

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2022 thru ~~12/31~~ 12/31/2024 Salem Police
12/31/2024

Employer: City of Salem
County: Salem
Date: 3-30-23
Name: Ben Anselco
Print Name
Title: ADMIN/CLERK
[Signature]
Signature

Kewitt
copy

AGREEMENT
between the
CITY OF SALEM
and the
SALEM POLICE OFFICERS' ASSOCIATION
FOP LODGE No. 6

JANUARY 1, 2022 through DECEMBER 31, 2024

CITY OF SALEM
COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN
THE MAYOR AND COMMON COUNCIL OF THE CITY OF SALEM AND
THE SALEM POLICE OFFICERS' FOP

THIS AGREEMENT, entered into this 8th day of August, 2022, by and between THE MAYOR AND COMMON COUNCIL OF THE CITY OF SALEM (hereinafter the "City" or "Employer"), and THE SALEM POLICE OFFICERS' ASSOCIATION OF FRATERNAL ORDER OF POLICE LODGE 6 (Hereinafter the "FOP," "unit," or employee).

ARTICLE II NEGOTIATION PROCEDURES

A. The parties agree to enter into collective negotiations as soon as possible over a successor agreement to be applicable to the year 2024, or any such additional years as agreed to.

B. The parties agree to conduct such collective negotiations in accordance with procedures established by the Public Employment Relations Commission in a good-faith effort by both parties to reach continuing agreement on salaries and other conditions of employment and other matters mutually agreed upon as subject matters of negotiations.

C. Any agreement so negotiated shall apply to all members of the negotiation until herein defined and shall be reduced to writing and signed by both parties.

D. Members of the unit shall suffer no loss of pay for participation in negotiations or grievance procedure mutually scheduled during working hours of the participating unit member or members serve on the negotiation committee for the FOP,

E. The City agrees not to negotiate with any bargaining unit member individually or with any organization other than the FOP during the term of this Agreement.

F. By mutual agreement, the parties hereto may discuss a matter of significant impact and, if agreement is reached to do so, may amend this Agreement in writing.

3. If the matter is not resolved to the satisfaction of the grievant, he may set forth his written grievance to the Department Head or Chief of Police within fifteen (15) working days of receipt of the immediate supervisor's determination. Prior to submission of the grievance to the Department Head or Chief of Police, said aggrieved unit member shall forward a written copy of his grievance to the President of the FOP and, at that time, or at any point in the grievance procedure, thereafter, said aggrieved unit member may elect representation by an FOP representative. The Department Head or Chief of Police shall communicate his written response to the grievance within fifteen (15) workdays after it is received by him.

4. A unit member not satisfied with the decision of the Department Head or Chief of Police may refer his grievance into the Chairman of the Police Committee or, if he is unavailable, to another member of the Police Committee. Upon request of the FOP, a hearing before the Police Committee shall be granted to the aggrieved unit member and his designated representative. The Police Committee shall as a body consider said grievance and, within fifteen (15) workdays of receipt of said grievance, issue to the unit member and to the FOP a decision. The Department Head or Chief of Police does not have a vote at this level of grievance,

5. If the matter is not resolved satisfactorily at the Police Committee level and the FOP finds the grievance to be meritorious, the matter shall be submitted to the Public Employment Relations Commission for arbitration by the FOP within thirty (30) calendar days, subject to the rules and regulations therefrom. The decision of the arbitrator shall be binding. The arbitrator is directed to decide, as a preliminary question, whether the arbitrator has jurisdiction to hear and decide the matter in dispute.

- a. The arbitrator shall be bound by the provisions of this Agreement and by the applicable laws of the State of New Jersey and the United States and decisions of the courts of the State of New Jersey and the

the grievant fails to act according to the requirement of this article, the grievance shall be considered abandoned.

ARTICLE IV MANAGERIAL RIGHTS

Subject to the provisions of this Agreement, the Mayor and Common Council of the City of Salem, the Police Committee, and the Department Head or Chief of Police reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibilities to supervise, manage, and administer the Police Department.

ARTICLE V FOP RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Laws 1974, the City hereby agrees that every full-time regular police officer and violation officer shall have the right freely to organize, join, and support the FOP and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hourly wages or any terms or conditions of employment by reason of his membership in the FOP 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 and conditions of employment.

