

A G R E E M E N T  
BETWEEN  
THE BOROUGH OF BELMAR  
AND  
THE BOROUGH OF BELMAR POLICE  
BENEVOLENT ASSOCIATION OF LOCAL NO. 50

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JANUARY 1, 1994 THROUGH DECEMBER 31, 1995

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PREAMBLE

THIS AGREEMENT made and entered into on this day of \_\_\_\_\_, 1994 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 "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's Policemen's 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.

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 judgement 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. 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 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 of 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 alleging 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.

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 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 Councilman in charge of the Department of Public Safety, or in his absence, by another Councilman, 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 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.

2. Failure to file with the Commission 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 cancelled 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 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 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, slow-down, 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, 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 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, slow-down, walk-out, or job action, it is covenanted and agreed that participation in any such activity by any P.B.A. member or any member 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 or injunction or damages, or both, in the event of such breach by the P.B.A. 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 member of the employee's immediate family seriously ill requiring the care of 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

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.

D. REPORTING OF ABSENCE ON SICK LEAVE

If any employee is absent for reasons that entitled 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.

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 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 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 medical 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 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 spouse, child, brother, sister, father, mother, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law and step relatives of the same degree. Such leave shall be limited to three (3) days immediately following the death.

2. Employees shall be granted leave without loss of

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.

2. In case of death as enumerated in Subsections 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.

3. Exceptions to the rule set forth by Section F may be made at the direction 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.

4. Employees will be notified by April 15 of the amount of their accumulated sick leave credits, including partial reimbursement credits pursuant to Article VI9b), at the end of the preceding calendar year.

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 fifteen (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 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 the number of years from January 1, 1968, (or from the actual date of (cont on next pg) 18

employment) to December 31, 1977.

B. For each calendar year subsequent to December 31, 1977:

1. The difference between the number of sick days used and the fifteen (15) 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 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 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.

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

Name	Number of Accumulated Sick Days	Average Daily Rate	Total Credits
Allen, F.	45-1/2	39.09	\$1,778.60
Giresi, G.	108-1/2	39.92	4,331.32
Winters, G.	74	40.96	3,031.04
Massey, Jr.	--	46.89	--

E.

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.

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's pay or compensatory time off (at the option of the employee) for each of the following thirteen (13) holiday during the calendar year. Said holidays are listed as follows:

January 1

February 12

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

Fourth Thursday in November

December 25

Martin Luther King's Birthday

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.

In the event the Mayor or Council President should elect to close the Borough offices due to 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 paid or compensatory time as allotted by this Article during the month of each January each year and, in any event, before the 31st of January each year.

Those who choose to take compensatory time off shall make their election on the basis of seniority before July 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 before and such requests shall not be unreasonably denied.



ARTICLE VIII

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. After eight (8) years of service and through twelve (12) years of service - 15 working days of vacation.

4. After thirteen (13) years of service and through to seventeen (17) years of service - 20 working days of vacation.

5. After eighteen (18) years of service and through twenty-two (22) years of service - 25 working days of vacation.

6. After twenty-three (23) years of service and up to twenty-seven (27) years 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. Any 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 one officer shall be permitted to be on vacation in July and only one officer shall be permitted to be on vacation in August. The selection of vacations in both July and August shall be based upon seniority with the most senior officers having the initial choice. Upon being afforded the option to take a July or August vacation, and either taking or declining same, those senior officers shall be placed below all junior officers for the next selection of July or 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.

G. Any employee not using any sick leave time shall receive four additional vacation days in the next calendar year. These additional vacation days shall be used in the year credited and shall not be cumulative.

ARTICLE IX

CLOTHING ALLOWANCE

A. Effective January 1, 1994, the clothing allowance shall be Five Hundred Thirty Dollars (\$530.00). Beginning January 1, 1995, the amount shall be Six Hundred Thirty Dollars (\$630.00). Each active employee shall receive the above amount and an annual maintenance allowance of Four Hundred Ninety Dollars (\$490.00). Proof of expenditure will not be required for payment of either allowance.

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 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 five (5) years of service -- 2% of base pay not including overtime. On completion of ten (10) years of service --- 4% of base pay not including overtime. On completion of fifteen (15) years of service -- 6% of base pay not including overtime. On completion of twenty (20) years of service -- 8% of base pay not including overtime. On completion of twenty-five (25) 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 is a permanent full-time appointment shall be used to arrive at the number of years of service.

## 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 work week 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. Each employee shall be allowed to accumulate a maximum of eighty (80) 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 eighty (80) hours. However, no more than forty (40) hours of such compensatory time off may be added to any vacation period. When compensatory time is used, it shall be deducted from the accumulation of an hour-per-hour



straight-time basis.

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 an 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 subposts, 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, or the use of a vacation day which is used other than during the officer's vacation time.

