

MEMORANDUM OF AGREEMENT

CITY OF GLOUCESTER CITY AND GLOUCESTER CITY PBA LOCAL 40

The City of Gloucester City (City) and the Gloucester City PBA Local 40 are parties to a series of successive collective negotiations agreements, the most recent of which covered the period of January 1, 2022 through December 31, 2026. After having engaged in good faith negotiations concerning a successor agreement, the parties tentatively agree to the following terms and conditions:

1. **Duration.** The new agreement shall cover the period of January 1, 2022 through December 31, 2026. Unless otherwise set forth herein, all terms shall be retroactive to January 1, 2022.
2. **Salary Schedule.** Each step in the parties' salary schedule shall be increased by 3% for each year of this agreement, as reflected in Appendix A and Appendix B. Any officer who separated from employment after December 31, 2021 shall receive a prorated back pay.
3. **Article V - Leave of Absence, Sick Leave and Other Leave.**

Section A (1) shall be revised to state:

Military Leave. All military leave shall be provided in accordance with applicable USERRA, Federal and State laws. A copy of the military orders requiring the employee to report for such duty must be attached to the leave of absence request.

Section A (2) shall be revised to state:

Leave Because of Death

In the case of the death of a member of an officer's family, time off, necessary to arrange for the funeral and to attend the service shall be granted. This time period shall be calculated from the day of death until two days after the day of burial, not to exceed five (5) working days or sixty (60) hours, with pay at the established annual salary, shall be granted.

An Officer will receive five (5) days off for the death of a spouse, mother, father, mother-in-law, father-in-law, brother, sister, child, step-child, brother-in-law, sister-in-law, and grand-child. An Officer will receive three (3) days off for the death of a grandparent, son-in-law, and daughter-in-law. An Officer will receive one (1) day off for the death of an aunt, uncle, niece, nephew, and cousin.

Section B (2)(b) shall be revised to state:

When an Officer retires, the Officer shall receive a lump sum payment at seventy-five percent (75%) of accumulated sick time, up to a maximum of one-thousand six-hundred forty-four (1644) hours. This clause shall not apply to Officers hired on or after May 21, 2010.

When an officer hired after May 21, 2010 retires, the Officer shall receive a lump sum payment at 100% of all accumulated sick time, up to a maximum of fifteen thousand dollars (\$15,000).

Sections B (3) shall be revised to state that the clauses shall not apply to Officers hired on or after May 21, 2010 respectively.

Section C (1)a shall be revised to state that Officers will receive forty-eight (48) personal hours per year.

4. **Article VI Other Benefits.**

Section C (1)(a) shall be revised to state:

Meal expenses shall be paid for by the City at the rate of twenty (\$20.00) dollars per meal while the officer is attending Police Training at a police academy or other institution to which the officer has been ordered or authorized to attend by the Chief.

Section E shall be added to state:

On Call Compensation

Employees who are ordered to be "On Call" shall be compensated five (5) hours of compensatory time per calendar week of being on call. If the officer responds in during that period, he/she will NOT receive the compensatory time in addition to any overtime received.

5. **Article VIII Compensation.**

Section B. shall be revised to state: If there is no Sergeant or higher ranking officer assigned for duty during a shift or shifts, upon which an Officer is serving, the Officer in the position of Acting Sergeant shall be entitled to receive the base pay of a fulltime Sergeant for the hours in which he/she is performing the duties of a Sergeant or higher ranking officer. The Officer shall retain his/ her longevity.

6. **Article IX Base Salary.** This Article shall be revised to state:

Each step of the parties' salary schedule shall be increased by 3% for each year of this Agreement, as reflective in Appendix A, and Appendix B. Any Officer who is separated from employment after December 31, 2021 shall receive a prorated back pay.

7. **Article XV Medical Expenses.** The following Sections shall be added to this Article to state:

Section E:

The City agrees to pay any eligible officer(s) that opt out of any/all Medical Benefit(s) the "Opt Out Payment" on the third pay day in November of the calendar year that the officer opted out.

Section F:

Retired Officers who opt out of any/all Medical Benefit(s) (Health, Dental, Prescription, and/or Optical) may opt back in to those Benefit(s) in response to a life changing event as if the Officer was still employed without waiting for the "Open Enrollment" time period.

Section G:

Retired Officers who opt out of Medical Benefit(s) will be compensated in accordance with section E of this Article.

8. **Article XVI Clothing Replacement/Maintenance Allowance.** Section A shall be revised to state:

All officers shall receive seven hundred fifty dollars (\$750.00) per year to purchase and maintain their duty uniforms as described by departmental policy. These checks will be issued on the first pay day of February.

9. **Compliance with New Jersey Comptroller Report.**

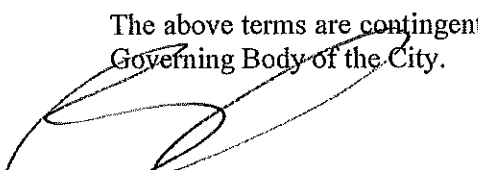
The parties shall enter a separate side-bar agreement to satisfy the requirements legal requirements of the New Jersey State Comptroller Report.

10. **Prior Terms and Conditions.**

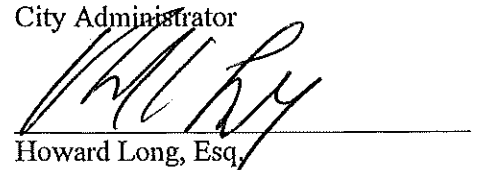
All other terms and conditions set forth in the parties' 2018-2021 collective negotiations agreement shall remain in full force and effect.

