

11-9-2023

402-2023

Cindy DiDomenico

From: Vanessa Little
Sent: Wednesday, November 1, 2023 7:02 AM
To: Cindy DiDomenico
Subject: FW: OPRA request - Police union contracts

-----Original Message-----

From: Sean Lavin <opra+request-54764-438dc654@requests.opramachine.com>
Sent: Wednesday, November 1, 2023 6:26 AM
To: Vanessa Little <Vanessa@cityofgloucester.org>
Subject: OPRA request - Police union contracts

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

Dear Gloucester City,
Please provide the current collective negotiations agreement(s), memorandum of agreement(s) or understanding or other agreements covering the terms and conditions of employment for the Gloucester City Police Department sworn personnel. I am looking for the agreements between the recognized majority representatives and the City of Gloucester. 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:

Yours faithfully,

Sean Lavin

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-54764-438dc654@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_union_contracts

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 website.

402-2023
11-1-2023
Brianna Vanessa ✓

CAD

11-1-2023

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE CITY OF GLOUCESTER CITY

AND

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #40

JANUARY 1, 2018 THROUGH DECEMBER 31, 2021

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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."

WTTNESSETH:

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 fourth 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. When an Officer is a member of the National Guard, Air National Guard, or a reserve unit of any of the armed forces of the United States, and is required to engage in field training and to attend meetings, he/she shall be granted a military leave of absence with pay for the period of such training or meeting. Such paid leave of absence shall not affect his/her vacation.
- b. When an Officer has been called to active duty or inducted into the military, air or naval forces of the United States, he/she shall be granted an indefinite leave of absence without pay and his/her seniority shall continue for the duration of such military service. Such Officers must be reinstated without loss of privileges or seniority, provided the officer receives an honorable discharge and reports for duty with the City within ninety (90) days following his honorable discharge from the military service.

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, mother, father, mother-in-law, father-in-law, brother, sister, child, step-child and grandchild.
- c. An Officer will receive time off for all other family members as covered by the City of Gloucester City Employee Manual.

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 on or after January 1, 2014.

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 January 1, 2014. 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 twenty-four (24) 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.
7. The City agrees to compensate each Officer hired prior to June 1st, 1993, the sum of thirteen dollars (\$13) per college credit on a per annum basis for all college credits obtained after January 1, 1985. An annual compensation of thirteen dollars (\$13) per credit shall be paid based on the total cumulative credits, with a maximum compensation of one hundred twenty-five (125) credits. Payment shall be made on the third pay week of December. A copy of the College Transcript will be submitted with a memorandum during the last week of October. The course of study shall be job related and successfully completed with a "C" or above.

C. Reimbursement of Expenses

1. Rates

- a. Meal expenses shall be paid for by the City at the rate of ten dollars (\$10) per meal when prior approval by the Mayor or his designee has been granted.
- 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.

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 Probationary 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 2% for each year of this Agreement, as reflected in Appendix A and Appendix B. Any Officer who separated from employment after December 31, 2017 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) 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) 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) 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
SEPARABILITY 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. Officers of the Gloucester City Police Department and their dependents shall be provided a Health Benefit Plan equal or better than the current coverage or the State Health Benefit Plan at the time this agreement commenced.

During the course of this agreement the Officer shall not be required to pay any monthly premium or portion thereof toward the basic health care coverage. The basic coverage shall mean that plan offered to all employees of the City through the health plan in any year. The Officer shall be responsible for any cost of an optional plan that the City may make available to them, which is in excess of the cost of the base plan.

- 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.

ARTICLE XVI
CLOTHING & UNIFORM MAINTENANCE / REPLACEMENT

- A. In addition to the above, the City shall purchase and furnish all Officers with one (1) handgun, which shall be in excellent working condition. Said gun shall be returned to the City upon the termination of the Officer's employment.
- 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, 2018 through and including the 31st day of December 2021. 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

City of Gloucester City

Keith O'Donnell, PBA President

Daniel Spencer, Mayor

Blaise O'Donnell, PBA Vice-President

Jack Lipsett, City Administrator

Appendix A

[illegible][illegible]

