

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF ATLANTIC CITY
AND
POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 24
July 1, 2022 through December 31, 2025**

**CONFIDENTIAL AND NOT SUBJECT TO OPRA
FOR SETTLEMENT PURPOSES ONLY**

The following Memorandum of Agreement ("MOA") is a draft for settlement purposes only. This MOA shall be reviewed only by the representatives of the City of Atlantic City ("City") and PBA Local 24 ("PBA"). Upon approval of this draft, it shall be executed by the designated representatives of each party. The executed MOA will then be subject to approval by the New Jersey Department of Community Affairs' Division of Local Government Services, the appropriate authority for the City and the full membership of the PBA. All items tentatively agreed upon are subject to final agreement of the entire MOA. All provisions of this MOA are deemed to be modifications of the 2013-2015 collective negotiations agreement ("CNA") between the parties as modified by the 2016-2018 MOA entered into by the parties in the June 7, 2017 Implementation Memoranda and the November 17, 2017 Settlement Agreement and filed with the Superior Court of New Jersey, County of Atlantic on January 16, 2018. All other provisions of the 2013-2015 CNA not modified by this MOA, the 2016-2018 MOA entered into by the parties, the June 7, 2017 Implementation Memoranda and the November 17, 2017 Settlement Agreement entered into by the parties and filed with the Superior Court of New Jersey, County of Atlantic on January 16, 2018, shall continue in full force and effect.

ARTICLE II – INTERPRETATION

AMEND SUBSECTION B AND MODIFY THE LANGUAGE TO ADD A NEW SUBSECTION D. AS FOLLOWS:

B. The City recognizes the Policemen's Benevolent Association, Local No. 24, as the exclusive negotiating agent and representative for all uniformed police, detectives, and other special police units, excluding Chief, Deputy Chief, Inspectors, Captains, Lieutenants, Sergeants and all other employees employed by the City.

D. The Municipal Stabilization and Recovery Act ("MSRA"), P.L. 2016, c. 4., as amended by P.L. 2021, c. 124., is controlling and all parties reserve any and all rights, claims, positions and defenses thereunder.

ARTICLE XIII – SPECIAL LEAVES

City to provide a maternity leave policy within 60 days to be approved by DLGS.

ARTICLE XXIII – OFFICERS ASSIGNED TO INVESTIGATIVE UNIT

AMEND THE ARTICLE AS FOLLOWS:

A. ~~Effective July 1, 2022, the parties hereto agree that a differential stipend shall be established for employees-officers who hold the title of detective assigned to the Detective Bureau, or Investigative Unit; and for bomb technicians. For purposes of this Article, the term Investigative Unit shall include the Intelligence Unit, Internal Affairs Unit, Special Investigations Unit, Detective Unit, Accident Investigation Unit, Forensics Unit, Juvenile Unit, officers assigned to county major crimes or narcotic task force, officers assigned to the F.B.I., Medical Monitoring Unit, units specifically created by police Administration to perform short term investigative functions, and any other unit and/or individual the parties may agree upon. For purposes of this Article, the term Investigative Unit shall include the Intelligence Unit, Special Investigations Unit, and Detective Unit.~~

B. ~~In order for an employee temporarily assigned to the Detective Bureau or Investigative Unit to be eligible for the differential referenced herein, he or she shall, in addition to four (4) years experience as a patrol officer, have one (1) year experience in the Investigative Unit which may be included within the four (4) years experience as patrol officer.~~

C. ~~If assigned to the Accident Investigation Unit, the officer must have completed Levels One and Two Accident Investigation training and receive the appropriate certification.~~

D. ~~The differential for employees eligible under this Article assigned to the Detective Bureau or Investigative Unit shall be in the amount of 3% of their base salary. The differential for employees trained as bomb technicians shall be in the amount of 1% of their base salary. Any employee assigned to the Detective Bureau or Investigative Unit shall receive an annual \$3,000.00 stipend to be paid in prorated, equal amounts over each pay period. For example, if there are 26 pay periods in the calendar year, the \$3,000 stipend will be divided by 26 and that amount will be paid in each pay period. The stipend will cease upon the date the individual resigns, is removed, or otherwise vacates the Detective Bureau or Investigative Unit.~~

