

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN

THE CITY OF GLOUCESTER CITY  
AND  
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #40

JANUARY 1, 2004 THROUGH DECEMBER 31, 2007

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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, hereinafter referred to as "City", and PBA LOCAL #40, hereinafter referred to as the "PBA."

WITNESSETH:

WHEREAS, the City and the PBA recognize and declare that providing quality police protection for the City is their mutual aim; and WHEREAS, the City has an obligation, pursuant to Chapter 303, Public Laws of 1968 to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and, WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**  
**LEGAL REFERENCE**

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

**ARTICLE II**  
**RECOGNITION**

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



**ARTICLE III**  
**EMPLOYEE RIGHTS**

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

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 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. All Officers shall receive sixty (60) hours leave with pay including the day of the funeral in the event of death in their immediate family. Immediate family shall be defined to be: parent, husband, wife, child, step-child, brother, sister, stepparents.
- b. All Officers shall receive twenty-four (24) hours leave with pay including the day of the funeral in the event of death in their extended family. Extended family shall be defined to be: grandparents, grandparents-in-law, mother-in-law and father-in-law.
- c. All Officers shall receive twelve (12) hours leave with pay in the event of death of an aunt, uncle, brother-in-law, sister-in-law, however, said hours shall not be taken after the day of the funeral.

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 31<sup>st</sup> 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.

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 (75%) of accumulated sick time, up to a maximum of one-thousand six-hundred forty-four (1644) hours.

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 15<sup>th</sup> 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 31<sup>st</sup> in the year of the request.

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.

**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 judgement, save harmless, and protect such Officer from any financial loss resulting therefrom.
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 Academy or any Police Training Academy recognized by the New Jersey Police Training Commission, 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 (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 (60) days after completion of the course. Failure to submit documentation of successful completion of the course with a "C" or above within 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 20<sup>th</sup> 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 (20<sup>th</sup>) year of service up to (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 (2) years (80%), within (3) years (60%), within (4) years (40%), within (5) years (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 1<sup>st</sup>, 1993, the sum of (\$13) per college credit on a per annum basis for all college credits obtained after January 1, 1985. An annual compensation of (\$13) per credit shall be paid based on the total cumulative credits, with a maximum compensation of (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,
8. The City agrees to compensate each Officer hired after June 1<sup>st</sup>, 1993 and having served at least (1) year of active service, the sum of (\$700) after the completion of an Associates Degree or (\$1,400) for the completion of a Bachelor's Degree on a per annum basis. Each degree must be earned with a "C" or above cumulative average. 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.

C. Reimbursement of Expenses

1. Rates

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

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- 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.



**ARTICLE VII**  
**HOURS OF WORK / OVERTIME PAY**

- A. The regular pay period shall consist of forty-two (42) hours. A pay period shall consist of a (7) day work cycle as permitted and consistent with Title 29, sec. 207(k).
- B. All Officer's 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 (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 (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 (5) days, that Officer shall receive (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.

**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.

**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.

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**ARTICLE IX**  
**INCREMENTS**

- A. The salary scale existing at the end of 2003 shall be amended by the following percentages for the term of this agreement:

Jan. 1, through June 30, 2004 -	1.9%
July 1, through Dec. 31, 2004 -	1.9%
Jan. 1, through June 30, 2005 -	1.9%
July 1, through Dec. 31, 2005 -	1.9%
Jan. 1, through June 30, 2006 -	1.9%
July 1, through Dec. 31, 2006 -	1.9%
Jan. 1, through June 30, 2007 -	1.9%
July 1, through Dec. 31, 2007 -	1.9%

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

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**ARTICLE X**  
**LONGEVITY**

- A. Each Officer covered by this agreement shall be paid compensation based upon the length of his/her service with the City as fixed and determined by the following schedule:

After (5) years	2%
After (10) years	2.5%
After (15) years	3%
After (20) years	4%
After (24) years	6%

- B. The Officers longevity payments shall be paid in equal weekly installments as part of the base pay.
- C. Longevity shall be calculated from the anniversary date of hiring.

**ARTICLE XI**  
**DEFINITIONS**

**A.** Full-Time Employees

Full-time employees are all regular full-time 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 is the sole discretion of the Mayor, or in his absence, the Emergency Management Coordinator, create a threat to property, person or public welfare."