Bachelors			2018	2%	2019	2%	2020	2%	2021
Recruit			51346.80		52373.74		53421.21		54489.63
1st			57455.58		58604.69		59776.79		60972.32
2nd			63566.40		64837.73		66134.48		67457.17
3rd			69674.16		71067.64		72489		73938.78
4th			75759.48		77274.67		78820.16		80396.57
5th			81893.76		83531.64		85202.27		86906.31
6th			90169.02		91972.40		93811.85		95688.09
10th			90601.50		92413.53		94261.80		96147.04
15th			91899.96		93737.96		95612.72		97524.97
20th			94543.80		96434.68		98363.37		100330.60
Detective			91270.62		93096.03		94957.95		96857.11
6th			93893.04		95770.90		97686.32		99640.05
10th			94343.88		96230.76		98155.37		100118.50
15th			95697.42		97611.37		99563.60		101554.90
20th			97951.62		99910.65		101908.90		103947

Appendix B

Base			2018		2019		2020		2021
Recruit			49918.80		50917.18		51935.52		52974.23
1st			56027.58		57148.13		58291.09		59456.92
2nd			62138.40		63381.17		64648.79		65941.77
3rd			68246.16		69611.08		71003.30		72423.37
4th			74351.88		75838.92		77355.70		78902.81
5th			80465.76		82075.08		83716.58		85390.91
6th			86576.58		88308.11		90074.27		91875.76
20th			87024.36		88764.85		90540.14		92350.95
Detective			90209.82		92014.02		93854.30		95731.38
20th			90675.96		92489.48		94339.27		96226.05

Associates			2018		2019		2020		2021
Recruit			50632.80		51645.46		52678.37		53731.93
1st			56741.58		57876.41		59033.94		60214.62
2nd			62852.40		64109.45		65391.64		66699.47
3rd			68960.16		70339.36		71746.15		73181.07
4th			75065.88		76567.20		78098.54		79660.51
5th			60779.76		61995.36		63235.26		64499.97
6th			87290.58		89036.39		90817.12		92633.46

20th			87738.36		89493.13		91282.99		93108.65
Detective			90923.82		92742.30		94597.14		96489.09
20th			91380.78		93208.40		95072.56		96974.01

Bachelors			2018		2019		2020		2021
Recruit			51346.80		52373.74		53421.21		54489.63
1st			57455.58		58604.69		59776.79		60972.32
2nd			63566.40		64837.73		66134.48		67457.17
3rd			69674.16		71067.64		72489		73938.78
4th			75779.88		77295.48		78841.39		80418.21
5th			81893.76		83531.64		85202.27		86906.31
6th			88004.58		89764.67		91559.97		93391.16
20th			88452.36		90221.41		92025.84		93866.35
Detective			91637.82		93470.58		95339.99		97246.79
20th			92103.96		93946.04		95824.96		97741.46

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE CITY OF GLOUCESTER CITY

AND

GLOUCESTER CITY POLICE SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 2018 THROUGH DECEMBER 31, 2021

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PREAMBLE

This Agreement made and entered into in Gloucester City, New Jersey, between the **CITY OF GLOUCESTER CITY**, in the County of Camden, a municipal corporation, hereinafter referred to as “City”, and the **Superior Officers Association**, under **PBA LOCAL NO. 40**, hereinafter referred to as the “SOA”

WITNESSTH:

WHEREAS, the City and the SOA 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 SOA 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 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 SOA as the sole and exclusive representative of all supervisory members of the Police Department, excluding the Chief of Police and the Deputy Chief of Police 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 1968, the City hereby agrees that every Police Officer, upon promotion to Sergeant, Lieutenant or other supervisory position shall have the right freely to organize, join and support the SOA 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 or deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the SOA and its affiliates, collective negotiations with the City, or his 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 SOA shall be permitted time off to attend negotiating sessions, grievance sessions, meeting of the joint SOA Management Committee, and all necessary Meetings and Conventions, provided the efficiency of the department is not affected, as determined by the Chief. The SOA representative shall be relieved from his tour of duty to attend meetings as necessary. Such time off shall be limited to one (1) officer not to exceed two (2) days per month to represent SOA Local #40a. This will not affect convention leave as established by past practices and established ordinances and laws.
- C. A police officer shall have the right to inspect his personnel files 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 her personnel jacket.
- E. The union will be notified of any disciplinary action pending against any of its members. Should a disciplinary action not be appealable 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.