E. ~~All Superior Officers who work in an Investigative Unit will also receive the above referenced 3% differential without the above requirements. Any employee with an active K-9 partner shall receive an annual \$1,000.00 stipend to be paid in prorated, equal amounts over each pay period. For example, if there are 26 pay periods in the calendar year, the \$1,000 stipend will be divided by 26 and that amount will be paid in each pay period. This stipend shall be considered remuneration for the additional work required of the officer by having the K-9. The stipend will cease upon the date the K-9 officer or the K-9 resigns, is removed, or otherwise vacates the K-9 Unit.~~

G. ~~Any employee hired on or after January 1, 2016 who is assigned to the Detective Bureau, or to the Investigative Unit, or who is trained as a bomb technician, shall not be entitled to receive any differential payment for such assignments or training. Any employee assigned to the SWAT Team, Bomb Squad, and/or Crisis Negotiation Team ("CNT"), shall receive one day of compensatory time per month. For purposes of this subsection, a "day" is defined as the number of hours worked by said employee on a daily basis as part of that employee's regular schedule. If assigned to the SWAT Team, employees are required to maintain national fitness standards, attend mandatory monthly training meetings, and meet minimum standards associated~~

with SWAT Teams. The receipt of compensatory time shall cease upon the date the individual resigns, is removed, or otherwise vacates the SWAT Team, Bomb Squad, and/or CNT.

H. Compensatory time off shall be administered, scheduled, and made available in the same fashion as vacation time and cannot generate overtime.

ARTICLE XXVI – OVERTIME

MODIFY ARTICLE XXVI AS AMENDED BY THE NOVEMBER 17, 2017 SETTLEMENT AGREEMENTS AS FOLLOWS:

The parties agree that the City of Atlantic City ("City") may implement a twelve (12) hour work schedule for all sworn law enforcement officers commencing on or before January 1, 2018. All sworn law enforcement officers will be entitled to overtime compensation for all hours worked in excess of eighty-six (86) hours over a fourteen (14) day work period in accordance with the Fair Labor Standards Act Section 207(k), 29 C.F.R. Part 553.230. Effective July 1, 2022, overtime shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off. It is further agreed that sick leave, vacation leave, personal leave and/or Kelly time shall not count as hours worked for overtime purposes.

ARTICLE XXVIII – SICK AND INJURED

MODIFY THE LANGUAGE TO PROVIDE ONE HUNDRED TWENTY (120) HOURS OF SICK LEAVE TO BE CREDITED TO ALL EMPLOYEES FOR EACH YEAR OF EMPLOYMENT EFFECTIVE JULY 1, 2022. CHANGE ALL REFERENCES TO ONE HUNDRED (100) HOURS THROUGHOUT THE ARTICLE TO ONE HUNDRED TWENTY (120) HOURS.

Sick Leave Incentive Program: In the event that an employee utilizes no sick time during the period of January 1 through June 30, s/he shall be paid a sick leave incentive payment of \$500.00. If the employee takes no sick time during the period of July 1 through December 31, he/she shall be paid a sick leave incentive payment of \$500.00. Donated sick time to other officers shall not affect the foregoing incentive entitlement, but Donated Leave requests shall be processed by the City's Human Resources Department in accordance with the City's Donated Leave Program.

