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AGREEMENT
BETWEEN
THE BOROUGH OF BRIELLE
AND

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

EFFECTIVE : JANUARY 1, 1980 through DECEMBER 31, 1981

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PREAMBLE

This Agreement made this day of , 1980, 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

The parties agree to engage in good faith collective negotiations in accordance with the provisions 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.

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

SECTION 1. 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.

SECTION 2. 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: (a) select and direct the employees; (b) hire, promote, transfer and assign; (c) suspend, demote, discharge or take other disciplinary action for just cause; (d) establish the daily and weekly work schedules; (e) make changes in the starting and stopping time of (f) relieve employees from duty because of lack of work or for other legitimate reasons; (g) determine the work to be performed within the unit of employees covered by this Agreement; (h) purchase the services of others by contract or otherwise; and (i) make reasonable and binding rules and regulations together with modifications of existing rules and regulations.

ARTICLE IV

MAINTENANCE OF OPERATIONS

SECTION 1. 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 procedures 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.

SECTION 2. Employees participating in any prohibited activity set forth in Section 1 of this Article are subject to discipline or discharge, including selective discipline or discharge, subject to rights under the Grievance Procedure hereinafter set forth.

SECTION 3. Any positions under the Police Ordinance of the Borough of Brielle, which become vacant, shall be filled within 90 days in a temporary capacity and be filled permanently based upon the recommendations of the Director and Council based on the performance of the applicant. Payment for the temporary position will commence on the date of the temporary assignment.

ARTICLE V
GRIEVANCE AND ARBITRATION

SECTION 1. 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.

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 representatives shall present and discuss the grievance or grievances orally with the Department Head or his duly designated representative within seven (7) 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 may present its grievance in writing to the Department Head within five (5) days after expiration of the time limits set forth in Step 1, setting forth the nature of the grievance involved, the applicable provisions of the Agreement and the position of the Association with respect to the same. The Department Head shall answer the grievance in writing within five (5) days after receipt of same.

STEP 3- If the grievance is not resolved at Step 2, or if no answer has 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 limits 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.

ARBITRATION

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 grievance. 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.

SECTION 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 at any step, or submission of said grievance or right to arbitration and settlement thereof.

SECTION 3 - The parties may consolidate Step 3 with Step 4 of the Grievance Procedure by mutual consent.

ARTICLE VI

DISCRIMINATION OR COERCION

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.

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

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

New employees will be regarded as probationary for the first nine months of employment exclusive of any time spent in training at the police academy; and until satisfactory completion of both the nine month on the job training period and the police academy program they shall not be considered permanent members of the Brielle Police Department under this Contract or any applicable provision of law, including the provisions of Title 40A of the New Jersey Statutes.

EXAMPLE: New employee spends six weeks at police academy during first nine months of employment. Total probationary period shall be nine months plus six weeks.

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.

After successful completion of the probation period, a new employee will be placed on the senioroty list retroactive to the first day of work, and shall receive a retroactive adjustment in salary to Patrolmen 3rd class rate effective upon their nine month anniversary of employment with the Borough of Brielle. Time spent as special officer shall not be considered as part of the probationary period. Probationary period may be extended by mutual consent.

ARTICLE VIII

HOLIDAYS

Employees covered by this Agreement will be entitled to ten (10) holidays per year as follows*:

NEW YEAR'S DAY	LABOR DAY
WASHINGTON'S BIRTHDAY	COLUMBUS DAY
GOOD FRIDAY	CHRISTMAS DAY, VETERANS' DAY
MEMORIAL DAY	INDEPENDANCE DAY
	THANKSGIVING DAY

* In addition to the ten holidays listed above the officer shall be entitled to a FLOATING HOLIDAY. The officer with the prior approval of the Director will be allowed to use this day as a day off during his work year.

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 ~~fifteen~~ ^{and this} (16) holidays with payment of holiday compensation to be made in a lump sum once per year in the last pay of November.

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 the 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.

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.

This Article of the Agreement shall only be retroactive to January 1, 1979 with respect to those Police Officers who actually worked on the aforesaid holidays.

ARTICLE IX

VACATIONS

SECTION 1. A member shall be granted a vacation if earned in each vacation year without loss of pay. The vacation period shall be 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.

SECTION 2. 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.

SECTION 3. Vacation time shall be earned as follows:

1. During first year of service or part thereof - 1 working day for every two complete months of service with the Borough of Brielle to maximum of five working days.
2. Second year of service with the Borough of Brielle- 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 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.

