

2/17/2023
Memorandum of Agreement
Between
The Police Superior Officers' Association of Newark, NJ, Inc.
(the "SOA")
and
The City of Newark (the "City")

The City and the SOA (collectively, the "Parties") have engaged in good faith collective negotiations for a successor collective bargaining agreement, and hereby agree to the following terms and conditions of employment set forth in this Memorandum of Agreement ("MOA"). Unless otherwise stipulated in this MOA, all other provisions of the Parties' January 1, 2016 to December 31, 2017 memorandum of agreement and January 1, 2013 to December 31, 2015 collective bargaining agreement shall remain in effect and otherwise unchanged. This MOA is subject to the approval of the SOA and ratification by the Municipal Council of the City of Newark. This MOA is not binding until fully ratified by both Parties.

1. Duration: Six (6) years from January 1, 2018 through December 31, 2023.


2. Wages:

a. Salary:

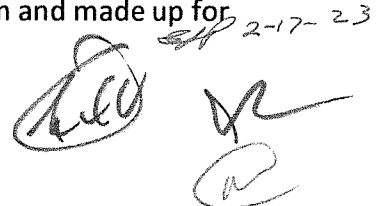
- i. Effective January 1, 2018 – 2%
- ii. Effective January 1, 2019 – 2%
- iii. Effective January 1, 2020 – 3%
- iv. Effective January 1, 2021 – 2.33%
- v. Effective January 1, 2022 – 2.33%
- vi. Effective January 1, 2023 – 2.34%

b. Retroactive salary payment for active SOA members and SOA members who retired prior to the ratification of this MOA shall be made as follows provided that this Agreement is ratified and approved and unless there are extraordinary circumstances that prevent the City from meeting it:

- i. 2018 Retro will be paid within sixty (60) days of the ratification by all parties;
- ii. 2019 Retro will be paid by 12/15/2023;

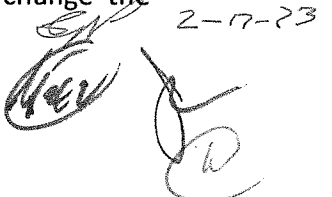
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- iii. 2020 Retro shall be paid by 7/1/24;
 - iv. 2021 Retro shall be paid by 12/31/24;
 - v. 2022 Retro shall be paid by 7/1/25;
 - vi. 2023 Retro shall be paid by 12/31/25.
- c. As noted above, this retroactive payment schedule is contingent upon this Agreement being ratified and approved, and if extraordinary circumstances arise, the city may need to extend one or more of these deadlines.
- d. SOA members who retire after this MOA is ratified shall be entitled to any retroactive salary they are owed at the time of their retirement, and the City shall make best efforts to calculate and pay out that retroactive salary without unreasonable delay consistent with the retroactive payment schedule set for the above in paragraph b..
- e. Effective January 1, 2023, "1st Step" of the Police Lieutenant Salary Guide shall be eliminated so that the Lieutenant rank shall have three (3) total steps: 2nd / Max / Sr. Pay.
- f. Effective January 1, 2023, advancement on the salary guide for all ranks shall be on the day of promotion and all subsequent step movement shall be on January 1.
- g. Effective January 1, 2023, Longevity step movement shall occur on January 1.
- h. Increase Detective Stipend to \$2500 effective 4/1/2023.
3. Article 26, Association Privileges and Responsibilities, Section 5:
- a. Effective 4/1/2023 - Gas cards, for 35 gallons per month, will no longer be provided by the City to SOA bargaining unit members; the past practice of giving gas cards shall cease.
4. Article 5, Hours of Work and Overtime:
- a. Section 1 (b) – amended to provide that officers assigned to patrol duty shall operate on a Pitman schedule instead of a 4-2 schedule. The first sentence of 1 (b) shall be changed as follows: "The hours for those employees other than in (a) above shall be various tours of duty worked out in schedule form and made up for

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no less than fifteen (15) days in advance complying with the general concept of the Pitman schedule: two (2) on, two (2) off, three (3) on, two (2) off, two (2) on, three (3) off. To facilitate the change from the previous schedule, all employee leave time, including without limitation vacation, sick and personal days, shall be converted to hours.

