

AGREEMENT

Between

BOROUGH OF BELMAR  
COUNTY OF MONMOUTH, NEW JERSEY

And

BELMAR SPECIAL POLICE OFFICER'S ASSOCIATION  
Representing  
ALL CLASS I & CLASS II SPECIAL POLICE OFFICERS

of the

BOROUGH OF BELMAR

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JANUARY 1, 2004 THROUGH DECEMBER 31, 2004

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Prepared By:

Borough of Belmar

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## Preamble

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2004, by and between the BOROUGH OF BELMAR, COUNTY OF MONMOUTH, a municipal corporation of the State of New Jersey, (hereinafter referred to as the "Borough"), and the Belmar Special Police Officer's Association, (hereinafter referred to as the "BSPOA"), represents the complete and final understanding on all bargaining issues between the Borough and the BSPOA 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 Belmar Special Police Officer's Association as the representative for the purposes of collective negotiations of all Class I and Class II Special Police Officers employed by the Police Department of the Borough of Belmar but excluding the Chief of Police, Regular Police Officers, Managerial Executives, Confidential Employees, and all other Supervisory Employees within the meaning of the New Jersey Employer-Employee Relations Act and all other employees of the Borough of Belmar.

B. The titles of Class I Special Police Officer, and Class II Special Police Officer 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*

### *Reimbursement for Training*

A. If an employee voluntarily resigns from the Police Department prior to the completion of three (3) summers of service, he/she shall reimburse the Borough for the cost of training and equipment which was incurred by the Borough for his/her benefit while he/she was employed in accordance with the following schedule:

1. Resignation prior to the completion of one (1) summer of service – 75% of the cost to the Borough but not to exceed \$1500.00 in cost to the resignee.
2. Resignation after the completion of one (1) summer but prior to the completion of two (2) summers – 50% of the cost to the Borough but not to exceed \$1000.00 in cost to the resignee.
3. Resignation after completion of two (2) summers of service but prior to the completion of three (3) summers of service – 25% of the cost to the Borough but not to exceed \$500.00 in cost to the resignee.

B. If an employee resigns during the summer season the amount owed shall be prorated to exclude that portion of the summer that has already been worked.

C. Nothing in this article shall limit the right of employees to receive clothing allowance benefits.

D. The level of reimbursement required of employees who choose early voluntary resignation is contingent upon the Borough continuing to provide new hires with the same amount and quality of equipment as is current practice.

E. The employee's financial responsibility under this article may be waived at the discretion of the Chief of Police.

## *Article III*

### *Clothing Allowance*

A. The Borough shall provide for each recruit, entered into the basic course for Class I Special Police Officers, the following equipment; Two (2) shirts, Two (2) pairs of pants, and One (1) hat. The shirts, pants, and hat shall be of a style and color as required by the training facility.

B. The Borough shall provide for each recruit, entered into the basic course for Class II Special Police Officers, the following equipment; Two (2) shirts, Two (2) pairs of pants, One (1) hat, One (1) tie, One (1) two piece sweat suit, One (1) pair of gym shorts, and One (1) tee shirt. The shirts, pants, and hat shall be of a style and color as required by the training facility.

C. The Borough shall provide for each newly hired Class I Special Police Officer the following clothing and equipment; Two (2) short sleeve shirts, One (1) pair of uniform pants, One (1) pair of uniform shorts, One (1) baseball cap with patch, One (1) breast badge, One (1) name plate, One (1) garrison belt, One (1) gun belt, One (1) PR-24 and holder, One (1) pair of handcuffs and holder.

D. In addition to the equipment items specified in section C of this article the Borough shall also provide for each newly appointed Class II Special Police Officer the following clothing and equipment; Two (2) short sleeve shirts, Two (2) pairs of uniform pants, One (1) trooper hat with hat badge, One (1) oleoresin capsicum holster, One (1) sidearm holster, One (1) magazine holder.

