

A G R E E M E N T

between the

CITY OF SALEM

and the

**SALEM POLICE OFFICERS' ASSOCIATION
FOP LODGE #6**

January 1, 2004 through December 31, 2006

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**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 _____ day of _____, 2004, 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, AND AN AFFILIATE OF THE FRATERNAL ORDER OF POLICE – N.J. LABOR COUNCIL, INC., FRATERNAL ORDER OF POLICE, (hereinafter the "FOP" "unit" or employee).

ARTICLE I

RECOGNITION OF FOP

A. The City hereby recognizes the FOP as the exclusive bargaining representative as defined in P.L. 1974, c.123, for collective negotiations concerning the terms and conditions of employment for the bargaining unit consisting of all regular full time police officers of the Police Department of the City of Salem (hereafter the “unit members”).

B. The FOP and the City, recognizing the importance of an orderly, just, and expeditious agreement on the terms and conditions of employment, and also the orderly, just, and expeditious resolution of grievances, agree that this Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations, and further agree to be bound by its terms, which terms they intend to cooperatively and in good faith honor, support, and seek to fulfill.

C. Nothing contained herein shall be construed to deny or restrict to any unit member such rights or privileges he may have been granted by court decisions, statutes, or regulations. Similarly, the terms and conditions of this Agreement shall supersede and replace any inconsistent previously adopted policy, rule, or regulation. The City shall, as soon as practicable after execution of this Agreement, adopt and issue rules and regulations which conform with and are consistent with the Agreement.

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 2007, 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 unit 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.

ARTICLE III

GRIEVANCE PROCEDURE

A. PURPOSE AND DEFINITION. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to questions which may arise affecting the terms and conditions of employment. Nothing herein shall be construed as limiting the right of any Employee having a grievance, to discuss the matter informally with any appropriate member of the Department. A grievance is defined as any question or dispute between the City and the FOP arising over (1) the interpretation, application, or alleged violation of the terms of this Agreement, or (2) any controversy arising out of policies, or administrative decisions affecting the negotiable terms and conditions of employment. A grievance may be raised by an individual, a group of individuals, or the FOP on behalf of the individual(s). The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual written consent.

B. GRIEVANCE PROCEDURE.

1. Time Limits. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The specified time limits, however, may be extended by mutual agreement.

2. Any unit member who has a grievance shall institute action within fifteen (15) workdays of the occurrence by first discussing the matter informally with his immediate supervisor. Workdays is defined by City Clerk work hours. Every effort should be made to settle the differences at this level. The immediate supervisor shall communicate his written response to the grievance within five (5) days after it is received by him.

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 five (5) 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 ten (10) days 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 in writing to 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 ten (10) days of receipt of said grievance, issue to the unit member and to the FOP a written 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) 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 United States. The arbitrator shall not have the authority to add to, modify, detract from or alter the provisions of this Agreement or any amendment or supplement thereto. In rendering his written award, the arbitrator shall indicate his findings of fact and reasons for the decision.

The arbitrator's decision shall be final and binding upon the parties subject to applicable court proceedings.

- b. The costs for the arbitrator's services shall be borne equally by the Employer and the FOP .
- c. Only one issue at a time may be submitted to a single arbitrator. If the parties agree an arbitrator may hear more than one grievance.

C. REPRESENTATION. Any aggrieved unit member may be presented at all stages of the grievance procedure by himself or, if he chooses, by a representative approved by the FOP. The FOP will be notified of a grievance being filed.

D. REPRISALS. No reprisals of any kind shall be taken by the City by reason of participation in the grievance procedure against any unit member, any representative, any member of the FOP , or any other participant in the grievance procedure.

E. MEETINGS AND HEARINGS. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative.

F. MISCELLANEOUS.

1. If amicable settlement of the dispute is reached upon mutual agreement of the parties in any of the above steps, said agreement shall be reduced to writing and signed by the respective parties.

2. If the employer fails to respond in a timely manner in any step of the grievance procedure, the FOP may go to next step automatically. If, at any step, the grievant fails to act according to the requirements 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 Chapter 123, Public Laws 1974, 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 or 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 insofar 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 Jersey and the rules and regulations of the Police Department contained in the Salem Police Department Manual.