- b. Members that are assigned to the Pitman schedule shall receive ninety-six (96) hours of compensatory time prorated at eight (8) hours per month.
 - c. Hours of operation:
 - i. Pitman Schedule 12-hour days subject to operational needs: Day Tour (6am - 6pm, 7am - 7pm, 8am- 8pm) Night Tour (6pm - 6am, 7pm - 7am, 8pm - 8am) This is the current schedule used by precincts. The Lieutenant and Sergeant of the squad are subject to working one of those shifts. One of them must come in at minimum the same time the patrolman starts their shifts.
 - ii. Start and end time for a shift should be discretionary so the administration can have flexibility with employee hours if there is a need to alter start time subject to notice requirements in Sections 1(b) and 13.
 - iii. Lunch and break:
 - 1. 60-minute lunch and a 15-minute break.
 - iv. Hours of work / overtime cannot exceed 16 hours.
 - d. Sections 1(b) and 13 – Amended to reduce the notice required from thirty (30) days to twenty (20) days. Officers may waive this notice and begin changed shift immediately.
5. Employees shall be entitled to one (1) “Wellness Day” off from duty per year with no loss of regular pay to complete a yearly physical check-up/wellness visit with their physician provided that they produce a medical certification proving the visit occurred.
6. Article 10, Health Insurance and Life Insurance
- a. Section 11(a) shall be deleted from the parties’ agreement as health insurance waiver compensation is set by statute and not subject to collective bargaining. Although not subject to collective bargaining, the City will not alter the waiver program compensation for those employees who have already waived coverage for the year 2022. Should the City exercise its statutory right to change the

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program, those changes will be for the year 2023 and beyond. Although this paragraph is being included in this MOA, no language regarding the waiver incentive program will appear in the parties' final contract as it is not a negotiable item.

- b. Section 16 – Eligible retirees who have earned Medicare Part B and their qualified dependents, upon proper notification to the City, shall be reimbursed for Medicare Part B payments. Reimbursement will be made by December 31st of a given year provided notice is received by September 1st.

7. Article 2, Payroll Deduction of Association Dues:

- a. Amended in accordance with the United States Supreme Court decision in Janus v. AFSCME, 138 S. Ct. 2448; 201 L. Ed. 2d 924, prohibiting compulsory agency fees/association dues.
- b. The parties recognize and shall be guided by the terms of the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et. Seq., and the above referenced Janus Decision.
- c. The parties agree to modify this section of the Agreement as follows:

The City agrees to deduct Union dues biweekly from each employee, as defined herein, who furnishes a voluntary written authorization for such deduction, on a form in accordance with N.J.S.A. 52:14-15.9(e). Dues deduction for any employee providing a written authorization as herein provided shall commence in the first full pay period after the City receives said authorization.

Dues deductions for any employee in the collective negotiations unit covered by this agreement shall be limited to the SOA.

In accordance with the Workplace Democracy Enhancement Act, employees may withdraw such authorization by providing written notice to the City during the ten (10) business days following each anniversary date of their employment as reflected on the seniority list provided to the SOA. Within five (5) business days of receipt of written notice from an employee of revocation of authorization for payroll deduction of dues, the City shall provide written notice to the SOA of an employee's revocation of such authorization. An employee's notice of revocation of authorization for the payroll deduction of dues shall be effective on the thirtieth (30th) calendar day after the employee's anniversary date as reflected in the seniority list provided to the SOA. In the event there is a judicial decision invalidating any applicable provisions of the Workplace Democracy



Enhancement Act, each employee may cancel such written authorization by giving written notice of such cancellation to the City and the SOA between December 15th and 31st of any year effective January 1st of the ensuing year. The amount of monthly union dues shall be in such an amount as may be certified to the City by the SOA from time to time, and at least thirty (30) days prior to the date on which deductions of union dues are to be made. Deductions of union dues made pursuant hereto shall be remitted by the City to the SOA every two (2) weeks together with a list of the names of employees from whose pay such deductions were made.

