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' FOP

JANUARY 1,2025 TO

DECEMBER 31, 2028

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Preamble

This agreement, entered into this _____ day of _____, 2025, 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 I
Recognition of FOP

A. The City hereby recognizes the FOP affiliated with FOP New Jersey Labor Council (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, supports 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 of 2029, 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 on 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 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, 01' the FOP on behalf of the individual(s). The following constitutes the sole and exclusive method for resolving grievances between the parties covered by the Agreement and shall be followed in its entirety unless the step is waived by mutual written consent.

B. **Grievance Procedure.**

1. **Time Limits.** The number of says 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. **Step1:** Any unit member who has a grievance shall institute action within fifteen (15) workdays of the occurrence by first discussing the matter informally with the Chief of Police. The term "workdays" or "working days" is defined by City Clerk work hours. Every effort should be made to settle the differences at this level. The Chief of Police or designee shall communicate **(his or her)** his written response to the grievance within five (5) days after it is received by him.

3. **Step 2:** If the matter is not resolved to the satisfaction of the grievant, **(he or she)**he may set forth **(his or her)** his written grievance to the City Administrator within fifteen (15) working days of the receipt of the Chief of Police or designee's determination. Prior to submission of the grievance to the City Administrator, said aggrieved unit member shall forward a written copy of **(his or her)** 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 City Administrator or designee shall communicate **(his or her)** his written response to the grievance within fifteen (15) workdays after it is received by him.

4. **Step 3:** If the matter is not resolved satisfactorily at the City Administrator 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 the 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 the 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.** An aggrieved unit member may be presented at all stages of the grievance procedure by **(himself or herself)** himself or, if **(he or she)** 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. **Meeting 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 the next step automatically. If, at any step, 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 the full rights, authority, and discretion in the proper discharge of the 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 of 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 religious or political beliefs, nor because of the conduct of the personal left, except as far as its affects their performance as member of the Police Department of the City of Salem and its contrary to the laws and regulations of the State of New Jersey and the rules and regulations of the Police Department contained int eh 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 expense are incurred, and provided that use of City supplies, equipment, telephone, etc., in connection therewith, is expressly forbidden.

D. The Employer agrees to comply with Workplace Democracy Act.

Article VI
Salary

A. Retroactive to April 1, 2025, all regular full-time police officers at maximum step and sergeants shall receive a 2.5% base salary increase. A separate check for the retroactive pay shall be issued within 30days after ratification of the Agreement by both parties.

Effective January 1, 2026, all regular full time police officers at maximum step and sergeants shall receive a **3%** base salary increase.

Beginning January 1, 2026, the Salary guide shall be modified to reflect the Academy Graduation salary shall be increased to $53,000.00.

Effective January 1, 2027, all regular full-time police officers at maximum step and sergeants shall receive a **3.25%** base salary increase.

Effective January 1, 2028, all regular full-time police officers at maximum step and sergeants shall receive a **3.5%** base salary increase.

The Salary Schedules with 104 hours of Kelly time and Juneteenth Day rates effective January 1, 2025 through December 31, 2028 are attached hereto as "Appendix A."

Any unit member assigned to the Investigation Unit shall be compensated an additional $1,000.00 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 the 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 case payment for overtime, a member may elect to take compensatory time off at one and one-half times for each hour of overtime worked. Such times 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.

    a. Court appearances required while on an off-duty status shall entitle a unit member to additional compensation of 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-hours 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:
    a. 0 to 15 minutes no compensation
    b. 16 to 30 minutes half hour compensation
    c. Thereafter, all overtime will be report 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 proceedings.

C. **<u>Off-Duty Payments</u>**

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 of 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 backside of the workday.

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%
15 to 19 years of service	5%
20 to 24 years of service	6%
25 or more years of service	8%

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.**

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 1 year of service	104 hours commencing
with 5 years of service	128 hours commencing
with 10 years of service	152 hours commencing
with 15 years of service	176 hours commencing
with 20 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:

21 years plus	80 hours prime time
16 to 20 years	80 hours prime time
11 to 15 years	80 hours prime time
6 to 10 years	80 hours prime time
1 to 5 years	80 hours 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 vacations 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 the 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 vacations schedules of one- or two-weeks duration. At least five (5) days' notice 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 **(electronically in the scheduling software used)** 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 of 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 this 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	Juneteenth Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	General Election Day

Members who work their regular schedule shift on the foregoing holidays will receive no additional compensation.

2. The following **four (4) 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.

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 choose by the City. Such payments shall be reduced by the amount of any Worker's compensation award under Chapter 15 of Title 34 of the revised statutes made for temporary disability because of the same injury or illness requiring suck leave.