C. Representatives of the FOP shall be permitted to transact official FOP business at the Police Department at reasonable times, provided that this shall not interfere with or interrupt normal operations, provided no public expenses are incurred, and provided that use of City supplies, equipment, telephone, etc., in connection therewith, is expressly forbidden.

ARTICLE VI

SALARY

A. POLICE OFFICERS AND SERGEANTS. Retroactive to and effective January 1, 2004, all regular full time police officers and sergeants shall receive a three and one-quarter (3.25%) percent base salary increase over their January 1, 2003 base salary. Effective January 1, 2005, all regular full time police officers and sergeants shall receive a three point five (3.5%) percent base salary increase over their January 1, 2004 base salary. Effective January 1, 2006, all regular full time police officers and sergeants shall receive a three and three-quarters percent (3.75%) base salary increase over their January 1, 2005 base salary. The Salary Schedules effective January 1, 2004 through December 31, 2006 are attached hereto as Appendix A.

Any unit member assigned to the Investigation Unit shall be compensated with an additional \$500.00 per year during such assignment, with the payment pro-rated 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.

2. When scheduled off duty on holidays, vacation days, and personal leave days, the hours not worked will be included with hours worked when computing overtime for hours in excess of forty (40) for the work week.

3. Overtime shall be compensated, unless otherwise provided, on the following basis:

1. 0 to 15 minutes no compensation
2. 16 to 30 minutes half-hour compensation
3. Thereafter, all overtime will be reported in half-hour segments.

4. Officers subpoenaed by a fellow officer or Union to appear in a disciplinary proceeding shall not be eligible for overtime unless management agrees that such testimony is germane to the disciplinary proceeding.

C. OFF DUTY PAYMENTS. Members of the unit shall receive one and one-half times their base hourly rate as compensation when called or recalled to duty from an off-duty status, and shall receive a minimum of three (3) hours pay for each such time called. Notification of recall to duty may be made by

either telephone or verbal communication. The three hour minimum does not pertain to recall contiguous with front or back-side of work day.

D. LONGEVITY PAYMENTS

A longevity payment calculated on the member's base salary rate shall be as follows:

0 to 4 years of service	None
5 to 9 years of service	3.5%
10 to 14 years of service	4.0%
15 to 19 years of service	5.0%
20 to 24 years of service	6.0%
25 or more years of service	8.0%

In addition, longevity payments 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. An amount shall be added to the hourly rate of unit members' salary according to the following schedule:

Shift No. 1 (11:00 pm to 7:00 am)	\$.65 per hour
Shift No. 2 (7:00 am to 3:00 pm)	.000
Shift No. 3 (3:00 pm to 11:00 pm)	\$.60 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. VACATIONS. Annual vacation leave with pay shall be earned at the following rates:

after one year service – 13 days

commencing with five years service - 16 days

commencing with ten years service – 19 days

commencing with fifteen years service – 22 days

commencing with twenty years service – 26 days

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

21 years plus – 2 weeks prime time

16 to 20 years – 2 weeks prime time

11 to 15 years – 2 weeks prime time

6 to 10 years – 1 week prime time

1 to 5 years – 1 week prime time

2. Vacations will be taken within the shift, no more than one man off on vacation at one time.

The choice shall be made first according to rank and then according to seniority within the individual rank.

3. A unit member must post vacation on the posted Tentative Schedule by March 30th. Vacations not taken when scheduled on the posted Tentative Schedule will be taken so as not to interfere with those posted, following the rule that no more than one man shall be off on vacation within a shift at one time.

4. Vacations of less than one week during prime time shall be allowed only when they do not interfere with posted prime time vacation schedules of one or two weeks duration. At least five (5) days

notice must be given except in cases of emergency. An employee shall be notified if his/her request has been approved or disapproved within seventy-two hours of submission of such request.

5. All requests for time off shall be submitted on a form that will be supplied, and which will include a provision to state whether the request is for a vacation day or a personal day. Such request may be approved by the Department Head or Chief of Police or, in his absence, by the Shift Supervisor. An employee requesting vacation time with less than five (5) days notice shall be notified as to whether such request was approved or disapproved within twenty-four hours (24) of the date of the request.

6. Vacation time must be taken during the current calendar year, unless the Department Head or Chief of Police determines that it cannot be taken due to the pressure of work, in which event, unused vacation may be carried into the next year.

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 straight-time pay if a member is not scheduled for work, and double time if a member works:

- | | |
|-------------------------------|----------------------|
| 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 |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

2. The following four (4) recognized paid holidays shall be designated as major holidays and unit members shall receive additional compensation of one-half times their regular base pay for hours actually worked (a total of 2 1/2 times):

- | | |
|------------------|------------------|
| Good Friday | Thanksgiving Day |
| Independence Day | Christmas Day |

3. All holiday pay shall be paid in a lump sum check in the last pay period for November of each year.

ARTICLE IX

LEAVE OF ABSENCE

A. SERVICE CREDIT FOR SICK LEAVE.

1. All permanent unit members or full-time provisional unit members shall be entitled to sick leave with full pay based on their aggregate years of service.

2. Sick leave may be utilized by unit members when they are unable to perform their work because of injury, illness or disability or any cause. Sick leave may also be utilized for short periods because of death in the unit member's immediate family.

3. If a unit member is incapacitated and unable to work because of injury, he shall be entitled to injury leave with full pay during the period up to the one (1) year statutory period in which he is unable to perform his duties, as certified by the member's own physician, subject to verification by a physician chosen by the City. Such payments shall be reduced by the amount of any Workers' compensation award under Chapter 15 of Title 34 of the revised statutes made for temporary disability because of the same injury or illness requiring such leave.

B. AMOUNT OF SICK LEAVE.

1. The minimum sick leave with pay shall accrue to any full time unit member on the basis of eight (8) hours per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year.

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 so 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 City 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 examination shall establish whether the unit member is capable of performing his normal duties and that his return will 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 designated representative in advance. Absence from his residence without prior notification shall be cause for disciplinary action.

5. The appointing authority may require proof of illness of an Employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action

6. No Employee shall be allowed to work and endanger the health and well-being of other Employees and, if the Employee's condition warrants, the Employee may be directed to take sick leave. The Department Head may direct the Employee to the Employer's medical physician for an opinion as to the Employee's eligibility to be absent from work.

7. Sick leave with pay shall not be allowed under the following conditions:

A. When the Employee, under medical care, fails to carry out the attending physician's orders without reasonable justification.

B. When in the opinion of the Employer's medical physician the disability or illness is not of sufficient severity to justify the Employee's absence from duty based upon reasonable standards of medical practice.

C. When an Employee does not report to the Employer's medical physician as ordered by the Department Head.

8. The Department Head shall consider the Employer's medical physician's recommendations and the attending physician's recommendations as to the justification for the absence from duty on account of disability or illness or of the fitness of the Employee to return to duty. Where a difference of professional opinion between the Employer's medical physician and the Employee's personal 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 so 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 cause 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 Fourteen Thousand dollars (\$14,000.00). 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-eighty (48) hours starting on the day of death or on the day following the death, exclusive of any schedule day off.

Immediate family shall be defined as the member's husband, wife, child, step-child, foster child, mother, father, mother-in-law, father-in-law, step mother, step father, foster mother, foster father, brother, sister, step brother, step sister, grandmother or grandfather. All relationships are construed as being based on current marital status existing at the time of death.

2. An officer shall be required to submit written verification from the funeral director or a copy of the obituary to verify the occurrence.

G. PERSONAL LEAVE. Employees covered under this Agreement shall be allowed 3 days of personal business leave annually with the approval of the Chief of Police. Such leave shall be noncumulative.

1. A personal business day application shall, except in cases of emergency, be made at least two (2) working days prior to the personal day to be taken.

2. Personal days shall not be taken on a day immediately after a sick day or vacation day except in case of emergency.

3. Except in emergencies no personal days shall be permitted when the Employer determines that it has insufficient manpower to permit the granting of requests for personal days.

ARTICLE X

HEALTH AND WELFARE INSURANCE

- A. 1. The City shall pay the entire premium for existing full coverage for bargaining unit members and their families.
2. The City shall provide for each unit member and his/her eligible dependents, upon retirement after twenty-five (25) years of service to the City of Salem, the current medical insurance coverage to age sixty-five (65) years.
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 Workers' 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, 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 with a Five Dollar (\$5.00) co-pay for brand name drugs and a One Dollar (\$1.00) co-pay for generic drugs for current employees (not retirees).

ARTICLE XI

CLOTHING AND SHOE ALLOWANCE

A. The City shall supply all uniforms and equipment as needed. The uniforms for Detectives and Officers shall consist of three (3) sets of Class B uniforms and one (1) Class A uniform, with one pair of boots and baseball cap.

B. For the year 2004 only, the City shall provide Nine Hundred Dollars (\$900.00) per year clothing allowance to employees who are classified as detectives plus a fifty-two dollars (\$52.00) check to purchase plain clothing. Commencing January 1, 2005 the City will reinstitute Fifteen Hundred Dollars (\$1,500.00) per year clothing allowance to employees who are classified as detectives.

C. The City agrees to supply each police officer and sergeant each year with two summer shirts, two winter shirts, and two uniform trousers. Thereafter, additional uniforms shall be supplied by the City on a survey basis. The City agrees to provide a uniform jacket (winter and summer) as needed.

D. **BODY ARMOR.** Body armor shall be replaced when needed, but at least once every five (5) years, in accordance with the Police FOP's approval of level of protection.

E. **SHOE ALLOWANCE.** The City shall provide shoes to all officers. Additional shoes will be issued as needed.

ARTICLE XII

TELEPHONE

A. Each unit member shall have telephone service at his residence and his telephone number shall be listed at the dispatcher's desk. Any change of telephone number shall be reported to the dispatcher within twenty-four (24) hours.

ARTICLE XIII

PATROL CARS

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

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 rate of Ten Dollars (\$10.00) per day, or Eighteen Cents (\$.18) per mile, whichever is greater.

Reimbursement for mileage and meals will be made within the next bill paying cycle.

ARTICLE XV

CLEANING OF UNIFORMS

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.

B. The City shall designate a dry cleaning establishment in the City of Salem or, if that is not done, the City shall arrange for the weekly pick-up and delivery of uniforms at the police station.

ARTICLE XVI

SCHOOL CREDITS

A The City shall reimburse each unit member Fifteen Dollars (\$15.00) per credit for each approved job-related educational credit earned on their own time.

B. Upon attainment of the following degrees from an accredited college or university, an employee shall have his annual base salary adjusted to include the following amounts:

Associates Degree \$250.00

Bachelors Degree \$500.00

ARTICLE XVII

MISCELLANEOUS

A. **OUTSIDE ASSIGNMENTS.** Regular officers will be given preference for special outside assignments over special officers.

B. **NOTICE OF SCHEDULE CHANGE**

Except in an emergency situation, at least forty-eight (48) hours notice of any change of an officer's permanent or non-permanent shift will be provided. If such notice is not provided, the officer shall be paid time and one-half (1 1/2) for all hours worked outside of his normal shift.

C. Each FOP member shall be entitled to inspect his service records upon request between the hours of 8:30 a.m. and 4:30 p.m. on any workday.

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 purpose 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 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 any 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 of increment, a copy of such material shall first be provided to the member concerned prior to any hearing regarding such disciplinary action.

E. The written formal evaluation report shall be used in granting or denying increments for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

1. Any superior shall not forward any recommendation to withhold or delay a member's increment or part thereof, unless at least thirty (30) calendar days prior thereto the superior has given to the member against whom the recommendation shall be made written notice of the alleged cause(s) for the

recommendation specifying the nature thereof with such particulars as to furnish the member an opportunity to correct and overcome the same.

2. Any increment or part thereof denied under this provision shall be reviewed three (3) months after such denial using the same procedure described herein, for the purpose of approving or denying the restoration of the denied increment. If approved, the employee, shall from said date of review receive said denied increment and be eligible for future increments as if never denied or withheld, the next increment to be considered for approval or denial three (3) months after the review of denial.

ARTICLE XIX

DUES DEDUCTION AND REPRESENTATION FEE

A. DUES DEDUCTION. The City agrees, in accordance with the State Statutes, upon receipt of signed authorization cards from the employees, to deduct from the employee's salary the annual dues as prescribed by the Salem Police Officers' FOP , in equal bi-monthly installments. The Association will designate to the City the portion of the monthly dues collected, to be then forwarded to the Treasurer of the Association and to the FOP-NJ Council directly by the tenth day of the month following the deductions.

B. REPRESENTATION FEE. If any full time eligible employee does not become a member of the FOP during any membership year, which is covered in whole or in part by this Agreement, said employee will be subjected to a representation fee to be paid to the FOP for that year. The purpose of this will be to offset the employee's per capita cost of service rendered by the FOP as majority representative. This representation fee for non-members will be determined according to law.

C. NOTIFICATION TO THE CITY. Prior to the beginning of each calendar year, the Salem Police Officers' FOP will provide for the city, in writing, a current membership list, signed authorizations and notification of the amount of the regular annual dues to be deducted from each member's bi-monthly salary.

D. INDEMNIFICATION. The FOP shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability 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 manner 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 so 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 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 before any questioning occurs.

2. The questioning shall be reasonable in length. Reasonable respite shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

3. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be immediately warned of all of his constitutional rights pursuant to the constitutions of the United States and the State of New Jersey and be immediately permitted to consult with counsel of his own choosing prior to any questioning taking place. Reimbursement of counsel cost, if any, will be in accordance with New Jersey Statutes.

4. Members covered herein shall only be disciplined in accordance with the United States and New Jersey Constitutions, applicable state laws, rules and regulations, and provisions of this contract. The member shall be apprised in writing of the reason or reasons for such discipline.

5. A member who is the subject of a disciplinary investigation may not be required to prepare reports which deal with the subject matter of that investigation until after he has had a reasonable opportunity, including up to 48 hours, in which to consult with his or her own attorney.

6. Members shall not be suspended or suffer any loss in benefits until after said member has had a disciplinary hearing and has been found guilty, except in cases of a severe nature, when the Chief deems the suspension of the member an immediate necessity for the safety of the public or the welfare of the Department. The Chief shall immediately submit a report explaining such action to the City Administration and a copy of said report shall be made available to the member upon submission to the City Administration.

7. Disciplinary actions shall be commenced and carried out only in accordance with N.J.A.C. 4A:2-1.1, et seq., N.J.S.A. 40A:14-147, and any other applicable law.

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 minimal protection to be accorded police officers and shall be superseded by any greater protection provided by law or regulation.

ARTICLE XXII

TERM OF AGREEMENT

THIS AGREEMENT shall be effective immediately and shall be binding upon the parties for a duration of three years from January 1, 2004 through December 31, 2006. 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 with 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 above written.

ATTEST:

THE CITY OF SALEM

By: _____
Barbara A. Wright, Clerk

Earl R. Gage, Mayor

ATTEST:

SALEM POLICE OFFICERS' FOP

By: _____

President

APPENDIX A

SALARY GUIDE

EFFECTIVE JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

A. **POLICE OFFICERS AND SERGEANTS:** The following salary guides are amended as follows:

	3.25% <u>January 1, 2004</u>	3.5% <u>January 1, 2005</u>	3.75% <u>January 1, 2006</u>
<u>SERGEANTS:</u>	53,808	55,691	57,779
<u>PATROLMEN:</u>			
Entry level	34,640	35,852	37,196
After 6 months	39,643	41,031	42,570
After 1 year	41,173	42,614	44,212
After 18 months	42,705	44,200	45,858
After 2 years	44,235	45,783	47,500
After 30 months	45,868	47,473	49,253
After 3 years	47,298	48,953	50,789
After 42 months	48,831	50,540	52,435
After 4 years	50,361	52,124	54,079

TELEVISION IN RADIO ROOM

SIDE BAR AGREEMENT

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

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

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

For the City:

For the Association/FOP:

Date: _____