11. **Ratification.**

The above terms are contingent upon ratification by the Membership of the PBA and the Governing Body of the City.



Brian Morrell
City Administrator



Howard Long, Esq.
City Solicitor



Keith O'Donnell
PBA President



Michael Calzonetti
PBA Vice President

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE CITY OF GLOUCESTER CITY

AND

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #40

JANUARY 1, 2022 THROUGH DECEMBER 31, 2026

TABLE OF CONTENTS

Preamble

Article I	Legal Reference	Pg. 2
Article II	Recognition	Pg. 3
Article III	Employee Rights	Pg. 4
Article IV	Vacations	Pg. 5
	Earned Vacations	
	Number of Days	
	Schedule Vacations	
	Reschedule Vacations	
	Pay During Vacations	
Article V	Leave of Absence, Sick Leave and Other Leave	Pg. 7
	Military Leave	
	Leave Because of Death in Family	
	Sick Leave	
	Number of Days	
	Accumulation of Sick Leave	
	Other Leave (Personal)	
Article VI	Other Benefits	Pg. 11
	Legal Expenses	
	Provisions	
	Police Academy and Technical Schools	
	College Tuition Reimbursement	
	College Credit & Degree Stipend	
	Reimbursement of Expenses	
Article VII	Hours of Work / Overtime Pay	Pg. 14
	Work Week	
	Overtime Pay	
	Maximum Work Hours Per Day	
	Permanent Shift Changes	
	Minimum Notice	

Article VIII	Compensation Method of Payment Acting Sergeant Compensation	Pg. 15
Article IX	Increments	Pg. 16
Article X	Definitions Full Time Employee Appropriate Unit Accredited Representative Officers Members of the Family School Emergency	Pg. 17
Article XI	Grievance Adjustment Procedure Procedure Compensation of Expenses for Impartial Hearing Compensation of Time, Changes and Conditions of this Agreement	Pg. 18
Article XII	Court Appearance	Pg. 20
Article XIII	Retention of Benefits	Pg. 21
Article XIV	Separability and Savings	Pg. 22
Article XV	Medical Expenses Dental Coverage Optical Coverage Prescription Coverage	Pg. 23
Article XVI	Clothing and Uniform Maintenance / Replacement	Pg. 25
Article XVII	Other Items	Pg. 26
Article XVIII	Duration / Signatures / Notary	Pg. 27

PREAMBLE

This agreement made and entered into in Gloucester City, New Jersey, between the CITY OF GLOUCESTER CITY, in the county of Camden, hereinafter referred to as "City", and PBA LOCAL #40, hereinafter referred to as the "PBA."

WITNESSETH:

WHEREAS, the City and the PBA recognize and declare that providing quality police protection for the City is their mutual aim; and **WHEREAS**, the City has an obligation, pursuant to Chapter 303, Public Laws of 1968 to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
LEGAL REFERENCE

- A. Nothing contained in this agreement shall alter the authority conferred by law, ordinance, resolution or administrative code and Police Department Rules and Regulations upon any City official or in any way abridge or reduce authority. This agreement shall be construed as requiring City officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.
- B. Nothing contained herein shall be construed to deny or restrict to any Police Officer such rights as he/she may have under any other applicable laws and regulations. The rights granted to Police Officer hereunder shall be deemed to be in addition to those provided elsewhere.
- C. If any provisions of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws except as such particular provisions of this contract modify existing local laws.

ARTICLE II
RECOGNITION

The City hereby recognizes the PBA as the sole and exclusive representative of all non - Supervisory members of the Police Department, excluding the Chief of Police, Deputy Chief, Lieutenants, and Sergeants for the purpose of collective negotiations with respect to terms and conditions of employment.

ARTICLE III
EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws of 1968, the City hereby agrees that every Police Officer shall have the right freely to organize, join, and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid, of the State of New Jersey. The City undertakes and agrees that it shall not directly or indirectly discourage, deprive, or coerce any Police Officer in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Police Officer with respect to hours, wages, or any other terms and conditions of employment by reason of his/her membership in the PBA and its affiliates, collective negotiations with the City, or his/her institution of any grievance, complaint, or proceeding under this agreement, or otherwise, with respect to any terms or conditions of employment.
- B. Elected representatives of the PBA shall be permitted time off to attend negotiating sessions, grievance sessions, meetings of the joint PBA Management Committee, and all State PBA Meetings and Conventions, provided the efficiency of the Police Department is not affected, as determined by the Chief. The PBA Delegate shall be given the day off on the day of the State PBA Meeting in order to attend State PBA monthly meetings. Such time off shall be limited to one (1) officer not to exceed two (2) days per month to represent PBA Local #40. This will not affect convention leave provided in the most recent agreement and the statutes that may exist.
- C. A Police Officer shall have the right to inspect his/her personnel file on reasonable notice and at reasonable times, provided a designated superior officer is present at the time of inspection.
- D. The City agrees to notify the individual Police Officer if any material derogatory to the Police Officer is placed in his/her personnel file.
- E. The PBA will be notified of any disciplinary action pending against any of its members. Should a disciplinary action not be appealed through the N.J. Department of Personnel as a Minor Action it shall be appealable only through the Grievance Procedures as set forth in this agreement.

ARTICLE IV

VACATIONS

A. Vacations

1. Earned Vacations

Officers shall be entitled to vacations based upon the length of time employed as herein-after provided. Vacation time shall be converted from days to hours effective January 1, 2005 subject to all Officers being assigned to a forty-two (42) hour work week.

