the assignment. This policy applies to all scheduled overtime, to include city funded overtime, grant related overtime and overtime scheduled through the department by a private or public entity. This policy shall not apply to City overtime contiguous to the end of an employee's regular shift.

### Sec. 2. Sick Leave

- A. Cumulative Sick Leave shall accrue to all employees covered under this agreement at the rate of ten (10) hours for each month of continuous service provided, however, that the total accumulation shall not exceed seven hundred twenty (720) working hours.
- B. The City Manager may require a medical certification for all absences of one (1) or two (2) days and shall require medical certification for all absences of three (3) or more days.
- C. On January 1 or as soon after as practical of each calendar year each officer shall be paid at the rate of one (1) hour of base pay for each three (3) hours of sick leave, over the allowable seven hundred twenty (720) hours, accumulated during the preceding year. Upon retirement employees may convert 150 hours of available accrued sick leave to pay at their regular hourly rate, to be paid at the rate of one (1) hour for each one (1) hour submitted.
- D. The City Manager may permit an employee to take not more than two hundred forty (240) working hours Sick Leave with pay over and above the accrued Sick Leave in cases of serious disability or sickness, upon certification by a practicing physician. All Sick Leave advanced to an employee shall be repaid to the City at the rate of ten (10) hours for each continuous month of service occurring after the return to duty. Should an employee leave the City



employment with a sick time advance liability against his or her record, such liability will be deducted from accrued earnings.

- E. Sick Leave shall not be deducted when an employee is absent due to injuries or illness received in the line of duty.
- F. Each employee who uses less than forty (40) hours of Sick Leave during a calendar year shall be credited with an additional twenty-four (24) hours of Sick Leave at the end of that calendar year.
- G. Each employee who uses seventy-two (72) hours or more of Sick Leave during a calendar year shall have an additional forty (40) hours of Sick Leave subtracted from the employee's Sick Leave balance at the end of that calendar year.
- H. If all or part of the seventy-two (72) or more hours of Sick Leave used is a result of the employee's hospitalization or a serious or catastrophic illness, the employee may request that these hours not be included in the amount of Sick Leave used during the calendar year for purposes of determining whether the forty (40) hour penalty provision should be imposed. This request shall be made in writing, accompanied by appropriate medical documentation, and shall be reviewed by an employee member of the union and an employee designated by the City Manager. If the employee's request is denied, the employee may appeal the denial to the City Manager as a dispute in accordance with Article II of this agreement.
- I. If an employee dies in the line of duty, then his or her beneficiary shall be paid all accumulated Sick Time at the employee's current base salary rate.

### Sec. 3. Holidays

- A. The following shall be legal holidays for all employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	Personal Day

At the employee's discretion, the Personal Day may be scheduled in accordance with either the vacation time or compensatory time policies.

- B. For any employee to be eligible for any of said holidays, he must have worked on the last scheduled work day prior to and the next scheduled work day after said holiday unless excused by his department head.

- C. If any employee is required to work on any of said holidays, he shall be paid at the regular overtime rate and shall be given commensurate time off based on the actual number of hours worked. If the employee has a balance of one hundred seventy-six (176) hours of compensatory time, the employee shall receive holiday pay in lieu of compensatory time.
- D. Should a holiday be observed while an employee is on vacation or scheduled day off, the employee shall be entitled to an additional eight (8) hours off with pay at the discretion of the department head. If the employee has a balance of one hundred seventy-six (176) hours of compensatory time, the employee shall receive holiday pay in lieu of compensatory time
- E. If the City requires an employee to take the holiday off with pay, the employee shall be granted the entire scheduled shift day off as paid holiday leave. This section does not prohibit the City from exercising its right to modify an employee's schedule by scheduling an employee for an eight (8) hour day on the holiday.
- F. If the employee requests to be off work with pay on the holiday, the employee shall be granted the entire workday as paid holiday leave.

Sec. 4. Vacations

- A. Employees having less than twelve (12) months of continuous service shall be entitled to a vacation credit of eight (8) hours with pay for each month worked prior to January 1. Credit not to exceed eighty (80) hours.
- B. Employees having twelve (12) months of continuous service in any calendar year shall be entitled to eighty (80) working hours vacation with pay each calendar year.
- C. Employees having five (5) or more years of continuous service shall be entitled to one hundred twenty (120) working hours vacation with pay each calendar year.
- D. Employees having ten (10) or more years of continuous service shall be entitled to one hundred sixty (160) working hours vacation with pay each calendar year.
- E. Employees having fifteen (15) years or more of continuous service shall be entitled to two hundred (200) working hours vacation with pay each calendar year.
- F. Employees having twenty (20) years or more of continuous service shall be entitled to two hundred twenty (220) working hours vacation with pay each calendar year.
- G. Each employee who is assigned to a rotating shift schedule shall accrue an additional one point thirty-three (1.33) hours of vacation for each month in which the employee is assigned to such schedule. This sub-section shall become null and void upon implementation of a fixed, non-rotating schedule.

- H. Each employee who is assigned to either a flexible shift schedule; or to a fixed, non-rotating shift which begins between 2:00 p.m. and 7:59 p.m. shall accrue an additional point sixty-seven (.67) hours of vacation for each month in which the employee is assigned to such schedule.
- I. Each employee who is assigned to a fixed, non-rotating shift which begins between 8:00 p.m. and 4:00 a.m. shall accrue one point thirty-three (1.33) hours of vacation for each month in which the employee is assigned to such shift.
- J. A "Rotating Shift Schedule" shall be defined as a schedule which requires an employee to perform regular, non-overtime work on each of the three (3) shifts - days, afternoons, nights - during one schedule cycle.
- K. A "Flexible Shift Schedule" shall be defined as a schedule, which requires an employee to work a combination of shifts during the work week.
- L. A "Fixed, Non-Rotating Shift Schedule" shall be defined as a schedule which requires an employee to begin work at the same time of day during the entire schedule cycle.
- M. Employees with five (5) or more years of service may carryover and accumulate with current year vacation credits a maximum of twenty (20) hours; employees with seven and one-half (7.5) or more years of service may carryover up to forty (40) hours; and employees with ten (10) or more years of service may carryover up to eighty (80) hours. Said carry-over vacation credit may be used concurrently with vacation earned for any following year.
- N. The scheduling of vacations shall be by seniority within rank in the various divisions and sections and the vacation schedule must be established by January 31. The vacation schedule for the following year shall be distributed to the employees between December 1 and December 10 of the previous year and shall be due back to the Chief of Police no earlier than January 15. Once established, the vacation schedule cannot be changed for any reason other than cases of civil disturbances, natural disasters or other emergencies where the safety of the City is threatened. Each employee may request to change previously scheduled vacation periods subject to the prior approval of the Chief of Police.
- O. No vacations for successive calendar years shall be within four (4) months of each other unless approved by the Chief of Police.
- P. Should a holiday be observed while an employee is on vacation, the employee shall be entitled to an additional day with pay to be granted at a time designated by the department head.

- Q. If an employee terminates employment without giving the City two (2) weeks' notice of resignation, he shall not be paid for vacation time due. If an employee submits two (2) weeks' notice of resignation, he shall be paid for unused vacation time accrued to the date of resignation.

If an employee is discharged, laid off or dies, he or his beneficiary shall be paid for vacation time accrued to date of termination.

Sec. 5. Death in Family

When death occurs in any regular, full-time employee's immediate family, the employee will be excused on request up to five (5) days to attend the funeral and will be compensated at their straight time hourly rate for normal scheduled hours lost as follows:

The immediate family shall be defined to include employee's spouse, children, step-children, parents, brother, sister, step-brother, step-sister, step-mother, step-father, mother-in-law, step-mother-in-law, father-in-law, step-father-in-law, brother-in-law, step-brother-in-law, sister-in-law, step-sister-in-law, grandparents and grandchildren.

Each employee may be required by the Municipality to show proof of death and relationship. Except in extraordinary cases approved by the City Manager or their assigned, bereavement leave days must be taken on consecutive work days and must commence within seven (7) days of the death of the immediate family member.

Employees may utilize sick leave contiguous to bereavement leave with the supervisor's approval, which shall not be unreasonably denied.

Sec. 6. F.O.P. Leave

Members of the Lodge who may require a leave of absence to attend and serve as delegates to F.O.P. conventions or to attend F.O.P.-sponsored training, provided that such leave shall not exceed ninety-six (96) working hours in any calendar year, shall upon reasonable notice of the Lodge president, in writing, to the Chief of Police have the right thereto, with pay. The City shall not be responsible for more than Ninety-Six (96) hours of pay. An additional aggregate of one (1) working week without pay shall also be granted if requested by the F.O.P. The F.O.P. agrees to make appointments to such conventions or training in such a manner as to prevent serious manpower shortages within any one (1) division or platoon of the department.