ARTICLE XXIX – VACATIONS

AMEND THE LANGUAGE AS FOLLOWS:

The parties agree to eliminate the new vacation tier for all employees employed after January 1, 2013 (which was set forth in the June 7, 2017 Implementation Memorandum) and afford all employees the vacation schedules as follows:

<u>First through Third year of employment:</u>	<u>Ninety-six (96) hours per year</u>
<u>Fourth year of employment</u>	<u>One Hundred Twenty-Eight (128) hours per year</u>

~~Fifth year of employment~~ ~~One Hundred Sixty (160) hours~~
~~per year~~
~~Sixth year of employment and thereafter~~ ~~One Hundred Ninety Two (192)~~
~~hours per Year~~

Effective January 1, 2023, each member of the Department hired before July 1, 2022, in the capacity of a full-time sworn officer, who has had the length of continuous employment specified in the chart below, shall be entitled to the time shown:

Years 1 through 3	110 hours
Year 4	143 hours
Year 5	165 hours
Years 6 through 9	198 hours
Years 10 +	209 hours

Effective July 1, 2022, each member of the Department hired on or after July 1, 2022, in the capacity of a full-time sworn officer, who has had the length of continuous employment specified in the chart below, shall be entitled to the time shown:

Years 1 through 5	110 hours
Years 6 through 10	132 hours
Years 11 through 15	165 hours
Years 16 through 20	198 hours
Years 21 +	209 hours

ARTICLE XXXIII - SCHEDULE OF SALARY

REPLACE ARTICLE XXXIII WITH THE FOLLOWING LANGUAGE:

A. Effective upon ratification, the pay scale for all current officers shall be as follows:

Step	Current	7/1/2022	1/1/2023	1/1/2024	1/1/2025
18				111,180	113,404
17			105,000	107,100	109,242
16		99,000	102,000	104,040	106,121
15	90,000	94,500	97,500	99,450	101,439
14	84,782	91,700	94,700	96,594	98,526

13	83,568	88,700	91,700	93,534	95,405
12	80,354	84,700	87,700	89,454	91,243
11	77,140	80,700	83,700	85,374	87,081
10	73,926	77,400	80,400	82,008	83,648
9	70,712	74,100	77,100	78,642	80,215
8	67,298	70,800	73,800	75,276	76,782
7	64,283	67,500	70,500	71,910	73,348
6	61,070	64,500	67,500	68,850	70,227
5	57,856	61,500	64,500	65,790	67,106
4	54,642	58,500	61,500	62,730	63,985
3	51,428	55,500	58,500	59,670	60,863
2	48,214	52,500	55,500	56,610	57,742
1	45,000	49,500	52,000	53,300	54,500
Academy	35,000	39,500	40,000	40,000	40,000

B. The above salary table is not intended to eliminate any additional monies or compensation a member of the police force is currently receiving in connection with paragraph 3 of the parties' prior settlement agreement, a copy of which is attached hereto.

C. Any current employee covered by this Agreement hired on or before December 31, 2007 shall be placed on Step 16 as of July 1, 2022. Any current employee covered by this Agreement currently at top pay but with fewer than 15 years of service as of July 1, 2022, shall be placed on Step 15 on July 1, 2022.

D. Any current employee hired on or before May 12, 2022 covered by this Agreement currently in Steps 1 through 12 with an anniversary date prior to July 1, 2022, shall advance one step on that anniversary date. Said employee shall also advance an additional Step on July 1, 2022. Any current employee hired on or before May 12, 2022 covered by this Agreement currently in Steps 1 through 12 with an anniversary date after July 1, 2022 shall advance one step on July 1, 2022 and shall advance one additional Step on his/her anniversary date. Effective January 1, 2023, all wage increases regardless of anniversary date shall take place on January 1st of each year of the Agreement.

ARTICLE XLIII – FULLY BARGAINED PROVISIONS

ADD THE FOLLOWING LANGUAGE AT THE END OF THE EXISTING LANGUAGE:

Furthermore, the parties agree as part of this MOA to prepare a revised settlement agreement incorporating the changes contained within this MOA, as well as all prior modifications of the 2013-2015 CNA between the City and the SOA as modified by the 2016-2018 MOA entered into by the City and the SOA, the June 7, 2017 Implementation Memoranda and the November 17, 2017 Settlement Agreement entered into by the City and the SOA and filed with the Superior Court of New Jersey, County of Atlantic on January 16, 2018. Drafting one, controlling agreement that incorporates all changes made throughout these documents will help eliminate confusion.

