

**Contract Agreement
Between
PBA Local #395
&
Borough of Brielle**

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PREAMBLE

THIS AGREEMENT, made this 1st day of January 2023, between the Borough of Brielle, Monmouth county, New Jersey (hereinafter referred to as the “Borough” or “Employer”) and Brielle the Police Benevolent Association Local #395 represents the complete and final understanding on all negotiable issues between the “Employer” and the “PBA.”

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 under this Agreement
8. Purchase the services of others by contract or otherwise; and
9. Make reasonable and binding rules and regulations together with modifications 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 the PBA, 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.

ARTICLE V

GRIEVANCE PROCEDURE

A. A grievance is defined as any disagreement between the Borough and the PBA 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 Here in above defined exclusively through the following procedures:

STEP 1 – The PBA through its designated representative shall present and discuss the grievance or grievances orally with the Department Head or his duly designated representative within (15) fifteen 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 (4) four 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 (5) five 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 fourth in STEP 2, the Association may present the grievance in writing to the Police Committee within (3) three 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 or from the date of the meeting, whichever is later.

STEP 4 - If the grievance is not resolved at STEP 3, the PBA may present the grievance in writing to the Mayor and Council within (3) three 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 (15) fifteen days from the date of presentation of the grievance or from the date of any meeting, whichever is later.

A. 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 (10) ten days following the expiration of the time limits set forth in STEP 4 of the grievance procedure.

c. The arbitrator's decision shall be in writing and shall be issued no later than (30) thirty 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 issues submitted.

d. The arbitrator shall be bound by the provisions 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 the Agreement or any amendment or supplement thereto.

e. Only (1) one 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 the 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 employee represented by the PBA because of membership activity in the PBA.
- B. The PBA agrees to continue its policy of no discrimination because of non-membership in the PBA.
- 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 PBA agree to follow prescribed training procedures. No one is to be a Probationary Patrolman for more than (12) twelve uninterrupted months or (18) eighteen 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, 2009 will be placed on the seniority list retroactive to the first day of work, and shall receive a retroactive adjustment in salary to Patrolman 8th Class rate effective upon their (12) twelve months anniversary of employment with the Borough of Brielle. Time spent as a special officer shall not be considered part of the probationary period.

ARTICLE VIII

HOLIDAYS

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

| | |
|----------------------------------------------|------------------------------------------|
| New Years (Eve 3 shift) & all Day New Years | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Thanksgiving Day | (1) Floating Holiday of Officer's Choice |
| Good Friday | Friday Following Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | Patriots Day (Sept. 11th)- Pending |

B. Both parties recognize that due to departmental business, police officers may not enjoy time off for the aforesaid holidays by reason of work on those days. Accordingly, police officers covered by this Agreement shall be compensated at the rate of (8) eight hours of straight time pay for each of the (13/14) thirteen/fourteen holidays with payment of holiday compensation to be made pensionable and shall be added to the base salary and paid bi-weekly. However, the Holiday compensation shall be capped at \$6,000.00. Members not currently at this level shall continue to earn towards this figure, but shall not surpass it. In addition, the Holiday compensation shall be deducted from the base paid at the time the next salary increase is calculated.

C. If a police officer covered by this Agreement is required to work on the following Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day, 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 ½) 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 ½) the straight time hourly rate for the time worked in excess of eight (8) hours of such holiday.

All other holidays listed in Section A of Article VIII will be paid at straight time and will earn four (4) hours compensatory time. Compensatory time may be used according to present Police Department Rules.

D. For the purpose 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.

E. There shall be granted one (1) additional Holiday which may be taken at the discretion of the member of the bargaining unit by notice to his superior officer. This holiday shall not be

unreasonably denied by management and shall be a non-paid holiday.

ARTICLE IX

VACATIONS

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

Vacations may be taken any time during the year, subject to the needs of the Department. Vacation days may be carried over from year to year but accumulation of days shall not exceed sixty (60) days.

A. Request for choice of vacation shall be determined by priority as to the filing for said vacation, and if two (2) employees file at the same time for the same vacation period, then seniority shall control insofar as same is possible and practical.

