

A G R E E M E N T

Between

**THE BOROUGH OF BELMAR
COUNTY OF MONMOUTH, NEW JERSEY**

and

BELMAR POLICEMEN'S BENEVOLENT ASSOCIATION OF LOCAL NO. 50

JANUARY 1, 2014 THROUGH DECEMBER 31, 2017

**Prepared By:
LOCCKE, CORREIA,
LIMSKY & BUKOSKY
24 Salem Street
Hackensack, NJ 07601
(201) 488-0880**

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PREAMBLE

THIS AGREEMENT, made and entered into on this _____ day of _____, 2014, by and between the BOROUGH OF BELMAR, in 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 "PBA"), represents the complete and final understanding on all bargainable issues between the Borough and the PBA 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's Police Benevolent Association of Local No. 50 as the representative for the purposes of collective negotiations of all Patrolmen, Detectives, Sergeants, Lieutenants, 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- Employees Relations Act and all other employees of the Borough of Belmar.
- B. The titles of Patrolman, Detective, Sergeant, Lieutenant 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.
- C. Notwithstanding the language above, should there be a point in time when there is a minimum of two (2) superior officers holding the ranks of Lieutenant and/or Captain, there shall be:
1. The creation of a separate collective bargaining agreement which recognizes the positions of lieutenant and captain.
 2. The collective bargaining agreement for lieutenants and captains shall mirror the current collective bargaining for all patrolmen, detectives and sergeants.
 3. Should the number of superior officers holding the ranks of lieutenant and/or captain fall below two (2), the remaining superior officer shall be immediately reinstated into the rank and file collective bargaining agreement.
 4. At the time of the revision set forth in paragraph 3 above, the terms of the Superior Officers' collective bargaining agreement shall be transferred intact into the rank and file collective bargaining agreement and those terms shall be applicable only to the remaining superior officers.
 5. The Borough agrees that it will permit the superior officers' unit to engage in "coalition bargaining" with the rank and file unit through the entire collective bargaining and interest arbitration process in all subsequent contract negotiations.

Article II
Management Rights

- A. Except as specifically limited by this Agreement, the Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, 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 of 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, to 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 in 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 PBA of its rights, responsibilities and authority under R.S. 40 and R.S. 11A, 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 PBA against any employee on account of race, color, creed, sex or national origin.

- B. There shall be no discrimination, interference, restraint, or coercion by the Borough of any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the PBA or because of any lawful activities by such employees on behalf of the PBA. The PBA, 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 PBA.

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 PBA on behalf of an individual or individuals, or the Borough. Minor discipline of five (5) days or less of suspension or fine shall be subject to this grievance procedure. Oral Reprimands and Written Reprimands shall not be subject to this grievance procedure, but officers may prepare written responses to the Written Reprimand and have them permanently placed in their personnel file.

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 PBA 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.

Step Two:

- (a) In the event a satisfactory settlement has not been reached, the employee or the PBA 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 Mayor and council 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 Appropriate Authority or, in his absence, by the Councilman in charge of the Department of Public Safety, 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

- (a) If the Borough or the Association so desire, they may, within fifteen (15) days following the determination of the Mayor and Council, file for binding arbitration with the Public Employment Relations Commission, and shall follow the rules and regulations of said Commission and the provisions of N.J.S.A. 2A:24-1 et seq.
- (b) Failure to file with the Commission within such time shall be a bar to such arbitration.
- (c) 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.
- (d) 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.
- (e) 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 of 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 Association or its members with such operation.
- B. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting on 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, slow down, walk-out or other job action. The PBA agrees that such action would constitute a material breach of this Agreement.
- C. The PBA agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow down, or other activity aforementioned or support any such action by any other employee or group of employees of the Borough, and that the PBA 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 PBA'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, slow down, walk out, or job action, it is covenanted and agreed that participation in any such activity by any PBA member or any member represented by the PBA 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 or injunction or damages, or both, in the event of such breach by the PBA or its members.

Article VI
Sick Leave

A. DEFINITIONS

Sick leave is hereby defined to mean absence from post of duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a seriously ill member of the employee's immediate family requiring the care 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

For the purpose of computing the earning of sick time, any full time employee whose first day of employment falls on the 15th of the month or prior, shall earn sick time as if working the entire month. Any employee whose first day of employment falls on the 16th of the month or thereafter, will not be credited with any sick time for that month. 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.
5. The cash value of accumulated leave can be used for time off at the discretion of the employee.

D. REPORTING OF ABSENCE ON SICK LEAVE

If any employee is absent for reasons that entitled him to sick leave, his/her 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/her 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.
3. Any employee taking sick leave shall not return to work for at least twenty-four (24) hours unless the Chief of Police determines that an emergency exists requiring additional staffing, except for normal tour changes.

E. VERIFICATION OF 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 one 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 seven (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 medial evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences 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 expenses 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 childbirth shall not be included as a person seriously ill, unless there are medical complications proved by a doctor's certificate.

F. BEREAVEMENT LEAVE

1. Employees shall be granted up to three (3) days of leave without loss of pay in the event of a death in the employee's immediate family. For purposes of this section, immediate family shall include brother, sister, father, mother, grandmother, grandfather, father in law, mother in law, son in law, daughter in law, grandfather in law, grandmother in law, and step relatives of the same degree. Such leave shall be limited to three (3) consecutive work days, of which one of the days will be the day of internment, unless it is mutually agreed to otherwise in writing by the Chief of Police and the employee. Should a death occur prior to an employee's scheduled vacation, and the Department is so notified of said death in family by the employee, the employee may opt to substitute bereavement leave, as described above, for vacation leave, thereby allowing the employee to reschedule vacation leave.
2. Employees shall be granted leave without loss of pay for one (1) day of the funeral in the event of the employee's grandchild, aunt, uncle, nephew, niece, brother in law, sister in law, cousin of the first degree and step relatives of the same degree.
3. In case of death as enumerated in Subsections 1 and 2 of Section F above under the requirements of this Article and 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.

5. Employees will be notified by April 15 of the amount of their accumulated sick leave credits, including partial reimbursement credits pursuant to Article VI(b), at the end of the preceding calendar year.
6. An employee who suffers the death of a current spouse or biological child will be entitled to 10 days' leave with pay due to such loss.