B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full-time unit member on the basis on eight (8) hours per month during the remainder of the first calendar year of employment after initial appointment and one hundred twenty (120) hours 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 not performing his normal duties and that his return 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 option 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 state 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 case 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
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. **Family Medical Leave.**

Members will be entitled to all tenets, benefits and protection afforded under the New Jersey Family Leave Act (N.J.S.A. 34:11b-1 et. seq.) as well as the Federal Family Medical Leave Act (29 U.S. Code Chapter 28 et. seq.) and the New Jersey Pregnancy Disability Act (N.J.S.A. 10:5-12(s) et. seq.). Permissive language within Federal and State leave laws shall be set by negotiations with the Bargaining Unit.

G. **Bereavement Leave.**

1. In case of death in the immediate family, a member shall be granted leave with pay at **(the officers)** 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 of.

   Immediate family shall be defined as the members' husband, wife, child, stepchild, foster child, mother, father, mother-in-law, father-in-law, stepmother, stepfather, foster mother, foster father, brother, sister, step brother, step sister, grandmother or grandfather, civil union or domestic partner. 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.

H. **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 leave 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. Unit members and their families shall contribute towards their health benefit cost pursuant to P.L. 2011, Chapter 78 guide which is attached hereto as Appendix B.

1. 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 and retirees shall pay five percent (5%) of their retirement allotment (salary) towards their retiree health care.

2. 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 the 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) cop-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, and employees will be permitted to purchase department approved clothing, set by the Chief of Police, from any vendor of their choice, and shall be required to provide the City with receipts for any purchases.

    A. The equivalent cost of three (3) sets of Class B uniforms and one (1) set of Class A uniform, with hats, and one pair of boots is **(six)** five hundred fifty dollars **($650.00)** ($550.00) for the rest of this contract. Each unit member assigned to the patrol unit will be able to order the needed number and types of uniform clothing from the City's uniform provider, up to the **($650.00)** $550.00 cut-off each year. Uniform clothing includes, but is not limited to: uniform shirts, uniform pants, uniform hats, uniform boots, uniform jackets, tactical uniform shirts and pants and tactical vests for those tactically trained, vest covers, rain gear, etc. Other equipment may be purchased with prior approval of the Chief of Police.

    B. Each unit member assigned to patrol shall have at least one complete wearable set of Class A and Class B uniform on hand each year.

    C. In the event a unit member assigned to patrol does not purchase uniform equipment up to the **($650.00)** $550.00 credit by September, the balance will not carry over to the next year. At no time will unused credit be paid out to unit members in cash.

    D. The City shall provide One Thousand Five Hundred ($1,500.00) per year clothing allowance to employees who are classified as detectives.

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

Article XII
Telephone

Each unit member shall have telephone services at **(his or her)** his residence, and **(his or her)** his telephone number shall be listed at the dispatcher's desk **(at the Salem County Communications Center)**. Any change of telephone number shall be reported to the dispatcher **(Chief of Police or designee)** within twenty-four (24) hours.

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 or she)** he believes to be in an unsafe and unlawful condition, provided that said officer reports the deficiency to his 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 or her)** his own vehicle in the course of, or related to **(his or her)** 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 billing 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 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 Credit

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

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

Associates Degree	$250.00
Bachelor's Degree	$500.00

Article XVII
Miscellaneous

A. **Outside Assignments.**
Regular officers will be given preference for special outside assignments over special officers. For any extra duty details, offices shall be compensated at the rate of $85.00 per hour, unless the assignment is on an enumerated holiday (Article VIII), in which case the regular officers shall be compensated at a rate of $100.00 per hour.

1. Effective upon signing of Memorandum of Agreement, the rate shall be increased from $85.00 to $95.00 inclusive of $5.00 administrative fee with four (4) hour pay minimum.

2. Effective upon signing Memorandum of Agreement, the rate for weekends and/or holidays and if less than 24 hours of cancellation will be increased to $100.00 per hour inclusive of $5.00 administrative fee with four (4) hour minimum.

3. Non-profits and schools rate shall be $80.00 inclusive of $5.00 administrative fee with four (4) hour minimum.

4. All outside details shall go through Jobs for Blue.

B. **Notice of Schedule Change.**
Except in an emergency situation, at least forty-eight (48) hours' notice of any change of an officers' permanent or non-permanent shift will be provided. If such notice is not provided, the officer shall be paid time and one-half (1 ½) for all hours worked outside of (his or her) his normal shift.

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

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

a. A 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 in which permission is secured from the Department Head of Chief of Police.