F. During the period from Memorial Day to Labor Day in any calendar year, an employee may exchange days or hours of

duty tours with any other qualified employee of the Police Department. Written requests for approval of such exchanges must be made to the Chief of Police, who shall use reasonable discretion in granting or denying the request in accordance with the needs of the Department.

G. During the period from Memorial Day to Labor Day in any calendar year, 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 qualified employee 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 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

Section A. Salaries shall increase by the following schedule. All salary increases are retroactive to January 1, 1994.

1994

1 January through December 31 - 5%

1995

1 January through December 31 - 5%

SALARY GUIDE #1

Min	<u>1/1 - 12/31/94</u>	<u>1/1/ - 12/31/95</u>
Step 1	\$23,625	\$23,625
Step 2	\$28,760.97	\$30,199.02
Step 3	\$33,896.94	\$35,591.79
Step 4	\$39,032.91	\$40,984.55
Step 5	\$44,168.88	\$46,377.32
Step 6	\$49,304.85	\$51,770.09

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Section B. The step payment begins on the first day of the month in column 1:

	<u>COLUMN 1</u>	<u>COLUMN 2</u>
Step 1	0-months	12-months
Step 2	13-months	24-months
Step 3	25-months	36-months
Step 4	37-months	48-months
Step 5	49-months	60-months
Step 6	61-months	

Section C. Superior Officers' Salaries

There shall be a 7% difference between base salary of ranks.

1. Step #6 (max) Patrolman to Sgt.
2. Sgt. to Lt.
3. Lt. to Capt.

See Salary Guide - #2 below:

SALARY GUIDE #2

	SGT	LT	CAPT
Jan 1, 1994 - Dec 31, 1994	\$52,756.19	\$56,449.12	\$60,400.56
Jan 1, 1995 - Dec 31, 1995	55,393.99	59,271.57	63,420.58

ARTICLE XVI

EDUCATIONAL COMPENSATION AND INCENTIVE PAY

**A. Educational Compensation**

1. An annual amount of \$750.00 shall be granted to any member of the Police Department who has achieved an Associate 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 an Associate 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. The Borough shall not pay tuition for college courses.

**B. Incentive Pay**

In order to encourage employees to develop specialized skills of value to the Department beyond the skills required of every police officer, a skill incentive pay program is established as follows:

1. Employees may qualify for skill incentives in the following areas, with maximum number permitted to qualify for any area as indicated:

<u>Skill Area</u>	<u>Maximum Number of Qualifiers</u>
Physical Fitness	20
Shooting Proficiency	20
Breathalyzer	6
Photography	6
Instructor Certificates	6
Tactical Unit	6
Scuba Unit	6
Traffic Safety-Safety Patrol	6
Crime Prevention/Explorers	4

2. Criteria for qualification in each skill area shall be developed in negotiations between the parties and shall be made part of this Agreement. (See addendum dated 11/4/83 and made part of).

3. Each employee may elect to qualify in up to four (4) areas; provided, however, that any employee qualifying in four (4) areas must include physical fitness and be certified in C.P.R. Management shall provide the necessary training for certification in C.P.R.



4. Qualification shall be on a first-come, first-serve basis in those areas for which a maximum number of qualifiers has been set provided, however, that if more than one employee seeks approval as qualified in the same skill area at the same time, seniority shall prevail.

5. Incentive payments shall be made in a single annual lump sum not later than November 15th. The incentive payments will not be treated as part of the base pay.

6. Police officers who, by reason of training and service to the Belmar First Aid, qualify for and maintain membership in the First Aid Squad, shall receive a service incentive of \$200.00 per year for each year of service in the First Aid Squad. Qualification for this incentive will not be charged against the maximum of four incentives as provided in Section B of this Article.

7. Incentive payments shall be made at the rate of Two Hundred (\$200.00) Dollars per year for each skill area in which an employee is qualified for each year of this Agreement.

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. 11A:2C-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.

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 benefit 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. The Borough's obligation under this provision shall not be greater than the providing of coverage for the retired employee and his spouse. Full family coverage shall not be provided.

C. The Borough shall provide employees with a family prescription insurance program with a Two (\$2.00) Dollar co-pay provision. The cost to the Borough shall be capped at the premium rates in effect in 1987.

D. Employees shall continue to be permitted to enroll in the dental insurance program provided by International Health Care Service, Inc., Group No. J1019 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.

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

F. 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 SPFP 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.

G. 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.

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 a half rate if it satisfies the definition of overtime set forth in Article XII, Section A.

