

*Contract no. 568*

AGREEMENT

Between

THE BOROUGH OF KENILWORTH

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION,  
KENILWORTH LOCAL NUMBER 135

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EFFECTIVE: January 1, 1991 through December 31, 1992

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## AGREEMENT

THIS AGREEMENT, made this            day of            , 1991,  
between the Borough of Kenilworth, hereinafter referred to as the  
"Borough",            and            New            Jersey State Policemen's Benevolent  
Association, Kenilworth Local Number 135, hereinafter referred to  
as the "PBA".

### WITNESSETH:

WHEREAS, the parties have carried on collective negotiations  
for the purpose of developing a contract covering wages, hours of  
work and other conditions of employment so that more efficient,  
productive and progressive public service may be rendered;

NOW, THEREFORE, in consideration of the promises and mutual  
agreements herein contained, the parties hereto agree with each  
other in respect to the employees of the Employer recognized as  
being represented by the PBA as follows:

## ARTICLE 1

### RECOGNITION

The Borough hereby recognizes the aforementioned PBA as the  
exclusive representative for all its Patrolmen in its Police  
Department in Kenilworth, New Jersey, but excluding , Sergeants,  
Lieutenants, Captains, Chief of Police and all other Borough  
employees.

## ARTICLE 2

### MANAGEMENT RIGHTS

Section 1. The PBA recognizes and agrees that the  
management of the Police Department, the control of its  
properties and the maintenance of order and efficiency are solely  
responsibilities of the Borough. All of the rights, power and  
authority possessed by the Borough prior to the signing of the  
Agreement are retained exclusively by the Borough without  
limitation except as may be specifically provided for in writing  
in this Agreement. Such management rights include, but are not  
limited to the right to select and direct the work force; to  
hire, suspend or discharge as provided for by N.J.S.A. 40A:14-147  
and any amendment thereto; to assign, promote, demote, layoff or  
transfer in accordance with applicable law; to determine the  
amount of overtime to be worked; to decide on the number and  
location of facilities; to determine the work to be performed,

amount of supervision necessary, equipment and methods to perform the work of the Department, together with the selection procurement, designment, engineering and the control of equipment and materials; and to purchase services of others by contract or otherwise; to make reasonable rules and regulations not inconsistent with the terms of this Agreement and subject to the statutory requirement to negotiate new rules or modification of existing rules before implementation thereof, and to otherwise determine the methods, means and personnel by which its operations are to be conducted.

Section 2. Management rights shall also include but shall not be limited to the following specific rights:

(a) The Chief of Police shall have the sole responsibility to make duty assignments within the Police Department; after serving six (6) months in a duty assignment, a Patrolman shall have the privilege of meeting informally with the Police Committee (and any other member of the Governing Body wishing to attend), in the presence of the Chief of Police to discuss his assignment.

(b) Promotions are to be made only after competitive examinations, provided however, this requirement will not be effective until the Borough and the PBA have through Committees agreed as to the procedure and mechanics of such examinations and the weight to be given thereto. A copy of the testing procedure proposed by the Borough will go into effect on November 1, 1991 unless a different procedure is proposed by the PBA. Such a proposal must be mutually agreed upon by all Parties before it may go into effect. A copy of the testing procedure proposed by the Borough is attached and incorporated into this Agreement.

(c) The Chief of Police may require a general inspection of personnel at the start of each duty shift to be conducted by the officer in charge of the shift or such other officer as shall be designated by the Chief of Police.

(d) Patrolmen shall not exchange days off where the exchange will cause additional expense to the Borough.

(e) Off-duty Patrolmen absent from their homes for more than forty-eight (48) hours shall notify Police Headquarters as to their whereabouts.

### ARTICLE 3

#### GRIEVANCE PROCEDURE

Section 1. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the

interpretation or application of express provisions of this Agreement, the following procedures shall be followed:

STEP 1 - (a) An Officer with a grievance shall first discuss the matter verbally with his supervisor within seven (7) calendar days of the occasion giving rise to the grievance with a view to resolving the grievance informally.

