

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF ATLANTIC CITY
AND
ATLANTIC CITY POLICE SUPERIOR OFFICERS' ASSOCIATION
July 1, 2022 through December 31, 2025**

**CONFIDENTIAL AND NOT SUBJECT TO OPRA
FOR SETTLEMENT PURPOSES ONLY**

The following Memorandum of Agreement ("MOA") is a draft for settlement purposes only. This MOA shall be reviewed only by the representatives of the City of Atlantic City ("City") and the Atlantic City Superior Officers' Association ("SOA"). Upon approval of this draft, it shall be executed by the designated representatives of each party. The executed MOA will then be subject to approval by the New Jersey Department of Community Affairs' Division of Local Government Services, the appropriate authority for the City and the full membership of the SOA. All items tentatively agreed upon are subject to final agreement on the entire MOA. All provisions of this MOA are deemed to be modifications of the 2013-2015 collective negotiations agreement ("CNA") between the City and SOA as modified by the 2016-2018 MOA entered into by the parties in the June 7, 2017 Implementation Memoranda and the November 17, 2017 Settlement Agreement and filed with the Superior Court of New Jersey, County of Atlantic on January 16, 2018. All other provisions of the 2013-2015 CNA not modified by this MOA, the 2016-2018 MOA entered into by the parties, the June 7, 2017 Implementation Memoranda and the November 17, 2017 Settlement Agreement entered into by the parties and filed with the Superior Court of New Jersey, County of Atlantic on January 16, 2018, shall continue in full force and effect.

Furthermore, the parties agree as part of this MOA to prepare a revised settlement agreement incorporating the changes contained within this MOA, as well as all prior modifications of the 2013-2015 CNA between the City and the SOA as modified by the 2016-2018 MOA entered into by the City and the SOA, the June 7, 2017 Implementation Memoranda and the November 17, 2017 Settlement Agreement entered into by the City and the SOA and filed with the Superior Court of New Jersey, County of Atlantic on January 16, 2018. Drafting one, controlling agreement that incorporates all changes made throughout these documents will help eliminate confusion.

ARTICLE II – INTERPRETATION

AMEND SUBSECTION B AND MODIFY THE LANGUAGE TO ADD A NEW SUBSECTION D. AS FOLLOWS:

D. The Municipal Stabilization and Recovery Act ("MSRA"), P.L. 2016, c. 4., as amended by P.L. 2021, c. 124., is controlling and all parties reserve any and all rights, claims, positions and defenses thereunder.

ARTICLE XIII – SPECIAL LEAVES

City to provide a maternity leave policy within 60 days to be approved by DLGS.

ARTICLE XXII – COMMAND DIFFERENTIAL

AMEND THE ARTICLE AS FOLLOWS:

A. ~~All members of the bargaining unit shall receive a three (3%) percent Command Differential of their base salary.~~

B. ~~The differential for employees trained as bomb technicians shall be in the amount of one (1%) percent of their base salary. Any commander assigned to the SWAT Team, Bomb Squad, and/or Crisis Negotiation Team (“CNT”), shall receive an annual \$1,500.00 stipend to be paid in prorated, equal amounts over each pay period. For example, if there are 26 pay periods in the calendar year, the \$1,500 stipend will be divided by 26 and that amount will be paid in each pay period. The stipend will cease upon the date the commander resigns, is removed, or otherwise vacates the SWAT Team, Bomb Squad, and/or CNT, or if the commander is demoted from a command position.~~

C. Any employee hired on or after January 1, 2016 shall not be entitled to receive any Command Differential payment, except as permitted in subsection B above.

ARTICLE XXV – OVERTIME

MODIFY ARTICLE XXV AS AMENDED BY THE NOVEMBER 17, 2017 SETTLEMENT AGREEMENTS AS FOLLOWS:

~~The parties agree that the City of Atlantic City (“City”) may implement a twelve (12) hour work schedule for all sworn law enforcement officers commencing on or before January 1, 2018. All sworn law enforcement officers will be entitled to overtime compensation for all hours worked in excess of eighty-six (86) hours over a fourteen (14) day work period in accordance with the Fair Labor Standards Act Section 207(k); 29 C.F.R. Part 553.230. Effective July 1, 2022, overtime shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off. It is further agreed that sick leave, vacation leave, personal leave and/or Kelly time shall not count as hours worked for overtime purposes.~~

ARTICLE XXVII – SICK AND INJURED

SICK LEAVE SHALL REMAIN ONE HUNDRED TWENTY (120) HOURS OF SICK LEAVE TO BE CREDITED TO ALL EMPLOYEES FOR EACH YEAR OF EMPLOYMENT.