ARTICLE XIX

INSURANCE PROTECTION

A. The Borough will purchase the coverage provided by Cigna Insurance (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. In the event that the Borough discontinues enrollment in the Program during the term of this agreement, the Borough will purchase the coverage specified in the prior written agreement between the parties covering the period from 1985-1987 which includes:

1. Blue Cross/Blue Shield 14/20 series
2. "Extended Basic Outpatient Benefits" and "Extended Basic Benefits" commonly known as "Rider J" Benefits.
3. Major Medical Insurance

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, above, but shall be obtained from a provider other than the New Jersey State Health Benefits Plan.
2. Such coverage shall be maintained by the Borough for



ARTICLE XXI

DUES CHECK-OFF

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the P.B.A. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A (R.S.) 52:14-15.9 e, as amended. Said monies, together with records of any corrections shall be transmitted to the P.B.A. 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 P.B.A. 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 P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A. advising of such change and deduction.

C. The P.B.A. will provide the necessary "Check-Off" Authorization form and the P.B.A. will secure the signatures of its members on the form and deliver the signed forms to the Borough Clerk. The P.B.A. 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 P.B.A. to the Borough or in reliance upon the official notification on the letterhead of the P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A. 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. P.B.A. 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 P.B.A. 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. P.B.A. 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-P.B.A. members ("Agency Shop") will not be effective until P.B.A. 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

(a) NOTIFICATION OF SHIFT CHANGES

A. The Chief of Police may change any employee's regular shift assignment, provided that if any such change is made within two weeks prior to the commencement of the assignment, the change will be paid at a rate of time-and-one-half.

B. The above notice requirement shall not apply to temporary overtime assignments.

ARTICLE XXIV

(b) OUT OF RANK PAY

A. If an officer of lower rank is required to assume the responsibility of an officer of higher rank by operation of the regular shift schedules posted pursuant to Article XXIV (a) of the Agreement, as distinguished from emergency assignment, he shall be compensated at the higher rank rate of pay for any time serviced more than one (1) hour. The higher rate of pay shall be calculated as including longevity and such other increments as would be received on the basis of his own service. For the purposes of this section, higher rank shall include Detectives, Sergeants, Lieutenants, Captains and Chief of Police.

ARTICLE XXV

PERSONAL DAYS

Each member of the bargaining unit shall be granted three (3) personal days per year.

ARTICLE XXVI

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 hirees with the same amount and quality of equipment as is current practice.

ARTICLE XXVII

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 XXVIII

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.

BELMAR POLICE DEPARTMENT PHYSICAL FITNESS TEST

Elective: Support Weight By Leaning Against Wall With Both Hands. Or Touch Floor With Both Hands Between Legs And Push Off Floor With Hands. Or Touch Wall With One Hand And Reach Between Legs And Touch Floor With Other Hand Pushing Off Floor.

a/ Movement: With One Of The Elective's Used, Bend Knees With Back Straight & Head Erect, Feet May Be Flat On The Floor Or Weight Supported On Balls Of Feet, Continue Bending From Knees Until Back Of Calve And Thighs Touch. Without Resting Stand Back Up To Start Position.

7/ Chin Up: Start By Reaching Up And Grasping Chin Bar With Both Hands Palms Up With Fingers Wrapped Around Bar Toward Body.

a/ Movement: Using Hand, wrist and arm strength, Pull Body Up Until Chin Is Even With Chin Bar. Lower Body To Full Arm Extension With Body Hanging By Hands. Pull Body Back Up And Repeat Procedure.

8/ Arm/Body Dips: Start With Feet Together, Hands Grasping Dip Bars Elbows Bent. Hands Should Be In Line With Body Sides.

a/ Movement: Using Strength In Arms & Shoulders, Push Body Up Until Arms Are Fully Extended. Lower Body To Approximate Starting Position, Raise Body Back Up

9/ Side Straddle Hop: Start At Attention.

a/ Movement: With The Same Motion Arms Are Raised From Side And Swung With Arms Straight To A Touching Position over The Head, While Jumping With The Legs Moving Outward Approximately 2 1/2 to 3 feet To The Sides Of The Body. Jump Back Bring Hands Down. Returning To Starting Position With Simultaneous Hand/Arm, Feet/Leg Motions.

10/ Slug Heavy Bag: Start By Wearing Gloves Provided.

a/ Movement: Slug Heavy Bag With Fists, Pummeling Same Until Time Limit Is Reached Without Resting.

EXERCISE: Strength/Endurance II

A Purpose: To Test Strength, Endurance, To Increase Body Capacity To Burn Calories, Improve Cardiovascular-Respiratory System.

B Performance:

1/ 1.0 Mile Run: Run, Walk Or Jog Distance Within Prescribed Time Limit

2/ Sit Ups: Start By Lying On Floor On Back, Feet Supported Or Held On Floor, Knees Bent At Approximate 40 - 45 Degrees, Hands Clasped Behind Head.

a/ Movement: Raise Upper Body From Waist Bending Forward Far Enough To Touch Elbows To Knees. Lower Body Back To Starting Position. Without Pausing Or Resting Repeat Movement

Addendum

The following represents the complete and final understanding on the bargainable issue "Incentive Criteria".

