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AGREEMENT

(Effective January 1, 1974)

between

THE BOROUGH OF BELMAR

and

THE REGULAR MEMBERS
(with the exception of
the Chief of Police)
OF THE POLICE DEPARTMENT
OF THE BOROUGH OF BELMAR

CONTRACT BETWEEN THE BOROUGH OF
BELMAR AND THE REGULAR MEMBERS (With The Exception
Of The Chief Of Police) OF THE POLICE DEPARTMENT OF THE
BOROUGH OF BELMAR

THIS AGREEMENT made and entered into this 14th day of January, Nineteen Hundred and Seventy-Four between the Borough of Belmar, hereinafter called the Borough and the Regular Members, with the exception of the Chief of Police, of the Police Department of the Borough of Belmar, hereinafter called the Police, WITNESSETH:

1. Police are defined to mean all regular members of the Police Department of the Borough of Belmar, with the exception of the Chief of Police.

2. Police shall receive eight (8) paid holidays per calendar year as provided in Section 2-12.6 (17c) of the Revised General Ordinances of the Borough of Belmar (1966).

3. Choice of vacation shall be determined by the individual employees length of employment insofar as possible and practicable. Allowance of vacation shall remain the same as set forth in Section 2-12.6 (14) of the Revised General Ordinances of the Borough of Belmar (1966).

4. In addition to salaries and other compensation hereinafter mentioned, the Police, irrespective of rank or grade, shall receive longevity pay as presently controlled by Section 2-12.11 of the Revised General Ordinances of the Borough of Belmar (1966).

5. Compensation for work in excess of forty (40) hours in any one week shall be computed on an hour for hour basis. Any regular member of the Department called in on off-duty hours is guaranteed a minimum of two (2) hours pay at his hourly rate he receives for his regularly assigned duty.

6. The Police shall receive a clothing allowance of one hundred fifty (\$150.00) dollars annually.

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

8. In accordance with N.J.S.A. 14A:14-155, whenever a member or officer of the Police is sued for damages arising from or incidental to a performance of his duties, the Borough will provide said member or officer with necessary means for the defense of such suit, but not for his defense in a disciplinary or criminal proceeding instituted against him by the Borough.

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

- (a) Basic Plan under Blue Cross & Blue Shield
- (b) "Extended Basic Outpatient Benefits" and "Extended Basic Benefits" commonly known as "Rider J" Benefits
- (c) Major Medical Insurance

10. Sick leave shall be allowed to the Police as presently provided in Section 2-12.6 (15) of the Revised General Ordinances of the Borough of Belmar (1966) and as stated in Section 2-12.6 (15)(c) sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, presence upon the employees immediate family seriously ill requiring the care or attendance by the employee or absence caused by the death of immediate family of said employee. Any member not using any sick leave time during the year of 1974 shall receive two (2) additional vacation days in the year of 1975 and not using any sick leave time during the year of 1975 shall receive two (2) additional vacation days in the year of 1976.

11. The following pay rates are agreed upon by the parties:

- (a) The compensation for Captain of Police for the year 1974, and retroactive to January 1, 1974, shall be Twelve Thousand Eight Hundred Eighteen (\$12,818.00) Dollars payable bi-weekly.

(b) The compensation for Sergeant of Police for the year 1974, and retroactive to January 1, 1974, shall be Twelve Thousand Twelve (\$12,012.00) Dollars payable bi-weekly.

(c) The compensation for a regular Patrolman, thirty-six months after his appointment, for the year 1974, and retroactive to January 1, 1974, shall be Eleven Thousand and Two Hundred Six (\$11,206.00) Dollars payable bi-weekly, which shall be the maximum base salary for regular Patrolman in that year regardless of his length of service over thirty six months.

(d) The compensation for a regular Patrolman, twenty-four months after his appointment and through the thirty-sixth month after his appointment, for the year 1974, and retroactive to January 1, 1974, shall be Ten Thousand Six Hundred Twenty-one (\$10,621.00) Dollars and shall be paid bi-weekly.

(e) The compensation for a regular Patrolman, twelve months after his appointment and through the twenty-fourth month after his appointment, for the year 1974, and retroactive to January 1, 1974, shall be Ten Thousand Thirty-Six (\$10,036.00) Dollars payable bi-weekly.