G. ON DUTY INJURY

In the event an officer is injured on duty, the officer must immediately report such injury and follow all procedures under the Workers' Compensation laws, N.J.S.A. 34:15-1 *et seq.* The officer shall be entitled to 365 days of leave at 100% salary. Thereafter, the officer shall be compensated at 70% salary and the Borough shall pay 100% of all pension payments and medical insurance payments.

Article VII
Partial Reimbursement for Unused Sick Leave

The partial reimbursement for sick leave shall be calculated as follows:

1. The difference between the number of sick days used and the fifteen (15) allowance 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 actual date of employment to December 31st of the year in order to establish an new average daily earnings rate.
 3. If the number of sick days used in such calendar years exceeds fifteen (15), 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 fifteen (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 subsection B-3 preceding.
- C. At the time of retirement or death of employee, the partial reimbursement for unused sick leave shall be as follows: 50% of total credits from unused sick leave.
1. Employees hired on or after January 1, 2006, shall, at the time of retirement or death, receive a partial reimbursement for unused sick leave based on fifty (50%) percent of total credits from unused sick leave, but the maximum reimbursement cannot be greater than Fifteen Thousand Dollars (\$15,000.00).
- D. Notice of Retirement
1. The retiring employees 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 payment 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.
- E. 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 VIII
Holidays

- A. All employees covered by this Agreement shall receive a full day's pay or compensatory time off (at the option of the employee) for each of the following thirteen (13) holidays during the calendar year. Said holidays are listed as follows:

January 1	Martin Luther King's Birthday
Presidents' Day	Good Friday
Last Monday in May	July 4 th
First Monday in September	Second Monday in October
First Tuesday after First Monday in November	Fourth Thursday in November
December 25 th	

- B. Employees of the Police Department shall receive a full day's pay for any special holiday designated by the Mayor and Council of the Borough of Belmar for all other municipal employees. In the event the Mayor or Council President should elect to close the Borough offices due to the inclement weather or a State of Emergency, those employees working between the hours of 9:00 a.m. to 4:30 p.m. will receive compensatory time for the amount of time the Borough offices remained closed. This compensatory time must be scheduled with the approval of the Chief of Police or his designee.
- C. The parties agree that the members of the bargaining unit shall exercise their option to take holiday time, as set forth in Paragraph A above, as paid time or compensatory time. Should an employee elect to take compensatory time, then they shall be subject to the terms as set forth in Article IX, Section H. The choice will be made during the month of January in the year the holidays are earned. Those who choose to take compensatory time off shall make their election on the basis of seniority before January 1st of each year in order to facilitate scheduling. In the event an employee shall elect to take pay instead of compensatory time off for his holidays he will submit a voucher for payment and those vouchers will be honored as heretofore by the Borough. In the event a member of the bargaining unit elects to change the day off selected on the schedule, he must apply a reasonable time beforehand and such requests shall not be unreasonably denied.

Article IX
Vacations

- A. Employees shall earn annual leave for vacation purposes on a 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 through seven (7) years of service - 12 working days of vacation.
 3. Beginning eighth (8) year of service and through twelfth (12) year of service - 15 working days of vacation.
 4. Beginning thirteenth (13) year of service and through to seventeenth (17) years of service - 20 working days of vacation.
 5. Beginning eighteenth (18) year of service and through twenty-second (22) year of service - 25 working days of vacation.
 6. Beginning twenty-third (23) year of service and up to the beginning of twenty-seventh (27) year of service - 30 working days of vacation.
 7. In the final year of service - all employees 1/12 of annual vacation for each month of service in final year. For the purposes of computing the earning of vacation time, any full-time employee whose first day of employment falls on the 15th of the month or prior shall earn vacation time as if working for the entire month. An employee whose first day of employment falls on the 16th day of the month or thereafter, will not be credited with any sick or vacation time for that month.
- 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 reemployed or reinstated shall be considered a new employee for the purposes 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. Only two (2) officers shall be permitted to be on vacation in July and August. During July and August an officer may pick vacation time off continuous up to four weeks during the Officer selection time. During July and August Officers cannot tack on an extra week (five days day of compensatory time as described in Article XII paragraph C.1.
 - 2. Employees shall have the option of splitting their vacation period with another agreeable employee with the authorization of the Chief of Police.
- G. Any employee not using any sick leave time between January 1 thru June 30 shall receive two (2) vacation days and between July 1 through December 31 shall receive two (2) vacation days. The two time frames allow two (2) separate vacation days each for a total of four (4) days to be used in the next calendar year. These additional days shall be used in the year credited and shall not be cumulative.
- H. Accrued vacation time (vacation time, holidays, personal days when taken together as vacation) shall be taken in the following year in which the employee earns that time. The vacation period would then run from January 1 through December 31 of the calendar year.
- I. Any employee moving from one vacation step to another step shall have the additional time prorated accordingly to the months in the new step. This time shall be calculated on the 1/12th method; 1/12th for each month based on the increased number of days in the new step.

Article X
Legal Defense

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 and 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 of the first full month of service after permanent appointment as follows:

On completion of 5 years of service - 2 % of base pay not including overtime.
On completion of 10 years of service - 4 % of base pay not including overtime.
On completion of 15 years of service - 6 % of base pay not including overtime.
On completion of 20 years of service - 8 % of base pay not including overtime.
On completion of 24 years of service -10 % of base pay not including overtime.
 2. Date of permanent appointment shall mean the effective date of regular appointment by the Department of Personnel of the State of New Jersey. Where no list has been established by the State Personnel 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 Personnel 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.
- B. Effective January 1, 2014 newly hired employees shall not receive longevity pay.