The PBA Local #50 and the Borough of Belmar have reviewed the attached revised Incentive Criteria and find same to be acceptable.

Incentive Criteria shall become part of Article XVI "Educational Compensation and Incentive Pay" for contract negotiated for the term beginning January 1, 1983 and terminating December 31, 1984

Policemen's Benevolent Association  
of Local #50

By: Negotiating Committee of:

Paul J. Pelt  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Borough of Belmar  
Monmouth County  
New Jersey

By: Paul Pelt  
Commissioner

Attest:

Charles J. Pelt  
Clerk

18 15 MAR 28

Dated: November 4, 1983

Harry M. Harrison B. Paul Pelt  
Paul Pelt Kap

PHYSICAL FITNESS

MAXIMUM ELIGIBLE: 20

Officers must attain a grade of "above average" (82%) at the Fall Testing to receive the Incentive.

All scoring, times, grading and necessary points needed for the incentive requirements are indicated on the attached charts.

EXERCISE: Warmups

A Purpose: To stretch and loosen muscle groups for strength/endurance exercises. Provide body flexibility, balance, co-ordination, and movement rythem.

B Performance:

1/ Hand/Arm Thrusts: Start With Body AT Attention, Fists On Chest

a/ Movement: Thrust Arms Out At Shoulder Level To The Front Of The Body Opening Fists Through Movement So Hands Are Fully Opened With Fingers Extended Forward. Bring Hands Back To Starting Position Closing Hands To Fist On Return Movement.

Thrust Arms Out At Shoulder Level To The Side Of The Body And Continue As Above.

Thrust Arms Up Over Head Fully Extended And Continue As Above.

2/ Arm Rotations: Start With Body At Attention, Arms At Shoulder Level Extended Fully To Side, Elbows Locked.

a/ Movement: Rotate Arms in Circular Patern With Approximate one foot diameter. Half Way Through Movement Time Period, Reverse And Rotate Opposite Direction

3/ Body Bends : Start With Body At Attention, Feet Approximately 12" Apart, Hands On Hips.

a/ Movement: Bend Forward To Waist Level With Knees Locked, Return To Upright Position. Bend Backward From Waist Level Retaining Balance, Knees May Bend Slightly To Retain Balance, Return To Upright Position.

4/ Trunk Twists: Start With Feet Approximately 12" Apart, Knees Slightly Bent, Elbows Bent At Approximately 45 degree Arms Near Shoulder Level, Hands or Fists Extended To The Front.

a/ Movement: Rotate Upper Torso In A Swinging Motion Trying To Turn Body To The Rear, With Elbow Leading Body In Direction, Head Will Turn To Look Towards The Rear, Feet Are Not Moved. As Body Rebounds In A Continuc Motion, Rotate Back And Then To Opposite Direction, Use Opposite Elbow To Lead Body In A Continuous Motion While Turning Head To Follow The Now Leading Elbow While Trying To Turn Body To The Rear, Head Looking To Rear. Continue With Fluid Motion Until Movement Completed.

5/ Toe Raises: Start With Toes On Board Heels On Floor. Raise Body Supporting Weight On Toes And Ball Of Foot To Foot Extention. Hand May Touch Wall For Balance. Return To Start Position.

6/ Supported Squat: Standing Facing Wall At Arms Length, Feet At Approx Shoulder Width, Toes Approximately 20 degrees Out-Ward.

DELMAR POLICE DEPARTMENT PHYSICAL FITNESS TEST

Elective: Support Weight By Leaning Against Wall With Both Hands. Or Touch Floor With Both Hands Between Legs And Push Off Floor With Hands. Or Touch Wall With One Hand And Reach Between Legs And Touch Floor With Other Hand Pushing Off Floor.

a/ Movement: With One Of The Elective's Used, Bend Knees With Back Straight & Head Erect, Feet May Be Flat On The Floor Or Weight Supported On Balls Of Feet, Continue Bending From Knees Until Back Of Calve And Thighs Touch. Without Resting Stand Back Up To Start Position.

7/ Chin Up: Start By Reaching Up And Grasping Chin Bar With Both Hands Palms Up With Fingers Wrapped Around Bar Toward Body.

a/ Movement: Using Hand, wrist and arm strength, Pull Body Up Until Chin Is Even With Chin Bar. Lower Body To Full Arm Extension With Body Hanging By Hands. Pull Body Back Up And Repeat Procedure.