2. Number of Days

- a. Officers who have not completed up to three (3) years of service shall have twelve (12) hours vacation leave for each full month of continuous service, rendered from the date of employment. The maximum number of vacation leave hours earned during this period will be one-hundred forty-four (144) hours per year.
- b. Officers who have completed three (3) years of service but not more than eleven (11) years of service shall be granted one-hundred eighty (180) hours of vacation leave.
- c. Officers who have completed eleven (11) years of service but not more than nineteen (19) years of service shall be granted two-hundred forty (240) hours of vacation leave.
- d. Officers who have completed nineteen (19) years of service but not more than twenty-three (23) years of service shall be granted three-hundred (300) hours of vacation leave.
- e. Officers who have completed twenty-three (23) years or more of service shall be granted three-hundred sixty (360) hours of vacation leave.

3. Schedule Vacations

The Chief of Police shall allot vacation periods to assure orderly operation and adequate continuous service. Vacation will be granted, so far as possible, in accordance with the desires of the Officers in the order of their seniority in rank. Vacation time may be utilized on an hourly basis.

4. Reschedule Vacations

Officers shall take their vacation at the scheduled time; however, different periods of vacation may be taken if mutually acceptable to the Chief of Police and the Officer. If there is no agreement on a mutually acceptable rescheduled vacation time and the officer is required by the Chief to work during his vacation time, then in addition to the usual pay the Officer will receive vacation pay in lieu of vacation time.

5. Pay During Vacation

The vacations shall be granted at annual salary rates.

ARTICLE V
LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

A. Leave of Absence

1. Military Leave

- a. All military leave shall be provided in accordance with applicable USERRA, Federal and State laws. A copy of the military orders requiring the employee to report for such duty must be attached to the leave of absence request

2. Leave Because of Death in the Family

- a. In the case of the death of a member of an Officer's family, time off, necessary to arrange for the funeral and to attend the service shall be granted. This time period shall be calculated from the day of death until two (2) days after the day of burial, not to exceed five (5) working days or sixty (60) hours, with pay at the established annual salary, shall be granted.
- b. An Officer will receive five (5) days off for the death of a spouse, civil union partner, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, child, step-child and grandchild. An Officer will receive three (3) days off for the death of a grandparent, son-in-law and daughter-in-law. An Officer will receive one (1) day off for the death of an aunt, uncle, niece, nephew, and cousin.

B. Sick Leave

1. Number of Days

Effective January 1, 2005, sick leave will be converted from days to hours based on a work day being calculated at twelve (12) hours for the purposes of this section, subject to all Officers being assigned to a forty-two (42) hour work week.

An Officer is entitled to twelve (12) hours paid sick leave for each month of service, from the date of appointment until December 31st of the same year. Thereafter, an Officer is entitled to one-hundred eighty (180) hours paid sick leave, which shall be granted each year from the date of hire. Sick time may be utilized on an hourly basis.

2. Accumulation of Sick Leave

a. Sick leave shall accumulate during each year of service to retirement, being twenty-five (25) years or more.

b. When an Officer retires, the Officer shall receive a lump sum payment at seventy-five percent (75%) of accumulated sick time, up to a maximum of one-thousand six-hundred forty-four (1644) hours. This clause shall not apply to Officers hired after May 21, 2010.

c. When an officer hired after May 21, 2010 retires, the officer shall receive a lump sum payment at 100% of all accumulated sick time, up to a maximum of fifteen thousand dollars (\$15,000)

3. Any Officer who has accumulated a minimum of one-thousand (1000) hours may, at the end of the year, request payment of up to one-hundred eighty (180) hours so long as the minimum of one-thousand (1000) hours remains intact. Such request must be made by December 15th of any year and will be payable in the first pay in February of the succeeding year. Calculations shall be made upon the Officer's rate of pay on December 31st in the year of the request. This clause shall not apply to Officers hired on or after May 21, 2010 respectively. Additionally, the parties' past practice and custom of permitting Officers to be compensated for unused vacation leave shall not apply to those Officers hired on or after January 1, 2014.

C. Other Leave

1. Effective January 1, 2005, the City agrees to convert days in this article to hours based on the current work-day being twelve (12) hours, subject to all Officers being assigned to a forty-two (42) hour work week.

- a. Each Officer will receive forty-eight (48) personal hours, non-accumulative. No more than one (1) Officer per shift may be off on personal time. If more than one (1) Officer on the same shift requests the same time off then the decision will be based on seniority. For scheduling purposes each employee will notify the Chief of Police at least one scheduled shift in advance of his/her intention to use personal time. Personal time may be used on an hourly basis.

D. Separation Pay Based on Service Longevity

For purposes of this Article, one (1) month separation pay shall consist of one hundred sixty (160) hours pay at the employee's base rate.

1. Should the City decide to exercise its managerial prerogative in such a fashion that the Gloucester City Police Department should be abolished, merged, absorbed within another agency, or cease to operate as a separate entity unto itself during the contract term, the following shall apply:
 - a. Each Officer covered under the terms of this Agreement shall be entitled to one (1) month's separation pay for each three (3) months of service. Employees shall be given credit for prior months employed provided that such credit shall not exceed thirty-six (36) months separation pay. Employees shall be allowed a maximum of thirty-six (36) months longevity credit. This benefit shall be paid in one (1) check on the Officer's last day of service. The City agrees to maintain all medical benefits for a period of one (1) year from the Officer's date of separation.
2. Any Officer who is terminated by the City for just cause after a disciplinary hearing - and the exhaustion of all avenues of appeal thereof - shall not be entitled to any separation pay provided hereunder.