Sec. 7. Military Leave

- A. Each employee who has been employed by the City as a Police Officer for at least one (1) year shall be eligible for the receipt of benefits provided by this section.
- B. Each employee who is required to attend an annual encampment or training duty in the Armed Forces, State or National Guard, or United States Reserves shall receive a military pay differential for a period of up to fifteen (15) calendar days annually.

- C. Each employee who is required to serve emergency duty with the Armed Forces, State or National Guard, or United States Reserves shall receive a military pay differential for a period of up to fifteen (15) calendar days annually.
- D. Such military pay differential shall be in an amount equal to the difference between the employee's regular wages and pay received for military duty. Such items such as subsistence, rental, and travel allowance shall not be included in determining pay received for military duty.
- E. Each employee who is required to undergo a medical evaluation for the purpose of being inducted into the Armed Forces shall be allowed to use up to eight (8) hours of time off work with regular pay.
- F. Each employee who enters either active or inactive training duty or service in the Armed Forces of the United States under any applicable statute, upon the termination of such services will be re-employed by the City in accordance with the applicable statute.
- G. For the purpose of this section, "Armed Forces of the United States" is defined as and limited to the United States Army, Navy, Marine Corps, Air Force, Coast Guard, National Guard, Air National Guard or any reserve component thereof.

#### Sec. 8. Shift Trades

Exchange of scheduled whole tours of duty between employees of comparable rank and assignment and between Master Corporals and Sergeants may be allowed upon the approval in writing of the immediate and division supervisor and under such conditions as may be required by the Chief of Police. These conditions shall include but not be limited to, that the trade be completed within a twenty-eight (28) day regular scheduled work cycle, that no such trades may cross from one (1) calendar year into the next, that requests must be made at least four (4) days in advance and that should the privilege be abused as determined by the Chief of Police, it will be subject to discontinuation. However, this policy shall not be discontinued prior to its having been entered and discussed as an agenda item in a management-employee meeting. It is understood that in no event shall shift trades be used with the intent of gaining overtime hours paid at premium rates.

#### Sec. 9. Emergency Leave

- A. Each employee may be allowed to use up to a maximum of one (1) day off work with pay to attend to serious, sudden and unforeseen accidents or damage to the employee's principal residence per emergent event.
- B. Each employee may be allowed to use up to a maximum of either two (2) shift days or sixteen (16) hours off work with pay per calendar year to attend to a serious, sudden or unforeseen emergency of the employee's family. Such events may include, but not be limited to, immediate family sickness. Immediate family shall be defined as in ARTICLE III, Sec. 5, Bereavement Leave.



Sec. 10.      Essential Personnel Time – Effective 01/01/15

All sworn personnel are defined as "Essential Personnel" and shall receive, on an annual basis, thirty (30) hours of Essential Personnel Time. The deposit of time shall occur on or around January 1 of each year, or upon the first pay period of a given calendar year. Ten (10) hours may be rolled over at year end.

The purpose for this allotment of time is to recognize those employees who may be required to report to work during an extreme weather event or an event of substantial magnitude that would have non-essential personnel not report for work. Further, the spirit of this policy is to replace the "Extreme Weather" policy and provide equity if or when non-essential personnel are advised to remain home.

Nothing herein shall be construed to offset remuneration as defined within this agreement. An employee shall be compensated as outlined in ARTICLE IV – WAGES.

At discretion of the employee, Essential Personnel time may be scheduled in accordance with either the vacation time or compensatory time policies.

Sec. 11.      Jury Duty

Recognizing it is the obligation of every citizen to serve when called upon to do so, each employee will be excused from work for jury duty or when subpoenaed as a witness.

Any regular, full-time employee who is called and reports for jury duty or as a witness under this paragraph shall be paid basic straight time hourly rate lost by employee by reason of such duty, for each day served as a jurist or witness, which is non-work related, and on which the employee otherwise would be scheduled to work for the Municipality. The employee will be excused from work, regardless of the shift scheduled, on the date(s) summonsed or subpoenaed. Employee shall sign over any fee received for fulfilling jury duty, less documented parking expenses, and submit with his/her timesheet.



## ARTICLE IV - WAGES

### Sec. 1. Salary Schedule

- A. The annual base salary schedules are contained in Appendix B.
- B. The performance of each probationary employee shall be evaluated prior to the employee's one (1) year anniversary of employment as a police officer with the City of Newark. If the employee receives a satisfactory or better evaluation, the employee's annual base salary rate shall be increased, upon reaching the one (1) year anniversary, to the next step in the Annual Base Salary Schedule for the employee's rank.
- C. The performance of each non-probationary employee shall be evaluated annually. If the employee receives a satisfactory or better evaluation, the annual base salary rate of the non-probationary employee shall be increased to the next step in the Annual Base Salary Schedule, for the employee's rank effective one (1) year after the employee's most recent merit step increase or promotion increase.
- D. The annual base salary rate of each employee who is promoted to a higher rank shall be increased to that step of the higher rank which is at least three percent (3%) more than the employee's current annual base salary rate.

### Sec. 2. Service Award

Each employee who has been employed by the City for at least ten (10) years as of December 1, shall receive additional compensation to be known as Service Award in an amount equal to two percent (2%) of the employee's monthly Base Salary as of the preceding November 1 multiplied by the employee's years of service. Such payment shall be made on or about December 1 of each year.

### Sec. 3. Emergency Call-Out Pay

In the event that an officer is called back for an emergency outside his regular shift and after having logged out, he shall be paid a minimum of four (4) hours pay. Premium pay, however, will be paid only for actual time worked.

### Sec. 4. Standby Pay

- A. During off time, when placed on standby by the proper officers in charge, employees will be paid one-half (1/2) of their regular base rate for all standby time up to a maximum of eight (8) hours in any twenty-four (24) hour period starting with the time he is notified to standby. Standby remuneration shall cease when employee is notified by his superior officer that the standby order is rescinded.
- B. Each employee who is required by the employee's supervisor to be on call shall receive one (1) additional hour of base pay for each twenty-four (24) hour period in which the employee is on call.

- C. Each employee who is on call and is required to report for an overtime assignment shall not receive Standby Pay for the day in which the overtime work was performed.
- D. An employee who is on call and fails to respond to an overtime assignment shall forfeit Standby Pay for that day.

Sec. 5. Court Pay

In the event that an officer is scheduled to appear in court other than during his regular shift:

- A. And such time is not more than two (2) hours prior to the beginning of the officer's shift nor more than two (2) hours after the conclusion of the officer's shift, the officer may be held over for the court session and shall receive premium pay for the actual hours worked.
- B. Any officer scheduled to appear in court at any other time shall receive a minimum of three (3) hours of straight time pay or premium pay for the actual number of hours worked, whichever is greater.

Sec. 6. Meal Allowance

In the event an officer is required to work overtime for continuous periods exceeding four (4) hours, he will be given time off with pay and a meal. The City will reimburse the officer for the cost of a meal in an amount not to exceed seven dollars (\$7).

Sec. 7. Clothing Allowance

- A. Each year the City shall pay to each employee clothing and/or cleaning allowance as set forth below. Such payment shall be made on or about December 1st.
  - 1. Each uniformed and non-uniformed employee shall receive a three hundred dollars (\$300) clothes cleaning allowance annually.
  - 2. Each non-uniformed employee assigned to General Investigations or Family Services shall receive a one-time one thousand dollars (\$1,000) payment upon effective initial assignment. The employee shall receive two hundred dollars (\$200) each subsequent year.

Each non-uniform employee assigned to the Special Investigations Unit shall receive five hundred dollars (\$500) upon effective initial assignment. Employee shall receive one hundred dollars (\$100) each subsequent year.

Each non-uniform employee assigned to the Street Crimes Unit shall receive three hundred dollars (\$300) upon effective initial assignment. During the effective years that employee is eligible to receive boot replacement, the employee shall have the option to elect either one (1) new, complete, patrol uniform OR one hundred fifty dollars (\$150) towards clothing.

Each non-uniform employee assigned to EDU or Property Management shall continue to receive current respective work uniforms.

Employees will not be eligible to receive the initial payment for clothing upon return to a previous assignment until four (4) years have passed since their transfer out of the Unit/Division.

