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A G R E E M E N T

Between:

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BOROUGH OF BELMAR,

MONMOUTH COUNTY, NEW JERSEY

And

THE BOROUGH OF BELMAR POLICEMEN'S BENEVOLENT

ASSOCIATION OF LOCAL NO. 50

Monmouth County

January 1, 1978 through December 31, 1980

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	NON-DISCRIMINATION	5
IV	GRIEVANCE PROCEDURE	6
V	MAINTENANCE OF OPERATIONS	9
VI	(a) SICK LEAVE	11
VI	(b) PARTIAL REIMBURSEMENT FOR UNUSED SICK LEAVE	15
VII	HOLIDAYS	16
VIII	VACATIONS	17
IX	CLOTHING ALLOWANCE	19
X	LEGAL DEFENSE	20
XI	LONGEVITY	21
XII	OVERTIME	22
XIII	BULLETIN BOARDS	24
XIV	PROBATIONARY EMPLOYEES	25
XV	SALARIES	26
XVI	EDUCATIONAL COMPENSATION	27
XVII	P. B. A. RESPONSIBILITIES	28

TABLE OF CONTENTS

(CONTINUED)

<u>ARTICLE</u>		<u>PAGE</u>
XXVIII	P. B. A. RIGHTS	29
XXIX	SPECIAL OFFICERS	30
XX	INSURANCE PROTECTION	31
XXI	FULLY BARGAINED PROVISIONS	32
XXII	SEPARABILITY AND SAVINGS	33
XXIII	COURT APPEARANCES	34
XXIV	DUES CHECK-OFF	35
XXV	TERM AND RENEWAL	36
	APPENDIX - SCHEDULE "A"	

PREAMBLE

This AGREEMENT made and entered into on this 14th day of February, 1978, by and between the BOROUGH OF BELMAR, in the County of Monmouth, a Municipal Corporation of the State of New Jersey. (hereinafter referred to as the "Borough"), and BOROUGH OF BELMAR POLICEMEN'S BENEVOLENT ASSOCIATION OF LOCAL NO. 50, (hereinafter referred to as the "P.B.A."), represents the complete and final understanding on all bargainable issues between the Borough and the P.B.A. and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

A. The Borough recognizes the Borough of Belmar Policemen's Benevolent Association of Local No. 50 as the representative for the purposes of collective negotiations of all Patrolmen, Detectives, Sergeants and Captains employed by the Police Department but excluding the Chief, Special Police, Managerial Executives, Confidential Employees and all other Supervisory Employees within the meaning of the New Jersey Public Employer-Employee Relations Act and all other employees of the Borough of Belmar.

B. The titles of Patrolman, Detective, Sergeant and Captain shall be defined to include the plural as well as the singular, shall include males and females and are synonymous with the word employees.

ARTICLE VI

MANAGEMENT RIGHTS

A. Except as specifically limited by this agreement, The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees:

2. To hire all employees and subject to the provisions of law, determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough or the P.B.A. of its rights, responsibilities and authority under R.S. 40 and R.S. 11, R.S. 40A or R.S. 34, or any other national, state, county or local laws or ordinances.

ARTICLE III

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the P.B.A. against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the P.B.A. or because of any lawful activities by such employees on behalf of the P.B.A. The P.B.A., its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the P.B.A.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. 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.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the P.B.A. on behalf of an individual or individuals, or the Borough.

C. Steps of the Grievance Procedure

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 consent:

Step One:

(a) An aggrieved employee or the P.B.A. on behalf of an aggrieved employee or employees or the Borough shall institute action under the provisions hereof within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days

shall be deemed to constitute an abandonment of the grievance. The Association will be notified of any grievance filed by an individual employee:

(b) The said immediate supervisor shall render a decision within five (5) days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee or the P.B.A. shall, in writing and signed, file his grievance with the Chief of Police within four (4) days following the determination at Step One.

(b) The Chief of Police shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been satisfactorily resolved by Step Two, then within five (5) calendar days following the determination, the matter may be referred to the Board of Commissioners as a whole, who shall review the matter and make a determination within ten (10) calendar days from the receipt of the grievance.

The time limit for filing a Step Three grievance may be extended by a mutual written agreement between the Commissioner in charge of the Department of Public Safety, or in his absence, by another Commissioner, and by the President or other authorized officer of the Association. Said extension shall not be longer than seven (7) days.