E. Any employee who sustains work-related injury or illness shall continue to receive full pay for a maximum of one (1) year. Any payments which the employee receives under the Workers' Compensation Act shall either be remitted to the City or used as an offset to full salary payments. Such absences shall not be charged against the employee's accumulated sick leave. An employee's return to work in a light duty capacity shall extend the one (1) year period referred to above, unless said Officer's return to work is less than eight (8) consecutive weeks in duration. In the event an employee's return to work in a light duty capacity is for at least eight (8) consecutive weeks and is, thereafter, unable to continue to perform in said capacity, the one (1) year period referred to above shall commence anew.

ARTICLE VI
OTHER BENEFITS

A. Legal Expenses

1. If an Officer is charged with a violation of the law as a result of acts committed by him in the course of performing his duties, the City shall select an attorney to provide legal services to defend him/her prior to the hearings. The appointed attorney shall be reasonably satisfactory to the Officer.
2. Whenever any civil action brought against an Officer covered by this agreement for the Officer's reliance on a warrant executed by a judicial official, the City shall pay all costs of defending such action, if any, including attorney's fees, and shall pay any adverse judgment, save harmless, and protect such Officer from any financial loss resulting there from.
3. The City will provide a contribution toward the Legal Defense Fund of the PBA in each year. Such payment will be made upon an invoice from the PBA and shall be credited by the PBA to the members who have contributed to the plan in the prior year not to exceed \$120.00 per member.

B. Police Academy and Technical Schools

1. Any Officer attending a Police Training Program recognized by the New Jersey Police Training Commission, the Division of Criminal Justice, the Federal Bureau of Investigation or other recognized training organization, shall be compensated straight time pay while attending the course, as approved by the Chief of Police.
2. Effective January 1, 2005, an Officer may be permitted to request attendance up to two (2) training courses of their choice per year subject to approval of the Chief of Police, after conferring with the City Administrator. No Officer under any section of this article shall be compensated for any courses after the attainment of an advanced degree (Master's or Ph.D.) unless specifically assigned to attend such by the City.
3. The City agrees to pay for Tuition, Books and College fees through the use of purchase orders. Said purchase order will be issued upon the presentation of a notice of registration and receipts for Tuition, Books, and College fees with a memorandum. The course shall be considered successfully completed with a grade of "C" or above.

4. If the course is not satisfactorily completed with a grade of "C" or above then the City will be entitled to reimbursement from the Officer at the rate of (\$50) per week from the Officer's pay up to the total amount expended for all Tuition, Books, and College fees. Such deduction will begin immediately upon notification of the City by the Officer that the Officer has failed to successfully complete the course.
5. Proof of successful completion of the course with a grade of "C" or above must be submitted by the Officer to the Chief of Police and Payroll Office no later than sixty (60) days after completion of the course. Failure to submit documentation of successful completion of the course with a "C" or above within sixty (60) days of completion of the course will be considered as proof that the Officer failed to complete the course successfully, as defined above, and the City will begin payroll deductions according to the procedures listed in paragraph (4) of this section. No Officer will be entitled to reimbursement for College expenses as listed in paragraph (3) during the period that there is an outstanding balance for non-successful completion of a course.
6. Should an Officer terminate employment with the City or if the City discharges an Officer then the full amount of any funds due to not successfully completing a course of study by an Officer will be deducted from the Officer's final pay. Any Officer leaving city service prior to the completion of his/her 20th year of service, within a year of receiving a payment of tuition for a course successfully completed shall have the amount paid in tuition deducted from their final paycheck and be liable to the City for any balance due. Such reimbursement shall be due back from any Officer prior to completing his/her twentieth (20th) year of service up to five (5) years after completion of the course. The amount to be paid back will be prorated according to how many years have passed since the completion of the course as follows: within two (2) years eighty percent (80%), within three (3) years sixty percent (60%), within four (4) years forty percent (40%), within five (5) years twenty percent (20%). This provision shall not be applicable to any officer retiring on a special, time & service or disability pension through the PFRS.

C. Reimbursement of Expenses

1. Rates

- a. Meal expenses shall be paid for by the City at the rate of twenty dollars (\$20.00) per meal while the officer is attending Police Training at a police academy or other institution to which the officer has been ordered or authorized to attend by the Chief of Police.
- b. Mileage expenses shall be paid for at the rate of twenty-five cents (\$0.25) per mile, when and if the Mayor determined that such transportation is necessary and has not been otherwise provided by the City. Such mileage shall be computed to and from the City's Police Headquarters.

2. Terms and Conditions of Reimbursement Expenses

- a. The Chief shall decide if an officer shall be paid for meals and transportation, if not otherwise provided, while the officer is attending a Police Academy or other institution to which the officer has been ordered or authorized to attend by the Chief. In such cases the rates in section C above, shall apply except when expenses are for attending college courses for credits.
- b. Meals and mileage expenses shall also be paid to any officer while on any official assignment, including an overtime assignment for the Department, when an official car is not available and when the mayor or his designee so determined.

D. Light Duty Assignments

Officers who have been medically cleared to perform modified (i.e. light) duty shall return to work and perform such tasks directed by the Chief of Police consistent with said medical clearance, which shall be provided by the Officer's treating physician or a physician designated by the City.

E. On Call Compensation

Employees who are ordered to be "On Call" Shall be compensated five (5) hours of compensatory time per calendar week of being on call. If the officer responds in during that period, he/she will NOT receive the compensatory time in addition to any overtime received.