Each employee who separates employment during the calendar year shall receive a prorated share of the above allowance(s) in an amount equal to one-twelfth (1/12) of the annual allowance(s) for each full calendar month of service.

Each employee hired during the year shall receive a prorated share of the above allowance(s) in an amount equal to one-twelfth (1/12) of the annual allowance(s) for each full calendar month of service.

B. Each employee may choose the method of payment for these allowances from the two (2) options listed below:

1. Each employee may submit up to a maximum of three hundred dollars (\$300) worth of receipts of appropriate expenses incurred for either of these allowances and receive reimbursement for the actual amount of receipts submitted up to a maximum of three hundred dollars (\$300). Such receipts must be submitted to the Chief of Police by November 15.
2. Each employee may receive the entire allowance(s) as wages to be included on the first payroll in December.

C. Personal Apparel Reimbursement

Each employee shall be entitled to submit for reimbursement of up to seventy-five dollars (\$75) per calendar year for damaged personal apparel or property. Reimbursement shall be directly related to damage that occurred during work-related functions.

#### Sec. 8. Working Out of Grade

Each employee who is temporarily assigned by the Chief of Police to perform the duties of a higher paying position for fifteen (15) calendar days or more shall receive Out-of-Grade Pay which shall be in addition to the employee's regular wages. Out-of-Grade Pay shall be paid retroactively to the first day of such temporary assignment and for the remainder of said assignment. The amount of Out-of-Grade Pay shall be equal to the difference between the employee's base rate of pay and the lowest base rate of pay for the higher paying position, which is at least four percent (4%) higher than the employee's base rate of pay.

Sec. 9. Overtime Compensation

- A. Each employee, except as hereinafter provided, shall be paid one and one-half (1 1/2) times the employee's regular hourly rate for each hour worked in excess of the employee's regular scheduled weekly shift or regular scheduled daily shift. Such compensation shall be referred to as Overtime Pay.
- B. Each employee shall be allowed to accrue one and one-half (1 1/2) hours of Compensatory Time, in lieu of Overtime Pay, for each hour worked in excess of the employee's regular scheduled weekly shift or regular scheduled daily shift. The employee shall be allowed to choose the form of compensation except as hereinafter provided. No employee shall be allowed to accrue Compensatory Time for any assignment directly funded by a non-City of Newark source. The maximum allowable compensatory time balance for each employee shall be one hundred seventy-six (176) hours. Each employee with a balance of one hundred seventy-six (176) hours shall be prohibited from accruing additional compensatory time.

Sec. 10. Field Training Officer

Members for the bargaining unit serving as a Field Training Officer (FTO) shall receive non-pensionable compensation of \$1.25 per hour of actual hours worked as an FTO for any field training assignment started on or after July 1, 2016. This additional compensation shall not be used in the calculation of overtime and shall not become part of the base pay.

## ARTICLE V - FRINGE BENEFITS

### Sec. 1. Group Health Insurance

The City shall pay the entire premium for employee only coverage. Each employee may opt for dependent coverage. Each employee who opts for dependent coverage shall pay the City through payroll deduction seventeen and one-half percent (17.5%) of the difference between the premium rate for employee only coverage and the premium rate for the chosen dependent coverage.

### Sec. 2. Group Dental Insurance

The City shall pay the premium for employee only coverage. Each employee may opt for dependent coverage. Each employee who opts for dependent coverage shall pay the City through payroll deduction seventeen and one-half percent (17.5%) of the difference between the premium rate for employee only coverage and the premium rate for the chosen dependent coverage.

### Sec. 3. Labor-Management Health and Dental Insurance Committee

There is hereby established a Labor-Management Health and Dental Insurance Committee. The purpose of the committee is to:

1. Select the City's health and dental insurance carrier(s).
2. Establish the design of the City's health and dental insurance plan(s).

The committee is to be comprised of two (2) representatives of each of the following groups:

1. Management Employees
2. AFSCME Local 1670
3. F.O.P. Lodge 4
4. CWA Local 1034, Branch 317

The committee will also include the Director of Finance and the City Manager or his designee. The Director of Finance and City Manager will each have one (1) vote and each of the employee groups will also have one (1) vote. Four (4) votes will be required to approve any action by the committee. In the event that the committee vote results in a tie, the issue will be presented to all regular, full-time employees who will be allowed to cast a vote in secret ballot on the issue.

The committee will meet on or about June 1 of each year to review the City's health and dental insurance plans. The committee will decide if there are to be any changes to the design of these plans which will take effect on the following January 1. The committee will also decide if it is necessary to consider changing insurance carriers of the City's plan.



Sec. 4.      Retirement Health Insurance

- A.      Eligibility - To be eligible, an employee must terminate employment with the City or die after March 31, 2001 and have completed all of the service requirements to be eligible for the immediate receipt of a retirement pension benefit.
- B.      Each eligible retiree (who is not Medicare eligible) and the retiree's spouse at the time of separation from employment (who is not Medicare eligible) shall be provided with health insurance coverage until Medicare eligible, as provided below.
- C.      The City will pay the entire premium for the retiree's health insurance coverage and an allowance rate of twelve dollars (\$12) per month multiplied by the retiree's years of service as a full-time City employee, for the retiree's spouse. The retiree must reimburse the City monthly for the cost of health insurance coverage for the retiree's spouse, which exceeds the allowance rate. In the event that other coverage is available for the retiree's spouse, the City will be considered the secondary provider of insurance for the spouse under coordination of benefits.
- D.      Regardless of the retiree's date of retirement, when a retiree or his or her spouse becomes eligible for Medicare, the City's obligation under this section will cease as to the Medicare eligible individual.
- E.      Termination of Coverage
  - 1.      Each retiree and/or spouse who chose to discontinue health coverage through the City and to obtain health insurance coverage from another source, as provided by D4 below, shall be permitted to re-enroll in the City's plan at a later date provided that both the retiree and spouse remained continuously insured through another health insurance plan for the twelve (12) month period immediately preceding their re-enrollment with the City.
  - 2.      Should the retiree or spouse be Medicare eligible, only the non-Medicare eligible person shall be allowed to re-enroll in the City's health insurance coverage.
- F.      Payment of Premium
  - 1.      If the retiree and spouse participate in the City's group health insurance plan, the City will pay the premium for such coverage. Continued payment of such premium by the City shall be contingent upon timely receipt of premium reimbursement from the retiree and spouse for any premium amount paid by the City in excess of the amounts stated in Sec. 2B.
  - 2.      The retiree and/or spouse shall reimburse the City on the first day of each month for any premium payment due from the retiree.



3. If the retiree and/or spouse fail(s) to reimburse the City within thirty (30) calendar days after the due date for such re-imbursement, the City shall notify the retiree and/or spouse by certified letter that payment is overdue. If the overdue payment is not received within thirty (30) calendar days after notification, the City may terminate health insurance coverage without further notice.
4. If the retiree and spouse choose to obtain health insurance coverage from another source, the City will reimburse the retiree and spouse on a monthly basis for their cost for such verifiable coverage up to the amount stated in Sec. 4B.

G. Retirement Health Savings Plan (Employees hired after April 1, 2014)

For employees hired after April 1, 2014, the City shall establish and maintain a Retirement Health Savings (RHS) plan to provide savings to be used towards purchase of post-retirement health insurance for the employee and dependents. The RHS shall be established and maintained by the City in accordance with federal rules and law.

1. Each eligible employee shall contribute one percent (1%) of salary on a pre-tax basis bi-weekly to the RHS plan.
2. Effective April 1, 2014, the City shall contribute fifty dollars (\$50.00) on a bi-weekly basis to the employee's RHS plan and such contributions shall increase one and one-half percent (1.5%) annually.
3. Upon retirement eligibility, the employee may use the RHS funds to pay for eligible health insurance expense, which may include participation in the City's group health insurance.
4. The employee's RHS account shall remain portable should the employee leave the City's employment. Funds in the RHS account may be used for eligible health insurance expenses, as governed by federal law and regulation.

The City and Union agree to mutually support GASB guidelines and standards for funding OPEB liability.

Sec. 5. Retirement Pension Plan

- A. Any pension plan that may be agreed upon by the Municipality and the Lodge in any separate written agreement shall become a part of this agreement.
- B. In lieu of any other agreement, the City of Newark Employees' Pension Plan as adopted by Council in Ordinance No. 70-13 shall herewith become a part of this contract.

