

INDIVIDUAL EMPLOYMENT AGREEMENT
BETWEEN
GLOUCESTER TOWNSHIP
AND DAVID HARKINS, AS CHIEF OF POLICE,
AND, SEPARATELY, ANTHONY MINOSSE, AS DEPUTY CHIEF OF POLICE

PREAMBLE

THIS Agreement, made and entered into at the Township of Gloucester, County of Camden, New Jersey, as of this 1st day of January 2023, by and between the Township of Gloucester, hereinafter referred to as the "Township", and David Harkins, Chief of Police and Anthony Minosse, Deputy Chief of Police (respectively, referred to herein as "Chief" and "Deputy Chief" or "Officer" and together referred to as "Officers").

WITNESSETH:

WHEREAS, the Township and the Chief and the Deputy Chief recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township Council has adopted an ordinance designating the Mayor as the appropriate authority to direct and supervise the Chief, and, with the approval of Township Council, to establish policies relating to the government, control, discipline and function of the police department and shall approve, prior to adoption, the rules and regulations for the government of the police force and the discipline of its members;

WHEREAS, pursuant to ordinance and state statute, the Chief is the head of the Township's Police Department and is directly responsible to the appropriate authority for efficiency and routine the day to day operations of the Department;

WHEREAS, the Chief and the Deputy Chief under the direction and authority of the Chief of the police force are particularly qualified to advise Township Council and the Mayor regarding the formulation and policies and programs designed to improve the standards of police protection; 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.

TERMS

ARTICLE I: BACKGROUND

- A. This Agreement, entered into on this _____ day of _____, 2023, by and between Gloucester Township, in the County of Camden, New Jersey (hereinafter referred to as the "Township"), and the Chief and the Deputy Chief, hereby establishes the following terms and conditions of employment for the Chief and Deputy Chief.
- B. This agreement represents the complete and final understanding on all bargaining issues between the Township and the Chief and the Deputy Chief.
- C. This Agreement constitutes an individual employment agreement with these individuals in their respective positions, and shall have no application to any successor in either the position of Chief or Deputy Chief.

ARTICLE II: LEGAL REFERENCE

- A. Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution, Administrative Code or Police Department Rules and Regulations upon the Mayor (in his capacity as chief executive officer of the Township and as the designated appropriate authority with respect to the Police Department), the Township Council, or any other Township Official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are lawful and applicable.
- B. Nothing contained herein shall be construed to deny or restrict to any police officer such rights as he may have under any other applicable Laws and Regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Nothing contained herein shall be construed to alter the status of the Chief as a managerial executive pursuant to N.J.S.A 34-13A:3(f) nor to constitute a recognition of a collective negotiations unit consisting of the Chief and the Deputy Chief. The parties agree that this Agreement has been negotiated and is entered into by the Chief and the Deputy Chief in their individual capacities only and is not a collectively negotiated agreement.

ARTICLE III: RESPONSIBILITIES OF THE CHIEF

Pursuant to state law, the Ordinances of the Township and the regulations and policies established by the Township of Gloucester, the responsibilities of the appointed Chief shall include the responsibility to:

- A. Conduct and manage the day to day operations of the Police Department;
- B. Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;

- C. Have, exercise, and discharge the functions, powers and duties of the police force;
- D. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- E. Prescribe the duties and assignments of all subordinates and other personnel; and:
- F. Report at least monthly at the regular meeting(s) of the Township, or by any such other forms as the Township shall require, as to the operation of the police force during the preceding month.
- G. Any such other duties and responsibilities as set forth in N.J.S.A. 40A:14-118.

ARTICLE IV: RESPONSIBILITIES OF THE DEPUTY CHIEF

Upon the approval and under the Direction of the Chief, and as may be modified from time to time by the Chief, or, as may be allowed by law, the appropriate authority:

- A. Conduct and manage the Staff Members of the Police Department to ensure they serve the Department as their job duties require and to fulfill the mission of the department.
- B. Administer and enforce rules, regulations and special emergency directives to its officers and personnel;
- C. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- D. Prescribe the duties and assignments of all subordinates and other personnel; and
- E. Perform such other tasks and duties as assigned by the Chief.
- F. Notwithstanding anything to the contrary, nothing in this Agreement shall give the Deputy Chief any additional right to accede to the position, rights, duties, or responsibilities of the Chief beyond that which may be provided by any Law, Ordinance, Resolution, Administrative Code or Police Department Rules and Regulations.