E. Upon completion of bicycle training certification the Borough shall supply each officer with One (1) bicycle shirt and Forty Dollars (\$40.00) to be used for the purchase of bicycle clothing and equipment.

Effective January 1, 2002, the bicycle clothing allowance shall be increased to Forty-five Dollars (\$45.00).

Effective January 1, 2003, the bicycle clothing allowance shall be increased to Fifty Dollars (\$50.00).

F. Upon completion of an employees second year of employment he/she shall receive an annual clothing allowance of Two Hundred Twenty-five Dollars (\$225.00) for each year of the contract.

G. The Borough of Belmar 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 of Police of his designee.

H. Uniforms must be in the same style and color as those of the regular police officers, with the exception of the Special Police Officer I and II insignia, which must be worn. If the uniforms are changed by the Police Department, the cost of uniforms for the Special Police Officers will come from the OE budget of the Police Department.

I. Employees working a minimum of one hundred fifty (150) hours between September 15 and May 15 shall be eligible for an additional One Hundred Fifty Dollars (\$150.00) in clothing allowance.



## *Article IV*

### *Overtime*

A. Overtime shall be defined as time worked in excess of one hundred sixty (16) hours in a twenty-eight day period.

B. Overtime shall be compensated at a rate of time and one half.

C. Borough Ordinance 5-2.6 concerning private employment of Off-duty Police Personnel shall apply to all employees covered by this agreement. The rate of compensation shall be a minimum of thirty-five dollars (\$35.00) per hour. The Borough will receive four dollars (\$4.00) per hour for handling fees. If Borough Ordinance 5-2.6 is amended to reflect a rate higher than thirty-five (\$35.00) per hour then the higher rate shall prevail.

D. All employees called in on off duty hours will be guaranteed a minimum of two (2) hours pay, provided call in duty is not continuous with said employees regularly scheduled tour of duty. Said pay shall be at a time and one half rate if it satisfies the definition of overtime as set forth in Section A of this Article.

*Article V*  
*Salaries*

A. Effective May 29, 2004, each employee shall receive a wage increase as prescribed in the attached schedule. For 2004: 3.9% increase.

B. The new salary guide is attached as schedule A-1.

C. Each employee shall have the option of Direct Deposit for his/her paycheck.

D. Any Special I or II schedule to work on any given day, and reports for duty on that day, and for some reason is sent home shall be paid two (2) hours.

*Article VII*  
*Bulletin Boards*

A. A bulletin board shall be made available for the use of the BSPOA for the purpose of posting BSPOA announcements and any 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 the written permission of the Borough.

## *Article VIII*

### *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 here 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 in "Grievance" as used here in 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 BSPOA 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 of the BSPOA on behalf of an employee of the Borough, shall institute action under the provisions here within ten (10) working days of the occurrence of the grievance or within ten (10) working days of the violation of this agreement being recognized an earnest effort shall be made to settle the differences between the grieved employee and his/her immediate supervisor for the purpose of resolving the matter informally, failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

(b) The immediate supervisor shall render a decision as soon as possible but not later than ten (10) working days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached the employee or the BSPOA shall, in writing and signed, file his/her grievance with the Chief of Police within three (3) working days following the determination at step one.

(b) The Chief of Police shall render a decision in writing as soon as possible but not later than five (5) working days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved at Step Two then, within five (5) working days following the determination, the matter may be referred to the Borough Council as a whole, who shall review the matter and make a determination as soon as possible but not later than fifteen (15) days from receipt of the grievance.

Step Four:

(a) If the grievance is not settled through Steps One, Two, and Three, either party shall have the right within fifteen (15) working days to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The costs for the services of the arbitrator shall be borne equally by the Borough and the BSPOA. Any other expenses including but not limited to the presentation of witnesses, shall be paid for by the party incurring same.

D. Authority of the Arbitrator

1. The parties direct the arbitrator to decide as a preliminary question, whether he/she has jurisdiction, to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitutions and Laws of the State of New Jersey and of the United States of America, and shall be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with findings of fact and reasons therefore and shall be final and binding on the parties.