- C. Each new employee hired after January 1, 1991, who chooses to enroll in the City pension plan, shall be required to begin payment of the employee pension contribution from the date of hire to receive credit for service from the date of hire. If the employee chooses to postpone enrollment in the City pension plan, the employee shall only receive credit for service from the date of enrollment.
- D. The annual pension benefit accrual rate shall be:
- Two point two percent (2.2%) for each year of credited service prior to January 1, 1978.
  - Two point twenty-five percent (2.25%) for each year of credited service between January 1, 1978 and December 31, 1987.
  - Two point five percent (2.5%) for each year of credited service after December 31, 1987, and an additional one percent (1%) for each year of credited service, in excess of twenty (20) years of credited service, after December 31, 2006.
- E. The normal retirement pension of each employee shall not be allowed to exceed sixty-seven point five percent (67.5%). Each employee who has accumulated more than sixty-seven point five percent (67.5%) shall cease to accumulate additional pension credit. Each employee who accumulates a sixty-seven point five percent (67.5%) benefit shall cease to accrue additional benefit and make one of two irrevocable choices:
1. Elect to freeze final average compensation and pension calculation without regard to any contractual pay increases and not remit the pension contribution as defined in F1 below, OR
  2. Elect continued final average compensation accruals and annually contribute the current employee pension contribution, as defined in F1 below, of the growth beyond the sixty-seven point five percent (67.5%) threshold.
  3. Employees exceeding the sixty-seven point five percent (67.5%) at the time of contract ratification shall have a ninety (90) day period afterward to elect either Option E1 or Option E2 above. Their election shall be based on the current value accrued to date and not the previous rate when initially achieved sixty-seven point five percent (67.5%).
- F. Each employee shall contribute to the pension plan through payroll deduction. The percentage rate of the employee contributions during any calendar year shall be equal to the previous calendar year's actuarially recommended employer contribution rate for police employees, subject to the following conditions:
1. The employee contribution rate shall not exceed seven percent (7%).

2. The employee contribution rate shall not be increased or decreased by more than two percent (2%) from the previous calendar year.

- G. Effective January 1, 2017, an employee may utilize accrued vacation, compensatory, adjusted time, and/or personal days to reach a retirement date, not to exceed one calendar month from the last day worked. At which point, the employee will be considered as "active-retired."

Sec. 6. Duplicate Insurance

Should the employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the employer under any insurance policies currently in effect as a result of this agreement, it is the intent of the parties that the employer not be obligated to provide double coverage and to escape such double payments. The employer shall be permitted to cancel benefits or policies, which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs.

Sec. 7. Police Professional Liability Insurance

The continuance of City-paid police professional liability insurance shall be guaranteed only to the extent that such insurance coverage can be obtained at the premium level paid by the City on the effective date of this agreement.

Sec. 8. Life Insurance

- A. Employees – The City shall provide group term life insurance coverage to each employee with a death benefit amount equal to two (2) times the employee's current annual base pay rate. The benefit amount shall not exceed one hundred fifty thousand dollars (\$150,000).
- B. Dependents – The City shall make available to employees group dependent term life insurance coverage. Such coverage may be chosen at the employee's option. The employee shall pay the entire premium for such coverage.
- C. Retirees – Each employee who terminates employment and is eligible for the immediate receipt of a retirement pension benefit shall be provided with five thousand dollars (\$5,000) of group term life insurance coverage.

Sec. 9. Long-Term Disability Insurance

The City shall provide each employee with LTD insurance coverage with a benefit of fifty percent (50%) of the employee's regular wages up to a maximum benefit of four thousand dollars (\$4,000) per month. The City shall pay the entire premium for such coverage.

Sec. 10. Job-Related Illnesses and Injuries

Benefits for On-the-Job Injuries or Job-Related Illnesses as they apply to members of this bargaining unit are as described in Appendix A.

Sec. 11. Uniform Shoes

- A. The City shall provide its employees with uniform shoes.
- B. The City shall provide each employee with one (1) pair of approved, uniform waterproof boots every other year.

Sec. 12. Voluntary Education Assistance

- A. Policy - The City shall provide financial assistance to each employee who successfully completes any formal, undergraduate educational course which is not a prerequisite to employment and which is directly related to the improvement of the employee's ability to perform his/her assigned duties.
- B. Prior Approval - Each employee who wishes to apply for financial assistance according to this policy must receive the approval of the employee's department director and the City Manager prior to the commencement of the course. Such request for approval must be submitted in writing on an Application for Voluntary Educational Assistance form.
- C. Criteria - To be considered eligible for financial assistance, each course for which assistance is sought must be shown to have a direct effect on the improvement of the employee's ability to perform his/her assigned duties. This determination shall be made by the City.
- D. Required Documentation - Each employee who successfully completes a pre-approved course shall submit a Request for Educational Reimbursement accompanied by documentation of all eligible expenses incurred for which financial assistance is requested. Successful completion shall mean the achievement of a grade of C or better. Costs incurred in the pursuit of any course for which the employee receives a grade below C shall be ineligible for financial assistance.
- E. Eligible Expenses - The cost of tuition and textbooks shall be the only expenses eligible for financial assistance. No other costs shall be eligible for financial assistance.
- F. Rate of Reimbursement - The City will reimburse each employee for half of all eligible expenses.

- G. Effective December 31, 2018, Employees who have completed 3 years with the agency shall receive an annual educational stipend in the following amount: \$750 for a Bachelor's Degree. Effective December 31, 2019 the stipend shall increase to \$1,000 for a Bachelor's Degree and create a \$1,250 stipend for advanced degrees. Officers shall only receive one (1) payment of the higher degree held by January 1 of a given year.

Payments will be made by January 31 of each year. Payments are not factored into overtime rates, and are limited to one degree only.

Sec. 13. Survivor Insurance

The City agrees to continue to provide health and dental benefit coverage to the surviving spouse and dependent children of a deceased current employee subject to the following conditions:

- A. Dependent coverage will cease no later than that date when the dependents reach the maximum age limit for coverage prescribed by the City's insurance carrier.
- B. Spouse coverage will cease when the spouse remarries or becomes eligible for Medicare coverage.
- C. Spouse and dependent coverage will cease if the spouse and dependents are able to obtain equivalent coverage through another employer.
- D. The employee's death must have directly resulted from the employee's activities while the employee was discharging the employee's official duties.



## ARTICLE VI - POLICIES

### Sec. 1. Discipline

- A. Rewards, promotions, and discipline shall be uniformly administered. No employees will be reprimanded, disciplined, suspended, or discharged except for just cause. Before or simultaneously with the imposition of any reprimand, discipline, suspension or discharge, the Municipality agrees to notify the employee involved of the facts underlying the Municipality's decision to impose same.
- B. Every retained writing which may adversely or advantageously affect an employee's reputation, record, seniority or promotion will be kept in his personnel file. When of a non-routine nature, a copy of such writing shall be transmitted to the officer involved upon entry into the personnel file. An employee shall have the right to review his personnel file upon reasonable request during business hours.
- C. In no event shall the requirements of this section be taken to mean that the Municipality must make available to the employee recruitment or promotional testing and evaluation materials the employee may have taken, reference materials given in confidence, or that the City cannot carry on a confidential investigation of the actions of an employee and keep a confidential file regarding such investigation. Any such confidential file shall be kept separate from the personnel file. The contents of any such confidential file shall not be used in the evaluation of any employee unless the employee is made aware of the existence of the file. In the event a confidential investigation of the actions of an employee has been brought to a close with a finding of "unfounded", "exonerated", or "not sustained", the employee shall promptly be made aware that there was such an investigation and be made aware of as much other information regarding the matter as the City determines it can reasonably divulge without suffering impairment of its operations or undue liability.
- D. Each employee who is charged with violating the Rules of Conduct and Duty shall be given the option of a hearing before a review board subject to the following conditions:
  - 1. The violation must carry a potential penalty of more than forty (40) hours suspension without pay. Violations carrying a lesser potential penalty shall not be subject to review by a board.
  - 2. The board shall be convened at the written request of the charged employee for the purpose of reviewing evidence and testimony to determine the guilt or innocence of the charged employee. If no written request is made for a board as above provided, or if the potential penalty is forty (40) hours suspension or less, the Chief of Police shall hear testimony and determine guilt or innocence of the party and determine the severity of discipline. If the board determines that the charged employee has violated any of the Rules of Conduct and Duty,



the board shall make an advisory recommendation as to the severity of disciplinary action to the Chief of Police.