ARTICLE V: INSPECTION OF PERSONNEL FILES

- A. The Chief and Deputy Chief shall have the right to inspect their personnel files on reasonable notice and at reasonable times provided a person designated by the Mayor is present at the time of inspection. The Chief or Deputy Chief may provide a written response for inclusion in the file.

B. The Township agrees to notify, individually, the Chief or Deputy Chief, if any material discriminatory to the police officer is placed in their personnel jacket.

ARTICLE VI: BENEFITS UPON DEATH

In the event either Officer dies while in the employ of the Township, then his/her estate shall be awarded the full benefits (longevity, unused vacation leave, unused sick time, etc), which were earned and accumulated while in the employ of the Township, provided the sick pay will only be paid as provided by and as limited in Article VII(B). In addition, the surviving spouse shall be continued on the Township medical plan for a period of 25 (twenty five) years after the officer's death.

ARTICLE VII: SICK LEAVE

A. The Officers shall be granted sixteen (16) sick days per year, which shall be cumulative from year to year. Sick leave means the absence from duty by an Officer because of personal illness by reason of which such Officer is unable to perform the usual duties of the position because of exposure to contagious disease, or other illness, or in any emergency situation where because of a member of the immediate family (spouse and children) having an illness requiring the officer remaining at home to care for same, or caring for the household. Such an emergency situation shall be documented upon request of the Mayor, or his designee.

B. Consistent with the 2008 sick leave cap negotiated between the Township and the FOP, the union representing both the rank and file police officers and superior officers in collective negotiations, the following limitation shall apply to the payment of any accumulated sick leave to the Chief and Deputy Chief upon their retirement. As of January 1, 2008, the Chief had \$ 108,277.08 of accrued sick leave on the books and the Deputy Chief had \$97,705.48, with these amounts being calculated by multiplying the number of unused accumulated days each has, by their respective daily pay rate. These calculated amounts shall, represent the maximum dollar value of the sick time that may be paid out at retirement, terminal leave, or through the combination of terminal leave and retirement to the Chief and Deputy Chief respectively. All monies paid out for unused accumulated sick time not paid as terminal leave shall be paid in equal amounts over three to ten years commencing on the date of retirement provided the employee notifies the Township at least 90 days prior to the beginning of the fiscal year. Failure to meet the notification requirement will result in a delay for payment until the year following the officer's retirement

C. The Chief and the Deputy Chief shall be entitled to three (3) noncumulative "personal days" per year and noted as such on their respective personnel record. Such days, in the case of the Chief, may be taken at his discretion provided that proper supervision the good order of the Department is maintained, and in the case of the Deputy Chief, with the permission of the Chief. The only limitation on the granting of personal day leave shall be the manpower requirements of the police department.

The Chief and the Deputy Chief shall also be entitled to two (2) personal business days per year and noted as such on their respective personnel record. Personal business days shall be used for personal business of such a nature that it cannot be scheduled at the convenience of the Officer or for a personal or household emergency which requires the immediate attention of the Officer. Such days, in the case of the Chief, may be taken at his discretion provided that proper supervision the good order of the Department is maintained, and in the case of the Deputy Chief, with the permission of the Chief. Personal days and personal business days are cumulative. These personal hours shall be banked separately and can be utilized up to the total amount banked once all accumulative sick leave had been exhausted. In the last year of employment, an Officer will be entitled to use up to a maximum of 40 hours Personal Time as per past practice. Unused personal and personal business days shall not be paid out at upon termination or retirement.

D. In the event the Chief or Deputy Chief exhausts his accumulated sick leave, by reason of illness, as proved to the satisfaction of the Mayor, he shall be continued on the Township's Medical Benefit Program(s) or any other Medical Insurance Program until he shall return to duty and shall contribute such premiums as required by Ch. 78, P.L., 2011.

E. In the event an officer shall have no sick leave, either allowable or cumulative, and is granted leave for personal business, such leave must be approved by the Mayor.