E. No response at any step in this procedure by the Borough or its agents shall be deemed to be a negative response and, upon the termination of the applicable time limits, the grievance may proceed to the next step, upon written notice to the Chief of Police.

F. Time limits may be extended by the parties by mutual written agreement.

G. The Borough reserves the right to file in writing a grievance on its behalf with the executive board of the BSPOA concerning the activities of the BSPOA or any of its membership thereof. The said executive board of the BSPOA shall conduct a conference with the representatives of the Borough within ten (10) working days of the filing of the grievance, and said conference representatives shall render a joint written determination within fifteen (15) days of the conference. In the event the Borough is dissatisfied with the aforementioned written determination, it may proceed with arbitration in accordance with the provisions of this article.

H. The aggrieved employee has the right to be represented by an official of the BSPOA in Steps One, Two, and Three above.

I. It is agreed between the parties that no arbitration hearings shall be held until after the decision rendered by the Borough Council on the grievance.

*Article IX*  
*Departmental Meetings*

A. All departmental meetings schedule by the Chief of Police, all employees will be compensated of a minimum of two (2) hours working time per meeting.

B. This credited working time will be paid at a rate of time and one half if it satisfies the definition of overtime as set forth in Article IV, Section A.



*Article X*  
*Out of Title Pay*

A. If any employee works at a classification with a lower rate of pay than his/her own classification at the request of management, he/she shall receive the rate of pay for his/her own classification for the total number of hours worked outside of his/her classification during any calendar week.

*Article XI*  
*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/her duties, the governing body of the municipality shall provide said member or officer with the necessary means for the defense of such action or proceeding, but not for his/her defense in any disciplinary proceeding institute against him/her 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 on the municipality shall be dismissed or finally determined in favor of the member or officer, he/she shall be reimbursed for the expense of his/her defense.

*Article XII*  
*Court Appearances*

A. Employees required to appear in Municipal 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 rate of time and one half if it satisfies the definition of overtime as set forth in Article IV, Section A.

*Article XIII*  
*Non-Discrimination*

A. There shall be no discrimination by the Borough of the BSPOA 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 or any of its representatives against any of the employees covered under this agreement because of their membership or non-membership in the BSPOA or because of any lawful activities by such employees on behalf of the BSPOA. The BSPOA, 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 BSPOA.

*Article XIV*  
*Access to Personnel Files*

A. Within three (3) working days of a written request, an employee shall be permitted to review and examine his/her personnel file in the presence of an appropriate representative of the Borough. Requests from the employee for copies of documents in his/her file shall be honored.

B. If any material derogatory or adverse to the employee is placed in his/her personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin against an employee shall be eligible for the personnel file. An employee may file a written response of reasonable length to any derogatory or adverse memoranda or documents. Copies of any written documents, relating to discipline or the work performance of any employee, which are to be used by the Borough in any disciplinary proceedings, grievance hearing, or final evaluation report, will be given to the employee upon request. Derogatory or adverse material shall not be utilized in any disciplinary action after two (2) years from the date of the incident complained of in such material.

*Article XV*  
*Dues Deduction*

A. The Borough agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Borough the amount of yearly dues. Dues shall be such amount as may be certified to the Borough by the BSPOA by the 15<sup>th</sup> of June in the year in which the deductions are to be made. The deductions shall be taken from the first pay after July 4<sup>th</sup> weekend. Any employee hired after the date on which such deductions are made shall have the full amount of dues deducted from his/her first paycheck. If any employee does not earn enough to cover the amount of dues in that pay period said employee shall have the remainder of the dues deducted from each subsequent paycheck until all dues are paid in full. Deduction of dues made pursuant hereto shall be remitted by the Borough to the BSPOA care of:

Belmar Special Police Officer's Association  
PO Box A  
Belmar, New Jersey 07719

within one (1) week of the date in which such deductions are made together with a list of employees from who's pay such deductions were made. A copy of such list shall also be delivered to the local president.