3. The review board shall consist of three (3) sworn employees to be chosen as follows:
  - a. Each board member shall be chosen at random from among those employees with at least three (3) years of service as a police officer with the City.
  - b. Any employee who has a direct supervisory relationship over the charged employee shall be disqualified from serving on the review board.
  - c. Any employee who is directly involved in the investigation of the violation shall be disqualified from serving on the review board.
  - d. Any employee whose sense of fairness and sound judgment is impaired by his/her personal relationship with the charged employee shall be disqualified from serving on the review board.
  - e. One (1) board member shall be of the rank of Lieutenant or Captain.
  - f. One (1) board member shall be of the rank of Sergeant.
  - g. One (1) board member shall be of the same rank as the charged employee.
  - h. If there are no qualified employees of the ranks specified within the Newark Police Department, the remaining board vacancies may be filled by police officers who meet these eligibility criteria who are from other Delaware police departments.

This section is intended by the parties hereto to be a contractual disciplinary grievance procedure under the Law Enforcement Officer's Bill of Rights, 11 Del C. Ch. 92 and shall take precedence over said Act.

- E. Each employee who is the subject of disciplinary action and is required to report to work during scheduled time off shall be compensated for such duty as prescribed by this Agreement.
- F. Probationary employees are covered by this agreement, with the exception that the discipline or discharge of a probationary employee shall not be a violation of this agreement.

## Sec. 2. Lay-Offs

- A. The Municipality shall give serious consideration to the principle of seniority with respect to lay-offs. However, it is recognized by the parties that the principle of merit must also be given consideration in any professional organization. Therefore, after the lay-off of all probationary officers with one

(1) year or less continuous service, the Municipality reserves the right to final determination in regard to the order of employee lay-offs for employees with less than three (3) years of continuous service. If such lay-offs extend to employees with three (3) or more years of continuous service, the Municipality shall for each ascending rank make such lay-offs by seniority. Unless otherwise determined by the Municipality in each instance, employee lay-offs shall mean final termination from City employment.

- B. Employees who have been laid-off for a period of two (2) years or less will, in the event of recall, be called back to each rank in the inverse order of lay-off, provided they are available, able and qualified to work, accept the offered job, and return to work within two (2) weeks. Employees who have been laid-off for a period of one (1) year or less will, upon re-employment, retain seniority accumulated prior to lay-off.

### Sec. 3. Residency Restriction Guarantee

It is understood that the Municipality has no plans for making the present police residency requirements more restrictive. However, in the event the Municipality should tighten their restrictions, it is agreed that present employees will not be affected thereby unless they decide to move their place of residency after such new policy has gone into effect.

### Sec. 4. Legal Defense

- A. The Municipality agrees to provide defense counsel, or the funds for the provision of a defense counsel to the mutual satisfaction of the Municipality and the Lodge, for any employee subjected to or threatened with civil or criminal prosecution as the result of the performance of his or her duties as the representative of the City of Newark.
- B. The Lodge or the employee may provide or obtain such additional funds or counsel as they may deem necessary for the proper defense of the employee without prejudice to or relief of the Municipality's responsibility in the provision of counsel or funds as provided in Subsection A of this section.

### Sec. 5. Advanced Schooling

Whenever practical, an officer attending a recognized educational institution shall have his regular shift altered so as to allot the necessary time to attend the school during his time off.

### Sec. 6. Promotional List

Upon the written notification by the F.O.P. to the City Manager, the City agrees to initiate the process for developing a new promotional list ten (10) weeks prior to the expiration of the current list. The intent of this section is to indicate, under normal circumstances, the City's good faith in creating such a list in a reasonable period of time. Nothing in this paragraph, however, shall be construed as limiting the City's administrative authority or flexibility or requiring that promotions be made at all.

Sec. 7. Schedule Transfers

Except in case of an emergency, as determined by the Chief of Police, each transfer of an employee within, into or out of the Patrol Division shall be executed at the beginning of the shift cycle.

Sec. 8. Career Development Program

Each employee with at least four (4) years of service in the rank of Police Officer with the City of Newark shall be eligible to apply for promotion to the rank of Corporal subject to the following conditions:

- A. The employee shall be ineligible for reclassification for the following reasons:
  - 1. The employee is currently serving a performance or disciplinary probationary period.
  - 2. The employee has been suspended without pay for one (1) or more days during the previous twelve (12) months. Each employee who has been suspended as a result of a vehicle collision will be eligible for promotion unless the collision was due to gross negligence by the employee.
  - 3. The employee is currently unfit for duty.
- B. The employee must accumulate a minimum of seventy-five (75) points to be promoted. Each employee shall be allowed to accumulate points as follows:
  - 1. Each employee shall earn five (5) points for the receipt of an Associate's Degree and ten (10) points for the receipt of a Bachelor's Degree. Each employee may earn up to a maximum of ten (10) points for this section.
  - 2. Each employee who attains and performs a specialized skill shall earn up to a maximum of twenty-five (25) points as designated below:
    - a. Field Training Officer 15 points
    - b. Field Evidence Technician 20
    - c. Certified Instructor 5 to 15
    - d. Hostage Negotiator 10
    - e. SWAT 15
    - f. Fire/Arson Investigator 10
    - g. Accident Reconstruction 15
    - h. Certified Latent Print Examiner 15
    - i. Polygraph Operator 10
    - j. Firearms Armorer 10
    - k. Certified Bicycle/Motorcycle Operator 5

3. Each employee who participates in a departmental program during the previous four (4) years shall earn up to a maximum of forty (40) points as designated below:

a.	Background Investigation	5
b.	Child ID's	3
c.	Department Open House	3
d.	Police Information Booth	3
e.	Self-Initiated Community Policing Project	5
f.	Citizen's Police Academy Coordinator	5
g.	Citizen's Police Academy Instructor	3
h.	Police Explorers Coordinator	5
i.	Police Explorers Instructor/Participant	3
j.	Police Station Tour	3
k.	Uniform Department Ceremony:	1 to 3
l.	On Duty/Off Duty Honor Guard - 1 Year of Service	3
m.	Toys for Tots	3
n.	Newark/F.O.P Charities	3
o.	Ride-A-Long	2
p.	Presentation to Public Groups	3
q.	Voluntary Covert Investigation	3
r.	Other Designated by Chief of Police	3
s.	Youth Police Academy Coordinator	5
t.	Youth Police Academy Instructor	3
u.	Academy Mentor	3

4. Each employee who has served in a specialized assignment for at least one (1) year shall earn up to a maximum of seven (7) points for any one assignment as designated below. If an employee serves in multiple assignments, the employee is eligible for the one (1) assignment with greater value:

a.	Accreditation Officer	5
b.	Traffic Division	5
c.	Criminal Investigation Division	5
d.	Property/Evidence Division	5
e.	Special Operations Unit	7
f.	Planning/Training Officer	5
g.	Special Investigation	5
h.	Administrative	5
i.	School Resource Officer	5
j.	K-9	7
k.	Street Crimes	7



5. Each employee who participates in a job related training program approved by the Chief of Police not required by the Council or Police Training shall earn one (1) point for each day of training up to a maximum of five (5) points for any training session. Each employee may earn up to a maximum of twenty (20) points for all non-required training.
6. Each employee who receives an award from the department or a recognized organization shall earn up to a maximum of fifteen (15) points as designated below:
 

a. Medal of Valor	15
b. Nowinski	5
c. Citation for Bravery	3
d. Citation of Merit	1
e. Purple Heart	2
f. Lion's Club Officer of the Year	2
g. VFW Officer of the Year	2
h. Knights of Columbus Quarterly	1
i. DUI Ribbon	5
j. Unit Citation	1
k. Chief's Citation	1
l. Life Saving Award	5

C. Review Board

1. The board shall consist of the Chief of Police, the Deputy City Manager, the Training Officer, the F.O.P. President or their designee, and a member of the F.O.P. Board of Directors.
2. The board shall be empowered to award and verify points earned within the limits prescribed in this section.
3. The Chief of Police shall approve or reject the employee's application after the verification and award of points.

D. Salary Increase

The annual base salary of each employee who is reclassified to the rank of Corporal shall be increased to that pay step of the Corporal rank, which is at least three percent (3%) higher than the employee's current salary.

Sec. 9. Drug Testing

The F.O.P agrees to drug testing for their bargaining unit as provided in the City's drug testing policy found in Appendix C. The City's drug testing policy will be reviewed with the F.O.P and published as a personnel policy and procedure prior to January 1, 2017 and shall remain in effect for the duration of this Agreement. Testing shall be conducted during an employee's scheduled shift.