ARTICLE VII
HOURS OF WORK / OVERTIME PAY

- A. Officers shall work in accordance with schedules posted by the Chief of Police. The Officer's tour of duty shall consist of his duty assignment. Completion of said duty assignment (i.e. normal workday, training, school, special assignment, etc.) shall constitute the completion of his/her tour of duty, provided that said duty assignment is at least six (6) hours in duration.
- B. All Officers subject to the above listed work schedule shall receive one and one-half (1.5) times their regular rate of pay for all hours worked in excess of the eighty-four (84) hour scheduled work period within a fourteen (14) day work cycle. The City shall make a reasonable effort to pay overtime within fifteen (15) days of notification. Overtime shall be distributed as equitable as possible among the Officers depending upon assignments and duties.
- C. No Officer shall be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period.
- D. In the event of recall to duty for any reason, an Officer shall be guaranteed a minimum of four (4) hours pay at the rate of time and one and one-half (1.5) times their regular rate of pay.
- E. Officers shall work in accordance with schedules posted by the Chief of Police. A minimum of five (5) days' notice shall be given to any Officer prior to that Officer's tour of duty when his/her schedule is being changed. If the Officer's schedule is changed within the five (5) days, that Officer shall receive one and one-half (1.5) times his/her regular rate of pay for the time worked outside his/her normally scheduled tour of duty, unless an emergency has been declared by the Mayor.
- F. Outside Work. Outside work performed by Officers will be billed through the City and paid to the officer pursuant to the current rate set forth in the current City Ordinance.
- G. Any member attending a mandatory staff meeting, while otherwise off-duty, shall be compensated at the rate of one and one-half (1.5) times his/her regular rate of pay for actual time spent at said meetings.
- H. No permanent shift changes will be made from October 1st to January 1st unless mutually agreed upon or in the case of an emergency.

ARTICLE VIII
COMPENSATION

A. Method of Payment

The City will divide the Officer's established salary by the appropriate number of pay dates in each year of the contract on a weekly basis. The hourly rate shall be the Officer's established salary divided by 2080 hours.

B. Acting Sergeant Compensation

If there is no Sergeant or higher ranking officer assigned for duty during a shift or shifts, upon which an Officer is serving, the Officer in the position of Acting Sergeant shall be entitled to receive the base pay of a Full Time Sergeant for the hours in which he/she is performing the duties of a Sergeant or higher ranking officer. The Officer shall retain his/her longevity.

ARTICLE IX
INCREMENTS

- A. Each step of the parties' salary schedule shall be increased by 3% for each year of this Agreement, as reflected in Appendix A and Appendix B. Any Officer who separated from employment after December 31, 2021 shall receive a prorated back pay.

Payment of the new rate shall be made upon approval of the appropriate Ordinance of the Governing Body.

ARTICLE X
DEFINITIONS

A. Full-Time Employees

Full-time employees are all regular fulltime Patrolmen, Detectives, Investigators and Officers employed by the City in the Police Department who shall be subject to twenty-four (24) hours duty per day including Sunday and holidays.

B. Appropriate Unit

The appropriate unit is defined only as full-time employees of the Police Department.

C. Accredited Representative

The accredited representative of the employees in the unit is the New Jersey Policemen's Benevolent Association Local # 40.

D. Officers

Officers are defined as full-time uniformed employees of the Police Department, including members of the Detective Bureau.

E. Members of the Family

This is to run in accordance with the Police Department Rules and Regulations.

F. School

School is defined as any institution under the control and supervision of, or approved and licensed by, the New Jersey Department of Education.

G. Emergency

An emergency shall be defined as follows: "In the event of a natural disaster or the existence of conditions, which in the sole discretion of the Mayor, or in his absence, the Emergency Management Coordinator, create a threat to property, person or public welfare."

ARTICLE XI
GRIEVANCE ADJUSTMENT PROCEDURE

A. Procedure:

The procedure for adjusting grievances shall provide the officer with full opportunity for presentation of his/her grievance and for the participation of the PBA representatives. Should a dispute arise between the City, the PBA and any member Officer as to the agreement, such dispute or difference shall be presented by any one of the parties within no more than fifteen (15) calendar days from the time the same arose, and settled in the same manner prescribed herein. The procedure hereby established, unless by mutual consent or waived in part or entirely, shall be as follows:

- STEP 1. The appropriate PBA representative or the aggrieved party, and the Chief of Police or his designee shall attempt to reach a settlement of the dispute. If they fail to reach an agreement between themselves, the aggrieved party shall furnish a written statement of the grievance to the Chief of Police.
- STEP 2. The written grievance shall be forwarded to the City Administrator, who will attempt to settle the dispute within twenty (20) calendar days of receipt of the written grievance. If no action is taken, or if a decision is not satisfactory to either party, the dissatisfied party will proceed to STEP 3 if the grievance is for minor discipline, or STEP 4 for any other grievance.
- STEP 3. A member or members of the grievance committee designated by the PBA, and the City Administrator shall attempt to settle the dispute within twenty (20) calendar days of receipt of the written grievance. If no action is taken, or a decision is not satisfactory to either party, the dissatisfied party may use STEP 4.
- STEP 4. The dispute shall be submitted to the New Jersey Public Employment Relations Commission for resolution.

A member or members of the grievance committee for minor discipline Grievances, or the City Administrator for all other grievances, and the mediator/arbitrator assigned by the State Public Employment Relations Commission shall decide the dispute and their decision shall be final and binding. However, the aggrieved member shall have the option of appealing the decision arrived at in this Step or of appealing directly to The New Jersey Department of Personnel, not both.