Article XII
Overtime

- A. Overtime shall be defined as time worked in excess of eight (8) hours in a calendar day or one hundred twenty (120) hours in a three week work cycle, including Summer Task Force Duty assignments, except that time worked in excess of eight (8) hours in a calendar day shall not be considered overtime if it occurs on the first day of a regular shift change scheduled in accordance with Article XXIV. In addition, time worked in excess of forty (40) hours in a Monday through Sunday workweek shall be treated as overtime.
- B. Overtime shall be compensated at a time and one half rate. The employee shall have the option of being compensated in cash or compensatory time. If the compensatory time option is elected, the employee shall be credited with one and one half hours of compensatory time each hour of overtime worked.
- C.1. Each employee shall be allowed to accumulate a maximum of Two Hundred (200) hours of compensatory time off. Said compensatory time off may be carried over from year to year, provided the total hours accumulated at any time equals no more than Two Hundred (200) hours. No more than 5 days or 40 hours in total may be tacked on as a block to an employee's vacation period. In addition, an employee may "tack on", in no more than 2 day blocks, an additional total 4 days or 32 hours of compensatory time on to an employee's existing scheduled vacation. Employees will not be permitted to "tack on" holidays or personal days to vacation periods; the only "tacking on" to vacation periods permitted is as set forth above. The employee will provide, at minimum, the notice required in Section C.2 below to the Police Department for the "tacking on" of compensatory time to scheduled vacations.
- C.2. If an employee requests a day off for use of compensatory time as described in Section C.1 above, that request must be submitted to the Police Department by handing in a completed compensatory time use form to the superior officer in charge of scheduling at the time of application no less than 168 hours before the start of the shift for which the compensatory time is to be utilized. If the officer in charge is not available at the time of submission, the employee may hand the request to the dispatcher working at that time. If management incurs an overtime expense as a result of the requested time off, then this time will be deducted at a time and a half basis. If management does not incur an expense, then this time will be deducted at an hour for hour basis. Management still maintains the right to deny a time off request for just cause.
- C.3. The Private Employment of Off-duty Police Personnel rate shall be Sixty-Five Dollars (\$65.00) per hour exclusive of the Administrative rate established by the Borough except that the rate for in-town schools and Borough of Belmar construction work shall be Fifty Dollars (\$50.00) per hour exclusive of the Administrative rate established by the

Borough. The ordinance will be the same as Ordinance No. 5-2.6 except for the rate of pay. The Borough shall also establish its Administrative rate in this ordinance.

- D. Any regular member of the Department called in on off-duty hours will be guaranteed a minimum of two (2) hours of pay, provided call in duty is not continuous with said employee's regularly scheduled tour of duty.
- E. Overtime shall be assigned in accordance with the following procedures:
 - 1. Management may assign overtime in order to replace an absent officer or whenever the needs of the Department require.
 - 2. Overtime shall be assigned on a voluntary seniority rotation basis provided, however, that management may make involuntary overtime assignments if there are any insufficient number of volunteers.
 - 3. Management shall offer overtime to regular members of the Department when the assignment is made to fill a vacant regular police post. For purposes of this section, a regular police post is one to which a regular police officer has been assigned by the existing work schedule but shall not include any sub posts, detective posts or motorcycle posts. A vacant post is defined as one where an officer has been taken off because of the use of sick leave, accumulated compensatory time, personal day or the use of a vacation day which is used other than during the officer's vacation time.
 - 4. Except for unanticipated events for which the Chief of Police has shorter notice the Chief shall post overtime manpower lists for volunteers at least fourteen (14) days in advance of all major weekends and all advertised special events hosted by the Borough of Belmar as specified in the Borough Resolutions.
 - 5. The Chief of Police will attempt to fill manpower needs through volunteers on the normal overtime list. If no volunteers are found, the most junior officer who is off that day (the shift prior and the shift after) will be ordered in on a rotating basis. This procedure is only applicable to those situations when the Chief of Police determines that additional overtime manpower is needed.
- F. An employee may exchange days or hours of duty tours with any other qualified employee of the Police Department pursuant to the procedures set forth below. Requests for approval (which shall be made in writing when possible) of such exchanges must be made to the Patrol Commander, who shall use reasonable discretion in granting or denying the request in accordance with the needs of the Department. If the Patrol Commander is not available to respond to a written request, the officer may contact the Patrol Commander by telephone between the hours of 9:00 a.m. and 9:00 p.m. only.

- G. Requests for compensatory and / or personal leave shall be granted according to the following guidelines.
1. On the three (3) major weekends, Memorial Day, July 4th, and Labor Day, personal leave and compensatory time requests must be filled. If they are not filled they are canceled. It is understood that not more than two (2) officers per shift may request a compensatory day and or personal day unless all overtime slots posted by the department are filled by volunteers, in which case one (1) officer per shift, total of three (3), may request a personal day and / or compensatory day.
 2. On all other weekends the past practice, which is that a request for time off will only be granted if the vacancy thereby created can be filled by the Department with another qualified employee, shall continue for the granting of personal leave and or compensatory leave. Such leave shall be granted if the vacancies are filled. If the Chief of Police decides to fill the vacancy and no volunteers are found, the request will be denied.
 3. No personal leave and / or compensatory leave will be granted on Greek Sunday absent extraordinary circumstances.
 4. At least one (1) superior officer shall always be available for every shift during the period between Memorial Day and Labor Day.

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 any 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 board 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 semi-annually.

Article XV
Salaries and Uniform Allowance

- A. Salaries for employees covered by this agreement shall be as set forth on Schedule A annexed.
- B. Superior officers' salaries shall be calculated by adding a seven (7%) percent rank differential to the top base pay of a top step patrolman. The base rate of a lieutenant shall be calculated by adding seven (7%) percent to the base rate of a sergeant and the base rate of captain shall be calculated by adding seven (7%) percent to the base rate of a lieutenant.
- C. Employees assigned as detectives shall receive, in addition to other compensation provided in this agreement, the salary as determined by Schedule A attached hereto, and where not shown in Schedule A it shall be 3.3% higher than the officers' base salary.
- D. All employees covered by this agreement shall receive a uniform allowance of \$500.00 to be paid in January each year in a separate check.