Sec. 10.     GPS

The City has the exclusive right to implement GPS units on fleet vehicles. The data collected by GPS units shall not be disciplinary in nature, rather may be considered information that may be reviewed and investigated relating to existing personnel policies. Information collected by GPS shall not be relied upon for disciplinary measures unless it is verified or corroborated. The City will make a good faith effort to equip all vehicles utilized by police personnel with GPS units prior to December 31, 2018.

## ARTICLE VII - DURATION

### Sec. 1. Alteration of Agreement

- A. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the City and in no case shall it be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.
- B. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- C. It is understood and agreed that if any part of this agreement is in conflict with mandatory federal or state laws, or mandatory provisions of the City Charter, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this agreement shall not be affected thereby.

### Sec. 2. Embodiment

The Parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Lodge, for the life of this agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent except as provided below under Sec. 3., Duration.

### Sec. 3. Duration

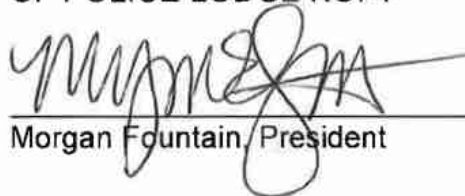
The duration of this agreement shall extend from January 1, 2019, through December 31, 2020 and shall continue in effect from year to year thereafter unless amended, modified, or terminated in accordance with this section. Either party wishing to amend, modify, or terminate this agreement must so advise the other party in writing by registered mail by September 30, 2020 or by September 30th of any subsequent year of the contract. If such notice is given in accordance with the above by either party in 2020 or any subsequent year of the contract, the parties agree that it is their mutual objective to begin negotiations not later than November 1st, and to conclude such negotiations not later than December 31st, of the year after which such notice is so given. Any retroactive salary increase granted under this agreement shall only apply to officers who are employed by the City at the time the new contract is signed.

Sec. 4. Pension Side Letter of Agreement

Both parties agree to commit to the evaluation of the current City of Newark Defined Benefit Plan for sworn officers to assess mutually agreeable changes or amendments. The existing Pension Committee shall be the method to convene these discussions to ensure transparency and that all other Defined Benefit pensioners understand the impact of any changes. The intent is future amendments, if any, to not negatively impact the non-sworn pension fund.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 29 day of May 2018.

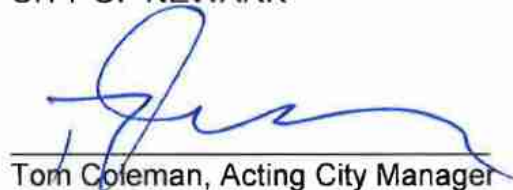
NEWARK FRATERNAL ORDER  
OF POLICE LODGE NO. 4

  
Morgan Fountain, President

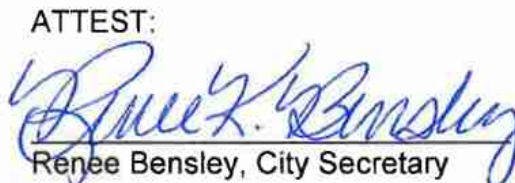
  
William Anderson, Chief Negotiator

ATTEST:  
  
Aaron Olicker, Secretary

CITY OF NEWARK

  
Tom Coleman, Acting City Manager

  
Mark Farrall, Acting Deputy City Manager

ATTEST:  
  
Renee Bensley, City Secretary

**APPENDIX A**  
**Benefits for On-The-Job Injuries or Job-Related Illnesses**

A. Introduction

The City of Newark is exempt from the State of Delaware's Workers' Compensation Law and is not required to provide Workers' Compensation Insurance coverage for its employees. The City does not elect to be covered by the State of Delaware's Workers' Compensation Law. However, the City has chosen to provide for the welfare of employees who are injured or become ill as a result of their employment with the City.

The City is not required to provide Workers' Compensation Insurance coverage, but has decided to provide somewhat similar benefits through the establishment of internal welfare programs and the expansion of other fringe benefits. Those benefits, which have been expanded in place of Workers' Compensation statutory benefits, are group health insurance, term life insurance, pension and other benefits provided herein. They are intended to provide the employee with benefits which are substantially equivalent to those established by State law.

Each employee who sustains an on-the-job injury or job-related illness directly arising out of and in the course of employment with the City shall be eligible for certain benefits which are described herein.

B. Payment for Medical Treatment

The City provides for the payment of medical treatment for all on-the-job injuries or illnesses through its Group Health Benefit Plan. Employees are required to adhere to health plan rules for receiving medical care. The City will not pay for unauthorized or uninsured medical care except as hereinafter provided. Those expenses for reasonable and necessary medical treatment, which are not covered by the Group Health Benefit Plan, such as deductibles and copayments, may be paid directly or reimbursed to the employee by the City.

C. Physician Evaluations

Each employee who has sustained an on-the-job injury or job-related illness shall be required to submit to evaluations by medical personnel retained by the City. Such evaluations shall be scheduled as often as is reasonably necessary and shall continue as long as the employee continues to receive benefits referred to in this appendix. For all examinations after the first, the City shall pay the reasonable traveling expenses and loss of wages incurred by the employee in order to submit to such examination.

D. Temporary Total Disability

Each employee who is unable to perform the employee's regular duties as the result of an on-the-job injury or job-related illness and who has not been reassigned to a restricted duty or "light-duty" position in the Police Department shall commence a period of

Full Paid Disability leave. During the Full Paid Disability leave, the employee shall receive one hundred percent (100%) of the employee's regular base salary for up to sixty-five (65) calendar days after the commencement of the disability. The Full Paid Disability leave may be extended, at the discretion of the City Manager, for an additional period of up to one hundred (100) calendar days. Such an extension may be granted by the City Manager no more than three (3) times for a maximum total of three hundred sixty-five (365) calendar days of Full Paid Disability leave. The decision by the City Manager to extend the Full Paid Disability Leave must be based on medical evidence submitted by the City and/or the employee.

If the employee's temporary total disability extends beyond the period of Full Paid Disability Leave, the employee shall cease to receive one hundred percent (100%) of the employee's regular base salary and may elect to receive in lieu thereof, one of the following:

1. The lesser of two-thirds (2/3's) of the employee's regular base salary or two-thirds (2/3's) of the latest average weekly wage as announced by the Secretary of Labor for the State of Delaware; or
2. One hundred percent (100%) of the employee's regular base salary subject to the availability of and deduction of accrued paid leaves. The employee shall begin using accrued sick leave, vacation, or compensatory time to make up the difference between Option #1 above and the employee's regular base salary pay. This option cannot be chosen if the employee has no accrued paid leaves.

The employee shall cease to receive Temporary Total Disability benefits upon the employee's return to the performance of his/her regular duties, the return to a "light-duty" assignment within the Police Department, or upon the commencement of Continuing Total Disability benefits. Continuing Total Disability benefits may only commence with the employee's consent or following an arbitrator's ruling.

E. Continuing Total Disability

Each employee who is unable to perform the assigned duties of the employee's position as the result of an on-the-job injury or job-related illness shall receive a Total and Permanent Disability Pension benefit as provided by the City of Newark Employees' Pension Plan.

F. Permanent Partial Impairment

In addition to other benefits in this appendix, each employee who sustains a permanent partial impairment as a result of an on-the-job injury or illness shall be eligible to receive compensation for such impairment. Such compensation shall be equal to the greater of:

1. The lesser of (a) one (1) week of the employee's regular base or, (b) the average weekly wage as announced by the Secretary of Labor for the State of Delaware, as of the date upon which permanency is agreed to by both parties,



multiplied by a factor provided in Section G below; or

2. The benefit amount provided by the City's Accidental Death and Dismemberment (AD&D) Policy.

Each employee who sustains a permanent partial impairment, resulting from an on-the-job injury or illness, which is covered by the City's AD&D policy shall be required to file a claim for benefits provided by that policy. If the amount of the benefit that the employee receives from the AD&D policy is less than the amount provided by Subsection F.1. above, then the City shall only be required to compensate the employee for the difference between the two amounts.