B. Vacation time shall be earned as follows:

1. During the first year of service or part thereof, one (1) working day for every two (2) complete months of service with the Borough of Brielle to a maximum of five (5) working days.
2. Second year of service with the Borough of Brielle ten (10) working days
3. Beginning of third year to the end of the fifth year of service with the Borough of Brielle, twelve (12) working days.
4. Beginning of sixth year to the end of the tenth year of service with the Borough of Brielle, fifteen (15) working days.
5. Beginning of eleventh year to the end of fifteenth year of service with the Borough of Brielle, twenty (20) working days.
6. Beginning of the sixteenth year and all years thereafter of service with the Borough of Brielle, twenty-five (25) working vacation days.

C. 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 the purposes of prorating vacation of any hired employee 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 8th 2010 shall have the following vacation entitlement:

- 1- Between July 1 and December 31st, 2010 : 2 ½ working days
- 2- During calendar year 2011: 2 ½ working days plus 10 working days for a total of 12 ½ days

3- During calendar year 2012: 10 working days

4- If said employee leaves the employ of the Borough on December 1, 2011, having taken a total of 15 vacation days, he shall reimburse the Borough for (5) five days since he has only worked one and one-half (1 ½) years and is thereby only entitled to five (5) days for the first year of employment and one-half of his (10) ten days entitlement for the second year or an additional five (5) days.

ARTICLE X

See Attached Schedules

The Salary Increases shall be as follows:

2023 – 2.75%

2024 – 2.75%

2025 – 2.75%

2026 – 2.75%

DETECTIVE(s):

A police officer who is assigned to the Detective Bureau (not including supervisory personnel) shall receive 12 hours of compensation time per month for their 26 weeks of being on-call (144 hours).

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.

A. **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 a Sixth Class patrolman with the Borough of Brielle. **Sixth Class patrolman** is defined as a regular patrolman with one year of service as **Patrolman Seventh Class** with the Borough of Brielle. **Patrolman Seventh Class** is defined as a regular patrolman with one year of service as a **Eighth Class patrolman** with the Borough of Brielle. **Patrolman Eighth Class** is defined as a regular **Patrolman** with one year of service as a **Probationary Patrolman** with the Borough of Brielle who has successfully completed said probationary period.

B. In the event that a patrolman or detective is made the Officer in Charge (OIC) for a minimum of six (6) hours during a shift, he/she will be compensated an extra \$20.00.

C. In the event that a patrolman or detective is made the Officer in Charge (OIC) for an entire 12 hour shift, he/she will be compensated \$45.00 in 2020, \$50.00 starting in 2021, 2022 and thereafter. The maximum an officer can receive in one 12 hour shift is \$50.00.

D. This money is to be paid semi-annually on June 30th and December 31st or the nearest pay

day.

D. At no time shall a Probationary patrolmen be entitled to OIC compensation

ARTICLE XI

INSURANCE BENEFITS

A. Medical Insurance Coverage shall be provided for each employee and his dependents by the Borough at no cost to the employee. The Medical Coverage shall be equal to the Blue Cross – Blue Shield (1420 Series) Rider J and Prudential Major Medical Insurance which is in effect at the time of the Agreement signed on March 3rd 1992. There shall be no increase or diminution of this standard except by further amendment to contract document.

B. Employees covered by this agreement enrolled in the PPO Plan shall have a co-pay of \$15.00 for doctor visits and prescriptions. The PBA agrees that the members shall pay a health care contribution in accordance as followed:

THE PREMIUM COST WILL BE FROZEN AT 2023 RATES FOR FAMILY, SINGLE, HUSBAND/WIFE AND PARENT/CHILD PLANS. OFFICERS WILL PAY THE FOLLOWING PERCENT OF THE PREMIUM FOR FAMILY, SINGLE AND PARENT/ CHILD PLANS. THESE PERCENTS WILL BE FROZEN FOR THE DURATION OF THIS CONTRACT AND THE TOWN WILL PAY ANY DIFFERENCE. OFFICERS AMOUNT WILL BE THE SAME FOR DURATION OF THE CONTRACT.