Article XVI
Educational Compensation and Incentive Pay

A. Educational Compensation

1. An annual amount of One Thousand Dollars (\$1000.00) for a Bachelor's Degree or Seven Hundred Fifty Dollars (\$750.00) for an Associates Degree shall be granted to any member of the Police Department who has achieved said Degree or is entering his junior year at an accredited college or university, with his primary studies up to the time of entry for securing of said Degree having been in the field of criminal justice or police science or police administration.
2. 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.
3. The dollar amount shall be added to the base pay and shall be paid in the same manner.
4. Educational Salaries on the attached Salary Guide are for Associates Degree only. Officers holding a Bachelor's Degree need to add \$250.00 to the officer's pay with education.

B. Incentive Program

1. In order to encourage employees to develop skills of value to the Department beyond the skills required of every police officer, the parties have established a Physical Fitness Program as follows:
 - a. At the employee's option, they can participate in the Belmar Police Department's physical fitness program. This Program will involve employees' engaging in physical fitness activities during or after work hours. Any employee participating in the Program will be required to spend at least 80 hours per year in the Department's workout facilities (which time can be accumulated either on duty or off duty), or an outside facility/venue provided the employee contacts the Department and notifies them of his/her starting and ending time.
 - b. Such physical fitness training outside the Department's workout facility is subject to verification by the Department during the period of physical activity, and the Borough will make a reasonable effort to accord each employee (except for employees on extended leaves of absence) the opportunity to spend at least 80 hours per year in the workout facility.

- c. The Department's shift commanders will arrange, when possible and as impacted upon by operational manpower needs, for officers to spend no more than 1 hour per session (and no more than 3 one hour sessions per week) at the Department's workout facility. In addition, again assuming that the employee is not on an extended leave, every police officer will spend at least 10 hours per calendar year quarter during work time at the workout facility.
- d. The intent of the physical fitness evaluation and training program is to encourage police officers to participate in a physical fitness program for that year.
- e. In order to be eligible to use eighty (80) hours as set forth in Paragraphs a, b and c above, the officer must commit to a full year of participation in this Program.
- f. Should an officer be unable to participate, for reasons of injury, illness, suspension or other just cause the employee will still be considered to a participant in the Program.

Article XVII
PBA Responsibilities

The PBA shall be responsible for acquainting its members with the provisions of this Agreement.

Article XVIII
PBA Rights

- A. Subject to the manpower needs of the Department, official delegates of the PBA up to a maximum of two (2) will be granted leave with pay in accordance with the provisions of N.J.S.A. 11A:2C-4 for the purposes set forth therein. The granting of such leave with pay shall not be unreasonably withheld.
- B. PBA 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 PBA shall notify the borough or its designees of the names of current PBA 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 for a period of three (3) meetings.
- E. Subject to the manpower needs of the Department, and not in excess of 100 hours per representative excluding those hours under section A above, the President or State Delegate of PBA Local No. 50 and/or the Unit Representative of the Belmar Unit of PBA 50 who is a member of the Belmar Police Department, up to a maximum of two (2), shall have paid leave to attend to legitimate PBA business. Only one (1) official shall be excused from duty if members occupy more than one PBA position, unless the parties agree otherwise. The granting of such leave with pay shall not be unreasonably withheld.

Article XIX
Insurance Protection

- A. Effective August 1, 2001 the Borough will purchase the coverage provided by the State Health Benefits Plan (hereinafter referred to as the "Program"). Where optional coverages are permitted by the program, the Borough will purchase the optional coverage selected by the employee.
1. Effective January 1, 2011, all employees shall be required to pay fifteen percent (15%) of the published "dependent coverage" cost for the plan in which the employee is enrolled as established by the New Jersey State health Benefits Plan ("SHBP") or 1.5% of base pay, whichever is greater. The contributions under this section comply with the statutory mandated employee contributions.
- B. The Borough shall provide medical insurance coverage to bargain-unit members who retire from the Police Department under the provisions of the Police and Fire Pension System after January 1, 1987, on the following terms:
1. Coverage shall be equivalent to that provided employees under Section A.
 2. Such coverage shall be maintained by the Borough for retired employees until such employee reaches the age of sixty-five (65) and becomes eligible for Medicare. Thereafter, the Borough shall provide "Wrap-around" coverage, i.e. insurance to cover the difference between Medicare benefits levels and those provided the regular employees, as provided in Section A.
 3. Employees who retire on disability pension and, as a consequence of that disability, do not accrue the 16 quarters of membership in the Social Security System to be eligible for Medicare Benefits shall continue to be provided the full coverage set forth in Subsection 1.
 4. Retirees shall be required to pay twenty percent (20%) of the published cost for the plan in which the retiree is enrolled as established by the New Jersey State Health Benefits Plan ("SHBP").
- C. The Borough shall provide employees with a family prescription insurance program and employees will be required to pay the generic and brand name co-pay established by the SHBP.
- D. Employees shall continue to be permitted to enroll in the dental insurance program provided by International Health Care Service, Inc. Group No. J 1019 and to pay for the cost of such group dental insurance program through the payroll deduction plan.

Coverage shall be the same as provided to other Borough employees. Premiums shall not exceed the rates charged for other Borough employees enrolled in the program.

1. PBA members will be enrolled in the Borough's Delta Dental Plan, or such plan that is offered, at the Borough's sole cost.

E. Effective January 1, 2006, the Borough shall establish an "Opt-Out" program. For those who choose to opt-out after May 21, 2010, the statutory provisions regarding opt-outs shall apply.

2. For those who were enrolled in the "Opt-Out" Program prior to May 21, 2010, the Program shall pay an employee who opts out of the Borough's health insurance plans, fifty (50%) percent of the cost of the said plans for each calendar year.

- a. An employee must submit proof to the Borough of his/her alternate coverage.

- b. Should an employee lose their ability to be covered by the alternate coverage (e.g. loss of spouse's employment, divorce, etc.), then the employee shall be re-enrolled into the Borough's health insurance plans during the established enrollment period. If the employee received any payment under the Program during the year the employee re-enrolls in the Borough's health insurance plans, then he/she shall repay the Borough the monies received on a pro-rated basis.

3. Employees who choose to opt-out after May 12, 2010, shall be paid at twenty-five (25%) of the cost of the said plans for each calendar year.