G. Permanent Partial Impairment - Schedule of Loss Multiplication Factor

1. For the loss of a hand – 146
2. For the loss of an arm – 166
3. For the loss of a foot – 106
4. For the loss of a leg – 166
5. For the loss of a finger –
  - for the loss of a thumb – 50
  - for the loss of the index finger – 33
  - for the loss of the middle finger – 26
  - for the loss of the finger between the middle finger and the little finger – 20
  - for the loss of the little finger – 13
  - the loss of the first phalange of the thumb or any finger – one-half (1/2) of the appropriate factor listed above
  - the loss of one-half (1/2) of the first phalange of the thumb or any finger – one-quarter (1/4) of the appropriate factor listed above
  - the loss of more than one (1) phalange shall be considered as the loss of the entire thumb or finger
  - in no case shall the compensation for the loss of more than one (1) finger exceed the compensation for the loss of the entire hand
6. For the loss of a toe –
  - for the loss of the great toe – 26
  - for the loss of any one (1) other toe – 10
  - the loss of the first phalange of any toe – one-half (1/2) of the appropriate factor listed above
  - the loss of more than one (1) phalange shall be considered as the loss of the entire toe

7. For the loss of vision –
  - for the total loss of vision is any one (1) eye – 133
  - for the partial loss of vision in any one (1) eye – 133 multiplied by the percentage of loss
8. Amputation up to the ankle or any part of the foot shall be considered as a loss of the foot.
9. Amputation above the ankle shall be considered as a loss of the leg.
10. The total loss of use of a hand, arm, foot or leg shall be considered equivalent to the loss of that body part.
11. Amputation between the palmar surface of the hand and the shoulder shall be considered as a loss of the arm.
12. Amputation of fifty percent (50%) of the palmer surface of the hand shall be considered as a loss of the hand.
13. For the loss of hearing –
  - for the total loss of hearing in one (1) ear – 50
  - for the partial loss of hearing in one (1) ear – 50 multiplied by the percentage of loss
14. For any other body parts not listed, including neck and back – 200
15. For disfigurement to any part of the human body – 100

#### H. Death

The beneficiary of each employee who dies as a result of an on-the-job injury or illness shall be eligible to receive the following benefits:

1. Receipt of a Spouse and Children's pension benefit or refund of pension contributions plus interest as provided by the City of Newark Employees' Pension Plan; and
2. Receipt of an accidental death and dismemberment term life insurance benefit equal to and in addition to the basic term life insurance death benefit provided by contract.

#### I. Conflicting Language

If there are any conflicts between the language of this appendix and the language of the pension plan or any City insurance policies, then the language of the pension plan shall govern.

J. Time Limits for Benefits

Any claim for benefits provided by this appendix must be submitted in writing to the City Manager within two (2) years after the injury or illness occurred. Claims submitted more than two (2) years after the injury or illness occurred shall be denied. Where payments of compensation have been made under this appendix, the time limit for filing further requests for compensation shall expire five (5) years after the date of the last payment of compensation.

K. Subrogation

The City reserves the right of subrogation, after deduction of expenses of recovery, in the event that any third party or parties is held either in whole or in part responsible or makes payments by way of compromise or settlement for injuries or claims made by an employee against the City.

L. Mileage

An employee traveling for treatment due to a job-related injury or illness shall be entitled to mileage, parking and toll reimbursement for any trip in excess of twenty-five (25) total miles. Such mileage reimbursement shall be in an amount equal to the State specified mileage allowance rate in effect at the time of travel multiplied by the total miles traveled. Travel for the following purposes is eligible for reimbursement:

1. To receive reasonable surgical, medical, dental, optometric, chiropractic or hospital services, and
2. To obtain medicine and supplies, including the repair and replacement of damaged dentures, false eyes or eyeglasses, and providing hearing aids and prosthetic devices.

M. Exercise of Rights

The City shall not discharge, retaliate or discriminate in any manner against an employee because such employee has claimed or attempted to claim workers' compensation benefits from the City, because such employee reported the City's noncompliance with this appendix, or because such employee has testified or is about to testify in any proceeding under this appendix.

N. Dispute Resolution

1. Any employee having a dispute regarding the application or interpretation of this appendix may request a hearing before a neutral, disinterested person knowledgeable as to the Delaware law and practice regarding benefits for on-the-job injuries and job-related illnesses. The person shall be selected by the City Manager and F.O.P. President or their designees. If the parties cannot agree on a neutral, the person shall be chosen by the Delaware State Bar Association Lawyer Referral Committee from retired judges, active lawyers, or retired lawyers familiar with Delaware workers' compensation law and practice.

2. Any dispute regarding the termination of Temporary Total Disability benefits as provided by Section D shall be subject to an expedited review process as provided by N.1 above to determine "return to work status" exclusively. Pending this review, the employee may remain off work but will be required to use accrued paid leaves. The employee shall have the right to choose which accrued leave shall be used. If the employee has exhausted all accrued leaves or has insufficient accrued leaves to continue receiving regular pay, the employee shall be allowed to borrow up to two hundred forty (240) hours of Sick Leave as provided by Article III, Section 2D of this agreement. If it is determined by this review process that the employee is still unable to return to work, then all accrued leaves used during this review period shall be restored to the employee.

## APPENDIX B

January 1, 2019

Years	Police Officer	Corporal	Master Corporal	Sergeant	Lieutenant	Captain
0	43,594					
0.5	53,974					
1	55,531					
2	57,087					
3	59,494					
4	62,147	66,022	69,468			
5	64,919	68,971	72,570			
6	67,818	72,051	75,813			
7	67,818	72,051	75,813	82,743	90,308	98,570
8	68,956	73,482	77,319	84,388	92,104	100,532
9	71,719	74,570	77,570	84,388	92,104	100,532
10	71,719	77,570	80,657	86,702	92,104	100,532
11	71,719	78,326	81,478	87,588	92,378	100,532
12	71,719	79,125	82,277	88,450	93,245	100,532
13	71,719	79,902	83,099	89,336	94,173	102,532
14	71,719	80,701	83,939	90,244	95,122	102,532
15	72,118	81,509	84,782	91,129	96,219	105,592
16	72,118	82,324	85,623	92,056	97,022	106,131
17	72,118	83,147	86,487	92,964	97,993	106,131
18	72,118	83,978	87,349	93,892	98,966	107,688
19	72,118	84,817	88,224	94,842	99,959	107,688
20	72,118	85,666	89,106	95,792	100,973	109,825
21	72,118	85,666	89,997	95,792	101,989	109,825
22	72,118	85,666	90,897	95,792	101,989	110,926
23	72,118	85,666	91,806	95,792	101,989	110,926
24	72,118	85,666	92,723	95,792	101,989	110,926
25	72,118	85,666	93,650	96,520	101,989	110,926



July 1, 2019

Years	Police Officer	Corporal	Master Corporal	Sergeant	Lieutenant	Captain
0	44,684					
0.5	55,323					
1	56,919					
2	58,514					
3	60,981					
4	63,701	67,673	71,205			
5	66,542	70,695	74,384			
6	69,513	73,852	77,708			
7	69,513	73,852	77,708	84,812	92,566	101,034
8	70,680	75,319	79,252	86,498	94,407	103,045
9	73,512	76,434	79,509	86,498	94,407	103,045
10	73,512	79,509	82,673	88,870	94,407	103,045
11	73,512	80,284	83,515	89,778	94,687	103,045
12	73,512	81,103	84,334	90,661	95,576	103,045
13	73,512	81,900	85,176	91,569	96,527	105,095
14	73,512	82,719	86,037	92,500	97,500	105,095
15	73,921	83,547	86,902	93,407	98,624	108,232
16	73,921	84,382	87,764	94,357	99,448	108,784
17	73,921	85,226	88,649	95,288	100,443	108,784
18	73,921	86,077	89,533	96,239	101,440	110,380
19	73,921	86,937	90,430	97,213	102,458	110,380
20	73,921	87,808	91,334	98,187	103,497	112,571
21	73,921	87,808	92,247	98,187	104,539	112,571
22	73,921	87,808	93,169	98,187	104,539	113,699
23	73,921	87,808	94,101	98,187	104,539	113,699
24	73,921	87,808	95,041	98,187	104,539	113,699
25	73,921	87,808	95,991	98,933	104,539	113,699

July 1, 2020

Years	Police Officer	Corporal	Master Corporal	Sergeant	Lieutenant	Captain
0	45,801					
0.5	56,706					
1	58,342					
2	59,977					
3	62,506					
4	65,293	69,364	72,985			
5	68,206	72,463	76,244			
6	71,251	75,699	79,651			
7	71,251	75,699	79,651	86,932	94,880	103,560
8	72,447	77,202	81,233	88,660	96,767	105,621
9	75,350	78,345	81,497	88,660	96,767	105,621
10	75,350	81,497	84,740	91,091	96,767	105,621
11	75,350	82,291	85,603	92,022	97,055	105,621
12	75,350	83,131	86,442	92,928	97,966	105,621
13	75,350	83,947	87,306	93,859	98,941	107,723
14	75,350	84,786	88,188	94,813	99,938	107,723
15	75,769	85,635	89,074	95,742	101,090	110,938
16	75,769	86,492	89,958	96,716	101,934	111,504
17	75,769	87,356	90,865	97,670	102,954	111,504
18	75,769	88,229	91,771	98,645	103,976	113,140
19	75,769	89,111	92,690	99,643	105,019	113,140
20	75,769	90,003	93,617	100,641	106,085	115,385
21	75,769	90,003	94,553	100,641	107,152	115,385
22	75,769	90,003	95,499	100,641	107,152	116,542
23	75,769	90,003	96,454	100,641	107,152	116,542
24	75,769	90,003	97,417	100,641	107,152	116,542
25	75,769	90,003	98,391	101,406	107,152	116,542