Step Four - Binding Arbitration

1. If the Borough or the Association so desire, they may, within fifteen (15) days following the determination of the Board of Commissioners, file for binding arbitration with the American Arbitration

Association and shall follow the rules and regulations of said A.A.A. and the provisions of N.J.S.A. 2A:24-1 et seq.

2. Failure to file with A.A.A. within such time shall be a bar to such arbitration.

3. In the event the Association elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Association shall pay whatever costs may have been incurred in processing the case to arbitration.

4. The Borough reserves the right to file in writing a grievance on its behalf with the Executive Board of the Association concerning the activities of the Association or any of the members thereof. The said Executive Board of the Association shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance, and said conference representatives shall render a joint written determination within fifteen (15) days of the conference. If the grievance remains unresolved, the matter may be referred to binding arbitration in accordance with the procedures of Step 4 of this article.

5. Failure to respond at any step to the procedure above outlined by the Borough or its agents shall be deemed a negative response in either Step 1, 2 and 3 and upon the termination of the applicable time limits, the grievant may proceed to the next step. The same shall be true where the Borough grieves an action of the Association or any of its members. Written notice shall be given by either party in the above instances.

ARTICLE V

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Borough is of paramount importance to the citizens of the Borough of Belmar, in the County of Monmouth and State of New Jersey, and that there should be no interference caused by the Association or its members with such operation.

B. The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. nor any person acting in its behalf will cause, authorize, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or willful absence of a Policeman from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of said Policeman's duties of employment), work stoppage, slowdown, walk-out or other job action. The P.B.A. agrees that such action would constitute a material breach of this Agreement.

C. The P.B.A. agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned or support any such action by any other employee or group of employees of the Borough, and that the P.B.A. will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about

compliance with the P.B.A.'s order. Nothing herein shall be construed to restrict the employees' rights under the First Amendment of the United States Constitution.

D. In the event of a strike, slowdown, walk-out, or job action, it is covenanted and agreed that participation in any such activity by any P.B.A. member or any employee represented by the P.B.A. shall entitle the Borough to deem such activity as grounds for appropriate action, subject, however, to the application of procedures set forth by law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the P.B.A. or its members.

ARTICLE VI

(a) SICK LEAVE

A. Definition

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee.

B. Service Credit for Sick Leave

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

C. Amount of Sick Leave

Sick leave with pay shall accrue to any full-time employee appointed after the effective date of this contract on the basis of:

1. The first year of service - one working day of sick leave with pay for each month of service.
2. After completion of the first year of service - 15 days of sick leave with pay in every calendar year thereafter.
3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
4. In computing the amount of pay for sick leave there shall be deducted from said amount the amount of money, if any, which said employee is paid in accordance with the laws of the State of New Jersey for temporary disability, for any period for which said employee is entitled to such leave with pay.

D. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle him to sick leave, his Desk Officer shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time:

1. Failure to so notify his Desk Officer may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for 1 day or less, only one medical certificate shall be required for every 6-month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

b. An employee who has been absent on sick leave for periods totaling (7) non-verified days in any one (1) calendar year consisting of periods of less than three (3) days, may be required by the Chief of Police to submit acceptable medical evidence for any additional sick leave in that year

unless such illness is of a chronic or recurring nature requiring recurring absence of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

2. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize his or the health of other employees, except for periodic required physical and mental examinations. Only in such cases will the Borough be required to pay for physician's expenses or fees.

3. A doctor's certificate shall be required as verification of the illness of a member of the employee's immediate family seriously ill requiring attendance of such employee:

a. Immediate family for the purposes of the use of sick leave shall mean only those relatives who reside in the employee's household.

b. Pregnancy of spouse or child-birth shall not be included as a person seriously ill, unless there are medical complications proved by a doctor's certificate.

F. Sick Leave - for Death in Family

1. Leave taken by reason of death in an employee's immediate family shall be limited to the following relatives: spouse, child, brother, sister, father, mother, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, from the day of death to and including the day of burial, and shall be charged to sick leave.

2. In the event of a death of the employee's grandchild, aunt, uncle, nephew, niece, brother-in-law, sister-in-law, and cousin of the first degree said employee shall be granted time off for the day of the burial only, and said day shall be charged to sick leave.