(See attached 2023 Health Care Rates and Payment Chart)

Employees may "opt out" of health coverage plan. In so doing it shall not exceed 25% or \$5000.00, whichever is less. This amount shall be based on the annual cost to the Borough as calculated by the Central Jersey Health Insurance Fund rates. Employee who "opt-out" shall be entitled to "opt back in" in the event of a change in circumstances. Such payments shall be made quarterly by separate check.

C. 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, one in every calendar year. The physician shall submit his report to the Borough and the officer.

D. Officers shall execute and deliver to the Borough a subrogation agreement relating to worker'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.

E. The Borough of Brielle shall provide 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.

F. Supplemental Benefits Plan

- 1- The Borough shall provide a supplemental plan and maintain it with substantially the same features as presently in place. The Borough may change carriers but shall not reduce the benefits to the members of the bargaining unit.

ARTICLE XIII

HOURS OF WORK AND OVERTIME COMPENSATION

A. The parties understand and agree that the standard weekly 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) or ten (10) hours of work per day depending upon the current scheduled tour of duty assignment as determined by the Chief of Police.

B. Salary compensation shall be paid on a bi-weekly basis (26 pays per annum) in each and

every calendar year.

- C. In the event of a clerical error and an underpayment has occurred, the error shall immediately rectified and a separate check reflecting the corrections shall be issued.

- D. 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 ½) rate. 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. Officers who have attained the rank of Lieutenant or Captain shall not be entitled to overtime for actions taken while off duty (i.e. phone calls, notifications, guidance, scheduling issues, off-duty overtime issues).

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

- F. An officer receiving a subpoena or on call subpoena to any court, including Brielle Municipal Court, shall receive a minimum two (2) 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.

- G. In lieu of time & one half (1 1/2) monetary rate the employee may choose to accumulate compensatory time which is to be used at the employee's discretion and shall only be used with the approval of the head of the department or his designee. This comp time shall also be calculated at the one and one half (1 1/2) rate and accumulation shall not exceed the legal limit by current law.

- H. Outside Overtime ie. road work, Monmouth County DWI or any other non-departmental generated overtime shall be issued in a separate check and is payable in the next scheduled pay period after the services have been rendered by the Officer.

- I. Outside Overtime Compensation will be calculated at a rate mutually agreed upon by the bargaining unit and the Borough. At no time shall an outside entity determine the rate of payment.
- J. The current Outside Overtime rate is one-hundred dollars (\$100.00) an hour. Eighty-five dollars (\$85.00) per hour of that money shall go to the Officer's salary, with the remaining fifteen dollars (\$15.00) per hour going to the Borough for administrative fees and the use of a marked patrol vehicle. Emergency jobs, jobs that occur on holidays and/or weekends or after hours (2000-0600), the rate increases to one hundred twenty-five (\$125.00) per hour. One hundred ten dollars (\$110.00) per hour of that money shall go to the Officer's salary, with the remaining fifteen dollars (\$15.00) per hour going to the Borough for administrative fees and the use of a marked patrol vehicle.

This rate will encompass all members covered by this contract agreement and rank or time of service shall not be a factor.

le: A first year Patrolman shall be paid the same rate as a twenty-five year Lieutenant.

- K. A police officer who is acting in the capacity of Field Training Officer shall receive two hours of compensation time per shift while engaged with the trainee.

ARTICLE XIV

UNIFORM

Equipment to be purchased at **Action Uniform** – Matawan, NJ or as directed by the Chief of Police:

Schedule A

- 3 - Class "A" Winter (Long-Sleeved) Shirts
- 1 - Clip-on tie (Navy)
- 1 - "Brielle Police" Tie bar (silver)
- 3 - Class "A" Summer (short-Sleeved) Shirts