SECTION 4. Vacation entitlement shall be pro-rated on the

basis of anniversary date and employees covered under this Agreement will reimburse the Borough for any excess vacation taken. For purposes of pro-rating 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:

(a) between July 1 and December 31, 1977- 2 1/2 working days.

(b) During calendar year 1978 - 2 1/2 working days, plus 10 working days = 12 1/2 working days total.

(c) During calendar year 1979 - 10 working days.

(d) 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 the first year of employment and one-half of his ten (10) day entitlement for the second year or additional five (5) days.

ARTICLE X
SALARY GUIDE

SECTION 1. The following salary guide shall be in effect for employees in the employ of the Borough of Brielle on the date of signing this Contract for the duration of said Contract or any agreed extension thereof:

RANK	EFFECTIVE 1/1/80
CAPTAIN	\$20,276.17
LIEUTENANT	18,925.19
SERGEANT	18,352.74 <i>Handwritten initials</i>
PATROLMAN (FIRST CLASS)	17,379.58
PATROLMAN (SECOND CLASS)	16,421.30
PATROLMAN (THIRD CLASS)	15,648.49
PATROLMAN (PROBATIONARY)	13,241.25

DETECTIVE - an additional \$600.00 per year above base salary.

The rank of detective shall be considered to be a rank above that of patrolman.

SECTION 2. Patrolman 1st class is defined as a regular Patrolman with at least two years of service in grade with the Borough of Brielle exclusive of the probationary period. Patrolman 2nd class is defined as a regular Patrolman with at least one year of service in grade but less than two years of service in grade, exclusive of the probationary period, all of which service must be with the Borough of Brielle. Patrolman 3rd Class is defined as a regular patrolman with less than one year of service in grade with the Borough of Brielle, exclusive of the probationary period, who has successfully completed said probationary period. Service as a full-time special Policeman will constitute service in grade up to one year.

ARTICLE XI

INSURANCE BENEFITS

SECTION 1. Blue Cross-Blue Shield- 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.

SECTION 2. 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 not less frequently than once in every calander year. The physician shall submit his report to the Borough and officer.

SECTION 3. 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.

SECTION 4. The Borough of Brielle shall provide in Contract year 1981, a dental plan consistent with those of major industries within the State of New Jersey for all full time members of the Pòlice Department and their families.

ARTICLE XII

LONGEVITY BENEFITS

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

SECTION 2. 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. Payment of longevity shall be made in November, to those eligible employees then in the employ of the Borough of Brielle, and if an employee leaves the employ of the Borough prior to November, except for disability retirement or twenty five year length of service retirement, he shall not be entitled to longevity pay for that year.

ARTICLE XIII

HOURS OF WORK AND OVERTIME COMPENSATION

SECTION 1. 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 day shall consist of eight (8) hours of work per day.

SECTION 2. 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.

SECTION 3. Any Officer summoned to duty for the Borough of Brielle shall be paid a minimum of two (2) hours at his normal hourly rate.

SECTION 4. An Officer receiving a Subpeona or On Call Subpeona 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 Subpeona.

ARTICLE XIV

UNIFORM ALLOWANCE

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 \$400.00 for all other officers covered by this Agreement. The allotment will be available within one month after passage of final budget. Vouchers will be submitted to the Department and there will be no restrictions as to the precise source of uniforms. The uniforms must comply with standard established by the Borough.

Effective upon signing of this Contract, there shall be a uniform maintenance allowance of two hundred (200) dollars for 1980, which maintenance allowance will be payable semi-annually, \$100.00 within 6 months & \$100 in 2nd half. The uniform maintenance allowance for 1980 shall only be payable to employees in the employ of Borough of Brielle on or after the date this Contract is signed. The uniform maintenance allowance shall be pro-rated in each year of the Contract if an employee serves less than the full calendar year with the Borough of Brielle.

SCHEDULE "A"

Clothing List For Probationary Officers:

- a). 1 Hat;
- b). 1 raincoat and hat cover;
- c). 1 Winter coat;
- d). 3 long sleeve shirts;
- e). 3 year round trousers;
- f). 3 short sleeve shirts;
- g). 1 pair of 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 of rubber boots;
- t). Prescribed kaki wear;
- u). Ammunition needed for academy training as required;

ARTICLE XV

SICK LEAVE

SECTION 1. 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 or attendance of such employee.