F. Service Connected Serious Communicable Disease: Due to the nature of police work, if either the Chief or Deputy Chief shall contract a serious communicable disease, there shall be a rebuttable presumption that the disease was contracted on the job ("service connected"), provided that the disease is diagnosed while an active member of the Gloucester Township Police Department or within two years after either retirement or honorable separation from the department. The determination of "service connected" will be by a panel of doctors, one selected by the officer, one selected by the Mayor, and one selected by the mutual agreement of these two doctors, or, if they cannot agree, then by an independent arbitrator appointed by P.E.R.C. If a formal workers compensation claim is submitted then the workers compensation rules and regulations will be utilized to make the determination of "service connected".

G. Family or medical leave shall be governed by the Department's policy under the federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (FLA). Such time shall be unpaid, however, the Chief or Deputy Chief shall use sick, vacation, compensatory time, Kelly time, and/or personal time, if available during such leave, to the extent allowable for each type of leave. The Chief or Deputy Chief may not engage in outside employment during the hours of the day that they would normally be on duty.

H. Additional time, without pay, may be granted for good cause at the discretion of the Mayor.

I. Benefit days (sick, vacation and personal) are accrued at 8 hours per day.

ARTICLE VIII: INJURY LEAVE

A. In the event the Chief or Deputy Chief becomes disabled by reason of work related injury or illness and is unable to perform his duties, then in addition to any sick leave benefits otherwise provided for herein, he may be granted leave with full pay for a period of up to one (1) year, on the approval of the Mayor, subject to N.J.S.A. 40A:14-137.

B. The Chief or Deputy Chief must report any workplace injury, whether slight or severe, to the Mayor, the Business Administrator, or the Director of Human Resources prior to the end of the shift, or as soon thereafter as possible. Failure to so report said injury may result in the denial of compensation under this Article.

C. The injured Officer shall be required to present evidence by a certificate of a physician designated by the workers' compensation insurance carrier that he is unable to work, and the Township may reasonably require the Officer to present such certificates from time to time.

D. In addition, the Township shall have the right, at its own cost, to require the Officer to obtain a physical examination and certification of fitness by a physician appointed by the Township.

E. In the event the Township's physician certifies the Officer fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the Officer disputes the determination of the Township physician, then the Township and the Officer shall mutually agree upon a third physician, who shall then examine the Officer. The cost of the third physician shall be borne equally by the Township and the Officer. The determination of the third physician as to the Officer's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the Officer fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. In the event the Officer is granted said injury leave, the Township's sole obligation shall be to pay the Officer the difference between his regular pay and any compensation, disability or other payments received from other sources. At the Township's option, the Officer shall either surrender and deliver any compensation, disability or other payments to the Township and receive his entire salary payment, or the Township shall only pay the difference.

ARTICLE IX: LIABILITY AND FALSE ARREST INSURANCE

A. The Township agrees to cover the Chief and Deputy Chief with False Arrest & Liability Insurance in the amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars - Five Hundred Thousand (\$500,000.00) Dollars.

B. 1. In addition, whenever either the Chief or Deputy Chief is a defendant in any action or legal proceeding arising out of, or incidental to the performance of his

duties, the governing body of the municipality shall provide said Officer with necessary means for the defense of such action or proceeding.

2. Legal defense shall not be provided for the Officer in a disciplinary hearing instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by, or on complaint of the municipality, shall be dismissed or finally determined in favor of the Officer, he shall be reimbursed for the expense of his defense.

ARTICLE X: CLOTHING ALLOWANCE

A. Effective January 1, 2023, the Chief and Deputy Chief shall receive the sum of two thousand three hundred twenty five (\$2325.00) dollars per year as a uniform and/or clothing allowance. Fifty (50%) percent of this allowance is to be paid on the second pay day in January, and fifty (50%) percent on the second pay day in July.

B. In the event of a uniform change specified by the Township, the Township shall be responsible for issuing the initial amounts of new uniforms required for the change. In the event a uniform modification is requested by the employees and the request is approved by the Chief, the Chief and Deputy Chief will be responsible for the cost of such modification.

C. The Township shall replace or repair all uniforms damaged while on duty.

ARTICLE XI: FUNERAL LEAVE

A. 1. In the event of death, in the Officer's immediate family, the Officer shall be granted time off without loss of pay commencing on the day of death, but in no event to exceed seven (7) working days.