(b) In the event the Officer is unable to resolve the matter pursuant to Step 1(a), the Officer or the PBA shall present a written grievance to the Officer's immediate supervisor within three (3) calendar days after verbal presentation provided for in Step 1(a).

STEP 2 - If the grievance is not resolved at Step 1, the aggrieved party may file the written grievance with the Chief of Police or, in his absence, a representative designated by the Chief of Police, within five (5) calendar days after decision on that grievance at Step 1(b), or within ten (10) calendar days after presentation of the grievance at Step 1(b) if no decision has been rendered. A meeting on the written grievance shall be held within five (5) calendar days of the filing of the written grievance, between the aggrieved party and the Chief of Police or his designated representative. A decision thereon shall be rendered in writing by the Chief of Police within five (5) calendar days after the holding of such a meeting.

STEP 3 - If the grievance is not satisfactorily resolved at Step 2, the matter may be referred by the aggrieved party or the PBA to the Police Committee within five (5) calendar days after the decision at Step 2, or within ten (10) calendar days after the meeting provided for in Step 2 if no decision has been rendered. A meeting on the grievance shall be held between the PBA and/or the aggrieved party and the Police Committee within fifteen (15) calendar days of the day of referral, at which meeting the parties may be represented. This meeting shall not be held publicly unless the parties so agree in writing. The Police Committee shall render a final written decision within fifteen (15) calendar days after the date of the meeting.

STEP 4 - If the grievance is not satisfactorily resolved at Step 3, the matter may be referred by the PBA to the Mayor and Council within fifteen (15) calendar days after the decision in Step 3 or fifteen (15) calendar days after the meeting provided for in Step 3 if no decision has been rendered. A meeting on the grievance shall be held within fifteen (15) calendar days of the date of referral by the PBA to the Mayor and Council at which

meeting, the aggrieved party may be in attendance, and the parties may be represented. This meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Council shall render a final written decision within fifteen (15) calendar days of the date of the meeting.

STEP 5 - If the grievance is not satisfactorily resolved at Step 4, the PBA may refer the matter to arbitration pursuant to the provisions hereinafter set forth. It is understood and agreed, however, that if the PBA refers a matter to arbitration, this shall constitute an election of remedies and waiver of rights to have the matter reviewed in any other forum, including the courts, since neither the PBA nor the aggrieved party shall be entitled to two hearings on the same matter. If the PBA refers the matter to court, this shall also constitute an election of remedies and waiver of right to have the matter referred to arbitration or reviewed in any other forum.

If the PBA elects to refer a matter to arbitration, it must file a written request with the Public Employment Relations Commission for such arbitration, with copy of the request to the Borough, within fifteen (15) calendar days from the date of decision by Mayor and Council under Step 4.

Section 2. The time limits specified in the Grievance Procedure are mandatory and shall be construed as maximum unless extended by mutual agreement in writing. If no appeal is taken from any disposition of grievance made by the Borough within the time limits specified in the Grievance Procedure, the grievance shall be considered settled and further action under grievance and arbitration provisions of this Agreement shall be forever barred. Any disposition of a grievance made by the Borough which is accepted by the Union shall be final, conclusive and binding upon the aggrieved employee, the Borough and the PBA. If a meeting is not held within the time limit as set forth in Steps 2, 3, or 4, the grievance shall be deemed denied.

Section 3. A grievance must be presented at Step 1(a) within seven (7) calendar days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Section 4. Except as otherwise provided herein, any employee may be represented at all stages of the grievance procedure by himself, or, at his option, by the PBA, and except during Step 1(a), when an employee is not represented by the PBA,

the PBA shall have the right to be present and state its views at all stages of the grievance procedure unless the employee objects to the presence of the PBA in which case the PBA may not be present at any stage of this procedure. However, in the event the PBA is not present after final determination at Step 3, if such final determination is made, the PBA will promptly receive a copy of the employee's written grievance and a copy of the final determination thereof.

Section 5. Each grievance shall be subject to a separate and individual arbitration.

Section 6. (Arbitration)

(a) The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.