ARTICLE XLIV - DURATION

MODIFY ARTICLE AS FOLLOWS:

This settlement shall be in full force and effect from July 1, 2022 through December 31, 2025. The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this agreement shall commence the first week of September 2025. In the event no successor Agreement is completed before December 31, 2025, the present contract will continue in force until such time that a successor contract goes into effect.

CITY OF ATLANTIC CITY

Marty Small, Sr.
Mayor, Marty Small, Sr.

PBA LOCAL NO. 24

Julia Adamczyk
President PBA #24

STATE OF NEW JERSEY

Jacquelyn A. Suarez

08-11-2022 Jacquelyn A. Suarez

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF ATLANTIC CITY
AND
POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 24B
July 1, 2022 through December 31, 2025**

**CONFIDENTIAL AND NOT SUBJECT TO OPRA
FOR SETTLEMENT PURPOSES ONLY**

The following Memorandum of Agreement ("MOA") is a draft for settlement purposes only. This MOA shall be reviewed only by the representatives of the City of Atlantic City ("City") and PBA Local 24B ("PBA 24B"). Upon approval of this draft, it shall be executed by the designated representatives of each party. The executed MOA will then be subject to approval by the New Jersey Department of Community Affairs' Division of Local Government Services, the appropriate authority for the City and the full membership of PBA 24B. All items tentatively agreed upon are subject to final agreement of the entire MOA. All provisions of this MOA are deemed to be modifications of the 2013-2015 collective negotiations agreement ("CNA") between the City and PBA Local 24 as modified by the 2016-2018 MOA entered into by the parties in the June 7, 2017 Implementation Memoranda and the November 17, 2017 Settlement Agreement and filed with the Superior Court of New Jersey, County of Atlantic on January 16, 2018. All other provisions of the 2013-2015 CNA not modified by this MOA, the 2016-2018 MOA entered into by the parties, the June 7, 2017 Implementation Memoranda and the November 17, 2017 Settlement Agreement entered into by the parties and filed with the Superior Court of New Jersey, County of Atlantic on January 16, 2018, shall continue in full force and effect.

AMEND THE PREAMBLE AS FOLLOWS:

AGREEMENT dated the ____ day of _____, 2022, by and between the CITY OF ATLANTIC CITY, a Municipal corporation of the State of New Jersey, hereinafter referred to as the "City", and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 24B, hereinafter referred to as the "Association" or the "PBA 24B."

ARTICLE II - INTERPRETATION

AMEND SUBSECTION B AND MODIFY THE LANGUAGE TO ADD A NEW SUBSECTION D. AS FOLLOWS:

B. The City recognizes the Policemen's Benevolent Association, Local No. 24, as the exclusive negotiating agent and representative for all uniformed police of the rank of Sergeant, excluding Chief, Deputy Chief, Inspectors, Captains, Lieutenants, officers and all other employees employed by the City.

D. The Municipal Stabilization and Recovery Act ("MSRA"), P.L. 2016, c. 4., as amended by P.L. 2021, c. 124., is controlling and all parties reserve any and all rights, claims, positions and defenses thereunder.

ARTICLE XIII – SPECIAL LEAVES

CITY TO PROVIDE A MATERNITY LEAVE POLICY IN 60 DAYS TO BE APPROVED BY DLGS

ARTICLE XIV - ACTING OUT OF TITLE

MODIFY THE ARTICLE AS FOLLOWS:

Acting Out of Title Pay shall be tabled until December at which time PBA 24B, Atlantic City, and the State shall discuss a fair and equitable approach to this provision.