3. In case of death as enumerated Sub-sections 1 and 2 of Section F above, under the requirements of this Article any reasonable proof required by said employee's department head shall be sufficient.

4. Exceptions to the rule set forth by Section F may be made at the discretion of the Chief where the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted.

ARTICLE VI

(b) PARTIAL REIMBURSEMENT FOR UNUSED SICK LEAVE

A. As of December 31, 1977 total credits for unused sick leave shall be computed for each employee as follows:

1. Total number of sick days not used by employee from beginning of employment multiplied by the average daily earnings rate for the period beginning January 1, 1968 (or the actual day of permanent employment if after January 1, 1968) and ending December 31, 1977.

(a) The total number of sick days not used shall be determined by subtracting the actual number of sick days used from the beginning of employment to December 31, 1977 from the total number of sick days which an employee has earned for the same period. Days earned shall be computed at one day for each calendar month in the first year of employment and 15 days per year for each subsequent year.

(b) The daily earnings rate in each year shall be determined by dividing the total base pay as reported each calendar year to the respective pension systems by 260. Total pay reported to the pension systems includes base pay plus longevity and educational increments which are paid bi weekly in the same manner as base pay.

(c) The average daily rate from January 1, 1968 (or the actual day of permanent employment if after January 1, 1968) and ending December 31, 1977 shall be determined by totaling the daily rates calculated for each year by paragraph A-1-b preceding and dividing by the number of years from January 1, 1968 (or from the actual date of employment) to December 31, 1977.

1. The difference between the number of sick days used and the fifteen allowable sick days shall be added or subtracted from the total number of sick days as determined by subsection A-1-a preceding.

2. The daily earnings rate for such year, as determined as provided by subsection A-1-b preceding shall be added to the total of the wage rates for the prior year and the new total divided by the total number of years from January 1, 1968 (or from the actual date of employment) to December 31st of the year in order to establish a new average daily earnings rate.

3. If the number of sick days used in such calendar year exceeds fifteen the difference shall be multiplied by the average earnings rate computed as of December 31st of the prior year and then deducted from the total credit for unused sick leave as determined by section A-1.

4. If the number of sick days used in such calendar year is less than 15 the difference shall be multiplied by the earnings rate of the current year and added to the total credit for unused sick leave.

5. For each subsequent year the beginning total credits shall be the total as of December 31st of the previous year as determined by subsequent B-3 or 4 preceding.

C. At the time of retirement or death of employee, the partial reimbursement for unused sick leave shall be the lesser of the following applicable Sub-Sections:

1. If retired in 1978, 10% of total credits from unused sick leave
- 1979, 20% of total credits from unused sick leave

1981, 40% of total credits from unused sick leave.

1982 and thereafter 50% of total credits from unused sick leave.

2. Multiply the number of days of sick leave not used by the actual earnings of the year of retirement.

If retired in 1978, 10% of results computed above.

1979, 20% of results computed above.

1980, 30% of results computed above.

1981, 40% of results computed above.

1982 and thereafter 50% of results computed above.

D. The present Police employees of the Borough of Belmar, as of the end of the year of 1977, have the following number of accumulated sick days, average daily rate and total credits as of the 31st day of December, 1977:

<u>NAME</u>	<u>NUMBER OF ACCUMULATED SICK DAYS</u>	<u>AVERAGE DAILY RATE</u>	<u>TOTAL CREDITS</u>
Allen, F.	45-1/2	39.09	\$ 1,778.60
Allen, H.	86-1/2	41.64	3,601.86
Brand, P.	216	42.57	9,199.44
Burger, K.	171	44.44	7,599.24
Burger, P.R.	321	44.36	14,239.56
Byrne, W.	306	49.04	15,006.24
Cobb, J.	167	41.37	6,908.79
Dalton, J.	138-1/2	40.81	5,652.19
Dempsey, J.	106-1/2	42.70	4,547.55
Donate, A.	173-1/2	41.64	7,224.54
Giresi, G.	108-1/2	39.92	4,331.32
Lynch, R.	111	41.20	4,573.20

<u>NAME</u>	<u>NUMBER OF ACCUMULATED SICK DAYS</u>	<u>AVERAGE DAILY RATE</u>	<u>TOTAL CREDITS</u>
Madison, F.	126-1/2	40.21	\$ 5,086.57
Manutti, J.	321-1/2	46.91	15,081.57
Moynihan, D.	187-1/2	44.48	8,341.88
Necklen, R.	64-1/2	40.17	2,590.97
Ryan, D.	98	41.49	4,066.02
Thompson, H.	193-1/2	48.18	9,380.88
Winters, G.	74	40.96	3,031.04
Massey, J.	---	46.89	-----

E. 1. The retiring employee shall notify, in writing, the Borough Clerk of his intention to retire no later than the 31st day of December of the year preceding his contemplated retirement so that the Borough may arrange for said payments to be included in the budget for the year of contemplated retirement.