(f) The compensation for a regular Patrolman newly appointed in the year 1974 and through the twelfth month after his appointment, shall be Nine Thousand Four Hundred Fifty-One (\$9,451.00) Dollars payable bi-weekly.

(g) In addition to salaries provided for the above any member of the Police Department who is assigned to Detective duty, shall for the year 1974 and retroactive to January 1, 1974, receive the sum of Four Hundred and Sixty-Eight (\$468.00) Dollars payable bi-weekly.

12. The Police agree to work 12-hour shifts on Memorial Day, Independence Day, Belmardigras and Labor Day week-ends. Overtime periods, for the week-ends noted, shall begin at 4 P.M. on Friday and terminate at 8 A.M. on the following Monday.

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

14. For the year of 1975, the percentage of base salary increase for each regular member covered by this Agreement shall be the percentage that the Consumer Price Index, promulgated by the U.S. Department of Labor-Bureau of Labor Statistics for the New York Northeastern New Jersey area for September, 1974, has changed from the said Index for September, 1973.

15. Educational Pay-Annual Increment of \$640 shall be granted to any member of the Police Department who has achieved an Associate of Arts Degree or is entering his Junior Year in a college or university with his prime studies up to the time of entry or securing of an AA degree having been in the fields of Criminal Justice and/or Police Science and/or Police Administration. To be eligible for the educational bonus a member must have completed three years in the Belmar Police Department as of January 1 of the year in which the bonus is given and must have fulfilled the requirements stated above by February 1 of the year in which the bonus is given. The increment shall be added to base pay and shall be paid in the same manner. The Borough shall not pay tuition for college courses.

16. 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. This vacated post would be defined as one where an officer has taken off because of a use of sick leave, days off from accumulated compensated time or the use of a vacation day which is used other than during the officers vacation time. If a regular officer is unable to work this vacated post, a special officer would have the option to work this post.

17. Grievance Procedure is outlined as follows:

Step (a) In the event that any difference or dispute shall arise between the Borough and the employees over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such difference immediately between the aggrieved employee and his immediate superior.

Step (b) If no satisfactory agreement is reached within one (1) calendar day, then the grievance shall be reduced to writing and submitted to the Chief of Police.

Step (c) If no satisfactory agreement is reached within three (3) calendar days thereafter, then a conference will be arranged with the Commissioner in charge of the Department.

Step (d) Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Board of Commissioners as a whole who shall have ten (10) calendar days from date of submission to reach a decision.

The aggrieved employee has a right to representation by an official of the Police Association in Steps (b), (c) and (d) above.

Step (e) Within two weeks of the transmittal of the written answer by the Board of Commissioners, if the grievance is not settled to the satisfaction of both parties, either party to this Agreement may proceed further as provided by the statutes of the State of New Jersey.

The foregoing grievance procedure shall be subject to the following general provisions and considerations:

(a) Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself providing notification of all meetings, steps, and grievances answers are given to the Association, if said employee is a member of the Association, and if the Association is given the opportunity to be present at all steps of the grievance procedure. Obligation to notify Association shall be upon the employee—not the Borough.

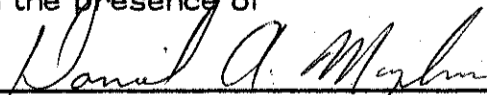
(b) The steps provided for herein may be waived by mutual agreement of the parties.

(c) If the Borough fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step. Written notice of failure shall, in each instance, be in writing to the Borough Clerk.

(d) Borough shall have same grievance rights as the Association and/or its members—employees of the Borough.

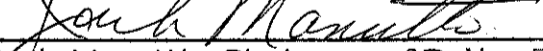
IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of



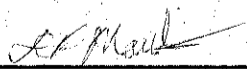
DANIEL A. MOYNIHAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 3, 1976

REGULAR MEMBERS OF THE POLICE
DEPARTMENT OF THE BOROUGH OF BELMAR


BY:  (L.S.)
Jack Manutti, Chairman of Police Pay
Raise Committee and Authorized Representative
of the Regular Members of the Belmar Police Dept.

BOROUGH OF BELMAR

Attest:



Donald F. Matthews, Borough Clerk
(municipal seal)

BY: 
John A. Taylor, Mayor