B. Compensation and Expenses for Impartial Hearing

The reasonable compensation and expense, if any, of a referee shall be borne equally by the City and the PBA, and the compensation and expenses of each party's designee shall be borne by the designating Party.

C. Compensation of Time, Changes and Condition of the Agreement

1. Whenever any act is required under this article to be done or performed within a specified period of time, Saturdays, Sundays, and holidays shall be excluded in the computation of such period.
2. Nothing in the procedures set forth in the article shall be deemed to abrogate, modify or otherwise change any other part of this agreement without the mutual consent of the parties hereto in writing.
3. The provisions of this agreement requiring payment of any sum of money are subject to approval by the municipal Council by ordinance. This agreement is further subject to appropriations being available for any of the purposes herein-above mentioned, and if not available, the City agrees to exert its bona fide and lawful efforts to obtain such appropriations. This agreement is also subject to the provisions of any State Law and New Jersey Department of Personnel Rules and Regulations which shall prevail; however, only if they are inconsistent with this agreement, and compliance with same is mandatory rather than permissive or discretionary.

ARTICLE XII
COURT APPEARANCE

A. Court Appearance

1. For each off-duty upper court appearance, each Officer covered by this agreement shall be paid eight (8) hours of pay at straight time rates.
2. For each off-duty municipal court appearance, each Officer covered by this agreement shall be paid four (4) hours of pay at straight time rates.

ARTICLE XIII
RETENTION OF BENEFITS

The City agrees that all benefits, terms and conditions of employment relating to the status of members of the Gloucester City Police Department not covered by this agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this agreement.

ARTICLE XIV
SEVERABILITY AND SAVINGS

If any of the provisions of this agreement or any application of this agreement to any Officer or group of Officers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XV
MEDICAL EXPENSES

- A. Members of the Gloucester City Police Department and their dependents shall be provided a Health Benefit Plan equal to or better than the current coverage or the State Health Benefit Plan at the time this agreement commenced.

Notwithstanding the provisions of any other law to the contrary, the reimbursement provisions of P.L. 2011, c.78, shall apply to this Agreement to all current and retired employees, as required by law. All the substantive provisions of P.L. 2011, c. 78 shall apply in the medical reimbursement contribution levels. All active employee's reimbursement contribution levels shall remain at Tier 4 of Chapter c.78 as well as the reimbursement progression, which shall also shall remain in full force for the full duration of the agreement. The basic coverage shall mean that plan offered to all employees of the City through the health Plan in any year. The employee shall be responsible for any cost of an optional plan which the City may make available to them which is in excess of the cost of the base plan. This provision does not in any manner modify the medical reimbursement contribution practice that occurred during the prior contract.

- B. The City agrees to provide family Dental, Optical and Prescription coverage with a City selected carrier for all Officers. Said coverage not to be less than:

1. **Dental Coverage**

Preventative (Type I) Plan pays 100%

Plan Includes:
Fluoride Treatment
Prophylaxis
X-rays
Oral Examination
Space Maintainers

Basic (Type II) Plan pays 80% after applicable deductible*

Plan Includes:
Repairs to dentures, crowns and bridges
Scaling and root planning
Fillings
Root canal therapy
Extractions

Major (Type III)**Plan pays 50% after applicable deductible***

Plan Includes:

Crowns

Dentures

Bridge work

Gingivectomy

Gingival Curettage

Periodontal Surgery

Orthodontia

Plan pays 50%

Plan Includes:

Bonds and Appliances

Cephalometric X-ray

Treatment Study Models

No deductible (Type I)

* Deductible amount includes (Types II and III):	\$25.00
Calendar year maximum includes (Types I, II, III):	\$1000.00
Lifetime maximum for Orthodontia:	

2. Optical Coverage

Vision Examination	\$25.00
Single Vision Lenses	\$24.00
Bifocal Lenses	\$36.00
Trifocal Lenses	\$46.00
Lenticular lenses	\$120.00
All types frames	\$20.00
Medically required Contact Lenses	\$200.00
Elective Contact Lenses	\$75.00
Deductible for all causes	\$10.00

3. Prescription Coverage

Deductible: \$10.00 for brand name prescription or \$5.00 for generic drugs.

- C. The City agrees to provide the medical benefits of its employees to any Officer who retires or retired after January 1, 1985 with twenty (20) years of service to the City until their (65th) birthday or until such retiree obtains coverage elsewhere.
- D. The City agrees to retain Dental, Optical and Prescription Coverage for all Officers and their dependents who shall retire after twenty-five (25) years of service provided the Officer is of age fifty-two (52). If the Officer is younger than fifty-two (52), the Officer shall be permitted to purchase the covered benefits at one half the cost to the City until he/she reaches the age of fifty-two (52), at which time the City shall pick up the cost of full coverage.