ARTICLE XXIII – OFFICERS SERGEANTS ASSIGNED TO INVESTIGATIVE UNIT

AMEND THE ARTICLE AS FOLLOWS:

A. Effective July 1, 2022, the parties hereto agree that a differential stipend shall be established for employees who hold the title of detective assigned to the Detective Bureau; or Investigative Unit, and for bomb technicians. For purposes of this Article, the term Investigative Unit shall include the Intelligence Unit, Internal Affairs Unit, Special Investigations Unit, Detective Unit, Accident Investigation Unit, Forensics Unit, Juvenile Unit, officers assigned to county major crimes or narcotic task force, officers assigned to the F.B.I., Medical Monitoring Unit, units specifically created by police Administration to perform short term investigative functions, and any other unit and/or individual the parties may agree upon. For purposes of this Article, the term Investigative Unit shall include the Intelligence Unit, Special Investigations Unit, and Detective Unit.

B. In order for an employee temporarily assigned to the Detective Bureau or Investigative Unit to be eligible for the full differential stipend referenced herein, he or she shall, in addition to four (4) years experience as a patrol officer, have one (1) year experience in the Investigative Unit which may be included within the four (4) years experience as patrol officer. Employees with more than six (6) months but less than one (1) year experience shall receive the stipend on a prorated basis.

C. If assigned to the Accident Investigation Unit, the officer must have completed Levels One and Two Accident Investigation training and receive the appropriate certification.

D. The differential for employees eligible under this Article assigned to the Detective Bureau or Investigative Unit shall be in the amount of 3% of their base salary. The differential for employees trained as bomb technicians shall be in the amount of 1% of their base salary. Any employee assigned to the Detective Bureau or Investigative Unit, shall receive an annual \$3,000.00 stipend to be paid in prorated, equal amounts over each pay period. For example, if there are 26 pay periods in the calendar year, the \$3,000 stipend will be divided by 26 and that amount will be paid in each pay period. The stipend will cease upon the date the individual resigns, is removed, or otherwise vacates the Detective Bureau or Investigative Unit.

E. ~~All Superior Officers who work in an Investigative Unit will also receive the above-referenced 3% differential without the above requirements. Any employee with an active K-9 partner, shall receive an annual \$1,000.00 stipend to be paid in prorated, equal amounts over each pay period. For example, if there are 26 pay periods in the calendar year, the \$1,000 stipend will be divided by 26 and that amount will be paid in each pay period. This stipend shall be considered remuneration for the additional work required of the officer by having the K-9. The stipend will cease upon the date the K-9 officer or the K-9 resigns, is removed, or otherwise vacates the K-9 Unit.~~

G. ~~Any employee hired on or after January 1, 2016 who is assigned to the Detective Bureau, or to the Investigative Unit, or who is trained as a bomb technician, shall not be entitled to receive any differential payment for such assignments or training. Any employee assigned to the SWAT Team, Bomb Squad, and/or Crisis Negotiation Team ("CNT"), shall receive one day of compensatory time per month. For purposes of this subsection, a "day" is defined as the number of hours worked by said employee on a daily basis as part of that employee's regular schedule. If assigned to the SWAT Team, employees are required to maintain national fitness standards, attend mandatory monthly training meetings, and meet minimum standards associated with SWAT Teams. The receipt of compensatory time shall cease upon the date the individual resigns, is removed, or otherwise vacates the SWAT Team, Bomb Squad, and/or CNT.~~

H. ~~Compensatory time off shall be administered, scheduled, and made available in the same fashion as vacation time and cannot generate overtime.~~

ARTICLE XXVI – OVERTIME

MODIFY ARTICLE XXVI AS AMENDED BY THE NOVEMBER 17, 2017 SETTLEMENT AGREEMENTS AS FOLLOWS:

~~The parties agree that the City of Atlantic City ("City") may implement a twelve (12) hour work schedule for all sworn law enforcement officers commencing on or before January 1, 2018. All sworn law enforcement officers will be entitled to overtime compensation for all hours worked in excess of eighty-six (86) hours over a fourteen (14) day work period in accordance with the Fair Labor Standards Act Section 207(k); 29 C.F.R. Part 553.230. Effective July 1, 2022, overtime shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off. It is further agreed that sick leave, vacation leave, personal leave and/or Kelly time shall not count as hours worked for overtime purposes.~~

ARTICLE XXVIII – SICK AND INJURED

MODIFY THE LANGUAGE TO PROVIDE ONE HUNDRED TWENTY (120) HOURS OF SICK LEAVE TO BE CREDITED TO ALL EMPLOYEES FOR EACH YEAR OF EMPLOYMENT EFFECTIVE JULY 1, 2022. CHANGE ALL REFERENCES TO ONE HUNDRED (100) HOURS THROUGHOUT THE ARTICLE TO ONE HUNDRED TWENTY (120) HOURS.