4. This program shall pay a retiree twenty percent (20%) of the published cost for the plan for those retirees enrolled in the SHBP NJ Plus or a substantially similar Point of Service Plan. Should any part of this subsection be determined to be in conflict with the laws and regulations of this State, section B.4. of this same Article will be suspended until renegotiated. During said negotiations the parties agree that retirees will be bound to the requirements of paragraph A.1. of this Article. If parties are unable to reach a mutual agreement to resolve the issue, the parties agree that an Arbitrator will retain jurisdiction to provide full and binding resolution of this matter.

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

G. The parties understand that the State Policemen's Benevolent Association is attempting to have legislation adopted that would compel municipalities to provide post-retirement

health insurance coverage for retired employees through the State Police and Fireman's Pension Plan (the "SPFP Plan"). The parties agree that upon the adoption of such legislation, the post-retirement health insurance coverage provided through the SPFP Plan shall be substituted for the post-retirement health benefits coverage provided by the Borough herein, provided that the coverage to be provided under the SPFP Plan is substantially similar or equal to the post-retirement health benefits coverage provided by the Borough herein. In the event it is determined that the coverages are not substantially similar or equal, the Borough shall be entitled to pay the difference in benefits or get an insurance policy that will cover the difference between the two plans, in which event the SPGP Plan, as supplemented by the Borough, shall be substituted for post-retirement health benefits coverage provided by the Borough herein. Particularly material to this agreement is the understanding that all health plans referred to in this Agreement shall provide that they shall be non-contributory on the part of the employee or spouse and that all programs shall include the employee and spouse.

- H. The Borough shall provide each employee and family members with an eyeglass prescription and examination insurance plan at no cost to the employee and which shall be comparable to the plan carried by other Borough employees and their families. H. Employees hired after January 1, 1997 will receive managed medical insurance coverage for him/herself only for the first three (3) years of employment. After three years of employment the bargaining unit members shall receive managed medical insurance coverage for him/herself and family. This provision shall not apply for the period of time that the Borough is enrolled in the State Health Benefits Plan.

Article XX
Court Appearances

- A. Employees required to appear in local court while off duty shall be credited with a minimum of one (1) hour working time.
- B. Employees required to appear in County Court or Superior Court while off duty shall be credited with a minimum of four (4) hours working time.
- C. Time credited pursuant to Sections A and B of this article shall be paid at a time and one half rate if it satisfies the definition of overtime set forth in Article XII, Section A.
- D. Employees required to appear for jury duty shall be paid their regular salary.

Article XXI
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. 52: 14-15.9(e), 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 change and deduction.

- C. The PBA will provide the necessary "Check-Off" Authorization form and the PBA will secure the signatures of its members on the form and deliver the signed forms to the Borough Clerk. The PBA shall indemnify, defend and hold 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.

Article XXII
Departmental Meetings

- A. The Chief of Police may schedule up to two (2) departmental meetings per year which all employees are required to attend without compensation.

- B. Each meeting will be limited to one (1) hour and will be held at the beginning or end of a scheduled shift.

Article XXIII
Agency Shop

- A. PBA Local 50 of Belmar shall be entitled to a representation fee in lieu of dues by payroll deduction from the salaries of the police officers in the Police Department in the Borough of Belmar who are not members of PBA Local No. 50. This paragraph shall be subject to and interpreted and supplemented by N.J.S.A. 34:13A-5.5, 5.6, 5.7, and 5.8.

- B. PBA Local No. 50 of Belmar covenants that it has established and maintained a demand and return system which provides pro rata returns of dues as provided in N.J.S.A. 34:13A-5.5. This representation fee in lieu of dues by payroll deductions of non-PBA Local No. 50 of Belmar has established a demand and return system, as provided in N.J.S.A. 34:13A-5.5 and will cease to be effective upon the elimination of the demand and return system.

- C. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The union shall intervene in, and defend, any administrative or court litigation concerning this provision. In such litigation, the employer shall have no obligation to defend this provision.

Article XXIV
Notification of Shift Changes

- A. The Chief of Police is permitted to change an employee's regular shift assignment without incurring overtime by posting the change on the Police Department's schedule. If an employee is not working for one or more days prior to 168 hours before the shift change is to be implemented, the Chief of Police or his designee shall make a reasonable attempt to contact the employee so as to notify the employee verbally of the scheduled change, or will attempt to leave a message for the employee. An employee required to work due to a schedule change for which less than 144 hours' notice was provided will be paid at time and a half for each day of work within the 144 hour notice provision due to such schedule change at time and a half basis. Schedule changes with less than 144 hours' notice will be posted on the work schedule. If the employee is not working at all prior to the schedule change (due to a vacation, for example), the Chief of Police or his designee will follow the procedures set forth above (verbal notification or, absent contact, attempt to leave a message).
- B. In situations not covered by paragraph A of this article, an attempt will be made by management to notify the employee of the scheduled change, but it will be the responsibility of the employee to check the schedule prior to 168 hours.
- C. The above notice requirement shall not apply to temporary overtime assignments.
- D. Shift schedules will be posted four (4) weeks in advance.
- E. The employee will bring to the attention of their immediate supervisor any conflicts they observe in their work schedule. These conflicts will include, but not be limited to, schedule to work in excess of forty (40) hours in a work week; working less than forty (40) hours in a work week; inadequate hours off between shifts (less than eight (8) hours); not assigned to the work schedule; scheduled off on vacation when they are not supposed to be.