8/ Arm/Body Dips: Start With Feet Together, Hands Grasping Dip Bars Elbows Bent. Hands Should Be In Line With Body To Sides.

a/ Movement: Using Strength In Arms & Shoulders, Push Body Up Until Arms Are Fully Extended. Lower Body To Approximate Starting Position, Raise Body Back Up

9/ Side Straddle Hop: Start At Attention.

a/ Movement: With The Same Motion Arms Are Raised From Side And Swung With Arms Straight To A Touching Position over The Head, While Jumping With The Legs Moving Outward Approximately 2 1/2 to 3 feet To The Sides Of The Body. Jump Back Bring Hands Down. & Returning To Starting Position With Simultaneous Hand/Arm, Feet/Leg Motions.

10/ Slug Heavy Bag: Start By Wearing Gloves Provided.

a/ Movement: Slug Heavy Bag With Fists, Pummeling Same Until Time Limit Is Reached Without Resting.

EXERCISE: Strength/Endurance II

A Purpose: To Test Strength, Endurance, To Increase Body Capacity To Burn Calories, Improve Cardiovascular-Respiratory System.

B Performance:

1/ 1.0 Mile Run: Run, Walk Or Jog Distance Within Prescribed Time Limit

2/ Sit Ups: Start By Lying On Floor On Back, Feet Supported Or Held On Floor, Knees Bent At Approximate 40 - 45 Degrees, Hands Clapsed Behind Head.

a/ Movement: Raise Upper Body From Waist Bending Forward Far Enough To Touch Elbows To Knees. Lower Body Back To Starting Position. Without Pausing Or Resting Repeat Movement



Belmar Police Department Physical Fitness Test

- 3/ Push Ups: Start With Body Parallel To Floor, supported By Arms Locked At Elbows, Hands Pointed Upward Feet Together Locked At Knees. Body Should Form Straight Line From Head To Heels.
- a/ Movement: With Weight Resting On Hands and Toes Only, Lower The Body Until Chest Touches Floor By Bending Elbows. Raise Body Back To Starting Position By Pushing and Straightening Arms, Keeping The Body Straight.
- 4/ Leg Raises: Start By Lying On Back On Floor, Hands palms down, Arms Extended Down Next To Body, Thumb and Hand Touching Buttocks For Support, Legs Straight With Toes Pointed.
- a/ Movement: Without Bending Knees, Raise Legs to 45 degree angle To Floor, Lower Legs Without Dropping To Starting Position. Repeat Movement Without Resting Or Pausing.

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ALL MOVEMENTS ARE TO BE DONE IN A CONSTANT FLUID MOTION WITHOUT SUDDEN JERKING, OR BOBBING WHICH COULD CAUSE STRAINS OR PULLS.

ALL SCORING, TIMES, GRADING AND NECESSARY POINTS NEEDED FOR INCENTIVE REQUIREMENTS ARE INDICATED ON ATTACHED CHARTS.



HEIGHT AND WEIGHT STANDARDS

BASED ON SURGEON GENERAL'S WEIGHT CHART

t In Inches (without Shoes)	21 - 29 Yrs.		30 - 39 Yrs.		40 - 49 Yrs.	
	Standard - Maximum	Standard - Maximum	Standard - Maximum	Standard - Maximum	Standard - Maximum	Standard - Maximum
68	150	180	153	188	156	191
69	154	185	157	193	160	196
70	158	190	161	198	164	201
71	162	195	165	203	168	206
72	167	201	170	209	173	213
73	172	208	175	215	178	219
74	177	214	180	221	183	225
75	182	220	185	228	188	231
76	187	226	190	234	193	238
77	192	232	195	240	198	244
78	197	239	200	246	203	250
79	203	246	206	252	208	256

Waist & Hip Measurements Will Indicate If Weight Is Muscular Weight Or Fat.  
 Personnel Can Be At Maximum Weight If Large Boned And Muscular.

