

2781

AGREEMENT

Between

CITY OF GLOUCESTER CITY

and

**GLOUCESTER CITY POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL NO. 40**

1997 THROUGH 2000

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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 NO. 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 such 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 policeman such rights as he may have under any other applicable laws and regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

C. 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 members of the Police Department, excluding the 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 policeman 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 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 PBA 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 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 department is not effected, as determined by the Chief. The PBA delegate shall be given off from the 12-8, 8-4, or the 4-12 shift on the day of the 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 NJSA 40A:14-177.

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 Days

(a) Officers who have not completed up to three (3) years of service shall have one (1) working day of vacation for each full month of continuous service, rendered from the date of employment. The maximum number of vacation days during this period will be twelve (12) days per year.

(b) Officers who have completed three (3) years but not more than eleven (11) years of service shall be granted fifteen (15) days vacation or three (3) working weeks, should a working week be extended to greater than five (5) working days.

(c) Officers who have completed eleven (11) years but not more than nineteen (19) years of service shall be granted twenty (20) days vacation or four (4) working weeks, should a working week be extended to greater than five (5) working days.

(d) Officers who have completed nineteen (19) years but not more than twenty three (23) years of service shall be granted (25) twenty-five days of vacation or five (5) working weeks, should a working week be extended to greater than five (5) working days. As of December 28, 1996 Officers who have completed nineteen (19) years but not more than twenty four (24) years of service shall be granted twenty-five (25) days of vacation or five (5) working weeks, should a working week be extended to greater than five (5) working days.

VACATIONS (cont.)

(e) Officers who have completed Twenty Three (23) years or more of service with the Gloucester City Police Department shall be granted thirty (30) days of vacation or six working weeks.

(f) Five (5) days, or one (1) week of vacation should a working week be extended to greater than five (5) days, may be taken on a one (1) day at a time basis.

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 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 and the officer is required by the Chief to work during his vacation period, 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 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 of 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 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.

LEAVE OF ABSENCE (Cont.)

B. Sick Leave

1. Number of Days An officer is entitled to one (1) day's sick leave pay for each month of service, from the date of appointment to December 31st of that year. Thereafter, fifteen (15) days of paid sick leave 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 137 days. This shall supersede the past practice of early retirement.

3. Any employee who has accumulated a minimum of one hundred (100) days may at the end of the year request payment of up to 15 days 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 day's pay calculated by dividing the annual base pay by 260 days.

C. Other Leave

1. Each employee may use a maximum of two (2) personal days, non-accumulative, per year on a non-restrictive basis. 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 a PERSONAL DAY.

ARTICLE VI

OTHER BENEFITS

A. 1) Legal Expense 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 PBA in each year of the contract beginning in January 1998. Such payment will be made upon an invoice from the association and shall be credited by the association to the members who have contributed to the plan in the prior year not to exceed \$120.00 per member.

B. Police Academy and Police 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) The City of Gloucester shall compensate any unit employee who, with the prior approval of the Mayor or his designee attends and successfully completes his/her schooling in a course of training which is job classification related.

OTHER BENEFITS (Cont.)

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) 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.

5) 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 the 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.

6) 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.

OTHER BENEFITS (Cont.)

7) Gloucester City agrees to compensate each unit employee hired prior to June 1st, 1993 the sum of thirteen dollars (\$13.00) per college credit on a per annum basis for all college credits obtained after January 1, 1985. An annual compensation of thirteen dollars (\$13.00) 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) Gloucester City agrees to compensate each unit employee hired after June 1st, 1993 and having served 1 year of active service, the sum of seven hundred dollars (\$700.00) upon completion of an Associates Degree and one thousand four hundred dollars (\$1,400.00) for the completion of a Bachelors Degree. Each degree must be earned with a "C" or above cumulative average.

9) 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 ten (\$10.00) dollars 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 (\$0.25) cents 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) 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 AND OVERTIME

A. Hours of Work

1. Tours of Duty An officers tour of duty shall be eight (8) hours per day.
2. Work Schedule Officers shall work in accordance with schedules posted by the Chief of Police.
3. 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.
4. Day Work Detective In the absence of the day work Detective for 3 (three) or more days, the other Detective's shift would change to day work. All current agreements regarding shift changes will remain in effect.

B. Compensation

1. Overtime will be paid at the rate of time and one-half (1-1/2) for all hours worked over the normal weekly hours.
2. In the event of recall to duty for any reason, an employee shall be guaranteed a minimum of four (4) hours pay at the rate of time and one-half (1-1/2) the regular rate of pay.
3. A minimum of five (5) days notice shall be given to any Officer prior to that Officer's duty schedule being changed. If the Officer's schedule is changed within five (5) days, that Officer will be paid at 1-1/2 time rate for time worked as a result of the change, unless an emergency is declared by the Mayor.

ARTICLE VIII
COMPENSATION

A. Special Compensation

The City agrees to pay in June, 1997 all officers Two (2%) of their prior year's salary. Starting in January 1998 the two (2%) shall be incorporated in the base and paid regularly in weekly installments FOR ALL EMPLOYEES UPON ENTERING THEIR 20TH YEAR OF SERVICE. This percentage however shall not be included in any calculation to determine longevity and/or severance pays including the daily rate on pay out of sick leave. All such payments shall begin in January of the calendar year following the anniversary date of the officers attaining the required service.