B. Unit members shall not be disciplined or discriminated against because of their religious or political beliefs, nor because of the conduct of their personal life, except as far as it affects their performance as members of the Police Department of the City of Salem and is contrary to the laws and regulations of the State of New

for any portion of the year during which the member is assigned to that unit. All Investigation Unit and any other specialist assignments will be made by the Chief of Police in writing. When making any specialist or Investigation Unit assignments, the Chief of Police shall consider seniority and rank along with other pertinent qualifications. All investigative unit members will receive ten (10) hours monthly compensatory time for the time in which they are on call.

B. OVERTIME.

1. All unit members shall be paid at a rate one and one-half times their base hourly rate for hours worked in excess of eight (8) hours per day or the requisite number of hours in a block of the shift cycle of an average of forty (40) hours per work week, except time spent in the City of Salem Municipal Court or County or Superior Court giving testimony or otherwise in furtherance of their duties which is provided for hereinafter. In lieu of cash payment for overtime, a unit member may elect to take compensatory time off at one and one-half times for each hour of overtime worked. Such time is to be granted within a reasonable time of the request for such compensatory time made to the Department Head or Chief of Police subject to the condition that it not unduly interrupt departmental operations.

Court appearances required while on an off-duty status shall entitle a unit member to additional compensation of a minimum of two (2) hours pay on a straight-time basis. However, the time actually worked shall be compensated at one and one-half times the unit member's base hourly rate rather than on a straight-time basis. In lieu of cash payment for court time, a unit member may elect to receive compensatory time off from regular duty, on an overtime basis, for the balance, if any, of the two-hour minimum of straight time compensation. Such time is to be granted within a reasonable time of the request for such compensatory time made to the Department Head or Chief of Police subject to the condition that it not unduly interrupt departmental operations.

Employees hired after January 1, 2011, shall not enjoy longevity.

In addition, longevity payment shall be pro-rated to be concurrent with the number of paychecks issued during the course of the year, and shall be incorporated therein, and all deductions, including pension, shall be based upon the aggregate amount. Longevity payments shall commence with each year of service, and longevity payments are to be credited at the beginning of each year of service.

E. **SHIFT DIFFERENTIAL.** Effective upon the signing of this agreement an amount shall be added to the hourly rate of unit members' salary according to the following schedule:

Shift Number 1: 0600-1800 hours \$0.00

Shift Number 2: 1800-0600 hours \$0.85 per hour

F. **ACTING SHIFT SUPERVISOR.** Any officer who works as an acting shift supervisor shall receive the rate of pay for the higher rank for all time worked in the higher rank. Any detective who works as Acting Sergeant of Detectives shall receive a \$0.50 per hour differential.

ARTICLE VII VACATIONS

A. **VACATION.** Annual vacation leave with pay shall be earned at the following rates:

after one year of service — 104 hours commencing with

five years of service — 128 hours commencing with ten

with ten years of service — 152 hours commencing

with fifteen years of service — 176 hours commencing

with twenty years of service — 208 hours

1. Prime time is defined as the month of June, July, and August. Prime time vacations will be allowed as follows:

7. A unit member may, at his option, elect not to take up to forty (40) hours of vacation per year and may carry them over as additional vacation days for the next year. The total of forty (40) hours is the maximum allowed to be held in reserve.

ARTICLE VIII
HOLIDAYS

A. HOLIDAYS.

1. The following holidays shall be recognized with time-and-one-half if a member works outside of his normal work schedule:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	General Election Day
Memorial Day	
Juneteenth Day	

Members who work their regularly scheduled shift on the foregoing holidays will receive no additional compensation.

2. The following four recognized paid holidays shall be designated as major holidays and unit members who work their regularly scheduled shift on those holidays shall receive additional compensation of ten hours of straight time:

Good Friday	Thanksgiving Day
Independence Day	Christmas Day

Members who work outside of their normal work schedule on the foregoing holidays shall receive double-time-and-one-half.

2. Any amount of sick leave allowance not used in any calendar year shall be accumulated to the unit member's credit from year to year to be used if and when needed for that purpose.