2. Number of Hours

- a. Officers who have completed three (3) years but not more than eleven (11) years of service shall be granted 180 hours of vacation leave.
- b. Officers who have completed eleven (11) years but not more than nineteen (19) years of service shall be granted 240 hours of vacation leave.
- c. Officers who have completed nineteen (19) years but not more than twenty-three (23) years of service shall be granted 300 hours of vacation leave.
- d. Officers who have completed twenty-three (23) years or more of service shall be granted 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. When an officer is a member of the National Guard, Air National Guard, or a reserve unit of any of the Armed Forces of the United States, and is required to engage in field training and to attend meetings, they shall be granted a military leave of absence with pay for the period of such training or meeting. Such paid leave of absence shall not affect his vacation.
- b. When an officer has been called to active duty or inducted into the military, air or naval forces of the United States, he shall be granted an indefinite leave of absence without pay and his seniority shall continue for the duration of such military service. Such officers must be reinstated without loss of privileges or seniority, provided the officer receives an honorable discharge and reports for duty with the City within ninety (90) days following his honorable discharge from the military service.

2. 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 and grand-child.

An officer will receive time off for all other family members as covered by the City of Gloucester City Employee manual.

B. Sick Leave

1. Number of Hours

An officer is entitled to 180 hours of 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 (twenty-five (25) years or more).
- b. When an Officer retires, the Officer shall receive a lump sum payment at 100% of all accumulated sick time, up to a maximum of 1096 hours. This clause shall not apply to Officers hired on or after January 1, 2014.
- c. Any employee who has accumulated a minimum of one thousand (1000) hours of sick time, may at the end of the year request payment for up to 180 hours of time which exceeds the minimum. 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. All payments will be made on the basis of an hour's pay calculated by dividing the annual salary by 2080 hours. This clause shall not apply to Officers hired on or after January 1, 2014.
- d. Beginning in 2006, an officer beginning his twentieth (20th) year and who has accumulated in excess of 1096 hours, may request payment for up to 100 hours of the excess accumulated time. This request must be made by August 1st of any year and will be payable in the first pay of December. All payments will be made on the basis of an hour's pay calculated by dividing the annual salary by 2080 hours. This payment shall be in addition to any payment made under Article V, section B(2)(c). This clause shall not apply to Officers hired on or after January 1, 2014.
- e. 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. Each employee will receive twenty-four (24) personal hours, non-accumulative. No more than one employee per shift may be off on a personal day. If more than one employee per shift requests the same day 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 intention to use PERSONAL time. Personal time may be used in an hour by hour 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 Expense

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 prior to the hearings, which attorney shall be reasonably satisfactory to the officer.
2. Provision: whenever any civil action brought against an employee covered by this Agreement for the employee's reliance on a warrant executed by a judicial official, the City of Gloucester shall defray all costs of defending such action, if any, including attorney's fees, and shall pay any adverse judgment, save harmless, and protect such person from any financial loss resulting therefrom.
3. The City will provide a contribution toward the Legal Defense Fund of the SOA in each year of the contract beginning in January 1998. Such payment will be made upon an invoice from the association.

B. Police Training Programs

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. Each officer shall be allowed to request attendance up to two training courses per year of his choice subject to the approval of the Chief and the availability of funds.
3. The City of Gloucester 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. No officer under any section of this article shall be compensated for any courses which pertain to the attainment of any advanced degree (Master's, Ph.D.) unless specifically assigned to attend by the City.