Sick Leave Incentive Program: In the event that an employee utilizes no sick time during the period of January 1 through June 30, s/he shall be paid a sick leave incentive payment of \$500.00. If the employee takes no sick time during the period of July 1 through December 31, s/he shall be paid a sick leave incentive payment of \$500.00. Donated sick time to other officers shall not affect the foregoing incentive entitlement, but Donated Leave requests shall be

processed by the City's Human Resources Department in accordance with the City's Donated Leave Program.

ARTICLE XXVIII – VACATIONS

AMEND THE LANGUAGE AS FOLLOWS: Effective January 1, 2023, any full-time sworn officer promoted to the rank of lieutenant or captain prior to July 1, 2022, who was hired prior to January 1, 2013, shall receive 267 hours of vacation time. Effective January 1, 2023, any full-time sworn officer promoted to the rank of lieutenant or captain prior to July 1, 2022, who was hired on or after January 1, 2013, shall receive 231 hours of vacation time. Effective January 1, 2023, any full-time sworn officer hired prior to July 1, 2022, but promoted to the rank of lieutenant or captain on or after July 1, 2022, shall receive 220 hours of vacation time; however, those already promoted to sergeant prior to July 1, 2022 and, therefore, received 231 hours of vacation time will be grandfathered in and continue to receive the 231 vacation hours. Effective July 1, 2022, any full-time sworn officer promoted to the rank of lieutenant or captain that was hired after July 1, 2022 shall maintain the same vacation schedule as patrol officers hired after July 1, 2022 (see table below).

Effective July 1, 2022, each member of the Department hired on or after July 1, 2022, in the capacity of a full-time sworn officer, who has had the length of continuous employment specified in the chart below, shall be entitled to the time shown:

Years 1 through 5	110 hours
Years 6 through 10	132 hours
Years 11 through 15	165 hours
Years 16 through 20	198 hours
Years 21 +	209 hours

~~The parties agree to eliminate the new vacation tier for all employees employed after January 1, 2013 (which was set forth in the June 7, 2017 Implementation Memorandum) and afford all employees the vacation schedules as follows:~~

First through Third year of employment:	Ninety six (96) hours per year
Fourth year of employment	One Hundred Twenty Eight (128) hours per year
Fifth year of employment	One Hundred Sixty (160) hours per year
Sixth year of employment and thereafter	One Hundred Ninety Two (192) hours per Year

ARTICLE XXXII – SCHEDULE OF SALARY

REPLACE ARTICLE XXXII WITH THE FOLLOWING LANGUAGE:

A. Effective upon ratification, the pay scale for all current lieutenants and captains shall be as follows:

Step	Current	7/1/2022	1/1/2023	1/1/2024	1/1/2025
Lieutenant	115,000	124,000	128,200	135,800	141,000
Captain	125,000	134,000	142,302	150,738	157,920


B. The above salary table is not intended to eliminate any additional monies or compensation a member of the police force is currently receiving in connection with paragraph 3 of the parties' prior settlement agreement, a copy of which is attached hereto.

ARTICLE XLII – DURATION

MODIFY ARTICLE AS FOLLOWS:

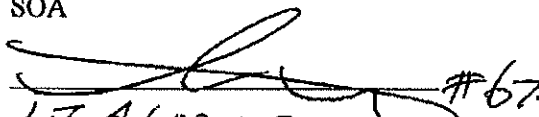
This MOA shall be in full force and effect from July 1, 2022 through December 31, 2025. The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this agreement shall commence the first week of September 2025. In the event no successor Agreement is completed before December 31, 2025, the present contract will continue in force until such time that a successor contract goes into effect.

CITY OF ATLANTIC CITY



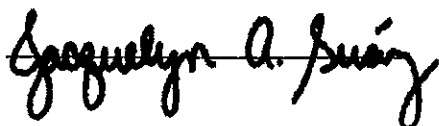
Mayer, Marty Small, Sr.

SOA



LT. A. LEONARDO #670
SOA PRESIDENT: 8/8/22

STATE OF NEW JERSEY



08-11-2022 Jacquelyn A. Suarez