C. REPORTING ABSENCE ON SICK LEAVE.

1. If a unit member is absent for reasons that entitle him to sick leave, his supervisor shall be notified as soon as possible prior to his (the unit member's) starting time.

(a) Failure to notify his supervisor may be cause of denial of the sick leave for that absence and constitute cause for disciplinary action.

D. VERIFICATION OF SICK LEAVE

1. A unit member who shall be absent on sick leave for three (3) consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The C may require proof of illness of a unit member on sick leave. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City may require a unit member who has been absent because of personal illness to be examined at the expense of the City as a condition of his return to duty. Such An examination shall establish whether the unit member is capable of performing his normal duties and that his return does not prejudice the health of other employees.

4. In all cases of reported illness or disability which does not require hospitalization, the Employee shall remain at his local residence. However, should it become necessary for the Employee to visit a health care provider or a drug store or change his place of confinement, he shall notify the Department Head or his

physician exists, the Department Head reserves the right to require the Employee to submit to an examination by a third physician.

9. If an Employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift except in emergent circumstances. Failure to notify the Department Head or his designated representative may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action. An Employee who is absent for five (5) consecutive days or more and who does not notify the Department Head or some other reasonable representative of the Employer of any of the first five (5) days may be subject to dismissal barring extenuating circumstances.

10. Habitual absenteeism or tardiness may be causes for discipline up to and including discharge.

11. Any Employee who calls in sick and engages in outside employment shall be subject to disciplinary action.

E. UNUSED SICK LEAVE. Upon retirement, a unit member shall receive his current daily salary times one-half the number of unused sick days he has accumulated, not to exceed Fifteen Thousand dollars (\$15,000.00). It is understood that further costs of this item will be calculated in the appropriate economic package, pursuant to Arbitration Award, page 4, June 1, 1979.

F. BEREAVEMENT LEAVE.

1. In case of death in the immediate family, a member shall be granted leave with pay at his regular rate of pay for a maximum of forty-eight (48) hours starting on the day of death or on the day following the death, exclusive of any schedule day off.

3. The Employer reserves the right to change insurance providers in Paragraph A(1) and (2) so long as substantially similar benefits are provided.

B. The City shall provide false arrest insurance with coverage for unit members as well as for the City.

C. The City shall provide personal injury liability to third persons coverage for unit members using a City vehicle or their own vehicles when so directed by the City, as well as coverage for their own bodily injury.

D. The City shall provide Worker's compensation insurance.

E. The City shall provide the New Jersey State Disability Insurance Program.

F. The City shall provide the comparable level of dental benefits as exists as of December 2004, covering individual, husband/wife, parent/child and family coverage for all unit members.

G. The City shall pay up to a total of Two Hundred Fifty Dollars (\$250.00) every other year for eye care, including examinations and/or corrective lenses, upon submission of a proper bill for same during the life of this Agreement for unit members and their eligible dependents,

H. The City shall provide the State Health Prescription Plan for current employees (not retirees) Ten Dollar (\$10.00) co-pay for brand name drugs and Five Dollars (\$5.00) co-pay for generic drugs.

I. Chapter 78, Laws of 2011 shall be applicable to this bargaining unit.

ARTICLE XI CLOTHING AND SHOE ALLOWANCE

1. The clothing allowance shall be \$650 per year. These funds shall be provided to employees in a separate check on or before the first pay period in March,

ARTICLE XIII PATROL CAR

A. All patrol cars shall be purchased with the police "package" as well as A.M. radios and air conditioning. Although every effort shall be made to maintain the radios and air conditioning in operating condition, the malfunction of said equipment on any given occasion shall not be grounds for refusal to operate said patrol cars.

B. All patrol cars shall be maintained by the City in safe operating condition. No disciplinary action may be instituted against an officer for refusal to operate a patrol car he believes to be in an unsafe and unlawful condition, provided that said officer reports the deficiency to his supervisor as soon as practicable, and further provided that the said supervisor concurs in the officer's report of deficiency in the condition of the patrol car, the concurrence to be in the form of a written report filed with the Department Head or Chief of Police setting forth a full explanation of the deficiency.

