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1989
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AGREEMENT

between

Brielle Borough

THE BOROUGH OF BRIELLE

and

BRIELLE UNIFORMED POLICE OFFICERS ASSOCIATION AFFILIATED
WITH POLICE BENEVOLENT ASSOCIATION LOCAL #50

X January 1, 1988 through December 31, 1990

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PREAMBLE

THIS AGREEMENT, made this _____ day of _____, 1987 between the BOROUGH OF BRIELLE, Monmouth County, New Jersey (hereinafter referred to as the "Employer" or "Borough") and BRIELLE UNIFORMED POLICE OFFICERS ASSOCIATION, affiliated with POLICE BENEVOLENT ASSOCIATION LOCAL #50 (hereinafter referred to as the "Union" or "Association") represents the complete and final understanding on all negotiable issues between the "Employer" and the "Union."

ARTICLE I

RECOGNITION

The Borough recognizes the Association for the purpose of collective negotiations as the exclusive representative of uniformed police officers exclusive of the Director of Police, the Chief of Police, school guards, special officers, and clerical employees.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. The parties agree to engage in good faith collective negotiations in accordance with the provision of the New Jersey Employer-Employee Relations Act concerning wages, hours of work

and other terms and conditions of employment of the Borough employees covered by Article I to be included in a successor agreement.

B. Any Agreement so negotiated shall apply to all the employees included in Article I and shall be reduced to writing and signed by authorized representatives of the Borough of Brielle and the authorized representatives of the Association.

ARTICLE III

MANAGEMENT RIGHTS

A. It is understood and agreed that the Employer possesses the sole and exclusive right to conduct the business of the Borough, and except as modified by this Agreement, to manage and direct the affairs of the Police Department, and to fulfill its lawful obligation.

B. It is further understood and agreed that all rights of management are retained by the Employer, except as modified by this Agreement, and that these rights shall include, but not by way of limitation, the right to:

1. Select and direct the employees;
2. Hire, promote, transfer and assign;

3. Suspend, demote, discharge or take other disciplinary action for just cause;
4. Establish the daily and weekly work schedules;
5. Make changes in the starting and stopping time of;
6. Relieve employees from duty because of lack of work or for other legitimate reasons;
7. Determine the work to be performed within the unit of employees covered this Agreement;
8. Purchase the services of others by contract or otherwise; and
9. Make reasonable and binding rules and regulations together with modification of existing rules and regulations.

ARTICLE IV

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Borough's departments and agencies is of paramount importance to the citizens of the community and that there shall be no interference with such operations. Adequate procedure having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Association, its officers, members, agents or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, illegal job actions, mass resignations, mass absenteeism, or other

similar action which would involve suspension of or interference with normal work performance.

B. Employees participating in any prohibited activity set forth in Section A of this article are subject to discipline or discharge, including selective discipline or discharge (subject to rights under the Grievance Procedure hereinafter set forth.)

ARTICLE V

GRIEVANCE PROCEDURE

A. A grievance is defined as any disagreement between the Borough and the Association or between the Borough and any member of the Police Department covered hereunder involving the interpretation, application, or operation of any provision of this Agreement with respect to wages, hours of work or other conditions of employment.

B. Notwithstanding other statutory procedures, the parties agree to resolve all grievances as hereinabove defined exclusively through the following procedures:

STEP 1 - The Association through its designated representative shall present and discuss the grievance or grievances orally with the Department Head or his duly designated representative within fifteen (15) days after the occurrence of the facts giving rise to the grievance are known or should have

been known. The Department Head shall answer the grievance orally within four (4) days from the date of its presentation.

STEP 2 - If the grievance is not resolved at Step 1, or if no answer has been received by the Association, they may present the grievance in writing to the Department Head within five (5) days after receipt of same.

STEP 3 - If the grievance is not resolved at Step 2, or if an answer has not been received by the Association within the time set forth in Step 2, the Association may present the grievance in writing to the Police Committee within three (3) days after the expiration of the time limit set forth in Step 2. The Police Committee shall consider the grievance and may request a meeting of the parties to discuss said grievance, and shall render a final written decision on the grievance within ten (10) days from the date of presentation of the grievance or from the date of the meeting, whichever is later.

