

1-18-2024
13-2024
Cindy DiDomenico

From: Vanessa Little
Sent: Friday, January 5, 2024 7:35 PM
To: Cindy DiDomenico
Subject: Fwd: OPRA request - Police Chief's current contract, CBA or Employment agreement

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From: Billy Pearson <opra+request-56847-1a2f6d67@requests.opramachine.com>
Sent: Friday, January 5, 2024 6:56 PM
To: Vanessa Little <Vanessa@cityofgloucester.org>
Subject: OPRA request - Police Chief's current contract, CBA or Employment agreement

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Gloucester City,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

1. Copy of the Chief Of Police current contract, agreement, MOA including any and all addendums and attachments.
2. Chief Of Police 2024 salary

Yours faithfully,

Billy Pearson

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-56847-1a2f6d67@requests.opramachine.com

Is vanessa@cityofgloucester.org the wrong address for OPRA requests to Gloucester City? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=gloucester_city

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/police_chiefs_current_contract_c

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's

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VANESSA ✓
Brien ✓

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1-8-2024

RESOLUTION OF THE CITY OF GLOUCESTER CITY
County of Camden, State of New Jersey
#R 143 -2023

**RESOLUTION AUTHORIZING THE EXECUTION OF AN EMPLOYMENT CONTRACT BY
AND BETWEEN THE CITY OF GLOUCESTER CITY AND
POLICE CHIEF BRIAN MORRELL**

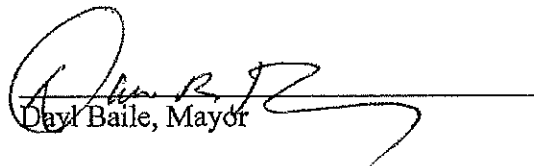
WHEREAS, the parties desire to enter into an employment contract for the position of Chief of Police of the City of Gloucester City ("City") for a term of five (5) years; and

WHEREAS, the Public Safety Committee of the City of Gloucester City has negotiated a fair and equity employment agreement and recommends adoption by the Mayor and City's Common Council.

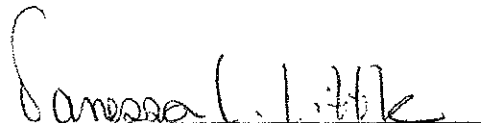
NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council of the City of Gloucester City, in the County of Camden and State of New Jersey, as follows:

1. The **WHEREAS** clauses set forth above shall be incorporated herein as if set forth in full and made part of this Resolution.
2. The Honorable Dayl Baile, Mayor of the City of Gloucester City, and Vanessa L. Little, RMC, City Clerk, are hereby authorized and directed to execute the Employment Agreement by and between the City of Gloucester City and Police Chief Brian Morrell, effective and as of January 1, 2023 through December 31, 2027.
3. A copy of the Employment Contract shall remain on file with the City Clerk for public inspection.
4. This Resolution shall take effect immediately and apply retroactively to January 1, 2023.
5. The Chief Financial Officer has certified that funds are available for payment of said Contract.

CITY OF GLOUCESTER CITY


Dayl Baile, Mayor

Passed by the Mayor and Common Council of Gloucester City this 26th day of June, 2023.


Vanessa L. Little, RMC, City Clerk

**AGREEMENT BETWEEN
THE CITY OF GLOUCESTER CITY
CAMDEN COUNTY
NEW JERSEY**

AND

**BRIAN MORRELL
CHIEF OF POLICE
GLOUCESTER CITY POLICE DEPARTMENT**

**FOR THE YEARS
2023, 2024, 2025, 2026, 2027**

I. PREAMBLE

This Agreement, dated the 26th day of June, 2023, is entered into between the City of Gloucester City (herein after referred to as the City) and Brian Morrell, Chief of Police of the Gloucester City Police Department (herein after referred to as the Chief).

II. STATUTORY AND LEGAL RIGHTS

Nothing contained herein shall be construed to deny or restrict the City or the Chief from the exercise of their rights under N.J.S.A. 34:A, 40, 40A or any other national, state, county or local laws or ordinances pertaining to the Chief covered by this Agreement.

III. MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise distract from any existing benefit of the Chief prior to its effective date.

IV. CONTRACT PERIOD

This Agreement shall be retroactive from January 1, 2023 and remain in full force and effect through December 31, 2027.

V. SEVERABILITY

In the event that any provision of this Agreement between the City and the Chief shall be held by operation of law, or by the order of any Court or Administrative Agency of competent and final jurisdiction, to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected, but shall continue to remain in full force and effect.

It is further agreed that in the event that any provision is finally declared to be invalid or unenforceable, the City and the Chief shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning modification, revision or substitution for such provision(s). Said notice is to be given ten (10) days after the date that either party is made aware that the provision(s) is declared invalid or unenforceable.

It is also agreed that any provision that may be modified, revised or substituted shall be equal to or better than the provision(s) or clause(s) that are found to be invalid.

VI. BEREAVEMENT LEAVE

In the event of a death in the Chief's immediate family, the Chief shall be entitled to a leave of absence with pay not to exceed forty (40) working hours from the date of death through the date of the funeral. Immediate family includes spouse or significant other, child, parent, stepchild, sibling, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren, niece, nephew, uncle, and aunt.