2. Failure to file said notice as indicated may cause said payment to be deferred by the Borough to the following year.

3. Retirement shall be such as is defined in the statutes of the State of New Jersey and the case law interpreting the same.

4. Any earned partial reimbursement for unused sick leave shall be paid to the deceased officer's estate in accordance with the formula previously set out in the within section.

F. The partial reimbursement for unused sick leave payment provisions of the within contract shall not be the subject of any future negotiated agreement of the Borough of Belmar with its police employees, unless mutually agreed to in subsequent negotiations by both parties.

ARTICLE VII

HOLIDAYS

A. All employees covered by this Agreement shall receive a full day pay or compensatory time off (at the option of the employee) for each of the following twelve (12) holidays (with the exceptions of February 12, which shall be effective as of the year 1980, and November 11, which shall be effective as of the year 1979) during the calendar year starting January 1, 1978. Said holidays are listed as follows:

- January 1
- February 12 (effective as of 1980)
- Third Monday in February
- Good Friday
- Last Monday in May
- July 4
- First Monday in September
- Second Monday in October
- First Tuesday after First Monday in November
- November 11 (effective as of 1979)
- Fourth Thursday in November
- December 25

B. Employees of the Police Department shall receive a full day's pay for any special holiday designated by the Commissioners of Belmar for all other municipal employees.

VACATIONS

A. Effective January 1, 1978, employees shall earn annual leave for vacation purposes on calendar year basis with pay, in accordance with the following schedule:

1. Up to one (1) year of service - one (1) working day vacation for each month of service.

2. After one (1) year of service and up to ten (10) years of service - 12 working days of vacation.

3. After ten (10) years of service and up to twenty (20) years of service - 15 working days of vacation.

4. After twenty (20) years of service - 20 working days of vacation.

5. In the final year of service - all employees - 1/12th of annual vacation for each month of service in final year.

B. Department heads shall be charged with setting up a mandatory vacation schedule to be submitted to the Director for written approval. Individual changes in said schedule will not be granted without the written approval of the department head and the Director.

C. Earned vacations may not be accumulated into subsequent calendar years without the approval of the department head and the Director.

D. An employee who has returned from extended military leave or other extended leave of absence without pay, or has been re-employed or re-instated shall be considered a new employee for the purpose of determining vacation eligibility.

E. Vacation leave shall not be taken in less than one day periods

unless permission is granted prior thereto by the department head or the Director

F. In order not to hamper proper and efficient police operations, the parties agree that the scheduling of vacations must be left to the employer, but the following conditions will be observed in such scheduling:

1. Seniority, being defined as an employee's continuous uninterrupted length of service since his last date of hire, shall govern the selection of vacations. For the month of August, two senior officers shall have initial choice. Upon being afforded the option to take an August vacation, and either taking or declining same, those senior officers shall be placed below all junior officers for the next selection of August vacation.

2. Employees shall have the option of splitting their vacation period with another agreeable employee with the authorization of the Chief of Police.

3. Vacations may be scheduled for any month, except the month of July, in any calendar year.

*Change
to read
1 over
month*

year of 1978 shall receive two additional vacation days in the year 1979. Similarly, if said employee does not use any sick leave time during the calendar year of 1979, said employee shall receive two additional vacation days in the year 1980. Finally, if said employee does not use any sick leave time during the calendar year of 1980, said employee shall receive two additional vacation days in the year of 1981. These additional vacation days shall be confined to the years specified and shall not be cumulative.

ARTICLE IX

CLOTHING ALLOWANCE

A. Each active employee covered by this Agreement shall receive an annual clothing allowance of \$225.00 in the year of 1978, \$275.00 in the year of 1979 and \$300.00 in the year of 1980.

B. The Borough will reimburse any employee, exclusive of the clothing allowance, for clothing and equipment damaged in the line of duty without fault or negligence on the part of said employee, subject to the reasonable approval of the Chief or his designee.

