

**AN AGREEMENT BETWEEN  
THE F.O.P. LODGE NO. 4  
AND  
THE CITY OF NEWARK, DELAWARE  
JANUARY 1, 2022 - DECEMBER 31, 2024**

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

**AGREEMENT**

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# FRATERNAL ORDER OF POLICE

## AGREEMENT

Entered into this \_\_ day of \_\_\_\_\_, 2021 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, if hired as a certified officer; or ii) a recruit officer

until twelve (12) months after the recruit officer has graduated from a recognized academy.

- 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

All Newark police officers shall have the right to join or refrain from joining the F.O.P.

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. In addition, employees who provide 12 months' prior binding and irrevocable written notice of their retirement date may, upon retirement, convert available accrued sick leave greater than 150 hours to be paid, at their regular hourly rate, at the rate of one (1) hour for each three (3) hours 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. All employees may carry over up to eighty (80) hours of vacation leave from hire. 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 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. Effective January 1, 2022, the Service Awards for eligible employees have been rolled into the annual base salary schedules (see Appendix B), and separate annual payments will no longer occur.

### 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 two hundred twenty (220) hours. Each employee with a balance of two hundred twenty (220) hours shall be prohibited from accruing additional compensatory time.

Beginning with the promotion to the rank of Master Corporal and all subsequent promotions to Sergeant, Lieutenant, and Captain, all compensatory time balances will be cashed out up to two hundred twenty (220) hours upon promotion at the employee's hourly rate before the promotion. The employee will be able to accrue compensatory time at their new rank up to their maximum allowable time balance of two hundred twenty (220) hours.

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-imbusement, 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, 2022, an employee may utilize accrued vacation, compensatory, adjusted time, and/or personal days to reach a retirement date, not to exceed ninety (90) calendar days from the last day worked, such that retirement commences on the last day of a calendar month. At which point, the employee will be considered as "active-retired."
  - H. Employees hired after January 1, 2021 shall be enrolled in the Delaware County and Municipal Police/Firefighter Pension Plan, 11 *Del. C. Ch. 88*, as amended ("State Plan"). The City and Union shall cooperate in any application or other process required to permit the City's participation in the State Plan. Each employee enrolled in the State Plan shall contribute seven percent (7%) of salary and be subject to a mandatory retirement at 55 years of age or 34 years of service, whichever comes first. In the event an employee is hired after January 1, 2021 but before the City is approved for participation in the State Plan, the City shall hold the employee's required contribution in escrow until approval occurs. Upon approval, the City shall make any required contributions to the State Plan to ensure the employee is credited service from the employee's date of hire.
  - I. The City shall establish a new pension plan to become effective July 1, 2021 ("New Plan"). Only employees hired prior to January 1, 2021 shall be eligible to participate in the New Plan. To participate in the New Plan, eligible employees shall provide a one-time, irrevocable election in writing to the City Manager's office on or before June 30, 2021. Employees who do not elect to participate in the New Plan will remain in the plan described in Sec. 5.A-G ("Old Plan") for the remainder of their employment. The terms and benefits of the New Plan on the effective date shall mirror those of the State Plan as defined in Title 11 Chapter 88 of the Delaware Code except as mutually agreed by the parties. Employees who elect participation in the New Plan shall contribute seven percent (7%) of salary and be subject to a mandatory retirement at 55 years of age or 34 years of service, whichever comes first.
  - J. Salary means the base salary or wage as shown on the pay plan, but not including overtime or premium pay, paid by the City to an employee before withholding or deductions.

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.

Sec. 11 Body Worn Cameras

- A. Unless authorized by the Chief of Police pursuant to an official investigation, the Body Worn Camera shall not be remotely activated without the knowledge of the Officer wearing said Body Worn Camera for any reason other than an immediate threat to life, such as an officer-in-distress call.
- B. GPS data in the Body Worn Cameras shall not be used in internal investigations by the City or relied upon for disciplinary measures and shall not be admissible for any purpose in any disciplinary hearing involving a member of the bargaining unit.
- C. Whenever an Officer is subject to an internal administrative investigation, discipline, or questioning during an internal administrative investigation, the Officer and his or her representative or legal counsel shall be given an opportunity to review all relevant recordings and consult prior to being questioned.
- D. Further changes to Body Worn Camera equipment and/or software that significantly impacts the operation of the equipment shall be negotiated with the F.O.P.

## 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, 2022, through December 31, 2024 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, 2024 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 2024 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.



IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 13 day of December, 2021.

NEWARK FRATERNAL ORDER  
OF POLICE LODGE NO. 4



Brandon Walker, President



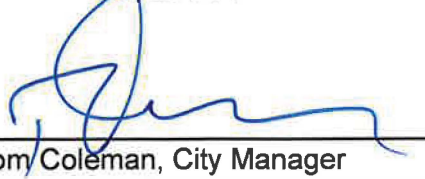
Sean Malone, Chief Negotiator

ATTEST:



Carter McKennon, Secretary

CITY OF NEWARK



Tom Coleman, City Manager

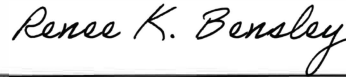


Devan Hardin, Chief Human  
Resources Officer



Michael P. Stafford, Chief Negotiator

ATTEST:



Renee Bensley, City Secretary

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

A. Introduction

The City of Newark shall continue to provide State of Delaware Workers' Compensation Benefits pursuant to Chapter 23 of Title 19 of the Delaware Code ("law") for the duration of the agreement.

B. Temporary Total Disability

1. 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 opinions of the employee's and the City's designated healthcare providers differ, the City Manager may obtain the opinion of a third healthcare provider, at the City's expense. The third healthcare provider's decision shall be binding on all parties.

2. 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:

- a. 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
- b. 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 a decision pursuant to law.