Sick Leave Incentive Program: In the event that an employee utilizes no sick time during the period

of January 1 through June 30, s/he shall be paid a sick leave incentive payment of \$500.00. If the employee takes no sick time during the period of July 1 through December 31, he/she shall be paid a sick leave incentive payment of \$500.00. Donated sick time to other officers shall not affect the foregoing incentive entitlement, but Donated Leave requests shall be processed by the City's Human Resources Department in accordance with the City's Donated Leave Program.

ARTICLE XXIX – VACATIONS

AMEND THE LANGUAGE AS FOLLOWS:

Effective January 1, 2023, any full-time sworn officer promoted to the rank of sergeant prior to July 1, 2022, shall receive 231 hours of vacation time. Effective January 1, 2023, any full-time sworn officer hired prior to July 1, 2022, but promoted to the rank of sergeant on or after July 1, 2022, shall receive 220 hours of vacation time. Effective July 1, 2022, any full-time sworn officer promoted to the rank of sergeant that was hired after July 1, 2022, shall maintain the same vacation schedule as patrol officers hired after July 1, 2022 (see table below).

Effective July 1, 2022, each member of the Department hired on or after July 1, 2022, in the capacity of a full-time sworn officer, who has had the length of continuous employment specified in the chart below, shall be entitled to the time shown:

Years 1 through 5	110 hours
Years 6 through 10	132 hours
Years 11 through 15	165 hours
Years 16 through 20	198 hours
Years 21 +	209 hours

ARTICLE XXXIII – SCHEDULE OF SALARY

REPLACE ARTICLE XXXIII WITH THE FOLLOWING LANGUAGE:

A. Effective upon ratification, the pay scale for all current sergeants shall be as follows:

Step	Current	7/1/2022	1/1/2023	1/1/2024	1/1/2025
	100,000	109,000	115,500	122,298	125,878

B. The above salary table is not intended to eliminate any additional monies or compensation a member of the police force is currently receiving in connection with paragraph 3 of the parties' prior settlement agreement, a copy of which is attached hereto.

ARTICLE XLIII – FULLY BARGAINED PROVISIONS

ADD THE FOLLOWING LANGUAGE AT THE END OF THE EXISTING LANGUAGE:

Furthermore, the parties agree as part of this MOA to prepare a revised settlement agreement incorporating the changes contained within this MOA, as well as all prior modifications of the 2013-2015 CNA between the City and the SOA as modified by the 2016-2018 MOA entered into by the City and the SOA, the June 7, 2017 Implementation Memoranda and the November 17, 2017 Settlement Agreement entered into by the City and the SOA and filed with the Superior Court of New Jersey, County of Atlantic on January 16, 2018. Drafting one, controlling agreement that incorporates all changes made throughout these documents will help eliminate confusion.

ARTICLE XLIV – DURATION

MODIFY ARTICLE AS FOLLOWS:

This settlement shall be in full force and effect from July 1, 2022 through December 31, 2025. The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this agreement shall commence the first week of September 2025. In the event no successor Agreement is completed before December 31, 2025, the present contract will continue in force until such time that a successor contract goes into effect.

CITY OF ATLANTIC CITY

Marty Small, Sr.
Mayor, Marty Small, Sr.

PBA LOCAL NO. 24B

Brian Shapiro 08-09-22 Brian Shapiro

STATE OF NEW JERSEY

Jacquelyn A. Suarez

08-11-2022 Jacquelyn A. Suarez