(b) 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.

(c) The arbitrator's decision shall be binding on all parties.

(d) The costs for the services of the arbitrator shall be borne equally by the Borough and the PBA. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

(e) The arbitrator shall be bound by the provisions of this Agreement and 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.

ARTICLE 4

SALARIES

Section 1. Effective January 1, 1991 and continuing through to December 31, 1992, the salary schedule for Patrolmen shall be as set forth in Schedule A which is attached hereto and made a part hereof.

Section 2. Longevity pay and vacations shall be calculated on the basis of the date of employee's most recent appointment.

Section 3. Overtime pay shall be calculated and paid monthly, in the second pay period of the month following the month in which it was earned.

## ARTICLE 5

### RETENTION OF BENEFITS

Section 1. Except as otherwise provided, all benefits which employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Borough during the term of this Agreement. In order for a "benefit" to be enforceable hereunder it must be one which meets the following criteria: (a) the benefit asserted must be clearly defined; (b) the benefit must have been in existence for a reasonable period of time; (c) the benefit must have been consistently applied; and (d) the benefit must have been mutually accepted by both parties as the normal response for the circumstance involved.

Section 2. Proposed new rules or modifications of existing rules, whether written or unwritten which are mandatory subjects of negotiations shall be negotiated with the PBA prior to being made effective. If the parties fail to reach agreement on such proposed new or modified rule, the Borough may implement such new or modified rule, subject to the right of the PBA to grieve such new or modified rule to the extent that it adversely impacts on any term or condition expressly set forth in this Agreement.

Section 3. The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

## ARTICLE 6

### LEGAL AID

The Employer will provide legal aid to all personnel covered by this Agreement pursuant to the provisions of N.J.S.A. 40A:14-155 which requires the Employer to provide the necessary means of defense to any employee who is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties. The employee may select counsel of his own choosing and the Borough shall pay such counsel a reasonable fee for his services, except in cases where counsel is

provided under insurance coverage maintained by the Borough. The parties hereby define a reasonable fee to be a fee at an hourly rate not to exceed seventy-five (\$75.00) dollars per hour unless otherwise agreed to by both the PBA and Governing Body, for a reasonable amount of time that a reasonably competent attorney would require to handle the type of matter involved. If the hourly rate of the attorney selected by the employee exceeds \$75.00 per hour, or the number of hours spent on the matter exceeds a reasonable amount of time, such excess fee shall not be the responsibility of the Borough but instead shall be the responsibility of the employee. The provisions set forth herein which define reasonable attorney fees shall also be applicable if the Borough becomes responsible for "reimbursement" to the employee for reasonable expense of his defense in disciplinary or criminal proceedings instituted by the Borough as provided for in N.J.S.A. 40A:14-155.

#### ARTICLE 7

##### SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provision.

#### ARTICLE 8

##### HOURS OF WORK AND OVERTIME

Section 1. During the calendar years 1991 and 1992, employees shall be scheduled to work as in the past. It is understood that a "normal" work day shall consist of eight (8) consecutive hours of work with sixteen (16) hours off between each eight (8) hour work day. It is also understood that the normal work week shall consist of five (5) consecutive days of work. Thus, a normal work week shall equal forty (40) hours of work in a five (5) consecutive day period. This shall not be construed as a guarantee of any minimum number of hours or days of employment, nor as a limitation of the number of hours work which the Borough may require.

Section 2. All work in excess of eight (8) consecutive hours per day or in excess of forty (40) hours per week shall be



paid in wages at time and one-half (1-1/2) rates with the exception of court appearances which are discussed in Section 5 hereof.

Section 3. The policy concerning payment for duty overtime, that is overtime worked at the end of regular shift, shall be as follows:

- (a) 0 - 30 minutes - no pay
- (b) 31 - 60 minutes - one hour's pay
- (c) Thereafter - minute per minute

Overtime shall be paid monthly in the second pay period following the month the overtime was worked.