- 3 - Class "A" Pairs of Uniform Trousers with Gold Stripe
- 1 - Class "A" hat
- 1 - Class "A" with "Patrolman" hat badge (silver)
- 1 - Class "B" Uniform **(1-S/S, 1-L/S, 1-Non-bloused pair of pants)**
- 1 - Class "B" Baseball style hat
- 1 - Approved Winter Jacket
- 1 - Winter Wool Beanie Hat
- 1 - Approved Traffic Safety Vest
- 1 - Raincoat **(Full length with Safety "green" reversible interior)**
- 1 - Rain Hat Cover for Class "A" hat
- 1 - Pair of black leather boots or black leather chukka uniform shoes
- 1 - Tactical Vest Carrier Issued As per current design
- 1 - Leather duty belt:
 - 1 - Leather Holster
 - 1 - Leather OC Pouch
 - 1 - Leather Double Magazine Pouch
 - 1 - Leather Single Handcuff Pouch
- 1 - Nylon duty belt:
 - 1 - Class "B" Duty Holster
- 1 - Department issued / authorized Duty Weapon (Agency)
- 1 - Pair of handcuffs (silver)
- 1 - Patrolman Breast Badge (silver)
- 1 - Set of "BP" collar bar insignias (silver)
- 1 - Name plate (silver)
- 1 - Plastic Whistle (black)
- 1 - Whistle lanyard (black – leather)
- 1 - Monadnock expandable baton and holder

- 1 - Brielle Police Embroidered Patrol Bag
- 1 - Portable Radio (with Charger/Plastic Holder/Leather Holder/Microphone – if applicable)
- 1 - Brielle Police Officer Identification Card
- 2 - Door Access Key Fobs

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 (15) fifteen 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 do so notify may be cause for disciplinary action.**
- E. Any employee who is absent on sick leave for more than (3) three 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 the 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 hired after May 22, 1984, except those hired after January 1, 1988, shall be entitled to a maximum of (100) one hundred days.
 2. All employees hired after January 1, 1988, shall be entitled to a maximum of (100) one hundred days. They shall be obligated 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 the purposes of payment of accumulated sick time at the time of retirement. However, for the purposes of the buy-back 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. 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 (25) twenty five days in January and (25) days in July, for a maximum of (50) days. These days shall be purchased based on the individual's position on the current salary guide for the year in which payment is made (sick leave rank being the officer's rank, e.g. Patrolman First Class at the time of 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 100 sick days by Contract. He sells the borough 25 days in 2006. His cap is then 75. While sick days can be accrued for the 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.

H. Sick Time "Gift" given to another member.

In the event of a catastrophic illness or injury, the affected member who runs out of ALL accumulated time off ie: sick time, vacation days, personal days and accumulated comp-time, will be permitted to use sick time which is transferred/donated to them by other members of the bargaining unit. The membership will be under no obligation to donate time and any donation will be voluntary. This transferred time shall be a "Gift" and will not be expected to be "Paid Back" to the donor member and donated time will be permanently deducted from the donor member's sick time book. Any unused "Gift" days not used by the recipient after their return to service shall be discarded from the books and shall not be accumulated by recipient. Transfer of time will only be permitted with the authorization of the Chief of Police and shall not be unreasonably denied. The details and administration of this time transfer shall be the responsibly of the bargaining unit and Police of Chief or his designee. The Borough shall be held harmless in connection with the implementation and administration of this transfer, but shall be provided a copy of same when it is implemented. The Brielle PBA 395 shall indemnify, defend and serve the Borough harmless against any and all claims.

I. Sick Time Sell Back/ Health Benefit Premium Reduction.

The Borough will extend an option to all members of the bargaining unit to sell back to the Borough a maximum of five (5) sick days. The proceeds from said sale to be applied directly to the annual cost of the health benefit.

L. Both parties recognize that, in accordance with current state statute there shall be no compensation for unused sick time for officers hired after May 2010 beyond the amount established by state statute (currently \$15,000.00).

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. 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) dollars per credit per year, which shall include all credits accumulated until the award of an Associate's Degree from an accredited college. Upon proof of the receipt of an Associate's 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. This benefit is available to officers hired prior to 01/01/2023.
- B. 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. This benefit is available to officers hired prior to 01/01/2023.

- C. 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. This benefit is available to officers hired prior to 01/01/2023.

- D. 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 with 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 the regular pay for the Bachelor's Degree, and the \$2,000.00 added to the 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 (3) three complete years. This benefit is available to officers employed prior to 01/01/2023.