STEP 4 - If the grievance is not resolved at Step 3, the Association may present the grievance in writing to the Mayor and Council within three (3) days after the expiration of all time limits set forth in Step 3. The Mayor and Council shall consider the grievance and may also request a meeting between the parties to discuss said grievance and shall render a final written decision on the grievance within fifteen (15) days from the date of presentation of the grievance or from the date of any meeting, whichever is later.

C. Arbitration

1. If the grievance has not been satisfactorily resolved in Step 4 hereof, the Association or the Employer may refer the matter to the New Jersey State Board of Mediation for selection of an arbitrator which shall constitute the exclusive remedy for the parties hereto notwithstanding the provisions of Title 40A or any other provisions of law which may pertain to resolution of disputes involving police officers.

a. The expense of such arbitration shall be borne equally between the parties and the decision of the arbitrator shall be binding and final upon the parties.

b. All submissions to arbitration must be made within ten (10) days following the expiration of time limits set forth in Step 4 of the grievance procedure.

c. The arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of fact, reasons, and conclusions on the issue or issues submitted.

d. The arbitrator shall be bound by the provision of this Agreement, and shall be restricted to the application of the facts presented to him involved in the grievances. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.

e. Only one (1) issue shall be presented in each arbitration case unless the parties by mutual consent agree to process multiple issues in a single arbitration case. In the case of a class action grievance affecting multiple grievants under the same factual situation, the arbitrator may hear the class action grievance in a single case.

2. All of the time limits contained in this Article of the Agreement may be extended by mutual consent. Unless such time is extended by mutual consent, the failure to observe any of the time limits herein stated for the presentation of the grievance of any step, or submission of said grievance or right to arbitration and settlement thereof.

3. The parties may consolidate Step 3 with Step 4 of the grievance procedure by mutual consent.

ARTICLE VI

DISCRIMINATION OR COERCION

A. The Borough agrees to continue its policy of no discrimination interference or coercion against the employees represented by the Union because of membership or activity in the Union.

B. The Association agrees to continue its policy of no discrimination because of non-membership in the Union.

C. Both the Employer and the Union agree to continue the policy of no discrimination against any employee covered by this Agreement because of race, creed, color, sex, national origin, or political affiliation.

ARTICLE VII

PROBATIONARY EMPLOYEES

A. New employees shall be regarded as Probationary for the first year of employment. New employees will not be considered permanent members of the Police Department until successful completion of the Police Academy. It shall be incumbent upon the employer to assign non-trained personnel to a training facility so that the employee is able to complete the training within the Probationary year. Training and certification are covered by the Police Training Commission. The Borough and the Union agree to follow prescribed training procedures. No one is to be a Probationary Patrolman for more than twelve (12) uninterrupted months or eighteen (18) months total.

B. The Employer may discipline or discharge a probationary employee in which event there shall be no recourse to the grievance and arbitration provision or other terms of this Agreement and there shall be no obligation whatsoever by the Employer to such probationary employee in the event of discharge.

C. After successful completion of the probation period, a new employee hired after January 1, 1988 will be placed on the seniority list retroactive to the first day of work, and shall receive a retroactive adjustment in salary to Patrolman 5th Class rate effective upon their twelve months anniversary of employment with the Borough of Brielle. Time spent as special officer shall not be considered as part of the probationary period.

ARTICLE VIII

HOLIDAYS

A Employees covered by this Agreement will be entitled to thirteen (13) holidays per year as follows:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Lincoln's Birthday
Friday following Thanksgiving

B. Both parties recognize that due to department business police officers may not enjoy time off for the aforesaid holidays by reason of work on those dates. Accordingly, police officers covered by this Agreement shall be compensated at the rate of

eight (8) hours straight time pay for each of the eleven (11) holidays with payment of holiday compensation to be made in a lump sum once per year in the last pay in November. This pay will cover the thirteen (13) holidays provided for in the year 1988.