C. 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 duty related disability pension benefit pursuant to the Pension Plan in which they have enrolled. Required payments may come from a combination of the pension plan, the City's Workers' Compensation carrier, or other sources.

D. 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 survivor pension benefit or refund of pension contributions plus interest as provided by the applicable 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; and
3. All additional benefits pursuant to law.
4. Required payments may come from a combination of the applicable pension plan, the City's Workers' Compensation carrier, or other sources.

E. Dispute Resolution

1. Disputes regarding paragraph B(1) shall be resolved as described in that section.
2. Any dispute regarding the termination of Disability benefits as provided by Section B(2) or C shall be subject to a review process pursuant to Chapter 23 of Title 19 of the Delaware Code. 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, 2022

Years	Police Officer	Corporal	Master Corporal	Sergeant	Lieutenant	Captain
0	58,407					
1	60,092	-	-	-	-	-
2	61,776	-	-	-	-	-
3	64,381	-	-	-	-	-
4	67,252	71,445	75,175	-	-	-
5	70,252	74,637	78,531	-	-	-
6	73,389	77,970	82,041	-	-	-
7	73,389	77,970	82,041	89,540	97,726	106,667
8	74,620	79,518	83,670	91,320	99,670	108,790
9	77,611	80,695	83,942	91,320	99,670	108,790
10	78,904	85,341	88,738	95,387	101,331	110,603
11	79,033	86,314	89,787	96,520	101,799	110,785
12	79,163	87,337	90,816	97,630	102,923	110,966
13	79,291	88,339	91,874	98,769	104,117	113,359
14	79,421	89,368	92,953	99,936	105,337	113,543
15	79,993	90,409	94,040	101,080	106,726	117,122
16	80,123	91,462	95,128	102,274	107,792	117,911
17	80,253	92,526	96,243	103,451	109,047	118,103
18	80,383	93,602	97,360	104,653	110,308	120,030
19	80,513	94,691	98,495	105,883	111,595	120,224
20	80,644	95,793	99,640	107,116	112,910	122,808
21	80,774	96,907	100,798	108,362	114,230	123,006
22	80,903	98,033	101,970	109,622	115,558	124,439
23	81,033	99,174	103,156	110,896	116,901	125,886
24	81,164	100,326	104,353	112,185	118,259	127,348
25	81,294	101,491	105,566	113,487	119,633	128,828

January 1, 2023

Years	Police Officer	Corporal	Master Corporal	Sergeant	Lieutenant	Captain
0	60,159	-	-	-	-	-
1	61,895	-	-	-	-	-
2	63,629	-	-	-	-	-
3	66,312	-	-	-	-	-
4	69,270	73,588	77,430	-	-	-
5	72,360	76,876	80,887	-	-	-
6	75,591	80,309	84,502	-	-	-
7	75,591	80,309	84,502	92,226	100,658	109,867
8	76,859	81,904	86,180	94,060	102,660	112,054
9	79,939	83,116	86,460	94,060	102,660	112,054
10	81,271	87,901	91,400	98,249	104,371	113,921
11	81,404	88,903	92,481	99,416	104,853	114,109
12	81,538	89,957	93,540	100,559	106,011	114,295
13	81,670	90,989	94,630	101,732	107,241	116,760
14	81,804	92,049	95,742	102,934	108,497	116,949
15	82,393	93,121	96,861	104,112	109,928	120,636
16	82,527	94,206	97,982	105,342	111,026	121,448
17	82,661	95,302	99,130	106,555	112,318	121,646
18	82,794	96,410	100,281	107,793	113,617	123,631
19	82,928	97,532	101,450	109,059	114,943	123,831
20	83,063	98,667	102,629	110,329	116,297	126,492
21	83,197	99,814	103,822	111,613	117,657	126,696
22	83,330	100,974	105,029	112,911	119,025	128,172
23	83,464	102,149	106,251	114,223	120,408	129,663
24	83,599	103,336	107,484	115,551	121,807	131,168
25	83,733	104,536	108,733	116,892	123,222	132,693

January 1, 2024

Years	Police Officer	Corporal	Master Corporal	Sergeant	Lieutenant	Captain
0	61,964	-	-	-	-	-
1	63,752	-	-	-	-	-
2	65,538	-	-	-	-	-
3	68,301	-	-	-	-	-
4	71,348	75,796	79,753	-	-	-
5	74,531	79,182	83,314	-	-	-
6	77,859	82,718	87,037	-	-	-
7	77,859	82,718	87,037	94,993	103,678	113,163
8	79,165	84,361	88,765	96,882	105,740	115,416
9	82,337	85,609	89,054	96,882	105,740	115,416
10	83,709	90,538	94,142	101,196	107,502	117,339
11	83,846	91,570	95,255	102,398	107,999	117,532
12	83,984	92,656	96,346	103,576	109,191	117,724
13	84,120	93,719	97,469	104,784	110,458	120,263
14	84,258	94,810	98,614	106,022	111,752	120,457
15	84,865	95,915	99,767	107,235	113,226	124,255
16	85,003	97,032	100,921	108,502	114,357	125,091
17	85,141	98,161	102,104	109,752	115,688	125,295
18	85,278	99,302	103,289	111,027	117,026	127,340
19	85,416	100,458	104,494	112,331	118,391	127,546
20	85,555	101,627	105,708	113,639	119,786	130,287
21	85,693	102,808	106,937	114,961	121,187	130,497
22	85,830	104,003	108,180	116,298	122,596	132,017
23	85,968	105,213	109,439	117,650	124,020	133,553
24	86,107	106,436	110,709	119,018	125,461	135,103
25	86,245	107,672	111,995	120,399	126,919	136,674



## 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.

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# PERSONNEL MANUAL

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## 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

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## 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

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## 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.