5. If the course is not successfully completed with a grade of a "C" or above then the City will be entitled to reimbursement from the employee at the rate of \$50.00 per week from the employee'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 employee that the employee has failed to successfully complete the course.
6. Proof of successful completion of the course with a grade of "C" or better must be submitted by the employee to the Chief of Police and Payroll Office no later than 60 days after completion of the course. Failure to submit documentation of successful completion of the course with a "C" or better within 60 days of completion of the course will be considered as proof that the employee 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 employee 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.
7. Should an employee terminate employment with the City or if the City discharges the employee then the full amount of any funds due to not successfully completing a course of study by an employee will be deducted from the employee's final pay.
8. Any officer leaving the City prior to the twentieth (20) year of service, within a year after payment of tuition for a course successfully completed shall have the amount paid in the tuition deducted from their final paycheck and be liable to the City for any balance due. Such reimbursements shall be due back from any officer leaving the City prior to their 20th year of service up to five years after the completion of the course. The amount due shall be prorated according to how many years have passed since the completion of the course. (Within 2 years – 80%, 3 years – 60%, 4 years – 40%, 5 years – 20%). This section shall not be applicable in the event of retirement on a special, age and service, or disability pension through the PFRS.
9. Beginning in 2004 the City agrees to put into the base pay of each officer an education bonus of \$350.00 dollars provided that the officer has obtained one of the following certifications:

- 1) MOI Instructor
- 2) West Point Command School
- 3) FTO Instructor
- 4) Firearms Instructor
- 5) Radar Operator Instructor
- 6) Executive Institute Training program
- 7) L.E.E.D.S.

Furthermore, the SOA agrees that a newly appointed member will have ninety (90) days to acquire at least one of the above certifications. If the new member fails to complete the certification, he shall remain at the probationary pay rate until such time as the certification is obtained.

C. Reimbursement of Expenses

1. Rates

- a. Meal expenses shall be paid for by the City at the rate of ten (\$10.00) 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.
- b. Mileage expenses shall be paid for at the rate of twenty-five (\$0.25) cents per mile, when 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.
- c. No reimbursement will be granted when the expenses are directly related to officers attending college courses for credits, unless assigned there by the Chief.

2. Other Assignments: 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 determines.

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.

ARTICLE VII
HOURS OF WORK

- 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 6 hours in duration.
- B. Permanent Shift Changes: No permanent shift changes will be made from October 1st to January 1st, unless mutually agreed upon or in the case of an emergency.
- C. In the event of recall to duty for any reason, an employee shall be guaranteed a minimum of four (4) hours pay at a rate of time and one-half (1.5) the regular rate of pay.
- D. A minimum of five (5) day's notice shall be given to any Officer prior to that Officer's tour of duty when their schedule is being changed. If the Officer's schedule is changed within the five days, that Officer will be paid at a time and one-half rate for the time worked outside his normally scheduled tour of duty, unless an emergency is declared by the Mayor.
- E. All members of the SOA shall attend a monthly "staff meeting" which will be scheduled at the discretion of the Chief of Police for the purpose of identifying current problem areas or for the implementation or review of policy and procedure.
- F. Outside work. Outside work performed by officers will be billed through the City and paid to the officers 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.

ARTICLE VIII
COMPENSATION

A. Overtime Pay

1. Rate: Overtime shall be paid to all officers at an hourly rate of one and one-half (1.5) times the regular rate.
2. Time of Payment: Payment for overtime shall where practical, be included in the salary check due the officer next pay day after the overtime is recorded with the City Treasurer. In any event the City shall make a reasonable effort to pay overtime within fifteen (15) days of notification.

B. 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.

C. Outside Work: Outside or side work performed by City police officers will be billed through the City and paid to the officers at their established overtime rate on the next salary check due to the officer.

D. All overtime will be distributed in a fair and equitable manner.

E. In the event the City declares an emergency and closes city offices, the City agrees to pay those officers working at an overtime rate of time and one half (1.5) their regular salary for the remainder of the day.

ARTICLE IX
BASE SALARY

Each step of the parties' salary schedule shall be increased by 2% for each year of this Agreement, as reflective in Appendix A. Officers hired on or after January 1, 2014, shall only receive the Base Pay. Any Officer who is separated from employment after December 31, 2012 shall receive a prorated back pay.

A Probationary Sergeant is defined as a Sergeant who has less than ninety (90) days in grade or who has failed to comply with Article VI, Section B (9) of this agreement.