2. The term "immediate family" shall include only spouse, Civil Union partner, father, mother, child, brother, or sister.

B. 1. In the event of death in the Officer's extended family, the Officer shall be granted time off without loss of pay commencing on the day of death, but in no event more than three (3) working days.

2. The term "extended family" shall include only father-in-law, mother-in-law, grandmother or grandfather, and brother-in-law or sister-in-law.

3. Funeral leave as provided in this Article is intended to be used solely for the purpose of handling necessary arrangements and attending the funeral of the deceased family member.

C. Funeral leave may be extended at the sole discretion of the Mayor, in the case of the Chief, or the Chief, in the case of the Deputy Chief.

D. In the event that the death of an extended family member causes an additional burden on the Officer as defined below, the Officer will receive his regular rate of pay for the first seven (7) working days following the death of such family member.

E. "Additional Burden" Defined: The Officer must in addition to making the usual necessary funeral arrangements and attendance be called upon to:

1. Have to physically move the household furniture and belongings of the deceased or their survivors to another location.

2. Have to arrange to dispose of or transfer the business concerns of the deceased.

3. Have to arrange for the care of survivors of the deceased.

F. Funeral leave for any other situation not specifically covered under the terms of this article may be granted by the Mayor, in the case of the Chief, or the Chief, in the case of the Deputy Chief, upon application of the Officer, giving sufficient cause for such leave to be granted.

G. In the event of an officer's death in the employ of the Township, the officer's direct beneficiaries shall receive the officer's accrued vacation, sick leave and compensatory time payments in a lump sum on the same basis as if the officer retired.

ARTICLE XII: USE OF VEHICLE

A. The Township agrees to supply the Chief and the Deputy Chief each with an unmarked automobile to be used for police work and, to the extent permitted herein, for his personal use. The make and model of the automobile shall be determined by the Township. However, it shall be a full-sized, four-door car and shall be equipped with such equipment as is needed for police work.

B. The Chief and the Deputy Chief shall be permitted to use the car for their own personal use. There shall be no limit on the use of the automobile for police work. The Chief and the Deputy Chief shall be permitted to make routine personal use of the vehicle within the local area (75 mile radius) in furtherance of the goal of allowing the Chief and/or Deputy Chief to respond expeditiously to emergencies within the Township.

C. The Township shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs.

D. The automobile shall not be used by anyone other than the Chief or the Deputy Chief, except that they may designate other members of the Police Department or another law enforcement agency, as appropriate, to use the vehicle for a designated police purpose.

ARTICLE XIII: MEDICAL, PRESCRIPTION AND DENTAL BENEFITS

A. The Township agrees to maintain its independent medical/hospitalization program (as described in Appendix A) for each Officer and his dependents.

All current active bargaining unit members shall contribute towards health insurance premium share at the fully phased in contributions set forth in the "contribution tables" pursuant to Chapter 78, P.L. 2011, meaning that they shall pay health insurance premium shares in accordance with the percentages consistent with Year 4, for Family, Employee/Spouse, Parent/Child, or Single level coverage.

All retirees and their eligible dependents may choose between medical, dental, or prescription plans which are currently available to active employees. This provision shall apply to employees who retire after the effective date of this contract.

Retired employees eligible for health insurance will continue coverage for life. Upon the death of a retired employee, the eligible spouse shall continue coverage as the primary member of the applicable health insurance plan.

Retiring Officers who are eligible for and elect retiree health benefits shall contribute to the cost of such retiree health benefits as follows.

Officers hired after February 23, 2015 who retire after 25 years of service with the Township will receive Township benefits for medical, prescription, dental, and vision. Officers who were hired before February 23, 2015 will be eligible for said medical benefits after 25 years of service in the pension system. Officers who retire on an ordinary or accidental disability pension will be eligible for said benefits as well.

Employees who retire, and are eligible for health insurance coverage, shall contribute 1.5% of pension, meaning that their contribution shall be based on 1.5% of the monthly retirement allowance (inclusive of COLAs).

All retirees and their eligible dependents may choose between medical, dental, or prescription plans which are currently available to active employees. This provision shall apply to employees who retire after the effective date of this contract.