VII. SICK LEAVE

The Chief shall be granted one hundred eighty (180) hours of sick leave per calendar year beginning in the year 2023 and each year thereafter. Sick leave may be taken in hourly increments. All hours of unused sick leave shall accumulate to the Chief's credit from year-to-year to be used when needed. Upon retirement or separation from the City, the Chief may sell back unused sick leave, at the rate of 100% its value, not to exceed the maximum amount of \$15,000. Any additional sick leave at the time of retirement or separation will be left without compensation.

VIII. VACATION LEAVE

For the calendar year 2023 and each year hereafter, the Chief shall be entitled to three hundred (300) hours of vacation leave. Vacation leave may be taken in hourly increments. The Chief may sell back up to one hundred eighty (180) hours of unused vacation time each year at the rate of 100% its value beginning in the calendar year 2023. Upon retirement or separation from the City, the Chief may sell back any and all unused vacation hours at the rate of 100% its value.

IX. PERSONAL LEAVE

The Chief waives any ability to accrue personal hours each calendar year.

X. HOLIDAYS

The Chief shall be entitled to nine (9) paid holidays per calendar year as scheduled days off. Should the holiday fall on a Saturday, the Chief shall be permitted to take off the preceding Friday. If the holiday falls on a Sunday, the Chief shall be permitted to take off the next day (Monday).

The holidays designated as scheduled days off for the Chief are as follows: New Year's Day, President's Day, Good Friday, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, and Christmas.

XI. HEALTH INSURANCE

The Chief shall be provided with a health benefit plan that is equal to or better than his current coverage at the time this agreement commenced.

XII. DENTAL INSURANCE

The Chief shall be provided with a health benefit plan that is equal to or better than his current coverage at the time this agreement commenced.

XIII. VISION/EYEWEAR INSURANCE

The Chief shall be provided with a health benefit plan that is equal to or better than his current coverage at the time this agreement commenced.

XIV. PRESCRIPTION COVERAGE

The City will provide a prescription drug plan with a \$10 co-pay for brand name prescriptions or \$5 co-pay for generic brand prescriptions.

XV. HEALTH CARE, DENTAL, VISION/EYEWEAR AND PRESCRIPTION COVERAGE AT RETIREMENT

The City agrees to provide full medical benefits to the Chief and his dependents upon his retirement or until his sixty-fifty (65th) birthday whichever is later, and thereafter until his spouse turns 65, if applicable, and child dependents turn 26. Thereafter, the Chief and any eligible dependents shall be required to obtain Medicare at age 65, with any Part B paid for by the City. Also, the Chief shall be affording a Medicare Supplement in a form not less than other City employees as well as Dental, Vision and Prescription coverage, upon a minimum of twenty-five (25) years of service as an employee of Gloucester City.

XVI. UNIFORMS AND EQUIPMENT

The Chief shall be entitled to a uniform and equipment payment each year under this agreement in the amount of \$500. Costs incurred for the upkeep and cleaning of the uniforms and equipment shall be the responsibility of the Chief. The uniform and equipment payment will be made to the Chief during the first pay period of July of the calendar year.

XVII. SCHOOLS/TRAINING SEMINARS

When the Chief is required to attend any school, seminar or training related to his employment, the Chief shall be reimbursed for the reasonable expenses incurred for meals, transportation (if a private vehicle is used) and lodging while attending said training. Reimbursement for meals will be set forth as follows: \$10 for breakfast, \$15 for lunch and \$25 for dinner. Any reimbursement for lodging will be made after the approval by the Mayor or his/her designee.

XVIII. HOURS OF WORK

The normal workweek shall be forty (40) hours. The position of Chief of Police is a management position and as such, the Chief cannot always rely on a standard set of hours of employment to effectively meet the responsibilities of the position. Both the City and the Chief understands this premise and agree that the Chief is an exempt employee under the Fair Labor Standards Act for the purpose of overtime and compensatory time. Accordingly, the City and the Chief agree that there will be no overtime or compensatory time for work performed by the Chief and the total compensation due to the Chief is contained in and in accordance with the terms of this Agreement.

The Chief will attend City meetings and functions including, but not limited to:

- City Council Meetings
- City Work Session Meetings
- Gloucester City Business Association Meetings
- Other community meetings or events as requested by Mayor and Council

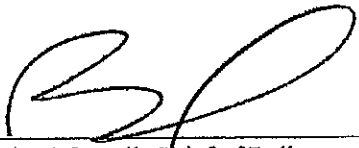
XIV. TERMS AND RENEWAL

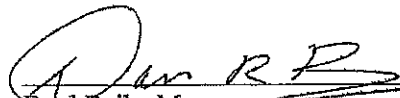
This Agreement shall be in full force and effect beginning January 1, 2023 and shall remain in effect until December 31, 2027.

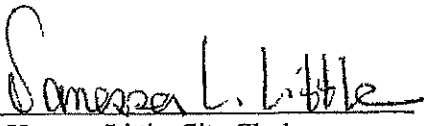
XX. SALARY TABLE

2023 - \$175,000 (retroactive back to 1/1/23)
2024 - \$185,000
2025 - \$195,000
2026 - \$205,000
2027 - \$215,000

IN WITNESS WHEREOF, CITY OF GLOUCESTER CITY and CHIEF BRIAN MORRELL, signed this Agreement the day and date first written above.


Brian Morrell, Chief of Police


David Baile, Mayor

WITNESS: 
Vanessa Little, City Clerk

Date: 6-26-2023