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**ARTICLE XII**  
**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 ten (10) 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 fifteen (15) 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

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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.

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**ARTICLE XIII**  
**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.



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**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.

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**ARTICLE XV**  
**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 XVI**  
**MEDICAL EXPENSES**

- A. Officers of the Gloucester City Police Department and their dependants 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 ( <b>Types II and III</b> ):	\$25.00
Calendar year maximum includes ( <b>Types I, II, III</b> ):	\$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 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 (65<sup>th</sup>) birthday or until such retiree obtains coverage elsewhere.

D. The City agrees to retain Dental, Optical and Prescription Coverage for all Officers and their dependants 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.

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**ARTICLE XVII**  
**CLOTHING & UNIFORM MAINTENANCE**

**/REPLACEMENT**

- A. Each Officer shall receive an allowance of \$1,150 in 2004 for the replacement and maintenance of clothing and equipment. The payment shall be made available with the first pay in May.
- B. In addition to the above, the City shall purchase and furnish all Officers with (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.
- C. 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.
- D. 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 (5) per year. A priority list will be supplied by the PBA to designate the order in which each vest will be issued.

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**ARTICLE XVIII**  
**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 XIX**  
**DURATION**

This agreement shall be in full force and effect from January 1<sup>st</sup>, 2004 through and including the 31<sup>st</sup> day of December 2007. 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 (90) days prior to such expiration date. Collective negotiations on the terms of the new agreement shall commence no later than (10) days thereafter.

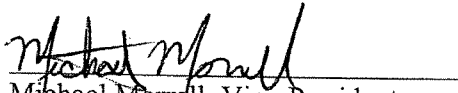
This agreement shall remain in full force and effect during collective negotiations between parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new agreement.


Gloucester City PBA Local #40

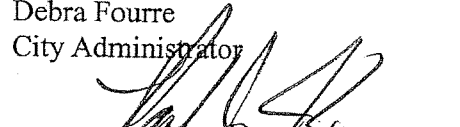
City of Gloucester City

  
Stephen Burkhardt, President

  
Thomas Kileourse  
Mayor

  
Michael Morrell, Vice-President

  
Debra Fourre  
City Administrator

  
Paul Kain  
Municipal Clerk

Seal

Police Officers	1/1/2004	7/1/2004	1/1/2005	7/1/2005	1/1/2006	7/1/2006	1/1/2007	7/1/2007	2003
Recruit in Academy	33,364	33,998	35,663	36,341	37,031	37,735	38,452	39,182	32,742
1 <sup>st</sup> Year	37,567	38,281	40,028	40,788	41,563	42,353	43,157	43,977	36,867
2 <sup>nd</sup> Year	41,771	42,564	44,392	45,236	46,095	46,971	47,863	48,773	40,992
3 <sup>rd</sup> Year	45,974	46,848	48,757	49,683	50,627	51,589	52,569	53,568	45,117
4 <sup>th</sup> Year	50,176	51,129	53,119	54,129	55,157	56,205	57,273	58,361	49,240
5 <sup>th</sup> Year	54,381	55,414	57,486	58,578	59,691	60,825	61,981	63,159	53,367
6 <sup>th</sup> Year	58,585	59,698	61,852	63,027	64,224	65,445	66,688	67,955	57,493
20 <sup>th</sup> Year	58,814	59,931	62,089	63,268	64,471	65,696	66,944	68,216	57,717
21 <sup>st</sup> Year	58,854	59,973	62,131	63,312	64,515	65,740	66,989	68,262	57,757
25 <sup>th</sup> Year	58,894	60,013	62,172	63,354	64,557	65,784	67,034	68,307	57,796
Detective	61,085	62,246	64,447	65,672	66,920	68,191	69,487	70,807	59,946
20 <sup>th</sup> Year	61,322	62,488	64,694	65,923	67,176	68,452	69,752	71,078	60,179
21 <sup>st</sup> Year	61,364	62,530	64,737	65,967	67,221	68,498	69,799	71,125	60,220
25 <sup>th</sup> Year	61,406	62,573	64,781	66,011	67,266	68,544	69,846	71,173	60,261