ARTICLE X

LEGAL DEFENSE

A. In accordance with N.J.S.A. 40A:14-155, whenever a member or officer of the Police Department is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

ARTICLE XI

LONGEVITY

A. Longevity pay is the percentage of the current annual base salary shall be paid to each permanent, full-time employee on the following basis:

1. All permanent, full-time employees shall receive longevity pay effective as of the first day as of the first full month of service after permanent appointment as follows: on completion of five (5) years of service - 2% of base pay not including over-time. On completion of ten (10) years of service - 4% of base pay not including over-time. On completion of fifteen (15) years of service - 6% of base pay not including over-time. On completion of twenty (20) years of service - 8% of base pay not including over-time. On completion of twenty-five (25) years of service - 10% of base pay not including over-time.

2. Date of permanent appointment shall mean the effective date of regular appointment approved by the Department of Civil Service of the State of New Jersey. Where no list has been established by the State Civil Service Department and a provisional appointment is made, the date of regular appointment shall be considered the date of provisional appointment when the provisional appointee is later approved as a regular appointment by the State Civil Service Department. Years of service need not be continuous. Net time in a permanent, full-time appointment shall be used to arrive at the number of years of service.

ARTICLE XII

OVERTIME

A. Compensation or compensatory time off for work in excess of forty (40) hours in any one (1) calendar week shall be computed on a straight time hour for hour basis, except as otherwise set forth in this Article.

B. Any regular member of the Department called in on off-duty hours will be guaranteed a minimum of two (2) hours pay computed at the hourly rate said employee receives for his regular assigned tour of duty, provided said call-in duty is not contiguous with said employee's regularly scheduled tour of duty.

C. Payment for work in excess of forty (40) hours per week shall be computed at the rate of time and one-half (1-1/2) for extra hours worked for Summer Task Force Duty and on the Special Weekends of Memorial Day, July 4th and Labor Day.

D. Each employee shall be allowed to accumulate a maximum of ten (10) work days of compensatory time off. Said compensatory time off may be carried over from year to year, provided the total days accumulated at any time equals no more than ten (10) days. However, no more than five (5) days of such compensatory time off may be added to any vacation period.

E. Compensation for overtime may be taken by the employee either as overtime pay as provided by this Article, or as compensatory time on an hour for hour basis, subject to the manpower needs of the Department.

F. Police Department employees may exchange days, hours of duty tours, with any other agreeable member of the department under written request to the Chief of Police, who shall use reasonable discretion in granting or denial

of the request in accordance to the needs of the department for the safety of the public. Said exchange shall be only with another permanent regular employee of the Police Department during the period from Memorial Day to Labor Day in any calendar year.

G. During the aforesaid period, the Chief of Police, at his discretion and upon written application to him, may permit any regular patrolman or superior officer to have a compensatory time off day provided said applicant shall make available another regular member of the department as his replacement. At least one superior officer shall always be available for every shift.

ARTICLE XIII

BULLETIN BOARDS

A. A bulletin board shall be made available by the Borough for the use of the PBA for the purpose of posting PBA announcements and other information not of an inflammatory or derogatory nature. The Borough may have removed from the bulletin board any material which does not conform with the intent of the above provision of this Article.

B. No Borough job vacancies shall be posted on said bulletin boards except with written permission of the Borough.

ARTICLE XIV

PROBATIONARY EMPLOYEES

A. Upon temporary appointment of a regular officer, the Borough Clerk of Belmar shall withhold in escrow the estimated pension of said employee until his permanent appointment, at which time said money will be applied to said employee's pension.

B. Written notice shall be sent to the employee with respect to the status of the escrow account semiannually.

ARTICLE XV

SALARIES

A. Salaries shall be as set forth in Schedule A attached hereto and made a part hereof

ARTICLE XVI

EDUCATIONAL COMPENSATION

A. An annual amount of \$640.00 shall be granted to any member of the Police Department who has achieved an Associates degree or is entering his junior year at an accredited college or university, with his prime studies up to the time of entry for securing of an Associates degree, having been in the field of criminal justice or police science or police administration.

B. To be eligible for this educational dollar amount, a member must have completed three (3) years in the Belmar Police Department as of January 1, of the year in which the dollar amount is to be given, and must have fulfilled the requirements stated above by February 1 of the year in which said dollar amount is awarded.