Coverage shall remain in effect until the age of Medicare eligibility at which time the Township-provided coverage shall become secondary to Medicare. The retired employee and any eligible dependents must enroll in Medicare (Part A and B) in order to maintain Township-provided coverage after becoming Medicare eligible. The Township shall reimburse the retired employee the cost of Medicare B coverage for the retired employee and any eligible dependents.

B. Effective upon the signing of this Agreement, the Township shall make available a

menu of medical benefits plans for employees to choose from. Employees will have the opportunity to select the plan that best meets their needs. Effective upon the signing of this Agreement, the Township shall establish a "Base Plan" for all covered employees. Employees who select coverage under any other plan offered, with a higher premium than the "Base Plan" shall pay an upcharge in addition to the premium share contribution set forth in Chapter 78, P.L. 2011.

C. The Township will provide a prescription plan for the Officers and their dependents.

D. The Township shall provide up to \$500 to officers who are actively employed, to offset the cost of qualifying medical expenses such as prescription medication, vision exams, prescription glasses and contact lenses, medical deductibles and co-pays. Officers who retire are not entitled to this provision.

E. The Township shall provide a closed panel Dental Plan, insurance company or other organization providing the same dental care, for each Officer and his dependents. Additional dental benefits offered shall include Calendar Year Maximum Carryover on annual limit and Orthodontic Benefit for dependents up to age 19, which is 50% up to \$2,500 lifetime. The Township will, upon request in writing 45 days prior to the end of the current Dental Providers contract, agree to reopen this Article to discuss a revised plan acceptable to both the police officers and the Township. It is further provided that if both parties cannot reach an agreement, arbitration will not apply and this provision to reopen this article is null and void.

E. If either Officer retires after 25 years of service or on a disability pension, the Township shall provide Township-paid benefits for, eyeglass, prescription and dental.

F. If either Officer opts not to participate in the above-described program, the Township shall provide an opt-out benefit in the amount of \$4,500.00, subject to the limits set forth in N.J.S.A. 40A:10-17.1, to be used for Hospitalization Insurance, Prescription Plan, Eyeglass Plan, Dental Plan, and any other insurance coverages as determined by the Township and permitted by I.R.S. in accordance with a "menu", procedures, exclusions, requirements, etc. as determined by the Township. The Officers hereby acknowledged that notwithstanding this provision, the continuance of the "opt-out" benefit and the amount is subject to the discretion of the Township. The Officer's shall receive a copy of the Plan Document which will include the "menu", procedures, exclusions, requirements, etc.

ARTICLE XIV: PROMOTIONS

The Township agrees that promotions shall be made in accordance with Civil Service Rules & Regulations. It further agrees not to discriminate on promotions because of religion, race, creed, politics, sex or age.

ARTICLE XV: VACATIONS

- A. The Chief and Deputy Chief shall each be granted thirty (30) working days each calendar year.
- B. The Chief and Deputy Chief may accumulate up to two year's allowable vacation leave, provided that only one year may be used in each subsequent year. However, the Mayor, with respect to the Chief, and the Chief, with respect to the Deputy Chief, may, if the scheduling permits, waive the one-year restriction in the use in the subsequent year.
- C. In the event the employment of the Chief or Deputy Chief terminates during the term of this contract, for any reason, he shall be entitled to unused vacation time and/or vacation pay on a pro-rated monthly basis.
- D. The Officers are permitted to sell back up to 80 vacation hours at the previous year's rate of pay provided the township receives notice prior to April 1 of the fiscal year of payment. Payment will be made for all eligible employees on the second pay day in August. Benefit days (sick, vacation and personal) are accrued at 8 hours per day.

ARTICLE XVI: HOLIDAYS

- A. The following days shall be observed as normal holidays during the years covered by this Agreement:
1. New Year's Day, Labor Day, Martin Luther King's Day, Columbus Day, Lincoln's Birthday, General Election Day, Washington's Birthday, Veterans' Day, Good Friday, Thanksgiving Day, Law Day (May 1), Friday after Thanksgiving, Memorial Day, Christmas Day, Independence Day.
 2. Officers Birthday
 3. If a National Holiday is declared then the Officers will be granted the holiday.