Article XXV
Out of Rank Pay

- A. An employee shall be entitled to Out of Rank pay when a rank and file police officer replaces a Sergeant (or other superior officers, as the case may be) as the "Officer in Charge" (OIC) of a full shift.
- B. The Chief of Police or his designee shall designate the OIC for each shift.
- C. Under this Article, the Police Chief, in determining the assignment of an officer to perform as the OIC, shall make every reasonable effort to assign an officer based upon their seniority in the Department, except as special needs or circumstances exist.
- D. When a police officer is assigned by designation of the Police Chief or Designee, as OIC for a particular patrol shift, he/she shall be compensated at seven percent (7%) above the officer's current rate of pay (including longevity and other increment(s)) as would normally be due to the officer being assigned to perform as the OIC, however this compensation shall not be higher than the sergeants' rate of pay established in this contract.
- E. An officer shall also be entitled to OIC compensation if he/she serves as the OIC by default. This situation would arise when there is no other superior officer working during a full shift. The only exception to this is if during a shift, a superior officer is working.
- F. Between the Memorial Day weekend and the Labor Day weekend, the Borough shall either have a sergeant or a designated rank and file officer assigned pursuant to the work schedule, as the OIC. If there is no designation on the work schedule, the most senior rank and file officer assigned to that shift shall be entitled to the OIC pay.
- G. Notwithstanding the above, when an officer of a superior rank position (lieutenant or captain) in a permanently filled position is absent from their duties for more than fifteen (15) consecutive workdays, an employee assigned to that position shall be entitled to the OIC compensation for every day after the 15th day of the assignment pursuant to the formula set forth in subsection D above.
 - 1. Notwithstanding the provisions above, should the Employer make a determination not to fill a lieutenant's or captain's position (e.g. upon the retirement of a superior officer), an officer shall not be entitled to OIC pay unless the Chief or his/her designee assigns, in writing, the lower ranking officer to be OIC for the shift.

- H. No officer shall be requested or ordered to assume or perform the duties of the Chief of Police without receiving the lesser of the regular rate of pay for Chief of Police or seven percent (7%) above the officer's current rate of pay (including longevity and other increment(s)) as would normally due to the officer. In no event will the acting officer's pay be less than their current rate of pay (including longevity and other increment(s)) as would normally due to the officer.

- I. Any disputes arising in regard to the vacancy of a higher rank shall be pursued through the Department of Personnel. All other disputes regarding compensation for OIC pay shall be subject to the parties' negotiated grievance procedure.

Article XXVI
Personal Days

- A. Each member of the bargaining unit shall be granted three (3) personal days per year to be taken at the officer's discretion, but subject to his/her supervisor's approval, which such approval will not be unreasonably withheld.

- B. Any employee who remains accident free throughout the calendar year will be compensated with an additional personal day the following calendar year. An accident shall be defined as an accidental injury to the officer, or any report of an accidental injury.

Article XXVII
Voluntary Resignations

- A. If an employee resigns from the Police Department prior to the completion of three (3) years of service, he shall reimburse the borough for the cost of training and equipment which was incurred by the Borough for his benefit while he was employed in accordance with the following schedule:
1. Resignation prior to the completion of one (1) year of service - 75% of the cost to the Borough but not to exceed \$1,500.00 in cost to the resignee.
 2. Resignation after completion of one (1) year of service but prior to the completion of two (2) years of service - 50% of the cost to the Borough but not to exceed \$1,000.00 in cost to the resignee.
 3. Resignation after completion of two (2) years of service but prior to the completion of three (3) years of service - 25% of the cost to the Borough but not to exceed \$500.00 in cost to the resignee.
- B. Nothing in this provision shall limit the right of employees to receive clothing and clothing maintenance benefits.
- C. The level of reimbursement required of early voluntary resignees is contingent upon the Borough of Belmar continuing to provide new hires with the same amount and quality of equipment as is current practice.

Article XXVIII
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.
- D. For all employees employed with the Borough of Belmar as Of January 1, 2009, and who remain continuously employed until such time as the Borough may implement a merger, regionalization and or shared service agreement with another municipal or other government agency:
 - 1. If the Employer determines to merge, regionalize, and/or share services with another municipal or other governmental agency, the employer will make a good faith effort to negotiate terms within the merged, regionalized, and/or shared services agreement which would provide employment for any affected Belmar employee at their same rate of pay with the new employer.
 - 2. If the employer is unable to negotiate such terms in a merged, regionalized, and/or shared services agreement for any employee, the affected employee shall be deemed to have been terminated from employment. If the affected employee has waived any and all claims against the Borough arising out of, or related to, the right to continued employment with either the Borough or the newly merged unit, the Employer shall pay the affected employee severance pay in the amount equivalent to two (2) weeks per year of service with the Borough. Severance pay shall be calculated using the affected employee's current base salary, including longevity and other stipends.

Article XXIX
Separability and Savings

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 XXX
Term and Renewal

This Agreement shall take effect retroactively to January 1, 2014 and shall remain in full force and effect up to and including December 31, 2017. 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 representative, have set their hands and seals at Belmar, New Jersey, on this _____ day of _____, 2014.

Mayor Matt Doherty
BOROUGH OF BELMAR

Mark Walsifer
PBA LOCAL NO. 50

Nicholas Walsifer
PBA LOCAL NO. 50

Greg Desserich
PBA LOCAL NO. 50

Michael Campbell
PBA LOCAL NO. 50

Michael Allen
PBA LOCAL NO. 50

DATED:

Article XXX
Term and Renewal

This Agreement shall take effect retroactively to January 1, 2014 and shall remain in full force and effect up to and including December 31, 2017. 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 representative, have set their hands and seals at Belmar, New Jersey, on this _____ day of _____, 2014.

Mayor Matt Doherty
BOROUGH OF BELMAR

Mark Walsifer
PBA LOCAL NO. 50

Nicholas Walsifer
PBA LOCAL NO. 50

Christopher Lynch
PBA LOCAL NO. 50

Michael Campbell
PBA LOCAL NO. 50

Michael Allen
PBA LOCAL NO. 50

DATED:

**SCHEDULE A-4
POLICE SALARIES
2014 + hldy 1.5%**

Position	Step									Years After									
	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	6th Step	7th Step	8th Step	9th Step	5 years	10 years	15 years	20 years	24 years	
POLICE																			
Patrolman	\$ 36,583	\$ 43,525	\$ 51,468	\$ 59,410	\$ 67,352	\$ 75,295	\$ 83,237	\$ 91,179	\$ 99,120	\$ 76,800	\$ 84,902	\$ 93,003	\$ 101,439	\$ 103,428	\$ 105,417	\$ 107,406	\$ 109,395	\$ 110,145	
Patrolman/Education	\$ 80,160	\$ 88,102	\$ 96,045	\$ 103,987	\$ 111,929	\$ 119,871	\$ 127,813	\$ 135,755	\$ 143,697	\$ 82,926	\$ 91,595	\$ 100,263	\$ 108,540	\$ 110,668	\$ 112,797	\$ 114,925	\$ 117,053	\$ 117,803	
Sergeant	\$ 80,565	\$ 88,507	\$ 96,450	\$ 104,392	\$ 112,334	\$ 120,276	\$ 128,218	\$ 136,160	\$ 144,102	\$ 106,412	\$ 115,081	\$ 123,750	\$ 132,419	\$ 134,110	\$ 135,801	\$ 137,492	\$ 139,183	\$ 140,934	
Sergeant/Education	\$ 81,315	\$ 89,257	\$ 97,199	\$ 105,141	\$ 113,083	\$ 121,025	\$ 128,967	\$ 136,909	\$ 144,851	\$ 107,162	\$ 115,831	\$ 124,500	\$ 133,169	\$ 134,860	\$ 136,551	\$ 138,242	\$ 139,933	\$ 141,624	
Lieutenant										\$ 113,861	\$ 119,811	\$ 125,761	\$ 131,711	\$ 137,661	\$ 143,611	\$ 149,561	\$ 155,511	\$ 161,461	
Lieutenant/Education										\$ 114,611	\$ 120,561	\$ 126,511	\$ 132,461	\$ 138,411	\$ 144,361	\$ 150,311	\$ 156,261	\$ 162,211	
Captain										\$ 121,831	\$ 127,781	\$ 133,731	\$ 139,681	\$ 145,631	\$ 151,581	\$ 157,531	\$ 163,481	\$ 169,431	
Captain/Education										\$ 122,581	\$ 128,531	\$ 134,481	\$ 140,431	\$ 146,381	\$ 152,331	\$ 158,281	\$ 164,231	\$ 170,181	
DETECTIVE																			
Patrolman	\$ 39,757	\$ 44,962	\$ 50,167	\$ 55,372	\$ 60,577	\$ 65,782	\$ 70,987	\$ 76,192	\$ 81,397	\$ 79,335	\$ 87,703	\$ 96,072	\$ 104,787	\$ 106,842	\$ 108,896	\$ 110,951	\$ 113,005	\$ 113,005	
Patrolman/Education	\$ 62,121	\$ 70,325	\$ 78,529	\$ 86,734	\$ 94,938	\$ 103,142	\$ 111,346	\$ 119,550	\$ 127,754	\$ 80,085	\$ 88,453	\$ 96,822	\$ 105,537	\$ 107,592	\$ 109,646	\$ 111,701	\$ 113,755	\$ 113,755	
Sergeant	\$ 83,224	\$ 92,002	\$ 100,781	\$ 109,559	\$ 118,338	\$ 127,117	\$ 135,896	\$ 144,675	\$ 153,454	\$ 84,888	\$ 93,843	\$ 102,797	\$ 112,122	\$ 114,320	\$ 116,519	\$ 118,717	\$ 120,916	\$ 120,916	
Sergeant/Education	\$ 83,974	\$ 92,752	\$ 101,531	\$ 110,310	\$ 119,089	\$ 127,868	\$ 136,647	\$ 145,426	\$ 154,205	\$ 85,638	\$ 94,593	\$ 103,547	\$ 112,872	\$ 115,070	\$ 117,269	\$ 119,467	\$ 121,666	\$ 121,666	
Lieutenant										\$ 117,818	\$ 123,768	\$ 129,718	\$ 135,668	\$ 141,618	\$ 147,568	\$ 153,518	\$ 159,468	\$ 165,418	
Lieutenant/Education										\$ 118,388	\$ 124,338	\$ 130,288	\$ 136,238	\$ 142,188	\$ 148,138	\$ 154,088	\$ 160,038	\$ 166,038	
Captain										\$ 125,861	\$ 131,811	\$ 137,761	\$ 143,711	\$ 149,661	\$ 155,611	\$ 161,561	\$ 167,511	\$ 173,461	
Captain/Education										\$ 126,601	\$ 132,551	\$ 138,501	\$ 144,451	\$ 150,401	\$ 156,351	\$ 162,301	\$ 168,251	\$ 174,201	