Physical Fitness Rating Tables

AGE GROUP

Under 30 Years

INCENTIVE PROGRAM

328

1 Mile Run  
Superior  
Time Score

Sit Ups  
Superior  
Reps Score

Push Ups  
Superior  
Reps Score

Leg Raises  
Superior  
Reps Score

Warm Up  
Exercises

8:00	100	48	100	38	100	38	100	DO IN
8:10	98	47	98	37	98	37	98	FOLLOWING
8:20	96	46	96	36	96	36	96	ORDER
8:30	94	45	94	35	94	35	94	ONLY
8:40	92	44	92	34	92	34	92	Hand/Arm Thrust
<u>Above Av.</u>		<u>Above Av.</u>		<u>Above Av.</u>		<u>Above Av.</u>		30
8:50	90	43	90	33	90	33	90	Arm Rotation
9:00	88	42	88	32	88	32	88	75 Sec.
9:10	86	41	86	31	86	31	86	Trunk Twists
9:20	84	40	84	30	84	30	84	30
9:30	82	39	82	29	84	29	82	Body Bends
<u>Average</u>		<u>Average</u>		<u>Average</u>		<u>Average</u>		30
9:40	80	38	80	28	80	28	80	Toe Raises
9:50	78	37	78	27	78	27	78	19
10:00	76	36	76	26	76	26	76	Supported Squat
10:10	74	35	74	25	74	25	74	15
10:20	72	34	72	24	72	24	72	Chin/Pull Up
<u>Below Av</u>		<u>Below Av.</u>		<u>Below Av.</u>		<u>Below Av.</u>		2
10:30	70	33	70	23	70	23	70	Arm/Body Dip
10:40	68	32	68	22	68	22	68	2
10:50	66	31	66	21	66	21	66	Side Straddle
11:00	64	30	64	20	64	20	64	Hops
11:10	62	29	62	19	62	19	62	30
<u>Poor</u>		<u>Poor</u>		<u>Poor</u>		<u>Poor</u>		Slug Heavy Bag
1:20	60	28	60	18	60	18	60	60 Sec.
1:30	58	27	58	17	58	17	58	
1:40	56	25	56	16	56	16	56	
1:50	54							
2:00	52							

<u>1 Mile Run</u>		<u>Sit Ups</u>		<u>Push Ups</u>		<u>Leg Raises</u>		<u>Warm Up</u>
<u>Time</u>	<u>Score</u>	<u>Reps</u>	<u>Score</u>	<u>Reps</u>	<u>Score</u>	<u>Reps</u>	<u>Score</u>	<u>Exercises</u>
10:00	100	34	100	26	100	26	100	DO IN
10:10	98	33	98	25	97	25	97	FOLLOWING ORDER ONLY Hand/Arm Thrusts 22
10:20	96	32	96	24	94	25	94	
10:30	94	31	94	23	91	23	91	
10:40	92	30	90					
<u>Above Av.</u>		<u>Above Av.</u>		<u>Above Av.</u>		<u>Above Av.</u>		22
10:50	90	29	87	22	88	22	88	Arm Rotations 45 Sec.
11:00	88	28	84	21	84	21	84	Trunk Twists 22
11:10	86	27	81	20	80	20	80	Body Bends 22
11:20	84	26	78	19	76	19	76	Toe Raises 13
11:30	82							
<u>Average</u>		<u>Average</u>		<u>Average</u>		<u>Average</u>		
11:40	80	25	75	18	72	18	72	Supported Squat 9
11:50	78	24	72	17	68	17	68	Chin/Pull Ups 2
12:00	76	23	69	16	64	16	64	Arm/Body Dips 2
12:10	74	22	66	15	60	15	60	Side Straddle Hops 22
12:20	72							
<u>Below Av.</u>		<u>Below Av.</u>		<u>Below Av.</u>		<u>Below Ab.</u>		
12:30	70	21	63	14	56	14	56	Slug Heavy Bag 40 Sec.
12:40	68	20	60	13	52	13	52	
12:50	66	19	57	12	48	12	48	
13:00	65	18	54	11	44	11	44	
13:10	62							
<u>Poor</u>		<u>Poor</u>		<u>Poor</u>		<u>Poor</u>		
13:20	60	17	51	10	40	10	40	
13:30	58							
13:40	56							
13:50	54							

Physical Fitness Rating Tables

AGE GROUP

30-39 Years

INCENTIVE REQUIREMENT

328

<u>1 Mile Run</u>		<u>Sits Ups</u>		<u>Push Ups</u>		<u>Leg Raises</u>		<u>Warm Up Exercises</u>
<u>Superior</u>		<u>Superior</u>		<u>Superior</u>		<u>Superior</u>		
<u>Time</u>	<u>Score</u>	<u>Reps</u>	<u>Score</u>	<u>Reps</u>	<u>Score</u>	<u>Reps</u>	<u>Score</u>	
9:00	100	44	100	33	100	33	100	DO IN FOLLOWING ORD ONLY Hand/Arm Thrusts 26 Arm Rotations 60 Sec. Trunk Twists 26 Body Bends 26 Toe Raises 16 Supported Squa 12 Chin/Pull Ups 2 Arm/Body Dips 2 Side Straddle Hops 26 Slug Heavy Bag 50 Sec.
9:10	98	43	99	32	98	32	98	
9:20	96	42	96	31	96	31	96	
9:30	94	41	94	30	94	30	94	
9:40	92	40	92	29	92	29	92	
<u>Above Average</u>		<u>Above Average</u>		<u>Above Average</u>		<u>Above Average</u>		
9:50	90	39	90	28	89	28	90	
10:00	88	38	88	27	88	27	88	
10:10	86	37	86	26	86	26	86	
10:20	84	36	84	25	84	25	84	
10:30	82	35	82	24	82	24	82	
<u>Average</u>		<u>Average</u>		<u>Average</u>		<u>Average</u>		
10:40	80	34	80	23	80	23	80	
10:50	78	33	78	22	78	22	78	
11:00	76	32	76	21	76	21	76	
11:10	74	31	74	20	74	20	74	
11:20	72	30	72	19	72	19	72	
<u>Below Av.</u>		<u>Below Av.</u>		<u>Below Av.</u>		<u>Below Av.</u>		
1:30	70	29	70	18	70	18	70	
1:40	68	28	68	17	68	17	68	
1:50	66	27	66	16	66	16	66	
2:00	64	26	64	15	64	15	64	
2:10	62	25	62	14	62	14	62	
<u>Poor</u>		<u>Poor</u>		<u>Poor</u>		<u>Poor</u>		
2:20	60	24	60	13	60	13	60	
2:30	68	23	68	12	68	12	68	
2:40	56	22	56	11	66	11	56	
2:50	54							