ARTICLE XVII: HOURS OF EMPLOYMENT

- A. The normal work week of the Chief or Deputy Chief shall consist of forty (40) hours per week. The exact hours shall be established, for the Chief, by the Mayor, and for Deputy Chief, by the Chief and approved by the Mayor.
- B. Regular overtime, provided the same is approved by the Chief, shall be compensated at the rate of time and one-half of hourly earnings.
1. When the Chief or the Deputy Chief is called into duty prior to the normal starting time for his scheduled beginning of an assigned shift, he shall be paid as follows:

(a) For any time period over four (4) hours prior to the start of the scheduled shift; on an hour for hour basis for actual time worked at the rate of one- and one-half times compensatory time.

C. For court appearances required while off-duty before the Grand Jury, Superior, County and Juvenile Courts in criminal matters, compensation shall be made at one- and one-half times Compensatory time. The minimum compensation for such appearances shall be for four (4) hours, thereafter on a per hour basis at the aforesaid rate.

D. For Gloucester Township Municipal Court appearances required while off duty, where a police officer is unable to schedule such appearance during his regular work shift, or where the matter had been postponed or is otherwise continued and deferred by the Court, not at the request of the police officer and he is otherwise off duty, compensation shall be made therefore at the rate of time and one-half of hourly compensatory time. The minimum compensation for such appearances shall be four (4) hours, thereafter on a per hour basis at the aforesaid rate.

E. All police officers shall schedule their appearances before the Gloucester Township Municipal Court during their regular work shift, if possible, and no compensation shall be paid for matters which might have been scheduled during a regular shift unless good cause exists, as approved by the Chief.

F. For off duty appearances before any other court, judicial hearing, or juvenile intake hearing, including depositions one and one-half times compensatory time shall be paid with a four (4) hour minimum compensation and thereafter on a per hour basis. Off-duty Civil Court appearances pertaining to Gloucester Township will be compensated at time and one-half rate of compensatory time with a minimum of four (4) hours.

G. For off duty attendance at Board of Education and Township functions and functions of other organizations such as athletic contests, dances, etc., the Officer shall be compensated for such work as per the currently applicable Police Superiors contract.

H. All outside employment requests for police supervision made by private contractor working within the Township shall be posted by the Department monthly and rotated accordingly based on the list of volunteers who sign up for this employment.

I. A minimum of four (4) hours work shall be provided by the contractor and shall be compensated for such work as per the currently applicable Police Superiors contract. All such amounts to be paid according to Sections G, and H above will be paid to the police officer by the Township, and the Township will bill the outside employer.

J. In the assignment of outside employment required by the Board of Education and Township functions, the Township shall distribute such overtime fairly and equitably, and, wherever and whenever feasible and practicable, shall assign such overtime on a seniority basis with adequate advance notice. In assignment of Board of Education and Township functions, the Township agrees to a policy of first seeking volunteers for the

functions before assigning employees. If there are no volunteers for the function, the Township shall assign employees to the function, but in no event shall the Township assign an employee to the function who is on his day off except in extremely emergent circumstances. In the event an employee is assigned (ordered) to one of the aforesaid functions, by the Township, he shall be compensated at one and one-half times his hourly rate of pay for a four (4) hour minimum, and on a per hour basis thereafter.

ARTICLE XVIII: COLLEGE CREDITS

A. On December 1st of each year, the Township shall pay to the Chief and Deputy Chief as additional compensation, the sum of Ten (\$10.00) Dollars per credit per year for college credits possessed by said police officer for undertaking, completing and satisfactorily passing college courses of study accepted toward an academic degree related to Law Enforcement, at any accredited college or university. In order to qualify for such compensation, said police officer must present and file an officially documented transcript of credits and secure the approval thereof by the Chief at least thirty (30) days prior to December 1st.

B. Compensation shall be paid for credits in blocks of one (1) up to maximum of one hundred twenty (120) credits.

ARTICLE XIX: PAYMENT AT HIGHER RANK

In the event that the Deputy Chief is temporarily assigned and performing the work and duties of the Chief for longer than 30 days, the Deputy Chief shall be compensated the rate of salary or compensation of that higher rank.

ARTICLE XX: WAGES

A. Wages shall be paid in accordance with the attached Schedule A, and all other provisions of this contract. Payments shall be made biweekly.

Retroactive payment to January 1, 2023 will be calculated on wages in accordance with the figures outlined in the salary schedules.