C. If a police officer covered by this Agreement is required to work on one of the aforesaid holidays, he shall receive an additional one-half (1/2) times his straight hourly rate for his regular eight (8) hour tour worked on the holiday. This one-half (1/2) time shall be in addition to holiday compensation, shall result in total compensation of double time and one-half (2 1/2) times the straight time hourly rate for the regular eight-hour tour of duty on a holiday. If a police officer is required to work overtime on a holiday, he shall receive compensation at the rate of time and one-half (1 1/2) the straight time hourly rate for time worked in excess of eight (8) hours of such holiday.

D. For purposes of this Article of the Agreement the aforesaid holidays shall be deemed to fall on the date declared as the holiday by the Federal government, wherever applicable.

ARTICLE IX

VACATIONS

A. A member shall be granted a vacation if earned in each vacation year without loss of pay. The vacation period shall be taken from January 1st to December 31st each year. Vacations may

be taken at any time during the year, subject to the needs of the Department.

B. Request for choice of vacation shall be determined by the priority as to the filing for said vacation, and if two employees file at the same time for the same vacation period then seniority shall control insofar as same is possible and practical.

C. Vacation time shall be earned as follows:

1. During the first year of service or part thereof one (1) working day for every two complete months of service with the Borough of Brielle to maximum of five (5) working days.

2. Second year of service with Borough of Brielle: Ten (10) working days vacation.

3. Beginning of third year to the end of the fifth year of service with the Borough of Brielle: Twelve (12) working days vacation.

4. Beginning of sixth year to the end of the tenth year of service with the Borough of Brielle: Fifteen (15) working days vacation.

5. Beginning of eleventh year to end of fifteenth year of service with the Borough of Brielle: Twenty (20) working days vacation.

6. Beginning of sixteenth year and all years thereafter of service with the Borough of Brielle: Twenty-five (25) working days vacation.

D. Vacation entitlement shall be prorated on the basis of anniversary date and employees covered under this Agreement will reimburse the Borough for any excess vacation taken. For purposes of prorating vacation of any employee hired on or before the 15th of a month, shall receive credit for the entire month, but if hired after the 15th shall not receive credit for the month of hire.

Example: Employee hired July 8, 1977 shall have the following vacation entitlement:

1. Between July 1 and December 31, 1977: 2 1/2 working days.
2. During calendar year 1978: 2 1/2 working days, plus 10 working days - 12 1/2 working days total.
3. During calendar year 1979: 10 working days.
4. If said employee leaves the employ of Borough on December 1, 1978, having taken a total of 15 days vacation, he shall reimburse the Borough for five (5) days since he has only worked one and one-half (1 1/2) years and is thereby only entitled to five (5) days for the first year of employment and one-half of his ten (10) days entitlement for the second year or additional five (5) days.

ARTICLE X
SALARY GUIDE

A. The following salary guide shall apply to anyone appointed as a probationary office before September 1, 1985

<u>RANK</u>	<u>1-1-88</u>
First Class Patrolman	\$34,459.60
Second Class Patrolman	\$32,559.58

(This guide applies only to Patrolman Michael Reily who achieves the rank of First Class Patrolman on April 1, 1988, so that notwithstanding the guide which follows, he will be paid for the first three months of 1988 at the rate of \$32,559.58 per year.)

SALARY GUIDE

TO COVER ALL MEN UNDER THE PRESENT CONTRACT

	<u>1-1-88</u>	<u>1-1-89</u>	<u>1-1-90</u>
CAPTAIN	\$40,202.88	\$43,419.11	\$46,892.63
LIEUTENANT	38,296.10	41,359.78	44,668.56
SERGEANT	36,389.03	39,300.15	42,444.16
PATROLMAN			
FIRST	34,459.60	37,216.36	40,193.66
SECOND	31,907.04	34,459.60	37,216.36
THIRD	30,147.74	32,559.55	34,632.04
FOURTH	28,728.97	31,027.28	33,509.46
PROBATIONARY	20,000.00	21,600.00	23,328.00

SALARY GUIDE

TO COVER ALL PATROLMEN HIRED AFTER JANUARY 1, 1988

	<u>1-1-88</u>	<u>1-1-89</u>	<u>1-1-90</u>
PATROLMAN			
FIRST	\$34,459.60	\$37,216.36	\$40,193.66
SECOND	31,567.68	34,093.09	36,820.53
THIRD	28,675.76	30,969.82	33,447.40
FOURTH	25,783.84	27,846.54	30,074.26
FIFTH	22,891.92	24,723.27	26,701.13
PROBATIONARY	20,000.00	21,600.00	23,328.00

DETECTIVE

A. An additional \$600.00 per year above base salary. The rank of Detective shall be considered ^{to be} a rank above that of patrolman.