B. All deductions agreed upon in Section A above will be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9 (e) as amended.

*Article XVI*  
*Agency Shop*

A. BSPOA of Belmar shall be entitle to a representation fee in lieu of dues by payroll deduction from the salaries of Special Police Officers in the Police Department in the Borough of Belmar who are not members of BSPOA. 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. BSPOA 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 deduction of non-members of BSPOA of Belmar as provided by 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 BSPOA shall indemnify and hold the employer harmless against any and all claims, demands, suits, and all 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 BSPOA shall intervene in and defend an administrative or court litigation concerning this provision. In such litigation the employer shall have no obligation to defend this provision.

*Article XVII*  
*Training and Qualifications*

- A. The Borough shall provide for all employees currently certified in Cardio Pulmonary Resuscitation (CPR) with annual CPR re-certification.
  
- B. The Borough shall provide for all employees currently certified in First Responder with annual First Responder re-certification.
  
- C. The Borough shall provide all employees with training and certification in the use of an automatic external defibrillator (AED).
  
- D. All Class II Special Police Officers required to attend semi-annual firearms qualifications shall be credited with two (2) hours working time for each qualification.
  
- E. Training time credited pursuant to Sections A, B, C and D of this article shall be paid at a rate of time and one half if it satisfies the definition of overtime as set forth in Article IV, Section A.



*Article XVIII*  
*BSPOA Rights and Representatives*

A. ACCESS TO PREMISES

1. BSPOA officials and duly authorized representatives (officers), whose names and identifications have been previously sent to and acknowledged by the Borough, shall be admitted to the premises of the Borough on BSPOA business.

2. BSPOA officials and representatives (officers) shall have the right to consult with employees in the bargaining unit. The Borough shall designate appropriate facilities for such meetings.

B. A maximum of three (3) members of the BSPOA may comprise the negotiating team and shall be allowed to attend negotiation sessions, without loss of pay, when such sessions are scheduled during normal working hours.

C. Officers shall have the right to take action while on duty if any emergency situation arises concerning BSPOA business. They shall request permission from their immediate supervisor to leave their post before any action is taken and such permission shall not be unreasonably withheld.

*Article XIX*  
*Fully Bargained Provisions*

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues, which were and 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 XX*  
*Separability and Savings*

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

*Article XXI*  
*Term and Renewal*

A. This Agreement shall take effect on January 1, 2004 and shall remain in full force and effect up to and including December 31, 2004. In the event a new Agreement has not been reached by the parties prior to the expiration of this Agreement, the Agreement shall remain in full force and effect until a subsequent agreement is executed.

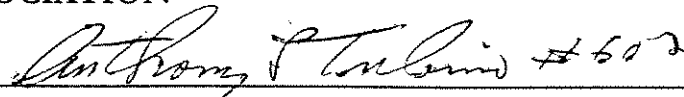
IN WITNESS WHEREOF, the parties hereto, through their authorized representatives have set their hands and seals at Belmar, New Jersey, on this 23<sup>rd</sup> day of August 2004.

**BOROUGH OF BELMAR**

By: 

Date: 8-23-04 Title: MAYOR

**BELMAR SPECIAL POLICE OFFICER'S ASSOCIATION**

By: 

Date: 8/18/04 Title: TREASURER

By: 

Date: 8/18/04 Title: Trustee

SCHEDULE F - UNCLASSIFIED POSITIONS

5/29/04-12/31/04 3.9%

YEARS OF SERVICE-SPECIAL POLICE

POSITION	1ST YEAR	2nd YEAR	3rd YEAR	4th YEAR	5th YEAR	AFTER 5 YRS	AFTER 10 YRS
SPL I OFF.	\$8.63	\$9.26	\$9.87	\$10.48	\$11.11	\$13.21	\$13.83
SPL II OFF.	\$12.03	\$12.64	\$13.26	\$13.88	\$14.49	\$16.67	\$17.30