ARTICLE XIV MILEAGE/MEALS

Effective upon ratification of this Agreement, when a unit member must use his own vehicle in the course of, or related to his duties and approval for such use has been granted, said unit member shall be reimbursed for such use at the IRS mileage reimbursement rate

Meals will be reimbursed up to a maximum of \$15.00 with a receipt. Reimbursement for mileage and meals will be made within the next bill paying cycle.

ARTICLE XV CLEANING OF UNIFORM

A. For the calendar years of this contract, the City shall continue to provide dry cleaning of up to four (4) sets per week of regular uniforms of uniformed employees in the bargaining unit. A set of regular uniforms is defined as one each of uniform shirt, pair of trousers, and jacket as needed.

D. A television will be permitted in the police dispatching radio room in accordance with the following regulations:

a. The television will not be used between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on special occasions on which permission is secured from the Department Head or Chief of Police.

b. Maintenance and Replacement will be the responsibility of the employees.

E. As of January 1, 2022, employees "Kelly Time" is now included in the base salary.

ARTICLE XVIII EVALUATION PROCEDURE

A. All members shall be evaluated by their supervisor once every six (6) months, to be followed by a written formal evaluation report and by a conference between the member evaluated and his superior for the purposes of edifying any differences, extending assistance for their correction, and improving performance. All monitoring of the work performance of a member shall be conducted openly with full knowledge of the member.

B. Members shall be evaluated by their immediate supervisor or designee of the Chief of Police.

C. A member shall be given a written copy of any evaluation report prepared by his superior at least one (1) day before any conference to discuss it. Such a conference shall be held within five (5) working days of the member's receipt of such report except for extenuating circumstances. No such report shall be placed in the member's personnel file or otherwise acted upon without prior conference with the member.

D. If an evaluation or written material from a member's personnel file is to be used for disciplinary action against a member, including withholding of or delay

that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards as furnished by the FOP to the City, or in reliance upon the official notification on the letterhead of the FOP and signed by the President of the FOP advising of such changed deduction.

ARTICLE XX SEPARABILITY AND SAVINGS CLAUSE

If any provisions of this Agreement or any application of this Agreement to any unit member or employee 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 XXI POLICE BILL OF RIGHTS

A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide-ranging powers and duties given to the Division and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force, these questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous then the officer shall be advised. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the force is being interrogated only as a witness only, he should be so informed at the initial contact. But if the member is the subject of a disciplinary investigation which may result in suspension or discharge, he shall have the opportunity to obtain representation by the FOP or by legal counsel before any questioning occurs.

8. All police officers shall have access to their individual personnel file upon reasonable notice to the Chief of Police or his designee. No separate personnel file shall be established which is not available for an officer's inspection. Copies of any documents in an officer's personnel file shall be available upon payment of reasonable fees to the City for reproduction expenses in accordance with policies in effect at the time of the request.

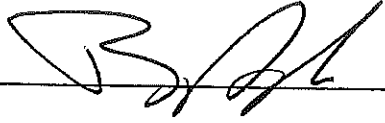
9. The provisions herein represent the minimum protection to be accorded police officers and shall be superseded by any greater protection provided by law or regulations.

ARTICLE XXII TERM OF AGREEMENT

THIS AGREEMENT shall be effective immediately and shall be binding upon the parties from January 1, 2022, through December 31, 2024. The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this Agreement shall commence no later than one hundred and twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiations sessions must take place before either party can file for Interest Arbitration the Public Employment Relations Commission ("PERC"). The terms of this Agreement shall remain in full force and effect until said successor agreement is reached.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first written below:

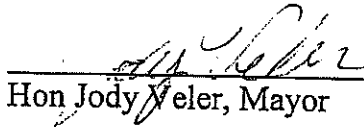
Attest:



8-2-22


Date

City of Salem:

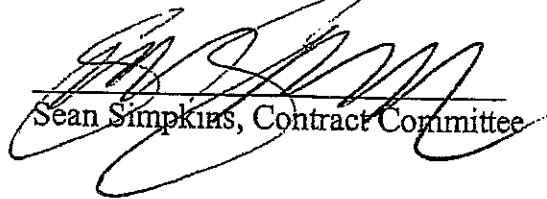


Hon Jody Weler, Mayor

Salem Police Officers Association:



Andrew McDonald, President



Sean Simpkins, Contract Committee