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

E. Employees shall accrue "Kelly time" in a "Kelly time bank" when it is earned, and Kelly time is included in base.

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 or her) 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 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 or her) 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 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 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 the 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

A. The City shall withhold dues from all FOP members' pay in the amount authorized by the FOP. For any new members, the FOP will deliver to the City a request for payroll deductions signed by the individual who is requesting dues deductions. Any new Officer who becomes a member of the FOP will deliver to the City a signed request for payroll deductions. Any new Officer may submit the dues deduction form at the time of his/her hire and/or promotion.

B. **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.

C. The City of Salem and SCPOA/FOP comply with the Public Employment Relations Act, N.J.S.A. 34:13A-1 et. seq. as amended trough PL 2003, c126, effective July 10, 2003.

The Administration shall withhold SCPOA dues from each Salem City Police Officer/SCPOS member's pay in an amount authorized by SCPOA. Dues shall not be withheld from Officers not members of SCPOA as of June 27, 2018. SCPOA will deliver to the Administration a request for payroll deduction signed by each Salem City Officer, SCPOA member, or non-member, who requests to continue to pay dues. Any new Officer who becomes a member of SCPOA will deliver to the Administration a request for payroll deductions signed by that Officer. Any new Officer may submit the form at the time of his or her original hiring.

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 holding 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 herby 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 only as a witness only, **(he or she)** 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 or she)** he shall have the opportunity to obtain representation by the FOP or by legal counsel 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 or she)** he is a suspect or the target of a criminal investigation, **(he or she)** he shall be immediately warned of all **(his or her)** 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 or her)** his own choosing prior to any questioning taking place. Reimbursement of counsel cost, if any, will be in accordance with New Jersey Statute.

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 the 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 or she) 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 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 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 or her) 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.

10. Employees shall retain all civil rights under the NJ State and Federal law. No Employee shall be disciplined or discharged without just cause according to the NJ AG Guidelines and Policies and adhere to the AG Policy and Procedure under Internal Affairs.

11. Officers have the right to appeal minor discipline under 5 days pursuant to statute.

Article XXII
Terms of Agreement

This Agreement shall be effective immediately and shall be binding upon the parties from January 1, 2025 through December 31, 2028. The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and pro*visions 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 written below:

ATTEST:

Ben Bobele Manager
(Print Name and Title)

1-26-25
(Date)

City of Salem

Jody Veler, MAYOR
(Print Name and Title)

Salem Police Officers' Association, FOP Lodge 6

Alaura K Maxwell - President
Alaura K Maxwell
(Print Name and Title)

Sean Simpkins Negotiation Committee

1/21/26
(Date)

Andrew McDonald
Andrew McDonald
(Print Name and Title)

Appendix A: Salary Guide

Year	2024	2025	2026	2027	2028
Step	Salary				
		2.5% Top Only	3% Top Only	3.25% Top Only	3.5% Top Only
Academy	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
Grad	$48,000.00	$48,000.00	$53,000.00	$53,000.00	$53,000.00
12m	$48,577.20	$48,577.20	$55,121.90	$55,121.90	$55,121.90
18m	$51,850.05	$51,850.05	$58,395.75	$58,395.75	$58,395.75
24m	$55,121.90	$55,121.90	$61,668.60	$61,668.60	$61,668.60
30m	$58,395.75	$58,395.75	$64,941.45	$64,941.45	$64,941.45
36m	$61,668.60	$61,668.60	$68,214.30	$68,214.30	$68,214.30
42m	$64,941.45	$64,941.45	$71,487.15	$71,487.15	$71,487.15
48m	$71,487.15	$71,487.15	$78,032.85	$78,032.85	$78,032.85
54m	$74,760.00	$74,760.00	$91,092.50	$94,053.00	$97,344.86
60m	$78,032.85	$78,032.85			
66m	$86,282.26	$88,439.32			
72m					
Sgt	$91,959.41	$94,258.40	$97,086.15	$100,241.45	$103,749.90

APPENDIX B

If Base Salary Is At Least	But Less Than	Cost of Coverage
$1	$25,000	3.0%
$25,000	$30,000	4.0%
$30,000	$35,000	5.0%
$35,000	$40,000	6.0%
$40,000	$45,000	7.0%
$45,000	$50,000	9.0%
$50,000	$55,000	12.0%
$55,000	$60,000	14.0%
$60,000	$65,000	17.0%
$65,000	$70,000	19.0%
$70,000	$75,000	22.0%
$75,000	$80,000	23.0%
$80,000	$85,000	24.0%
$85,000	$90,000	26.0%
$90,000	$95,000	28.0%
$95,000	$100,000	29.0%
$100,000	$110,000	32.0%
$110,000		35.0%