Wage schedules shall be updated in accordance with the provisions set forth herein.

B. Meetings: The Chief and the Deputy Chief acknowledge that they may be required to attend monthly staff meetings or Township meetings. If such meeting is scheduled, in the case of the Chief by the Mayor, or in the case of the Deputy Chief by either the Mayor or the Chief, during the Officer's off duty hours, the Officer shall be compensated a minimum 4 hours comp time at the rate of time and one-half (six hours straight time), thereafter on a per hour basis at the aforesaid rate.

ARTICLE XXI: OUTSIDE EMPLOYMENT

The Chief and or Deputy Chief may engage in outside employment under the regulations and conditions contained in the Township Police Manual.

ARTICLE XXII: TRAINING / EDUCATIONAL PROGRAMS / LAW ENFORCEMENT CONFERENCES

A. The Chief and the Deputy Chief upon the Chief's approval shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the International Association of Chiefs, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature. All expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Township. In no event shall the Township be required to pay or reimburse the Chief and the Deputy Chief for expenses of any class, course, school, or educational program unrelated to police activities.

B. The Township agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief and the Deputy Chief upon the Chief of Police's approval to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference. If the Chief or the Deputy Chief attends a conference at Township expense, the Chief or the Deputy Chief shall provide the Township with proof of expenses for attending such conference, by way of receipts or vouchers. The Chief or the Deputy Chief shall also be required to provide a written report to the Mayor, which details the information presented at the conference, including how such information is valuable and useful to the Gloucester Township Police Department. Such report shall also include recommendations as to how the information can be implemented for the improvement of the Police Department.

C. The Township also agrees to pay for the Chief's dues for membership in the County Chiefs of Police Association, Regional Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police, and the Rotary Club.

D. The Township agrees to grant time off and pay all expenses incurred by the Chief in attending any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey or within a one hundred (100) mile radius of the Township. In the event any such meeting occurs outside of such locations, the Chief shall first obtain permission to attend such meeting from the Mayor.

ARTICLE XXIII: SCHEDULING - COMPENSATION

- A. Compensation: Each Officer shall be compensated on a 8 hour day basis for all payments of accrued benefit days including sick, vacation and holiday pay. This clause applies to any officer covered by this Agreement who shall terminate, resign, separate under just cause and who shall qualify for the benefits under this Agreement.
- B. It is further understood that as long as the present schedule stays in effect, sick leave, vacation leave and holiday pay shall be computed as 1 day equaling 8 hours as per past practice under the existing work schedule.

ARTICLE XXIV: EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties as to the terms and conditions set forth herein. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject. This Agreement represents the full and final agreement between the Township and the Chief and the Deputy Chief.

ARTICLE XXV: SEVERABILITY

- A. If any provisions of this Agreement or any application of this Agreement 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.
- B. The provisions of this Agreement shall be subject to and subordinated 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.
- C. If any provision of this Agreement is held contrary to Law, then the Chief, the Deputy Chief, and the Township shall each negotiate to try and bring that provision into alignment with the conflicting law, or if that is impossible to negotiate a new provision or benefit, within the scope of the matter covered by the provision deleted, to take the place of that unlawful provision.

ARTICLE XXVI: MISCELLANEOUS TERMS AND CONDITIONS

- A. This Agreement shall be in full force and effect from January 1, 2023 through and including the 31st of December, 2025. If any party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, said party must notify the other party in writing not less than one hundred twenty (120) days prior to such expiration.
- B. This Agreement shall remain in full force and effect on a day to day basis during negotiations for any new contract between the parties extending beyond the date of expiration set forth herein.

C. Notwithstanding anything to the contrary stated herein, this Agreement shall terminate with respect to either the Chief or Deputy Chief on the date that such Officer terminates his employment for any reason, whether by discharge, resignation, retirement, death, or other reason; however, such this Agreement will remain in force for the term set forth above with respect to the other Officer unless such other Officer also terminates his employment for any reason.

D. This Agreement applies to the Chief and the Deputy Chief, in his current capacity as Chief and Deputy Chief respectively. It is not transferrable to any new position either may hold.