December 31, 2020

Years	Police Officer	Corporal	Master Corporal	Sergeant	Lieutenant	Captain
0	45,801					
0.5	56,706					
1	58,342					
2	59,977					
3	62,506					
4	65,293	69,364	72,985			
5	68,206	72,463	76,244			
6	71,251	75,699	79,651			
7	71,251	75,699	79,651	86,932	94,880	103,560
8	72,447	77,202	81,233	88,660	96,767	105,621
9	75,350	78,345	81,497	88,660	96,767	105,621
10	75,350	81,497	84,740	91,091	96,767	105,621
11	75,350	82,291	85,603	92,022	97,055	105,621
12	75,350	83,131	86,442	92,928	97,966	105,621
13	75,350	83,947	87,306	93,859	98,941	107,723
14	75,350	84,786	88,188	94,813	99,938	107,723
15	75,769	85,635	89,074	95,742	101,090	110,938
16	75,769	86,492	89,958	96,716	101,934	111,504
17	75,769	87,356	90,865	97,670	102,954	111,504
18	75,769	88,229	91,771	98,645	103,976	113,140
19	75,769	89,111	92,690	99,643	105,019	113,140
20	75,769	90,003	93,617	100,641	106,085	115,385
21	75,769	90,903	94,553	101,648	107,152	115,385
22	75,769	91,812	95,499	102,664	108,224	116,542
23	75,769	92,730	96,454	103,691	109,306	117,707
24	75,769	93,657	97,417	104,728	110,399	118,884
25	75,769	94,594	98,391	105,775	111,503	120,073

## APPENDIX C

# PERSONNEL MANUAL

---

**SUBJECT: Drug and Alcohol Testing**  
Amended: 12/21/2016

A. Policy

The City is concerned about the abuse of illegal drugs and alcohol within our organization and at the workplace. City employees are expected to be free from the influence of drugs or alcohol while they are on duty. This policy is being established, in accordance with the Omnibus Transportation Employee Testing Act of 1991, to ensure a safe and efficient workplace that is free of drugs and alcohol. This policy is based on the independent authority of the City to establish personnel policies and procedures and to proscribe certain behavior which is harmful to the interests and safety of the City and its employees.

B. Prohibited Activities

Employees are prohibited from engaging in the following activities:

1. The possession or consumption of alcoholic beverages while on duty without authorization.
2. The possession or consumption of any illegal, non-prescription drugs while on duty.
3. The operation of any City vehicle while under the influence of illegal drugs, or prescription drugs that impair the employee's ability to properly and safely complete their tasks.
4. The operation of any City vehicle by any employee with an alcohol concentration of 0.04 or greater.
5. Placing, carrying, or allowing the placement of any unauthorized alcoholic beverage or illegal drug in any City vehicle or equipment.
6. Reporting to work under the influence of illegal drugs, or prescription drugs that impair the employee's ability to properly and safely complete their tasks.
7. Reporting to work with a blood alcohol concentration of 0.04 or greater.
8. The operation of any City vehicle in violation of the federal Omnibus Transportation Employee Testing Act of 1991, requiring drug and alcohol testing for safety-sensitive employees.
9. The refusal to submit to an alcohol or drug test as defined and required by the Omnibus Transportation Employee Testing Act of 1991 or by union agreement.

[Intentionally Left Blank]

# PERSONNEL MANUAL

---

## C. Disciplinary Action

Each employee who engages in any of the activities prohibited by Section B of this policy shall be prohibited from operating City vehicles and be subject to the following disciplinary action:

1. All non-F.O.P. members that violate this policy shall proceed through the established progressive disciplinary process.
2. All F.O.P. members that violate this policy shall have any such findings submitted to the Lieutenant of Professional Standards to be addressed in accordance to established policies and regulations.

## D. Testing

1. Pre-Employment – All individual who has been offered regular full-time or part-time employment with the City, including safety sensitive positions as a Police Officer or in any position which requires a Commercial Driver's License (CDL), shall be tested for alcohol content and for the use of controlled substances with a 10-Panel drug screen. The offer of employment may be withdrawn from any individual whose test reveals an alcohol content of 0.02 or greater or the presence of an illegal drugs.
2. Random – Each employee who is assigned to a position which requires the possession of a CDL may be tested for alcohol content or for the use of controlled substances. Such tests shall be conducted on a random, unannounced basis in accordance with the Omnibus Transportation Employee Testing Act of 1991. All other regular, full-time and part-time employees shall also be included in quarterly random testing. All testing shall occur on City time during regularly scheduled shifts.
3. Reasonable Suspicion – Each employee who is assigned to a position which requires the employee to operate a City vehicle or to possess a CDL shall be tested for alcohol content or for the use of illegal substances if the employee's supervisor, department director or the Deputy City Manager reasonably suspects that the employee is under the influence of alcohol, controlled substances or illegal drugs.
4. Post-Accident – Each employee who operated a City vehicle while it was involved in a traffic accident which resulted in the loss of human life or the issuance of a traffic citation shall be tested for alcohol content, the use of controlled substances or illegal drugs.



# PERSONNEL MANUAL

---

## E. Testing Procedures

All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991. The testing will only be conducted by certified, third-party organization that is hired by the City for this purpose.

## F. Refusal To Submit To A Test

An employee who refuses to submit to a test shall be an employee who:

1. Fails to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing.
2. Fails to provide adequate urine for controlled substances testing without a valid medical explanation after the employee has received notice of the requirement for urine testing.
3. Engages in conduct that clearly obstructs the testing process.

## G. Referral

Each employee who may be in need of evaluation, counseling or rehabilitation shall be directed to contact the City's Employee Assistance Program ("EAP") for professional care. The EAP is a confidential source for medical resources to all regular, full-time employees. Employees may also contact his or her primary care physician for a referral.

## H. Payment

1. The City shall pay the cost of initial testing (A-Sample) for alcohol, controlled substances and/or illegal drugs except as provided by this policy.
2. The City shall not pay the cost of evaluating, counseling or rehabilitation which may be required by the Omnibus Transportation Employee Testing Act of 1991.
3. The employee shall pay the cost of any test (B-Sample) requested by the employee to confirm the use of illegal drug(s) if the results of the confirmation test are positive. If the results of the B-Sample confirmation test are negative, the City shall pay the cost of the confirmation test. Positive A-Sample test of controlled substances shall be substantiated by a medical provider prior to the B-Sample confirmation test.

# PERSONNEL MANUAL

---

## I. Positive Test For Controlled Substances

1. Each employee whose random confirmation test indicates the use of controlled substances or illegal drugs shall immediately be prohibited from operating City vehicles, and have the positive test investigated through established progressive discipline policies and procedures. Two (2) week suspension without pay is the recommended discipline.
2. Each employee who has tested positive on a random basis for controlled substances shall undergo a return-to-duty test with a negative result prior to being allowed to operate City vehicles.
3. At the City's expense, each employee who has tested positive on a random basis for illegal drugs shall be subject to unannounced follow-up testing as directed by the City, for at least a 90-days after return to work.
4. If the follow-up test reveals the continued presence of illegal drugs, the positive test shall be investigated through established progressive discipline policies and procedures. Termination from employment is the recommended discipline.

## J. Positive Test For Alcohol

Each employee whose random test indicates an alcohol concentration of greater than 0.02 but less than 0.04 shall be prohibited from operating City vehicles for a period of twenty-four (24) hours. This occurrence and any future occurrences shall be investigated and addressed through established progressive discipline policies and procedures. Recommended levels of discipline shall be as follows:

1. First occurrence - written reprimand
2. Second occurrence - eight (8) hour suspension
3. Third occurrence - forty (40) hour suspension
4. Fourth occurrence - termination from employment

## K. Questions

Each employee may contact the Deputy City Manager for further information about this policy.