ARTICLE XI
DEFINITIONS

- A. Full-time Employees: Full-time employees are all regular full-time Patrolmen, Detectives and Officers employed by the City in the Police Department who shall be subject to twenty-four (24) hours duty per day, which duty include 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 Superior Officers Association, under the New Jersey PBA Local No. 40a.
- 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 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 XII
GRIEVANCE ADJUSTMENT PROCEDURE

- A. Procedure: The procedure for adjusting grievances shall provide the officer with full opportunity for presentation of his grievance and for the participation of the SOA representatives. Should a dispute arise between the City, the SOA and any member officer as to the meaning, application or operation of any provision of the Agreement, such dispute or difference shall be presented by any one of the parties within no more than fifteen (15) days from the time the same arose, and settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent changed or waived in part, or entirely, shall be as follows:
- STEP 1: The appropriate SOA representatives or the aggrieved party, and the Head of the Department or his designee will 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 Department Head.
- STEP 2: A member or members of the Grievance committee designated by the SOA, and the Mayor shall attempt to settle the dispute within twenty (20) 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 use Step 3.
- STEP 3: (a) The dispute shall be submitted to the New Jersey State Public Employment Relations Commission for resolution.
- (b) A member or members of the Grievance Committee designated by the SOA, and the Mayor; and a mediator/arbitrator assigned by the State Public Employment Relation Commission shall decide the dispute and their decision shall be final and binding. However, the aggrieved officer shall have the option of appealing the decision arrived at in step 3 above or of appealing directly to the Department of Civil Service.
- B. Compensation and Expenses for Impartial Hearing: The reasonable compensation and expenses, if any, of a referee shall be borne equally by the City and the SOA, 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 this 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 this 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 the 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 hereinabove 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 Civil Service 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 XIII
COURT APPEARANCE

For each Superior Court, Juvenile Court, Family Court or Civil Court, while otherwise off duty, each Officer covered by this Agreement shall be compensated eight (8) hours of pay at straight time rate.

For each off duty Municipal Court appearance, each Officer covered by this Agreement shall be paid for four (4) hours at straight time.

ARTICLE XIV
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 XV
SEPARABILITY AND SAVINGS

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 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 XVI
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.

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

1. Dental Coverage

Preventive (Type I)

Plan pays 100%

Plan Includes:

Oral Examination
Fluoride Treatment
Prophylaxis
Space Maintainers
X-rays

Basic (Type II)

Plan pays 80% after applicable deductible*

Plan Includes:

Repairs to Dentures, Crowns and Bridges
Scaling and Root Planning
Root Canal Therapy
Fillings
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 1

*Deductible amount includes Types II and III:	\$25.00
Calendar year maximum includes Types I, II, III:	\$1,000.00
Lifetime maximum for Orthodontia:	\$500.00

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 per prescription or \$5.00 for generic drugs.

- C. The City agrees to provide the medical benefits of its employees to any member who retired or retired after January 1, 1985 with twenty (20) years of service to the City until such retiree obtains coverage elsewhere. All benefits currently enjoyed by members of this contract shall be vested upon retirement.

- 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 of the cost to the City until he reaches the age of fifty-two (52), at which time the City shall pick up the cost of full coverage.

ARTICLE XVII
CLOTHING REPLACEMENT/MAINTENANCE ALLOWANCE

- A. All officers shall, at their own expense, purchase and maintain their duty uniforms as described by departmental policy.
- B. If an officer has any part of his uniform damaged or destroyed in the line of duty, the City shall replace the damaged articles.
- C. In addition to the above, the City shall purchase and furnish all officers with one (1) handgun, which shall be in excellent working condition. Said gun shall be returned to the City upon the termination of the officer's employment.
- D. Issued equipment such as handguns, holsters and belts, handcuffs and cases, night sticks, safety helmets, badges and mace, shall be purchased and supplied by the City. Such equipment, including handguns, if damaged in the line of duty shall be replaced. This shall be in addition to the annual allowance for each officer.
- E. The City will replace each Officer's bulletproof vest three months prior to the expiration date, at a maximum of five years. A priority list will be supplied by the SOA to designate the order in which each vest will be issued. The replacement vest shall be the highest quality available at the time to ensure the officer's safety.

ARTICLE XVIII
OTHER ITEMS

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

ARTICLE XIX

This agreement shall be in full force and effective from January 1, 2018 through and including the 31st day of December 2021. 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.

Superior Officers Association
Gloucester City Policemen's
Benevolent Association
Local #40a

City of Gloucester City

Jason Flood
SOA President

Daniel T. Spencer Jr.
Mayor

Jack Lipsett
City Administrator