- E. It is understood that any monies awarded for a previous degree shall have merged into the next higher level degree (i.e. Maximum Educational Award shall be \$2,000.00)

- F. A yearly award of (\$500.00) Five Hundred Dollars will be added to the salary of all Officers who successfully complete an accredited Emergency Medical Technician (EMT) course.

- G. A yearly award of (\$500.00) Five Hundred Dollars will be added to the salary of all officers who have received military training while serving in the Armed Forces of the United States of America.

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 (20) twenty 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.

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

ARTICLE XX

MAINTENANCE OF STANDARDS

All established conditions of employment related 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 whenever specific conditions for improvement are made in this Agreement.

ARTICLE XXI

EXCHANGES

Police personnel have the right to request exchanges of shift, time off, etc. among themselves, with

the approval of the Head of the 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, grandparent) 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 (3) three-day leave with pay to the employee, such leave being the day of funeral and the two days immediately preceding. However, the Chief can take into consideration travel time and grant a (5) five-day leave.

ARTICLE XXIII

DISCIPLINARY ACTION

The employer agrees to institute disciplinary charges within (45) fifteen 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 (5) five days.

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 (until retirement) – 5 personal days

The compensation for a personal day shall be adjusted to recognize the change from an eight (8) to a twelve (12) hour shift. The compensation for a personal day shall be eight (8) hours. All employees working a twelve (12) hour schedule shall receive an increase of four (4) hours for each of the last five years of employment. The aggregate shall not exceed sixty (60) hours.

- B. Personal days shall be used in the calendar year in which they are earned and can not be carried into the next year
- C. Officers requesting a personal day shall make such request not less than (5) five days prior to the personal day being sought except in the case of emergency. In such emergency situation, the Chief shall not unreasonably deny the request for a personal day.

ARTICLE XXV

PAST PRACTICES

That, except as this Agreement shall specifically otherwise provide, all conditions of employment established by rules, regulations, policies and practices of the Borough of Brielle shall continue in effect as though set forth at length herein, and nothing provided herein shall be interpreted or construed so as to eliminate, reduce, or otherwise detract from any benefits to either party existing prior to the effective date of the agreement, other than that changed by this Agreement.

ARTICLE XXVI

DURATION

This agreement shall be in effect from January 1, 2023 through December 31, 2026.

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 not less than 60 days prior to

December 31, 2022 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 thereafter until one party gives notice to the other as herein above required.

SIGNATURE PAGE

IN WITNESS WHEREOF, The parties have hereunto caused same to be executed by its representative officers or agents on this day of _____, in the year _____.

**ATTEST:
Borough Administrator**

Borough of Brielle Mayor

Thomas F. Nolan

Thomas B. Nicol

Brielle Police Commissioner

PBA Local 395 President

Frank Garruzzo

Brandon Cusack

ARTICLE X

Salary Steps

Appendix "A" – Hired BEFORE 01/01/2023

| | 2023 | 2024 | 2025 | 2026 |
|-----------------------------|--------------|--------------|--------------|--------------|
| Captain – 20 + | \$183,683 | \$188,679 | \$193,812 | \$199,086 |
| Captain – | \$181,683 | \$186,679 | \$191,812 | \$197,086 |
| 12K Between Lt-Capt | | | | |
| Lieutenant – 20 + | \$171,683 | \$176,349 | \$181,143 | \$186,069 |
| Lieutenant – | \$169,683 | \$174,349 | \$179,143 | \$184,069 |
| 11K Between Sgt-Lt | | | | |
| Sergeant – 20 + | \$160,683 | \$164,991 | \$169,418 | \$173,967 |
| Sergeant – 15 + | \$158,683 | \$162,991 | \$167,418 | \$171,967 |
| Sergeant – | \$156,683 | \$160,991 | \$165,418 | \$169,967 |
| 10 K Between Ptl-Sgt | | | | |
| | 2.75% | 2.75% | 2.75% | 2.75% |
| Patrolman – 20+ | \$150,683 | \$154,716 | \$158,860 | \$163,118 |
| Patrolman – 15+ | \$148,683 | \$152,716 | \$156,860 | \$161,118 |
| Patrolman – 10+ | \$146,683 | \$150,716 | \$154,860 | \$159,118 |
| Patrolman – Year 8 | \$123,000 | \$123,000 | \$123,000 | \$123,000 |
| Patrolman – Year 7 | \$98,000 | \$98,000 | \$98,000 | \$98,000 |
| Patrolman – Year 6 | \$88,000 | \$88,000 | \$88,000 | \$88,000 |
| Patrolman – Year 5 | \$78,000 | \$78,000 | \$78,000 | \$78,000 |
| Patrolman – Year 4 | \$68,000 | \$68,000 | \$68,000 | \$68,000 |
| Patrolman – Year 3 | \$58,000 | \$58,000 | \$58,000 | \$58,000 |
| Patrolman – Year 2 | \$53,000 | \$53,000 | \$53,000 | \$53,000 |
| Patrolman – Year 1 | \$48,000 | \$48,000 | \$48,000 | \$48,000 |
| Patrolman - Probationary | \$38,000 | \$38,000 | \$38,000 | \$38,000 |