- E. The city agrees to pay any eligible officer(s) that opt out of any/all Medical Benefit(s) the "Opt Out Payment" on the third pay day in November of the calendar year that officer opted out.
- F. Retired Officers who opt out of any/all Medical Benefits(s) (Health, Dental, Prescription, and/or Optical) may opt back into those Benefit(s) in response to a life changing event as if the Officer was still employed without waiting for "Open Enrollment" time period.
- G. Retired Officers who opt out of Medical Benefit(s) will be compensated in accordance with section E of this Article

ARTICLE XVI

CLOTHING & UNIFORM MAINTENANCE / REPLACEMENT

- A. All Officers shall receive seven hundred fifty dollars (\$750.00) per year to purchase and maintain their duty uniforms as described by departmental policy. These checks will be issued on the first pay day of February.
- B. Issued equipment such as handguns, holsters and belts, handcuffs and cases, night sticks, safety helmets, badges and cap-stun, shall be purchased and supplied by the City. Such equipment, including handguns, if damaged in the line of duty shall be replaced if the Mayor or his designee deems it necessary.
- C. Each new officer will receive a bullet proof vest, purchased by the City. The City will replace bullet proof vests as per their expiration, at a maximum of five (5) per year. A priority list will be supplied by the PBA to designate the order in which each vest will be issued.

ARTICLE XVII
OTHER ITEMS

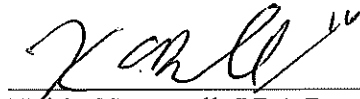
- A. The City shall carry a policy insuring all Officers covered by this agreement from false arrest, and all other civil liabilities so that an Officer is not held personally responsible.
- B. Retroactive pay under this agreement shall be paid to the Officers covered by this agreement within (60) days after the final passage and publication of the Salary Ordinance of Gloucester City.

ARTICLE XVIII
DURATION

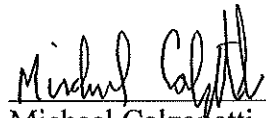
This agreement shall be in full force and effect from January 1st, 2022 through and including the 31st day of December 2026. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein, at the time of expiration, written notice shall be given to the other party not less than ninety (90) days prior to such expiration date. Collective negotiations on the terms of the new agreement shall commence no later than ten (10) days thereafter.

This agreement shall remain in full force and effect during collective negotiations between parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new agreement.

Gloucester City PBA Local #40

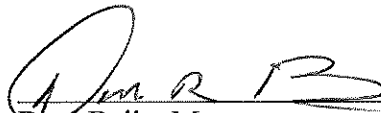


Keith O'Donnell, PBA President

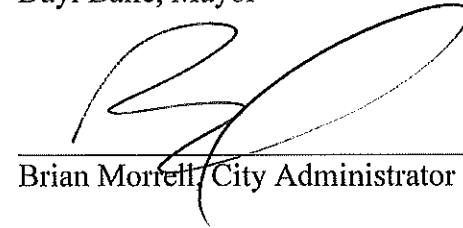


Michael Calzonetti, PBA Vice-President

City of Gloucester City



Dayl Baile, Mayor



Brian Morrell, City Administrator

App. A (3%) hired before 1.1.2014

Base	2022	2023	2024	2025	2026
Recruit	\$54,563.22	\$56,200.12	\$57,886.12	\$59,622.70	\$61,411.38
1st	\$61,240.63	\$63,077.85	\$64,970.18	\$66,919.29	\$68,926.87
2nd	\$67,920.02	\$69,957.62	\$72,056.35	\$74,218.04	\$76,444.58
3rd	\$74,596.07	\$76,833.95	\$79,138.97	\$81,513.14	\$83,958.54
4th	\$81,269.89	\$83,707.99	\$86,219.23	\$88,805.81	\$91,469.98
5th	\$87,952.64	\$90,591.22	\$93,308.95	\$96,108.22	\$98,991.47
6th	\$96,997.86	\$99,907.80	\$102,905.03	\$105,992.18	\$109,171.95
10th	\$97,470.58	\$100,394.70	\$103,406.54	\$106,508.73	\$109,704.00
15th	\$98,889.86	\$101,856.55	\$104,912.25	\$108,059.62	\$111,301.41
20th	\$101,779.69	\$104,833.08	\$107,978.07	\$111,217.41	\$114,553.93
Detective	\$98,603.32	\$101,561.42	\$104,608.26	\$107,746.51	\$110,978.91
6th	\$101,068.38	\$104,100.43	\$107,223.44	\$110,440.15	\$113,753.35
10th	\$101,561.17	\$104,608.01	\$107,746.25	\$110,978.64	\$114,307.99
15th	\$103,040.69	\$106,131.91	\$109,315.86	\$112,595.34	\$115,973.20
20th	\$105,504.55	\$108,669.68	\$111,929.77	\$115,287.67	\$118,746.30

Associates	2022	2023	2024	2025	2026
Recruit	\$55,343.89	\$57,004.20	\$58,714.33	\$60,475.76	\$62,290.03
1st	\$62,021.06	\$63,881.69	\$65,798.14	\$67,772.09	\$69,805.25
2nd	\$68,700.45	\$70,761.47	\$72,884.31	\$75,070.84	\$77,322.97
3rd	\$75,376.50	\$77,637.80	\$79,966.93	\$82,365.94	\$84,836.92
4th	\$82,050.33	\$84,511.84	\$87,047.19	\$89,658.61	\$92,348.36
5th	\$88,733.07	\$91,395.06	\$94,136.91	\$96,961.02	\$99,869.85
6th	\$97,778.29	\$100,711.64	\$103,732.99	\$106,844.98	\$110,050.33
10th	\$98,251.01	\$101,198.54	\$104,234.50	\$107,361.53	\$110,582.38
15th	\$99,670.29	\$102,660.40	\$105,740.21	\$108,912.41	\$112,179.79
20th	\$102,548.97	\$105,625.44	\$108,794.21	\$112,058.03	\$115,419.77
Detective	\$99,383.76	\$102,365.28	\$105,436.23	\$108,599.32	\$111,857.30
6th	\$101,848.81	\$104,904.27	\$108,051.40	\$111,292.94	\$114,631.73
10th	\$102,341.60	\$105,411.85	\$108,574.21	\$111,831.43	\$115,186.38
15th	\$103,821.12	\$106,935.75	\$110,143.82	\$113,448.14	\$116,851.58
20th	\$106,284.98	\$109,473.53	\$112,757.73	\$116,140.47	\$119,624.68