AGE GROUP

50 and over

INCENTIVE REQUIREMENT 310

1 Mile Run  
Superior  
Time. Score

Sit Ups  
Superior  
Reps Score

Push Ups  
Superior  
Reps Score

Leg Raises  
Superior  
Reps Score

Warm Up  
Exercises

11:00	100	30	100	22	100	22	100	DO IN
11:10	98	29	98	21	97	21	97	FOLLOWING ORD
11:20	96	28	96	20	94	20	94	ONLY
11:30	94	27	94	19	91	19	91	Hand/Arm Thrusts 18
11:40	92	26	91					
<u>Above Av.</u>		<u>Above Av.</u>		<u>Above Av.</u>		<u>Above Av.</u>		
11:50	90	25	88	18	88	18	88	Arm Rotations 30 Sec.
12:00	88	24	85	17	85	17	85	Trunk Twists 18
12:10	86	23	82	16	82	16	82	Body Bends 18
12:20	84	22	79	15	79	15	79	Toe Raises 10
12:30	82	21	76	14	76	14	76	
<u>Average</u>		<u>Average</u>		<u>Average</u>		<u>Average</u>		
12:40	80	20	73	13	73	13	73	Supported squ 6
12:50	78	19	70	12	70	12	70	Chin/Pull Ups 2
13:00	76	18	67	11	67	11	67	Arm/Body Dips 2
13:10	74	17	64	10	64	10	64	
13:20	72							
<u>Below Av.</u>		<u>Below Av.</u>		<u>Below Av.</u>		<u>Below Av.</u>		
13:30	70	16	61	9	50	9	50	Side Straddle Hops 18
13:40	68	15	58	8	45	8	45	Slug Heavy Ba 30 Sec.
13:50	66	14	55	7	40	7	40	
14:00	64							
14:10	62							
<u>Poor</u>								
14:20	60							
14:30	58							
14:40	56							
14:50	54							
15:00	52							

BREATHALYZER

MAXIMUM ELIGIBLE: 6

All Breathalyzer Operators must be certified by the Attorney General of the State of New Jersey.

To be certified, an operator must successfully attend and complete a forty (40) hour course of State Police Instruction. He must also attend and successfully complete all refresher courses, as required by the Attorney General.

All certified operators must be available to the patrol division of the Belmar Police Department to administer Breathalyzer Tests, as the need arises.

The OIC shall advise the Chief of Police, on an annual basis, of the continued qualification of all operators.



TACTICAL UNIT

MAXIMUM ELIGIBLE: 4.

Any Department member who wishes to qualify for this Incentive must attend and successfully pass an accredited program acceptable to the Chief of Police.

All members must be trained in Sophisticated Emergency Response (SERT), crisis management for the rescue of hostages, protection of VIP's, anti-sniper operations, and serious offenses against the public.

All members shall be required to keep themselves in good physical condition, pass the Belmar Police Department physical fitness testing annually, and be prepared to respond to any emergencies in the Borough of Belmar, as the need arises.

All members shall be certified to the Chief of Police on an annual basis, by the OIC.

SCUBA UNIT

MAXIMUM ELIGIBLE: 4

1. Officers must have successfully passed an accredited scuba diving course given by the American Red Cross, YMCA or National Association Scuba Divers School, or any other accredited scuba diving course.

2. Officers shall be required to keep themselves in good physical condition, pass the annual physical fitness requirements of the Department.

3. Officers shall be available to dive when required for the Belmar Police Department or for any other agency approved by the Chief of Police.

4. Officers shall assist in the training of new members.

5. Officers shall be certified to the Chief of Police by the OIC as qualified on an annual basis.

SHOOTING PROFICIENCY

MAXIMUM ELIGIBLE: 20

Shooting for Incentive will be held at the Fall Qualification Shoot at the prescribed course.