B. Overtime Pay

1. Rate Overtime shall be paid to all officers at an hourly rate on 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.

C. 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. In 1997 this will be 53 and subsequent years will be calculated accordingly.

D. Outside Work

Outside work performed by city police officers will be billed through the city and paid to the officers when the city has been compensated. An administrative fee of (\$0.50) hr. will be added on to the hourly rate along with any additional employee benefit expenses.

ARTICLE IX

A. ANNUAL INCREMENTS

The salary scale existing at the end of 1996 shall be amended by the following percentages in each year of the contract:

1997 - 3%

1998 - 3%

1999 - 3%

2000 - 4%

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 Police Department as fixed and determined by the following schedule:

1. Effective January 1, 1987 the following longevity schedule is in effect:

<u>Years of Service</u>	<u>Longevity Payment</u>
After 5 years	2%
After 10 years	2.5%
After 15 years	3%
After 20 years	4%
After 24 years	5%

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 includes 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 Patrolman's Benevolent Association Local No. 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 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 PBA representatives. Should a dispute arise between the City, The PBA and any member officer as to the meaning, application or operation of any provision of this 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 entirety, shall be as follows:

STEP 1: The appropriate PBA 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 PBA, 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 PBA, 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

GRIEVANCE ADJUSTMENT PROCEDURE (Cont.)

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

a. The reasonable compensation and expenses, 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 this agreement.

a. 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.

b. 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.

c. 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

HOLIDAYS AND COURT APPEARANCE

A. All employees covered by this agreement shall receive fourteen (14) paid holidays in calendar years 1997, 1998, 1999, and 2000. Six (6) of these holidays shall be paid in the first week of June, and eight (8) shall be paid in the first week of December. The employee shall be entitled to take up to five of these days as days off in lieu of pay based on the following conditions:

- (1) The request is made at least five working days prior to the requested time off.
- (2) No other member of the shift is off.
- (3) No overtime will be incurred by the City of Gloucester due to the time off request.
- (4) No request will be approved if received after November 1, 1994.
- (5) The Chief of Police or his designated representative shall have sole discretion for approval or disapproval of the request.

Employees upon entering their 20th year of service shall receive the Holiday Payment in installments equal to the number of weekly pays in 1998, 1999, and 2000. This payment shall be part of the base pay for those years but shall not be included in calculations for longevity, any severance pay such as accumulated sick leave, and overtime not covered under the FLSA. All such payments shall begin in January of the calendar year following the officer attaining the required service.

B. 1. For each off-duty upper court appearance, each employee covered by this Agreement shall be paid on one (1) day pay at straight time rates.

2. Payment for Municipal Court attendance shall be increased to 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 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 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. Effective January 1, 1997 the City agrees to provide family Dental, Optical and Prescription coverage with a City selected carrier for all employees. Said coverage not to be less than:

1. Dental Coverage

Preventive (Type 1) Plan pays 100%

Plan includes:

Fluoride Treatment

Oral Examination

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

Fillings

Root Canal Therapy

Extractions

Major (Type III)

Plan pays 50% after applicable deductible

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

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: \$4.00 per prescription or \$2.00 for generic drugs.

c. The City of Gloucester agrees to provide for a complete annual physical examination for any officer who has reached his thirty-fifth (35th) birthday.

d. 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.

e. 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 the full coverage.

ARTICLE XVII

CLOTHING REPLACEMENT/MAINTENANCE ALLOWANCE

A. Each Officer shall receive an allowance \$825.00 in 1997, \$875.00 in 1998, \$925.00 in 1999 and \$975.00 in 2000 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 it with the approval of the Mayor or his Designee.

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 if the Mayor or his designee deems it necessary. This shall be in addition to the annual allowance for each officer.

E. Each new officer will receive a bullet proof vest, purchased by the City, of comparable quality to those provided to all current officers by the C.O.P. Committee. 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 Union to designate the order in which each vest will be issued.

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.

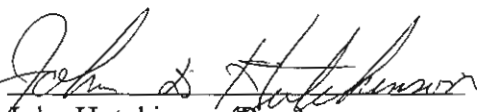
ARTICLE XIX

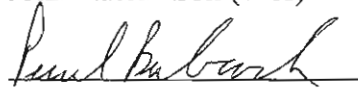
This agreement shall be in full force and effect from January 1, 1997 through and including the 31st day of December 2000. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein, at the time of expiration, written notice shall be given to the other party 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 Policeman's
Benevolent Association Local #40


City of Gloucester

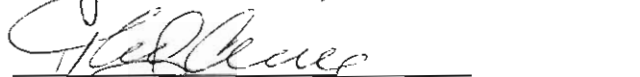

John Hutchinson (Pres)

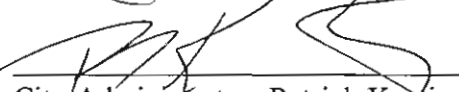

Paul Babcock, (Vice-Pres.)


Mayor Robert Gorman


Councilman Salvatore Russo, Finance Committee


Councilman John Simila, Finance Committee


Councilman Thomas Curran, Finance Committee


City Administrator, Patrick Keating