Bachelors	2022	2023	2024	2025	2026
Recruit	\$56,124.32	\$57,808.05	\$59,542.29	\$61,328.56	\$63,168.42
1st	\$62,801.49	\$64,685.53	\$66,626.10	\$68,624.88	\$70,683.63
2nd	\$69,480.89	\$71,565.31	\$73,712.27	\$75,923.64	\$78,201.35
3rd	\$76,156.94	\$78,441.65	\$80,794.90	\$83,218.75	\$85,715.31
4th	\$82,808.47	\$85,292.72	\$87,851.50	\$90,487.05	\$93,201.66
5th	\$89,513.50	\$92,198.90	\$94,964.87	\$97,813.82	\$100,748.23
6th	\$98,558.73	\$101,515.49	\$104,560.96	\$107,697.79	\$110,928.72
10th	\$99,031.45	\$102,002.39	\$105,062.47	\$108,214.34	\$111,460.77
15th	\$100,450.72	\$103,464.24	\$106,568.17	\$109,765.21	\$113,058.17
20th	\$103,340.52	\$106,440.73	\$109,633.96	\$112,922.97	\$116,310.66
Detective	\$99,762.82	\$102,755.71	\$105,838.38	\$109,013.53	\$112,283.94
6th	\$102,629.25	\$105,708.13	\$108,879.37	\$112,145.75	\$115,510.13
10th	\$103,122.06	\$106,215.72	\$109,402.19	\$112,684.25	\$116,064.78
15th	\$104,601.55	\$107,739.59	\$110,971.78	\$114,300.93	\$117,729.96
20th	\$107,065.41	\$110,277.37	\$113,585.69	\$116,993.26	\$120,503.06

App. B (3%) hired on or after 1.1.2014

Base	2022	2023	2024	2025	2026
Recruit	\$54,563.46	\$56,200.36	\$57,886.37	\$59,622.96	\$61,411.65
1st	\$61,240.63	\$63,077.85	\$64,970.18	\$66,919.29	\$68,926.87
2nd	\$67,920.02	\$69,957.62	\$72,056.35	\$74,218.04	\$76,444.58
3rd	\$74,596.07	\$76,833.95	\$79,138.97	\$81,513.14	\$83,958.54
4th	\$81,269.89	\$83,707.99	\$86,219.23	\$88,805.81	\$91,469.98
5th	\$87,952.64	\$90,591.22	\$93,308.95	\$96,108.22	\$98,991.47
6th	\$94,632.02	\$97,470.98	\$100,395.11	\$103,406.97	\$106,509.18
20th	\$95,121.48	\$97,975.12	\$100,914.38	\$103,941.81	\$107,060.06
Detective	\$98,603.32	\$101,561.42	\$104,608.26	\$107,746.51	\$110,978.91
20th	\$99,112.83	\$102,086.22	\$105,148.80	\$108,303.27	\$111,552.37

Associates	2022	2023	2024	2025	2026
Recruit	\$55,343.89	\$57,004.20	\$58,714.33	\$60,475.76	\$62,290.03
1st	\$62,021.06	\$63,881.69	\$65,798.14	\$67,772.09	\$69,805.25
2nd	\$68,700.45	\$70,761.47	\$72,884.31	\$75,070.84	\$77,322.97
3rd	\$75,376.50	\$77,637.80	\$79,966.93	\$82,365.94	\$84,836.92
4th	\$82,050.33	\$84,511.84	\$87,047.19	\$89,658.61	\$92,348.36
5th	\$88,732.44	\$91,394.41	\$94,136.25	\$96,960.33	\$99,869.14
6th	\$95,412.46	\$98,274.84	\$101,223.08	\$104,259.78	\$107,387.57
20th	\$95,901.91	\$98,778.97	\$101,742.34	\$104,794.61	\$107,938.44
Detective	\$99,383.76	\$102,365.28	\$105,436.23	\$108,599.32	\$111,857.30
20th	\$99,883.23	\$102,879.73	\$105,966.12	\$109,145.10	\$112,419.46

Bachelors	2022	2023	2024	2025	2026
Recruit	\$56,124.32	\$57,808.05	\$59,542.29	\$61,328.56	\$63,168.42
1st	\$62,801.49	\$64,685.53	\$66,626.10	\$68,624.88	\$70,683.63
2nd	\$69,480.89	\$71,565.31	\$73,712.27	\$75,923.64	\$78,201.35
3rd	\$76,156.94	\$78,441.65	\$80,794.90	\$83,218.75	\$85,715.31
4th	\$82,830.76	\$85,315.68	\$87,875.15	\$90,511.40	\$93,226.75
5th	\$89,513.50	\$92,198.90	\$94,964.87	\$97,813.82	\$100,748.23
6th	\$96,192.89	\$99,078.68	\$102,051.04	\$105,112.57	\$108,265.95
20st	\$96,682.34	\$99,582.81	\$102,570.30	\$105,647.40	\$108,816.83
Detective	\$100,164.19	\$103,169.12	\$106,264.19	\$109,452.12	\$112,735.68
20th	\$100,673.70	\$103,693.91	\$106,804.73	\$110,008.87	\$113,309.14