B. Beginning January 1, 1988, the rank of Detective shall not be considered a rank above a patrolman but shall be equal with the rank of patrolman, and it is a position which can thereafter be filled at the discretion of the Chief of Police in conjunction with the Public Safety Committee and the concurrence of the Mayor and Council.

C. Patrolman First Class is defined as a regular patrolman with one year of service as a Second Class Patrolman with the Borough of Brielle. Patrolman Second Class is defined as a regular patrolman with one year of service as a Third Class Patrolman with the Borough of Brielle. Patrolman Third Class is defined as a regular patrolman with one year of service as a

Fourth Class Patrolman with the Borough of Brielle. Patrolman Fourth Class is defined as a regular patrolman with one year of service as a Fifth Class Patrolman with the Borough of Brielle. Patrolman Fifth Class is defined as a regular patrolman with one year of service as Probationary Patrolman with the Borough of Brielle who has successfully completed said probationary period.

ARTICLE XI

INSURANCE BENEFITS

A. Blue Cross - Blue Shield (1420 series) Rider J and Prudential Major Medical Insurance coverage for each employee and his dependents shall be provided by the Borough at no cost to said employee.

B. Each member of the Police Department may receive a complete physical examination by a physician approved by the Borough, and at the cost of the Borough, once in every calendar year. The physician shall submit his report to the Borough and the officer.

C. Officers shall execute and deliver to the Borough a subrogation agreement relating to workmen's compensation, temporary disability payments received by an officer while he is receiving a salary from the Borough, and all checks received by the officer for temporary disability as stated above shall be endorsed and delivered to the Borough.

D. The Borough of Brielle shall provide in contract year 1981 a dental plan consistent with those major industries within the State of New Jersey for all full-time members of the Police Department and their families.

ARTICLE XII

LONGEVITY BENEFITS

A. Longevity benefits shall be construed to mean additional pay for length of service in the Brielle Police Department experienced by each member from the date of his appointment to the said Brielle Police Department, and it shall be construed as additional pay over and above the salary guide wages set forth in this Agreement and all other increments, emoluments and benefits enjoyed by said employee. Longevity benefits to which employees of the Brielle Police Department are entitled for their years of service with the Brielle Police Department are set forth as follows:

1. After completion of five (5) years of service - three percent.
2. After completion of ten (10) years of service - six percent.
3. At the completion of fifteen (15) years of service - nine percent.
4. At the completion of twenty (20) years of service - twelve percent.

5. All new employees of the Brielle Police Department covered by this contract hired after January 1, 1986, shall follow the above schedule with the following exceptions:

1. After five (5) years of service - three percent
2. At the completion of ten (10) years of service - five percent
3. At the completion of fifteen (15) years of service - seven percent.
4. At the completion of twenty (20) years of service - nine percent.

B. The percentage of longevity pay shall be based upon the current gross pay of each employee and future longevity pay shall be based upon the then gross salary pay at the time of the future longevity payment date. Service as a member of the Brielle Police Department in a probationary status will be considered eligible in computing length of service.

C. Longevity for all employees shall be made pensionable during the term of this Agreement, and shall be added to the base salary and paid bi-weekly. However, the longevity increases shall be deducted from the base paid at the time the next salary increase is calculated.

EXAMPLE: Patrolman X 1986 base pay		\$29,272.52
Longevity 3%		878.29
Total Pensionable		30,150.81
1987 Pension		30,150.81
Less Longevity		878.29
Base		29,272.52
8%		31,614.32
1987 Longevity	(example 3%)	948.72
Pensionable base		32,562.74

ARTICLE XIII

HOURS OF WORK AND OVERTIME COMPENSATION

A. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employees service continuously throughout the seven (7) day week, and that the standard work week shall consist of forty (40) hours of work within said standard work week; and that the standard work pay shall consist of eight (8) hours of work per day.