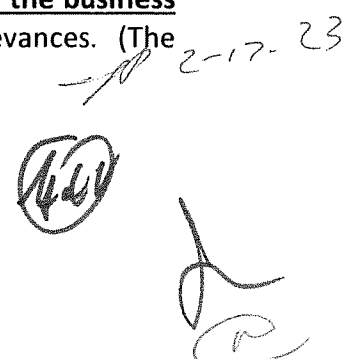
If the City receives a proper notice from an employee revoking dues authorization, the City mistakenly deducts union dues from the employee and transmits dues to the SOA, the SOA shall be responsible for returning to the employee the dues it received.

8. Punitive Damages:

- a. Article 21 – Section 1 shall be amended as follows: “any act or omission within the scope of his/her employment.”

9. Grievance Procedure:

- a. Section 3; Step 5: Should no acceptable agreement be reached within five (5) calendar days after Step 4, then the matter shall be submitted to the **Public Safety Director** who shall have ten (10) calendar days to submit his/her decision, subject to the approval of the Business Administrator. The aggrieved employee has a right to representation by an official of the Association in Steps 1, 2, 3, 4 and 5 above. The parties may by mutual agreement, waive the steps prior to step 4. If a grievance arises as a result of action taken by the Chief of Police, **Public Safety Director** or a city official, the grievance shall be filed with the Chief of Police. Any decision made by the Chief of Police and/or the Public Safety Director shall also be subject to approval of the Business Administrator.
- b. Section 3; Step 6; Arbitration: Within two (2) weeks of the transmittal of the written answer by the Director, subject to the approval of the Business Administrator, if the grievance is not settled to the satisfaction of all parties, parties to the Agreement may request that the grievance be submitted to arbitration as herein set forth. However, no arbitration hearing shall be scheduled sooner than twenty -one (21) calendar days after the final decision is due or rendered by the **Public Safety Director**, subject to the approval of the business administrator, whichever is sooner, except for emergent grievances. (The remainder of step 6 shall remain unchanged).

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10. Change all references to "Director of Police" throughout the parties' contract to "**Public Safety Director or its successor office.**"

11. Compensatory Time

- a. Article 5, Section 14 – Amended to reflect the parties' established past practice that Employees may use up to two (2) consecutive compensatory time days if they are requested with seven (7) days' notice; however this does not apply to FMLA or terminal leave time. Compensatory time shall only be granted if the City can maintain minimum manpower/staffing levels pursuant to managerial prerogative.

12. Article 16, Personal Business: this article shall be removed in its entirety, as there are no longer any employees to which it applies.

13. Side Bar Agreements:

- a. Any future side bar agreement must be approved by the Public Safety Director and the Business Administrator. No other representatives of the City will have the authority to enter into a side bar agreement unless the Director and the Business Administrator delegate this authority in writing. This provision may be included in the parties' agreement as a replacement for Article 16 which was deleted in the preceding paragraph.

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This MOA is subject to ratification of the members of the SOA as well as by the City's Council. This MOA shall not be legally effective unless it is ratified by both Parties.

THE CITY OF NEWARK:

THE POLICE SUPERIOR OFFICERS' ASSOCIATION OF NEWARK, NJ, INC.:

Eric S. Pennington
Signature

John J. Chrystal III
Signature

Eric S. Pennington
Print Name/title Business Administrator

John J. Chrystal III
Print Name/title SOA President

Date: February 17, 2023

Date: Fri, 2/17/2023

THE CITY OF NEWARK:

THE POLICE SUPERIOR OFFICERS' ASSOCIATION OF NEWARK, NJ, INC.:

Signature

[Signature]
Signature

Print Name/title

Gail De Vito-Vickars
Print Name/title SOA 1st Vice President

Date:

Date: Friday, 2/17/2023

[Signature]
Ramon E. Rivera Esq
2/17/23