SECTION 2. Employees covered by this Agreement shall be entitled to 12 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.

SECTION 3. 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 bank, if any, and his current pro-rata sick leave benefit.

SECTION 4. 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 cause for disciplinary action.

Absences without notice for five (5) consecutive days shall constitute a resignation.

SECTION 5. 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 to substantiate the illness and to verify fitness for return to duty. The Director, may, as a condition 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.

SECTION 6. Upon separation from service by reason of retirement or resignation the employee shall receive 100 % payment for all accumulated and unused sick leave at the rate of his last salary guide rank achieved.

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 20 cents per mile.

ARTICLE XVII

SCHOOLING

SECTION 1. Police personnel are encouraged to take college level course, particularly those related to Police Science. Accordingly, upon advance approval by the Head of The Department or the Police Committee of the Borough Council, and upon satisfactory completion of each such course, the Borough shall reimburse the officer for costs of tuition and books for course 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.

SECTION 2. 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 on addition to his regular salary the sum of \$5.00 per credit year up to which shall include all credits accumulated until the award of a Bachelor of Science Degree from an accredited college. Upon proof of the receipt of a Bachelor of Science Degree from an accredited college, beginning at the next pay period the officer shall receive the sum of \$1,000 per year in addition to his regular pay.

SECTION 3. Upon proof of satisfactory completion of the Course work and the receipt of a certificate of an Associate of Science from an accredited college, beginning at the next pay period, the officer shall receive the sum of \$500.00 per year in addition to his regular pay. It is understood that if a person holding an Associate Degree shall later earn a Bachelors Degree only the sum of \$1,000 shall be added to his pay for the Bachelor's Degree and the \$500.00 already earned for the Associates Degree shall be presumed to have merged into the thousand dollars for the Bachelors Degree.

SECTION 4. The above sums shall be payable in one amount on a date not to exceed two (2) months from the submission of Certification to 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 \$500 added to regular pay for the Associates Degree and the thousand dollar added for the Bachelor's Degree shall not go into effect until after employment by the Borough of Brielle for three complete years.

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 chauffeuring individuals to airports, etc.

ARTICLE XX

RIOT DUTY

If Officers are engaged in riot duty they shall be paid at a double time rate.

ARTICLE XXI

MAINTENANCE OF STANDARDS

All established conditions of employment relating to wages, hours of work and general working conditions now 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 XXII

EXCHANGES

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

ARTICLE XXIII

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 Director can take into consideration travel time and grant a five (5) day leave.

ARTICLE XXIV

DISCIPLINARY ACTION

The Employer agrees to institute disciplinary charges within seven (7) days after the occurrence of the facts giving rise to the disciplinary action are known or should have been known.

ARTICLE XXV

PERSONAL DAYS

An officer shall receive one personal day for each year longevity to a maximum of five. The Personal Days will be granted subject to the Head of the Department.

EXAMPLE:

First year - 1 personal day

Second Year - 2 personal days

Third Year - 3 personal days

Fourth Year - 4 personal days

Fifth year - 5 personal days

Sixth year - 5 personal days

ARTICLE XXVI

DURATION

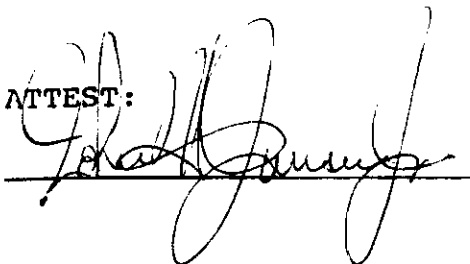
This Agreement shall be in effect from January 1, 1980 through December 31, 1981 . This Agreement will encompass all of the aforesaid provisions for the above stated period of time with the exception of the Salary Guide which is open for change and negotiation in the year 1981. The provisions of this 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, 1981 of its 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.

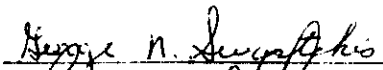
IN WITNESS WHEREOF, the parties have herunto caused same to be executed by its representative officers or agents on this 11TH day of FEBRUARY, 1980.


ATTEST:

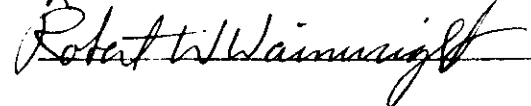
BOROUGH OF BRIELLE

ATTEST:









Brielle Police Department

Negotiating Committee