B. Overtime shall consist of any authorized hours of work performed in connection with the employment in the Brielle Police Department over and above the normal tour of duty. Compensation for said overtime shall be made at the rate of time and one-half (1 1/2) rate with a maximum accumulation of five (5) days at any one time. All overtime must be authorized by the Head of the

Department or his duly designated representative and scheduled overtime shall be distributed as equally as possible. Overtime will be computed on a monthly basis and will be paid no later than the end of the following month.

C. Any officer summoned to duty for the Borough of Brielle shall be paid a minimum of two (2) hours at his normal hourly rate.

D. An officer receiving a subpoena or on call subpoena to any Court, including the Brielle Municipal Court, shall receive a minimum of two hours pay at his normal hourly rate. He shall receive such pay for every day he remains on call. The officer shall not receive this pay if his normal duty hours coincide with the subpoena.

ARTICLE XIV

UNIFORM ALLOWANCE

A. There will be a clothing allotment of so much as is necessary in order to completely uniform a probationary patrolman (see Schedule "A" attached hereto) and Five Hundred and Twenty-five (\$525.00) in 1988, Five Hundred and Seventy-five (\$575.00) dollars in 1989 and Six Hundred (\$600.00) dollars in 1990.

B. There shall be a uniform maintenance allowance which shall be payable semi-annually of Three Hundred and seventy-five

(\$375.00) dollars in 1988, and Four Hundred (\$400.00) dollars in 1989, and Four Hundred and Twenty-five (\$425.00) dollars in 1990.

SCHEDULE "A"

- a. 1 hat
- b. 1 raincoat and hat cover
- c. 1 winter coat
- d. 3 long- sleeved shirts
- e. 3 year-round trousers
- f. 3 short-sleeved shirts
- g. 1 pair shoes
- h. 1 leather belt
- i. 1 holster
- j. 1 name plate
- k. 1 set of handcuffs and case
- l. 1 whistle and cord
- m. 2 sets of insignia collar bars
- n. 1 tie clasp
- o. 1 night stick with holder
- p. 1 flashlight
- q. 1 service revolver
- r. 3 clip-on ties
- s. 1 pair rubber boots
- t. prescribed khaki wear
- u. ammunition needed for Academy training, as required.

ARTICLE XV

SICK LEAVE

A. Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family who is living with the employee and who is seriously ill requiring care of attendance of such employee.

B. Employees covered by this Agreement shall be entitled to fifteen (15) paid sick days per year which shall be cumulative from year to year if not used, and there shall be a payment for unused sick leave.

C. If an employee does not serve for the full year in which sick leave has been taken, the Borough shall be reimbursed at the then prevailing rate of pay for any sick time taken in excess of his entitlement which entitlement includes his accumulated sick leave rank, if any, and his current prorata sick leave benefit.

D. If an employee is absent for reasons that entitle him to sick leave, he shall promptly notify headquarters and failure to so notify may be the cause for disciplinary action.

E. Any employee who is absent on sick leave for more than three (3) consecutive working days in a calendar year shall be

required to submit a physician's certificate to the Borough of substantiate the illness and to verify fitness for return to duty. The Head of the Department may, as a condition of return to work, require an employee who has been absent because of personal illness for any period of time to be examined by a physician at the expense of the Borough.

F. Upon separation from service by reason of retirement or resignation, the employee shall receive payment for accumulated and unused sick leave at the rate of his last salary guide rank achieved in accordance with the following schedule:

1. All employees covered by this Agreement in the employ of the above on May 22, 1984 who have accumulated two hundred (200) or more days as of that date shall have a two hundred (200) maximum for reimbursement.
2. Employees on the payroll as of May 22, 1984 other than those mentioned in Section 1 (that is those with less than accumulation of two hundred (200) or more days as of May 22, 1984) shall have a maximum of one hundred and fifty (150) days.
3. All employees hired after May 22, 1984, except those hired after January 1, 1988, shall be entitled to a maximum of one hundred (100) days.
4. All employees hired after January 1, 1988, shall be entitled to a maximum of one hundred (100) days. They shall be obliged to accrue two days of sick time for each day credited to their bank. In other words, if at

retirement one of the employees in this class shall have accumulated two hundred (200) days of sick time, he shall have credit for one hundred (100) days. If he has accumulated one hundred and fifty (150) days of sick time, he shall have credit for seventy-five (75) days for purposes of payment of accumulated sick leave at the time of retirement. However, for purposes of the by-backs provided in provided in Paragraph G hereof which follows, this two-day contribution shall not apply, thus the employees hired after January 1, 1988 shall have the same repurchase rights as the other classes of employees under this paragraph.

G. Subsequent to the passage of the 1986 Budget, and in the first week of January and the first week in July in every Contract year during the course of this Agreement, Police officers may sell back accrued sick time to the Borough. The maximum number of days shall be twenty-five (25) days in January and twenty-five (25) days in July, for an annual maximum of fifty (50) days. These days shall be purchased based on the individual's position on the current salary guide for the year in which the payment is made (sick leave rank being the officer's rank, i.e., Patrolman First Class, at the time of the sale). The number of days purchased may be extended beyond the CAP by mutual consent of both parties. All sick days sold by the officer below the sick leave cap shall reduce the officer's sick leave CAP for the balance of his employment with the Borough of Brielle. A ledger shall be kept and the sick days sold shall be deducted from the accumulated sick leave cap of the individual officers.

EXAMPLE: Patrolman X is capped at 150 sick days by Contract. He sells the Borough 25 days in 1986. His cap is then 125. While sick days can be accrued for use as sick time, no additional days can be added to the Cap and the Borough is not obligated to reimburse that individual for any days beyond that Cap at the time of separation.

ARTICLE XVI

PERSONAL VEHICLES

The Borough shall provide insurance coverage on private vehicles of police personnel when used in the line of duty. Personnel to receive mileage reimbursement at the rate of twenty cents (.20) per mile.

ARTICLE XVII

SCHOOLING

A. Police personnel are encouraged to take college level courses, particularly those related to Police Science. Accordingly, upon advance approval by the Head of the Department or the Police Committee of the Borough of Brielle Council, and upon satisfactory completion of each course, the Borough shall reimburse the officer for costs of tuition and books for courses in police science and all courses leading to any degree in police science. All books purchased in accordance with this section shall become the property of the Borough of Brielle.

B. Upon proof of satisfactory completion of each credit hour, with a grade of "C" or higher, the officer shall receive at the next pay period, in addition to his regular salary, the sum of ten (\$10.00) dollars¹ per credit per year, which shall include all credits accumulated until the award of an Associates Degree from an accredited college. Upon proof of the receipt of an Associates Degree from an accredited college, beginning at the next pay period, the officer shall receive the sum of One Thousand (\$1,000.00) dollars per year, in addition to his regular pay.

C. Upon proof of satisfactory completion of the course work and the receipt of a certificate of a Bachelor of Science from an accredited college, beginning at the next pay period the officer shall receive the sum of One Thousand Five Hundred (\$1,500.00) dollars per year in addition to his regular pay. It is understood that if a person holding an Associate Degree shall later earn a Bachelor's Degree, only the sum of One Thousand Five Hundred (\$1,500.00) dollars shall be added to his pay for the Bachelor's Degree, and the One Thousand (\$1,000.00) dollars sum already earned for the Associates Degree shall be presumed to have merged into the One Thousand Five Hundred (\$1,500.00) dollars for the Bachelors Degree.

D. Upon proof of satisfactory completion of the course work and the receipt of a certificate of a Master's Degree from an accredited college, beginning at the next pay period, the officer shall receive the sum of Two Thousand (\$2,000.00) dollars per

year, in addition to his regular pay. It is understood that if a person holding a Bachelor's Degree shall later earn a Master's Degree, only the sum of Two Thousand (\$2,000.00) dollars shall be added to his pay for the Master's Degree, and the One Thousand Five Hundred (\$1,500.00) dollars already earned for the Bachelor's Degree shall be presumed to have merged into the Two Thousand (\$2,000.00) dollars for the Master's Degree.