Must reach a score of 280 out of 300 with the issued duty weapon.

Must qualify with a score of 70 with the shotgun. All Regular Officers must qualify with the shotgun. If they fail, they must go back and take it over.

All elements must be made to qualify for the Incentive.

## PHOTOGRAPHY

MAXIMUM ELIGIBLE: 6

### Darkroom Operation:

All assigned personnel shall be required to be familiar with the proper preparation of all chemicals required to process negatives.

All assigned personnel shall be required to demonstrate proper ability in the processing of all negatives submitted to the darkroom for developing.

All assigned personnel shall be required to demonstrate proper ability in the use of both the 4x5 and 35mm enlargers.

All assigned personnel shall demonstrate proper ability in the use of the photo processing equipment.

All assigned personnel shall demonstrate a working knowledge of all paperwork procedure in regard to the storing and filing of all negatives and photo prints.

### Equipment Operation:

All assigned personnel shall demonstrate the proper handling and use of all photographic equipment and attachments.

All assigned personnel shall demonstrate the proper handling and use of all video equipment, including camera and recording equipment.

All assigned personnel shall demonstrate the proper handling and use of the Singer 16mm film projector and film strip projector.

All men will be required to perform the work in the photography division on an equal basis as assigned by the OIC. At the inception, first consideration will be given to those who possess an approved certificate from an accredited course.

SHOOTING PROFICIENCY

MAXIMUM ELIGIBLE: 20

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All men will be required to perform the work in the photography division on an equal basis as assigned by the OIC. At the inception, first consideration will be given to those who possess an approved certificate from an accredited course.

TRAFFIC SAFETY EXPERT/SAFETY PATROL ADVISOR

MAXIMUM ELIGIBLE: 4

Traffic Safety Expert must have an acceptable background in Traffic Safety and maintain membership in a Traffic Officers Association.

Traffic Safety Expert must be able to develop traffic safety requirements.

Traffic Safety Expert must perform all traffic surveys as may be deemed necessary by the Chief of Police.

Traffic Safety Expert must maintain all ledgers and records.

The Safety Patrol Advisor must, along with school staff Patrol Supervisor, establish school safety patrol each year. He must analyze street crossing hazards and develop effective pattern of controls and supervise the training of the School Safety Patrols at the schools.

The Safety Patrol Advisor must check the progress of the School Patrols through the school year; spot check for attendance at the assigned corners; spot check for proper procedures being used in crossing the children safely and hold meetings with the Patrol Supervisor, the Officers in the School Safety Patrol, and the Patrol members.

The Safety Patrol Advisor must organize and supervise the school safety patrol trip.

CRIME PREVENTION & EXPLORER ADVISOR

MAXIMUM ELIGIBLE: 2

1. Officer must pass a basic crime prevention course offered by the Monmouth County Crime Prevention Association or other accepted State Association.

2. The Officer shall demonstrate skill in the development of programs to assist the public in the prevention of crime.

3. Crime Prevention Officers shall be available to distribute material to help the public to protect themselves against crime and available to assist businessmen and residents with the performance of crime prevention surveys of homes and businesses.

4. Crime Prevention Officers are required to belong to the Monmouth County Crime Prevention Officers Association and are encouraged to belong to the New Jersey State Crime Prevention Officers Association.

5. The Explorer Advisor will assist in the performance of all activities necessary to keep the Explorer Organization functional and will be required to screen applicants and to train them in the different functions, duties, and responsibilities of membership.



POLICE INSTRUCTOR/COORDINATOR

MAXIMUM ELIGIBLE: 4

1. The Officer must have successfully completed an approved course of training as an instructor.

2. The Officer must demonstrate the ability to develop lesson plans and to make proper use of training aids.

3. For special fields, such as Fire Arms Instructor, the Officer must complete an appropriate Instructor Course at an approved school.

4. To qualify as Grant Coordinator, the Officer must complete specialized training in the field as approved by the Chief of Police.

5. Instructors shall be required to give in-service training to Regular and Special Officers during the course of the year.

6. The Grant Coordinator shall be available to work on the a solicitation and application for grants and the administration of grant-funded program as directed by the Chief of Police.

ARTICLE XXIX

TERM AND RENEWAL

A. This Agreement shall take effect on January 1, 1994, and shall remain in full force and effect up to and including December 31, 1995. 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 9<sup>th</sup> day of Sept., 1994

BOROUGH OF BELMAR

BY: 

DATED: 9.9.94

MAYOR

BOROUGH OF BELMAR POLICEMENS  
BENEVOLENT ASSOCIATION OF  
LOCAL NO. 50

BY:   
  


DATED: