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2279

CITY OF SALEM
SALEM, NEW JERSEY

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE MAYOR AND COMMON COUNCIL OF THE CITY OF SALEM

And

THE SALEM POLICE OFFICERS' ASSOCIATION

JANUARY 1, 1996 THROUGH DECEMBER 31, 1997

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
PREAMBLE	1
I	RECOGNITION OF ASSOCIATION	2
II	NEGOTIATION PROCEDURES	3
III	GRIEVANCE PROCEDURE	4
IV	MANAGERIAL RIGHTS	7
V	ASSOCIATION RIGHTS AND PRIVILEGES	8
VI	SALARY	10
VII	VACATIONS	14
VIII	HOLIDAYS	16
IX	LEAVE OF ABSENCE	17
X	HEALTH AND WELFARE INSURANCE	21
XI	CLOTHING AND SHOE ALLOWANCE	23
XII	TELEPHONE	24
XIII	PATROL CARS	25
XIV	MILEAGE	26
XV	CLEANING OF UNIFORMS	27
XVI	SCHOOL CREDITS	28
XVII	MISCELLANEOUS	29
XVIII	EVALUATION PROCEDURE	30
XIX	DUES DEDUCTION AND REPRESENTATION FEE	32
XX	INTEREST PROVISIONS	34
XXI	SEPARABILITY AND SAVINGS CLAUSE	35
XXII	POLICE BILL OF RIGHTS	36
XXIII	TERM OF AGREEMENT	39
APPENDIX A	SALARY GUIDE	40

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

THIS AGREEMENT, entered into this 5th day of
February, 1996, by and between THE MAYOR AND COMMON
COUNCIL OF THE CITY OF SALEM (hereafter the "City"), and THE SALEM
POLICE OFFICERS' ASSOCIATION (hereafter the "Association").

ARTICLE I

RECOGNITION OF ASSOCIATION

1. The City hereby recognizes the Association 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 and violation officers of the Police Department of the City of Salem (hereafter the "unit members").

2. The Association 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.

3. 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

1. The parties agree to enter into collective negotiations as soon as practicable over a successor agreement to be applicable to the year 1998, or any such additional years as agreed to.

2. 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.

3. 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.

4. Members of the unit shall suffer no loss of pay for participation in negotiations mutually scheduled during working hours of the participating unit member or members serving on the negotiation committee for the Association.

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

6. 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

1. GRIEVANCE DEFINITION. A "Grievance" is a claim by a unit member alleging the misinterpretation, misapplication, or violation of this Agreement, or alleging the misapplication, misinterpretation or violation of policies enacted by the Mayor and Common Council, by resolution, ordinance, or rules and regulations affecting an employee. Said rules and regulations for the Department may only be made, revoked, or altered by the Mayor and Common Council acting as the governing body of the City of Salem.

2. PURPOSE. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise concerning employees. Both parties agree to exercise reasonable judgment and good faith to keep the proceedings confidential as is appropriate to the level of the procedure, and further agree that the first principle of appropriateness in the disciplinary action and grievance at the Department level should not be made public and, further, that disciplinary action and grievances should be made public at the Police Committee level only when there is a demonstrated overriding public interest in divulgence.

3. GRIEVANCE PROCEDURE.

A. 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.

B. Any unit member who has a grievance shall institute action within twenty-five (25) days of the occurrence by first discussing the matter informally with his immediate supervisor. 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.

C. 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 Association and, at that time, or at any point in the grievance procedure thereafter, said aggrieved unit member may elect representation by an Association 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.

D. 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 Association, 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 Association a written decision. The Department Head or Chief of Police does not have a vote at this level of grievance.

E. If the matter is not resolved satisfactorily at the Police Committee level, the matter shall be submitted to the Public Employment Relations Commission for arbitration 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.

4. REPRESENTATION. Any aggrieved unit member may be represented at all stages of the grievance procedure by himself or, if he chooses, by a representative approved by the Association.

5. 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 Association, or any other participant in the grievance procedure.

6. 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.

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

ASSOCIATION RIGHTS AND PRIVILEGES

1. 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 Association 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 Association 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.

2. 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.

3. Representatives of the Association shall be permitted to transact official Association 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

1. POLICE OFFICERS AND SERGEANTS. Retroactive to and effective January 1, 1996, all regular full-time police officers and sergeants shall receive a three (3%) percent base salary increase over their January 1, 1995 base salary. Effective January 1, 1997, all regular full-time police officers and sergeants shall receive a three point five (3.5%) percent base salary increase over their January 1, 1996 base salary. The Salary Scale effective January 1, 1996 through December 31, 1997 is 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.

2. OVERTIME.

A. All unit members shall be paid at a rate of one and one-half times their base hourly rate for hours worked in excess of eight (8) hours per day or in excess 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.

B. 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.

C. 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.

3. 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.

4. 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	4.5%
20 to 24 years of service	5.5%
25 or more years of service	6.0%

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.

5. 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) . \$.55 per hour

Shift No. 2 (7:00 am to 3:00 pm) . \$.00 per hour

Shift No. 3 (3:00 pm to 11:00 pm) . \$.50 per hour

6. ACTING SHIFT SUPERVISOR. Any officer who works as an acting shift supervisor shall receive additional compensation in the amount of fifty cents (\$.50) per hour, per shift, for each day, commencing with the first day worked as an acting shift supervisor.

ARTICLE VII

VACATIONS

1. VACATIONS. Annual vacation leave with pay shall be earned at the following rates:

after one year service - thirteen working days

commencing with five years service

- sixteen working days

commencing with ten years service

- nineteen working days

commencing with fifteen years service

- twenty-two working days

commencing with twenty years service

- twenty-six working days

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

21 years plus - 2 weeks prime time
(14 working days)

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

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. A unit member may, at his option, elect not to take up to five (5) days of vacation per year, and may carry them over as additional vacation days for the next year. The total of five (5) days is the maximum allowed to be held in reserve.

ARTICLE VIII

HOLIDAYS

1. HOLIDAYS.

A. 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	

B. 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

C. 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

1. SERVICE CREDIT FOR SICK LEAVE.

A. 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.

B. 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.

C. 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 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.

2. AMOUNT OF SICK LEAVE.

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

B. 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.

3. REPORTING ABSENCE ON SICK LEAVE.

A. 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.

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

4. VERIFICATION OF SICK LEAVE.

A. 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.

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

C. 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.

5. 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 Twelve Thousand Dollars (\$12,000.00). It is understood that future costs of this item will be calculated in the appropriate economic package, pursuant to Arbitration Award, page 4, June 1, 1979.

6. BEREAVEMENT LEAVE.

A. 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 three (3) working days starting on the day of death or on the day following the death, exclusive of any scheduled 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.

7. PERSONAL LEAVE. All permanent unit members shall be entitled to three (3) days leave of absence with pay for personal, legal, business, household or family matters which require absence during working hours. Application to the Department Head or Chief of Police for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergency) and the applicant for such leave shall not be required to state the reason for taking such leave other than he is taking it under this

section, except that the applicant shall be required to state his reason when requesting leave for less than two (2) days notice (i.e., in case of emergency, the nature of the emergency).

ARTICLE X

HEALTH AND WELFARE INSURANCE

1. A. The City shall pay the entire premium for full coverage in the New Jersey State Health Benefits Program for bargaining unit members and their families.

B. The City shall provide for each unit member, upon retirement after twenty-five (25) years of service to the City of Salem, continued 14/20 Series Blue Shield, Blue Cross, Major medical and Rider J insurance coverage to age sixty-five (65) years.

Further, the City shall provide, where applicable, up to Two-Hundred Fifty Dollars (\$250.00) of additional premiums for each eligible retired unit member to obtain family coverage of the above insurance plan to age sixty-five (65). The balance required to complete the full coverage must be submitted to the City Treasurer prior to the eighth (8th) day of each month or this coverage will be subject to termination. This item shall be negotiated separately from 1(A).

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

3. 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.

4. The City shall provide Workers' Compensation insurance.

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

6. The City shall provide the CIGNA Dental Plan covering individual, husband/wife, parent/child, and family coverage for all unit members.

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

8. 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

1. The City shall supply all uniforms and equipment as needed.

2. The City shall provide Three Hundred Dollars (\$300.00) per year clothing allowance to employees who are classified as detectives. Such allowance shall be utilized for the purchase of clothing at any store selected by the employee, provided that written proof of cost is furnished to the City, and such purchases and payments shall occur before June 1 of this contract year.

3. 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.

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

5. SHOE ALLOWANCE. The City shall provide an allowance up to Seventy-Five Dollars (\$75.00) toward the purchase of the first pair of shoes. Additional shoes will be issued as needed.

ARTICLE XII

TELEPHONE

1. Each unit member shall have a telephone 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.

2. The basic cost of the telephone service shall be paid by the City.

ARTICLE XIII

PATROL CARS

1. 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.

2. All patrol cars shall be maintained by the City in a 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

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.

ARTICLE XV

CLEANING OF UNIFORMS

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.

ARTICLE XVI

SCHOOL CREDITS

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.

ARTICLE XVII

MISCELLANEOUS

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

2. TV IN RADIO ROOM. A TV will be permitted in the police dispatching radio room in accordance with the following regulations:

A. The TV will not be used between the hours of 8:00 A.M. and 5:00 P.M. Mondays to Fridays, except on special occasions in which permission is secured from the Department Head or Chief of Police.

B. Maintenance and replacement will be the responsibility of the employees.

ARTICLE XVIII
EVALUATION PROCEDURE

1. 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 and with full knowledge of the member.

2. Members shall be evaluated only by the Shift Supervisor.

3. 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.

4. 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.

5. 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:

A. 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.

B. 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

1. 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' Association, in equal bi-monthly installments, and to forward the total monthly amount to the Treasurer of the Association by the tenth day of the month following the deductions.

2. REPRESENTATION FEE. If any full-time eligible employee does not become a member of the Association 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 Association for that year. The purpose of this will be to offset the employee's per capita cost of service rendered by the Association as majority representative. This representation fee for non-members will be determined according to law.

3. NOTIFICATION TO THE CITY. Prior to the beginning of each calendar year, the Salem Police Officers' Association 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.

4. INDEMNIFICATION. The Association 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 Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

ARTICLE XX

INTEREST PROVISIONS

1. Once a Collective Bargaining Agreement has been reached, either through negotiation or interest arbitration, the City shall pay all retroactive benefits due under the Agreement within the following time frames:

- (a) within 30 working days if signed before July 1;
- (b) within 40 working days if signed after July 1 but on or before September 1;
- (c) within 45 working days if signed after September 1.

2. If the City does not make all retroactive payments within this time schedule, interest shall be paid by the City at the rate of nine point seventy-five (9.75%) percent on all monies due from the effective date of the Agreement up until the actual date of payment by the City of monies due to unit members.

ARTICLE XXI

SEPARABILITY AND SAVINGS CLAUSE

If any provision 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 XXII

POLICE BILL OF RIGHTS

1. 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.

2. 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:

A. 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 Association before any questioning occurs.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 XXIII
TERM OF AGREEMENT

THIS AGREEMENT shall be effective immediately and shall be binding upon the parties for a duration of two years from January 1, 1996 through December 31, 1997. Employment of unit members and any agreement referring thereto shall be subject to and consistent with the terms and conditions of this Agreement; any inconsistent provision being null and void for the duration of this Agreement. All provisions of this Agreement shall be retroactive to January 1, 1996, except as provided in Article X.

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*
BARBARA A. WRIGHT, Clerk

[Signature]

ATTEST:

SALEM POLICE OFFICERS'
ASSOCIATION

By: *William H. Moore*

[Signature]

APPENDIX A
SALARY GUIDE

EFFECTIVE JANUARY 1, 1996 THROUGH DECEMBER 31, 1997

1. POLICE OFFICERS AND SERGEANTS: The following salary guide is effective for all regular full-time officers and sergeants starting on the dates shown below:

	3.0% <u>January 1, 1996</u>	3.5% <u>January 1, 1997</u>
<u>SERGEANTS</u>	\$41,032.03	\$42,468.15
<u>PATROLMEN:</u>		
Entry level	\$28,179.91	\$28,179.91
After 6 months	\$30,197.41	\$31,254.32
After 1 year	\$31,368.05	\$32,465.93
After 18 months	\$32,540.13	\$33,679.03
After 2 years	\$33,710.78	\$34,890.66
After 30 months	\$34,959.38	\$36,182.96
After 3 years	\$36,053.52	\$37,315.40
After 42 months	\$37,225.61	\$38,528.51
After 4 years	\$38,396.26	\$39,740.13

2. VIOLATION OFFICERS: The salary guide for this title shall be consistent with that of the Police Radio Dispatchers.