Appendix "B" – Hired AFTER 01/01/2023

| | 2023 | 2024 | 2025 | 2026 |
|-----------------------------|-----------|-----------|-----------|-----------|
| Captain – 20 + | \$183,683 | \$188,679 | \$193,812 | \$199,086 |
| Captain – | \$181,683 | \$186,679 | \$191,812 | \$197,086 |
| 12K Between Lt-Capt | | | | |
| Lieutenant – 20 + | \$171,683 | \$176,349 | \$181,143 | \$186,069 |
| Lieutenant – | \$169,683 | \$174,349 | \$179,143 | \$184,069 |
| 11K Between Sgt-Lt | | | | |
| Sergeant – 20 + | \$160,683 | \$164,991 | \$169,418 | \$173,967 |
| Sergeant – 15 + | \$158,683 | \$162,991 | \$167,418 | \$171,967 |
| Sergeant – | \$156,683 | \$160,991 | \$165,418 | \$169,967 |
| 10 K Between Ptl-Sgt | | | | |
| Patrolman – 20 + | \$150,683 | \$150,683 | \$150,683 | \$150,683 |
| Patrolman – 15 + | \$148,683 | \$148,683 | \$148,683 | \$148,683 |
| Patrolman Year 14 | \$143,000 | \$143,000 | \$143,000 | \$143,000 |
| Patrolman Year 13 | \$133,000 | \$133,000 | \$133,000 | \$133,000 |
| Patrolman Year 12 | \$123,000 | \$123,000 | \$123,000 | \$123,000 |
| Patrolman Year 11 | \$113,000 | \$113,000 | \$113,000 | \$113,000 |
| Patrolman Year 10 | \$103,000 | \$103,000 | \$103,000 | \$103,000 |
| Patrolman Year 9 | \$98,000 | \$98,000 | \$98,000 | \$98,000 |
| Patrolman Year 8 | \$93,000 | \$93,000 | \$93,000 | \$93,000 |
| Patrolman Year 7 | \$83,000 | \$83,000 | \$83,000 | \$83,000 |
| Patrolman Year 6 | \$73,000 | \$73,000 | \$73,000 | \$73,000 |
| Patrolman Year 5 | \$68,000 | \$68,000 | \$68,000 | \$68,000 |
| Patrolman Year 4 | \$63,000 | \$63,000 | \$63,000 | \$63,000 |
| Patrolman Year 3 | \$58,000 | \$58,000 | \$58,000 | \$58,000 |
| Patrolman Year 2 | \$53,000 | \$53,000 | \$53,000 | \$53,000 |
| Patrolman Year 1 (Prob) | \$48,000 | \$48,000 | \$48,000 | \$48,000 |

ARTICLE XI

INSURANCE BENEFITS

Health Care Rates 2023-2026

Family \$43,212

Single \$16,980

P/C \$25,008

H/W \$36,696

Contribution Percentages

25% = \$100,000 and above

20% = \$99,999 - \$60,000

10% = \$59,000 - \$38,000