C. The dollar amount shall be added to the base pay and shall be paid in the same manner.

D. The Borough shall not pay tuition for college courses.

ARTICLE XVII

P.B.A. RESPONSIBILITIES

A. The P.B.A. shall be responsible for acquainting its members with the provisions of this Agreement.

ARTICLE XVIII

P.B.A. RIGHTS

A. Subject to the manpower needs of the Department, official delegates of the P.B.A. up to a maximum of two (2) will be granted leave with pay in accordance with the provisions of N.J.S.A. 11:26C-4 for the purposes set forth therein. The granting of such leave with pay shall not be unreasonably withheld.

B. P.B.A. activities, in addition to the rights of representation set forth in the Grievance Procedure, may be conducted on Borough property provided such activities do not disrupt normal work operations and provided permission to engage in such activities has been granted in advance by the Borough. Such permission shall not be unreasonably withheld.

C. The P.B.A. shall notify the Borough or its designees of the names of current P.B.A. officers responsible for processing grievances.

D. The employer shall permit the mutually agreed upon number of members of the Association negotiating committee to attend collective bargaining sessions during the duty hours of said designated members. However, only two (2) members of such committee shall be permitted to attend such sessions without loss of pay each for a period of three (3) meetings.

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SPECIAL OFFICERS

A. Upon the vacancy of a post which is normally covered by a regular police officer, another regular police officer would have the option to work this vacated post with the exception of the cycle and detective posts.

B. The vacated post would be defined as one where an officer has taken off because of the use of sick leave, days off from accumulated compensated time or the use of a vacation day which is used other than during the officer's vacation time.

C. If a regular officer is unable to work the vacated post, with the exception of the motorcycle and detective posts, the Chief or his designee, in his discretion, shall assign a qualified special officer to work this post, if available.

ARTICLE XX

INSURANCE PROTECTION

A. The Borough shall continue to provide and maintain all insurance coverage that is in force and in effect at the present time.

B. The Borough will purchase the coverage provided by the State Public and School Employee Health Benefits Program which presently includes:

1. Basic Plan under Blue Cross and Blue Shield.
2. "Extended Basic Outpatient Benefits" and "Extended Basic Benefits" commonly known as "Rider J" Benefits.
3. Major Medical Insurance

C. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XXI

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

C. Nothing contained herein shall be deemed to deny or restrict the employees of their rights pursuant to N.J.S.A. 34:13A-1 et seq.

ARTICLE XXII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIII

COURT APPEARANCES

A. Employees shall receive a minimum of one (1) hour straight time pay for local court appearances arising out of the scope of their employment.

B. Employees shall receive a minimum of four (4) hours straight time pay for County Court and Superior Court appearances arising out of the scope of their employment.

clarity
No Civil Action

ARTICLE XXIV

DUES CHECK-OFF

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the PBA. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15, 9e, as amended. Said monies, together with records of any corrections shall be transmitted to the PBA by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA advising of such changed deduction.

C. The PBA will provide the necessary "Check-off Authorization" form and the PBA will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk. The PBA shall indemnify, defend and save the Borough 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 Borough in reliance upon salary deduction authorization cards submitted by the PBA to the Borough or in reliance upon the official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA of such changed deduction.

TERM AND RENEWAL

A. This Agreement shall be effective as of January 1, 1978 and shall remain in full force and effect up to and including December 31, 1980. In the event a new agreement has not been reached by the parties prior to the expiration of this Agreement, the Agreement shall continue in full force and effect until a subsequent Agreement is executed.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have set their hands and seals at Belmar, New Jersey, on this 14th day of February, 1978.

THE BOROUGH OF BELMAR
POLICEMEN'S BENEVOLENT ASSOCIATION
OF LOCAL NO. 50

BOROUGH OF BELMAR
MONMOUTH COUNTY
NEW JERSEY

By: Negotiating Committee of

By:

Richard T. Lynch (L. S.)
Richard T. Lynch, Member

John A. Taylor
John A. Taylor, Mayor

George G. Giresi (L. S.)
George G. Giresi, Member

Attest:
Donald F. Matthews
Donald F. Matthews, Clerk
(municipal seal)
Deputy Clerk

John Cobb (L. S.)
John Cobb, Chairman

Harold Allen (L. S.)
Harold Allen, Member