Township of Gloucester

David A. May 3/7/23
Mayor

David Maurin
Chief of Police

[Signature] 3/2/23
Business Administrator

A. W. W. W.
Deputy Chief of Police

Attest:

[Signature]
Township Clerk

3/7/23
Date

SCHEDULE A

CHIEF			
<u>Effective Date</u>	<u>Annual</u>		<u>Total</u>
1/1/2023	218,779	2,250	221,029
1/1/2024	224,249	2,250	226,499
1/1/2025	229,855	2,250	232,105
DEPUTY CHIEF			
<u>Effective Date</u>	<u>Annual</u>		<u>Total</u>
1/1/2023	195,248	2,250	197,498
1/1/2024	200,129	2,250	202,379
1/1/2025	205,133	2,250	207,383

APPENDIX "A"

HEALTH BENEFIT PACKAGE

The Chief and Deputy Chief shall contribute towards health insurance premium share pursuant to Chapter 78, P.L. 2011 or as otherwise required by law.

The Township shall implement an IRS Section 125 salary reduction premium-only plan for tax purposes.

During the term of this Agreement, the following plan design modifications shall be effective as to the Township's current health benefits program:

- Deductibles for both in-network \$100/\$200 and out-of-network services \$200/\$500. 70% co-insurance for out-of-network services and supplies.
- Co-insurance for in-network services and supplies 100%/70%.
- Co-insurance and out-of-pocket maximum per calendar year \$800/\$1600 for in-network and \$3000/\$10000 for out-of-network.
- \$20 co-pay for primary care doctor's visits and \$30 co-pay for specialist visit in-network.
- Limit of 48 visits per individual for chiropractic care in a calendar year with a \$20 co-pay per visit.
- No co-pay for hospital in-patient care.
- Emergency room co-pay for in-network hospitals at \$100, waived if admitted. Emergency room co-pay of \$100 for out-of-network hospitals.
- Infertility services to be limited to four complete cycles within a 15-year period.
- Prescription drug co-pays for retail purchases (maximum of 30-day supply) \$10 for Generic; \$20 for Brand; \$35 for Formulary; and to \$50 for Lifestyle. Mail Order prescriptions (maximum of 90-day supply) shall be 2X the retail co-pay.
- Dental: Update Dental Benefit: benefit max of \$2,500 @ 50% coinsurance to add child orthodontic and Dental Carryover Max.

	2017 New Base Plan	
	<u>In-Network</u>	<u>Out-of-Network</u>
Deductible	\$100 / \$200	\$200 / \$500
Coinsurance	100%	70%
Out-of-Pocket Max	\$800 / \$1,600	\$3,000 / \$10,000
Inpatient Hospital	100% after Ded.	\$500/Admit & 70% after Ded.
Outpatient Surgery	100% after Ded.	70% after Ded.
Emergency Room	\$100	\$100
Ambulance	70% after Ded.	70% after Ded.
Urgent Care Center	\$30	70% after Ded.
PCP Copay	\$20	70% after Ded.
Specialist Copay	\$30	70% after Ded.
Chiropractic Copay	\$20	70% after Ded.
Diagnostic Lab/X-ray	100% or \$30	70% after Ded.
Preventive	100%	70%
Maternity	\$20 (1st visit)	70% after Ded.
Mental Health/Substance	100% or \$20	70% after Ded.
Home Health Care	100%	70% after Ded.
Durable Medical Eqpt.	70% after Ded.	70% after Ded.

The Township agrees to provide for all officers, and those who retire with twenty five (25) years of service with the Township that opt not to participate in the above-described program an opt-out benefit up to \$4,500.00, subject to the limits set forth in N.J.S.A. 40A:10-17.1, to be used for Hospitalization Insurance, Prescription Plan, Eyeglass Plan, Dental Plan, and any other insurance coverage's as determined by the Township and permitted by I.R.S. in accordance with a "menu", procedures, exclusions, requirements, etc. as determined by the Township. It is acknowledged

that the existence of the "opt-out" benefit and the amount is subject to the discretion of the Township pursuant to N.J.S.A. 40A:10-17.1. All employees will receive a copy of the Plan Document which will include the "menu", procedures, exclusions, requirements, etc.

Once a menu is established for a calendar year, items cannot be added to, or deleted from, the list.

If any item which has been treated as non-taxable by the Township is determined to be taxable by the IRS, the item will be reclassified from the non-taxable to taxable schedule.