E. The above sums shall be payable as part of the regular salary and shall commence on a date not to exceed two (2) months from the submission of certification of the Head of the Department.

It is understood that no credit shall be given for course work taken before employment by the Borough of Brielle and that the \$1,000.00 added to regular pay for the Associate's Degree, and the \$1,500.00 added to regular pay for the Bachelor's Degree, and the \$2,000.00 added to regular pay for the Master's Degree, nor any payment of \$10.00 for any credit earned shall go into effect until the employee has been employed by the Borough of Brielle for three (3) complete years.

F. A yearly award of \$500.00 will be added to the salary of all officers who successfully complete an accredited emergency medical technician course. The award will only be made upon the presentation of a document showing that the EMT course is being kept current every year. The Chief of Police will be responsible for the assignment of personnel to these courses so as not to conflict with the responsibilities of the Department to the Borough.

ARTICLE XVIII

LAW LIBRARY

The Borough will obtain and maintain a basic law library for the benefit of the Police Department.

ARTICLE XIX

OUTSIDE EMPLOYMENT

Police personnel may leave the Borough and may engage in outside employment in any location within a radius of twenty (20) miles from Police Headquarters with prior approval by the Head of the Department, which approval shall not be unreasonably withheld. The radius restriction shall not apply to casual employment, such as chauffering individuals to airports, etc.

Police personnel recognize that employment with the Borough Police Department is their primary job.

ARTICLE XX

MAINTENANCE OF STANDARDS

All established conditions of employment relating to wages, hours of work and general working conditions presently in effect for and applicable to all members of the Brielle Police Department, shall be maintained at not less than the standards now in effect, and such generally applicable conditions shall be improved wherever specific conditions for improvement are made in this Agreement.

ARTICLE XXI

EXCHANGES

Police personnel to have the right to request exchanges of shift, time off, etc. among themselves, with the approval of the Head of the Brielle Police Department, provided that no overtime may result.

ARTICLE XXII

BEREAVEMENT

In the event of a death in the immediate family of an employee (spouse, child, grandchild, parent, mother-in-law, father-in-law, brother, sister) or the death of any other relative residing with the employee, or the death of any other relative with whom the employee lives, the Borough shall grant a three-day (3) leave with pay to the employee, such leave being the day of the funeral and the two days immediately preceding. However, the Chief can take into consideration travel time and grant a five-day (5) leave.

ARTICLE XXIII

DISCIPLINARY ACTION

The Employer agrees to institute disciplinary charges within fifteen (15) days after the occurrence of the facts giving rise to the disciplinary action.

ARTICLE XXIV

PERSONAL DAYS

A. An officer shall receive one personal day for each year longevity to a maximum of five (5) days. The personal days will be granted subject to the Head of the Department.

Example:

First year - 1 personal

Second year - 2 personal days

Third year - 3 personal days

Fourth year - 4 personal days

Fifth year (until retirement) - 5 personal days

B. Officers requesting a personal day shall make such request not less than five (5) days prior to the personal day being sought except in cases of emergency. In such emergency situation, the Chief shall not unreasonably deny the request for a personal day.

ARTICLE XXV

DURATION

THIS AGREEMENT shall be in effect from January 1, 1988 through December 31, 1990. The provisions of this Agreement shall only be applicable to those employees in the employ of the Borough of Brielle on the date this Contract is executed and thereafter. Unless one party thereto gives notice to the other party, in writing, not more than 120 days nor less than 60 days prior to

December 31, 1990 of his intent to terminate, modify or amend said Agreement, this Agreement will continue in full force and effect for an additional year from year to year thereafter until one party gives notice to the other as hereinabove required.

IN WITNESS WHEREOF, the parties have hereunto caused same to be executed by its representative officers or agents on this day of 11-10, 1987.

ATTEST:

BOROUGH OF BRIELLE

Thomas F. Nolan

Frank R. Wroblewski

ATTEST:

BRIELLE POLICE DEPARTMENT

Negotiating Committee

Karen S. Brisben

Victor E. Lombardi PRES.

KAREN S. BRISBEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 13, 1993