**SCHEDULE A-4
POLICE SALARIES
2016 1.5%**

Position	Step									Years After															
	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	5 years	5 years	5 years	5 years	5 years	10 years	8th Step	15 years	9th Step	20 years	9th Step	24 years	9th Step			
POLICE																									
Patrolman	\$ 36,658	\$ 44,841	\$ 53,023	\$ 61,206	\$ 69,388	\$ 77,570	\$ 85,753	\$ 93,935	\$ 102,118	\$ 79,122	\$ 87,468	\$ 95,814	\$ 104,505	\$ 106,555	\$ 107,305	\$ 109,354	\$ 111,403	\$ 113,452	\$ 115,501	\$ 117,550	\$ 119,599	\$ 121,648	\$ 123,697	\$ 125,746	
Patrolman/Education	\$ 61,956	\$ 70,138	\$ 78,320	\$ 86,503	\$ 94,685	\$ 102,867	\$ 111,050	\$ 119,232	\$ 127,414	\$ 84,660	\$ 93,590	\$ 102,521	\$ 111,821	\$ 114,013	\$ 116,206	\$ 118,398	\$ 120,591	\$ 122,783	\$ 124,975	\$ 127,167	\$ 129,359	\$ 131,551	\$ 133,743	\$ 135,935	
Sergeant	\$ 83,000	\$ 83,750	\$ 91,755	\$ 100,510	\$ 101,260	\$ 109,629	\$ 110,378	\$ 118,747	\$ 120,513	\$ 85,410	\$ 94,340	\$ 103,271	\$ 112,571	\$ 114,763	\$ 116,955	\$ 119,148	\$ 121,341	\$ 123,533	\$ 125,725	\$ 127,917	\$ 130,109	\$ 132,301	\$ 134,493	\$ 136,685	
Sergeant/Education	\$ 117,302	\$ 118,052	\$ 126,513	\$ 128,263	\$ 136,724	\$ 137,474	\$ 145,935	\$ 146,685	\$ 155,146	\$ 128,024	\$ 130,534	\$ 133,044	\$ 135,554	\$ 138,064	\$ 140,574	\$ 143,084	\$ 145,594	\$ 148,104	\$ 150,614	\$ 153,124	\$ 155,634	\$ 158,144	\$ 160,654	\$ 163,164	
Lieutenant	\$ 126,513	\$ 128,263	\$ 136,724	\$ 137,474	\$ 145,935	\$ 146,685	\$ 155,146	\$ 155,896	\$ 164,357	\$ 131,284	\$ 131,284	\$ 133,794	\$ 136,304	\$ 138,814	\$ 141,324	\$ 143,834	\$ 146,344	\$ 148,854	\$ 151,364	\$ 153,874	\$ 156,384	\$ 158,894	\$ 161,404	\$ 163,914	
Lieutenant/Education	\$ 128,263	\$ 129,013	\$ 137,474	\$ 138,224	\$ 146,685	\$ 147,435	\$ 155,896	\$ 156,646	\$ 165,107	\$ 131,284	\$ 131,284	\$ 133,794	\$ 136,304	\$ 138,814	\$ 141,324	\$ 143,834	\$ 146,344	\$ 148,854	\$ 151,364	\$ 153,874	\$ 156,384	\$ 158,894	\$ 161,404	\$ 163,914	
Captain	\$ 128,263	\$ 129,013	\$ 137,474	\$ 138,224	\$ 146,685	\$ 147,435	\$ 155,896	\$ 156,646	\$ 165,107	\$ 131,284	\$ 131,284	\$ 133,794	\$ 136,304	\$ 138,814	\$ 141,324	\$ 143,834	\$ 146,344	\$ 148,854	\$ 151,364	\$ 153,874	\$ 156,384	\$ 158,894	\$ 161,404	\$ 163,914	
Captain/Education	\$ 132,988	\$ 133,738	\$ 142,199	\$ 142,949	\$ 151,410	\$ 152,160	\$ 160,621	\$ 161,371	\$ 169,832	\$ 132,988	\$ 132,988	\$ 135,498	\$ 138,008	\$ 140,518	\$ 143,028	\$ 145,538	\$ 148,048	\$ 150,558	\$ 153,068	\$ 155,578	\$ 158,088	\$ 160,598	\$ 163,108	\$ 165,618	
DETECTIVE																									
Patrolman	\$ 37,868	\$ 46,321	\$ 54,773	\$ 63,225	\$ 71,678	\$ 80,130	\$ 88,582	\$ 97,035	\$ 105,487	\$ 81,733	\$ 90,354	\$ 98,976	\$ 107,597	\$ 110,071	\$ 112,545	\$ 115,019	\$ 117,493	\$ 120,000	\$ 122,507	\$ 125,014	\$ 127,521	\$ 130,028	\$ 132,535	\$ 135,042	
Patrolman/Education	\$ 63,975	\$ 72,428	\$ 80,880	\$ 89,332	\$ 97,785	\$ 106,237	\$ 114,689	\$ 123,141	\$ 131,593	\$ 82,483	\$ 91,104	\$ 99,726	\$ 108,347	\$ 110,821	\$ 113,295	\$ 115,769	\$ 118,243	\$ 120,717	\$ 123,191	\$ 125,665	\$ 128,139	\$ 130,613	\$ 133,087	\$ 135,561	
Sergeant	\$ 85,739	\$ 85,489	\$ 94,783	\$ 95,533	\$ 104,827	\$ 113,248	\$ 113,998	\$ 123,292	\$ 124,042	\$ 87,454	\$ 96,679	\$ 105,904	\$ 115,129	\$ 117,776	\$ 120,423	\$ 123,070	\$ 125,717	\$ 128,364	\$ 131,011	\$ 133,658	\$ 136,305	\$ 138,952	\$ 141,599	\$ 144,246	
Sergeant/Education	\$ 85,489	\$ 85,239	\$ 94,533	\$ 95,283	\$ 104,577	\$ 113,248	\$ 113,998	\$ 123,292	\$ 124,042	\$ 87,454	\$ 96,679	\$ 105,904	\$ 115,129	\$ 117,776	\$ 120,423	\$ 123,070	\$ 125,717	\$ 128,364	\$ 131,011	\$ 133,658	\$ 136,305	\$ 138,952	\$ 141,599	\$ 144,246	
Lieutenant	\$ 121,173	\$ 121,923	\$ 129,397	\$ 129,147	\$ 138,441	\$ 139,191	\$ 148,485	\$ 149,235	\$ 158,529	\$ 121,173	\$ 121,173	\$ 123,683	\$ 126,193	\$ 128,703	\$ 131,213	\$ 133,723	\$ 136,233	\$ 138,743	\$ 141,253	\$ 143,763	\$ 146,273	\$ 148,783	\$ 151,293	\$ 153,803	
Lieutenant/Education	\$ 121,923	\$ 122,673	\$ 130,147	\$ 130,897	\$ 139,391	\$ 140,141	\$ 149,435	\$ 150,185	\$ 159,479	\$ 121,923	\$ 121,923	\$ 124,433	\$ 126,943	\$ 129,453	\$ 131,963	\$ 134,473	\$ 136,983	\$ 139,493	\$ 142,003	\$ 144,513	\$ 147,023	\$ 149,533	\$ 152,043	\$ 154,553	
Captain	\$ 129,655	\$ 130,405	\$ 138,866	\$ 139,616	\$ 148,077	\$ 148,827	\$ 157,288	\$ 158,038	\$ 166,499	\$ 129,655	\$ 129,655	\$ 132,165	\$ 134,675	\$ 137,185	\$ 139,695	\$ 142,205	\$ 144,715	\$ 147,225	\$ 149,735	\$ 152,245	\$ 154,755	\$ 157,265	\$ 159,775	\$ 162,285	
Captain/Education	\$ 130,405	\$ 131,155	\$ 139,616	\$ 140,366	\$ 148,827	\$ 149,577	\$ 158,038	\$ 158,788	\$ 167,249	\$ 130,405	\$ 130,405	\$ 132,915	\$ 135,425	\$ 137,935	\$ 140,445	\$ 142,955	\$ 145,465	\$ 147,975	\$ 150,485	\$ 152,995	\$ 155,505	\$ 158,015	\$ 160,525	\$ 163,035	

