

**Collective Bargaining Agreement  
Between  
City of Gloucester City  
And  
Gloucester City Police Superior Officers Association  
January 1, 2001 to December 31, 2003**

## TABLE OF CONTENTS

### Preamble

- I Legal Reference
- II Recognition
- III Employee Rights
- IV Vacations
  - Earned Vacations
  - Number of Hours
  - Schedule Vacations
  - Reschedule Vacations
  - Pay During Vacations
- V Leave of Absence, Sick Leave & Other Leave
  - Military Leave
  - Leave Because of Death
  - Sick Leave
    - Number of Hours
    - Accumulation of Sick Leave
    - Personal Hours
- VI Other Benefits
  - Legal Expense
    - Provision
  - Police Technical Schools
  - Reimbursement of Expenses
    - Rates
    - Terms and Conditions of Reimbursement
    - Expenses
    - Other Assignments
- VII Hours of Work and Overtime
  - Hours of Work
    - Tours of Duty
    - Work Schedule
    - Permanent Shift Changes
  - Compensation
    - Overtime Rate

VIII Compensation

Special Compensation  
Overtime  
    Overtime Rate  
    Time of Payment  
Method of Payment  
Outside Work

IX Base Salary

X Longevity  
    Schedule of Longevity Rate

XI Definitions  
    Full Time Employee  
    Appropriation Unit  
    Accredited Representative  
    Officers  
    Members of the Family  
    School  
    Emergency

XII Grievance Adjustment Procedure  
    Procedure  
    Compensation of Expense for Impartial Hearing  
    Compensation of Time, Changes and Conditions  
    Of this agreement

XIII Court Appearance

XIV Retention of Benefits

XV Separability and Savings

XVI Medical Expenses

XVII Clothing Replacement/Maintenance Allowance

XVIII Other Items

XIX Signatures

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. 40a, hereinafter referred to as the "SOA".

WITNESSETH:

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 effected, 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 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 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 services 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.

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 funeral and to attend the service up to a maximum of five (5) days with pay at the established annual salary, shall be granted if such occurs during the time when an officer would be required to be on his normal tour of duty.

An Officer will receive five (5) days off for the death of spouse, mother, father, mother-in-law, father-in-law, brother, sister, child, and step-child.

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.

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.

3. 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 a hour's pay calculated by dividing the annual salary by 2080 hours.

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.

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 judgement, 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 pertains 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 employees 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 employees 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 PERS.

#### 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.

#### ARTICLE VII HOURS OF WORK

A. Work Schedule: Officers shall work in accordance with schedules posted by the Chief of Police.

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) days 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.

ARTICLE VIII  
COMPENSION

A. Overtime Pay

1. Rate: Overtime shall be paid to all officers at an hourly rate of one and one-half (1-1/2) 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 officers established salary by the appropriate number of pay dates in each year of the contract on a weekly basis.

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.

ARTICLE IX

A. ANNUAL INCREMENTS: The salary scale for the year of 2003 shall be:

Probationary Sergeant (less that 90 days continuous service)	\$60,500.00
Sergeant	\$66,826.11
Lieutenant	\$71,492.89

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

ARTICLE X

A. LONGEVITY: Each employee covered by this Agreement shall be paid compensation based upon the length of his or her service in the Gloucester City Police Department as fixed and determined by the following schedule:

1. Effective January 1, 2003 the following longevity schedule is in effect:

Years Of Service	Longevity Payment
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 in addition to and at the same time as 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 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 P.B.A. 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 is 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 ten (10) 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 fifteen (15) 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 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 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

A. For each off-duty upper court appearance, each employee covered by this Agreement shall be paid 8 hours of pay at straight time rates.

B. Payment for Municipal Court attendance shall be 4 hours of pay 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 or better than the current coverage or the S t a t e Health Benefit Plan at the time this agreement commenced.

During the course of this agreement the employee 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 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 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 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 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. Each Officer shall receive an allowance \$1,150.00 in 2003 for the replacement and maintenance of clothing and equipment. The payment shall be made available with the first pay in May of each year.

B. If an officer has expended the maximum of his annual allowance and part of his uniform is 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 C i t y . 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 S.O.A. 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

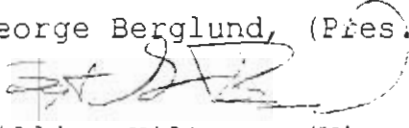
This agreement shall be in full force and effective from January 1, 2003 through and including the 31st day of December 2003. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein, at the time of expiration, written notice shall be given to the other 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.

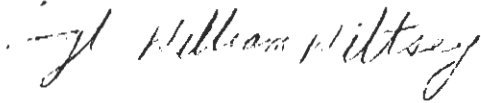
Superior Officers Association  
Gloucester City Policemen's  
Benevolent Association  
Local #40a

City of Gloucester City

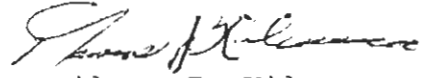
George Berglund, (Pres.)



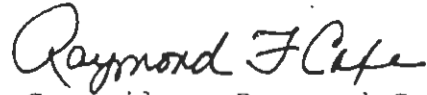
William Wiltsey, (Vice-Pres.)



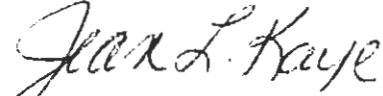
Mayor Robert Gorman



Councilman T. Kilcourse  
Finance Committee



Councilman Raymond Cox,  
Finance Committee



Councilwoman Jean Kaye  
Finance Committee