Section 4. In the event of recall to duty, except for court appearances as discussed in Section 5 hereof, an Officer shall be guaranteed a minimum of four (4) hours pay at time and one-half (1-1/2) rates. Nothing contained herein shall require the payment of any compensation to any employee covered under this Agreement for time spent in attending any proceeding pertaining to discipline or discharge of any officer covered hereunder, or with respect to any grievance or other administration of this Agreement or for any other matter not related to and arising out of performance of duties as a Police Officer for the Borough of Kenilworth, unless off-duty attendance of any such employee is required by virtue of subpoena issued by the Borough, in which event the employee shall be paid at time and one-half (1-1/2) rates for time actually spent at such proceeding.

Section 5. (a) Patrolmen required to appear before any grand jury or at a County, Superior or Supreme Court proceeding, except in a civil action, shall suffer no loss of compensation if such appearance is required during the employee's assigned duty hours, and shall be paid on a time and one-half (1-1/2) basis for all time spent or receive time off with pay on a time and one-half (1-1/2) basis up to a maximum of 40 hours at the discretion of the Chief of Police or his designee, if such appearance is required outside the employee's assigned duty hours. Those police officers who have earned compensation time in excess of 40 hours as of the date of this contract must begin to utilize the time in order to reduce the compensatory time to less than 40 hours.

(b) Attendance at the Kenilworth Municipal Court on off-duty time shall be compensated at the rate of either \$25.00 or time and one-half (1-1/2) for all time spent, whichever

is greater.

Section 6. The Chief or his designated representative may, at his discretion, call a maximum of two (2) departmental meetings per year, not to exceed two (2) hours, and all Patrolmen are required to attend such meetings without additional compensation, unless excused by the Chief or his designee. The Chief or his designated representative may, at his discretion, call two (2) additional departmental meetings in 1992. All Patrolmen who are required to attend such meetings will be compensated at time and one-half for the exact time of the duration of the meetings. The Chief or his designated representative shall furnish at least one week's written advance notification of the departmental meeting. Patrolmen on sick leave or vacation at the time of departmental a meeting shall be deemed to have a valid excuse for missing such departmental meeting.

Section 7. Employees working in line positions shall work what is commonly known as a 4 and 2 schedule, which shall result in a schedule of four consecutive days of work followed by two consecutive days off. Use of the 4 and 2 schedule shall not decrease the total number of hours worked below the current 40 hour week.

## ARTICLE 9

### TEMPORARY ASSIGNMENTS

If an Officer shall serve in the capacity of and perform the functions of a higher rank for a period of more than forty (40) consecutive hours, except in the event that the member shall be so working by reason of sick leave or vacation absence, the member shall be paid the rate of the higher rank.

## ARTICLE 10

### HOLIDAYS AND VACATIONS

#### Section 1. HOLIDAYS

(a) Patrolmen serving on the 4 and 2 schedule shall receive thirteen (13) days off in lieu of holidays in 1991 and 1992, and Patrolmen serving on the 5 day schedule shall receive fifteen (15) days off in lieu of holidays in 1991 and 1992, provided that at his option he may elect to work up to

eight (8) holidays and receive pay computed on a time and one half (1 1/2) basis in lieu of an equivalent number of the days off. Patrolmen who elect to take the day off as a holiday shall be paid at their regular straight time pay. Patrolmen shall be paid their regular straight time pay for the remaining designated holidays.

(b) During 1991 and 1992, the days off must be taken as follows: eight (8) days must be taken on or before September 30th, and the remaining seven (7) days shall be taken as follows: two (2) in the month of October, two (2) in the month of November, and three (3) in the month of December. The Chief of Police or his designated representative, may, in his discretion, waive the requirement of this restriction upon written request of a patrolman made prior to October 1st. The assignment of the following holidays to the Patrolmen is to be determined by the PBA and Chief by a lottery system: July 4th, Thanksgiving, Christmas and New Years Day. Said holidays shall begin at 15:00 hours on the eve of the holiday and terminate at 23:00 hours on the day of the holiday. Each patrolman may specify up to four (4) priority days off in lieu of holidays, hereinafter called "priority days," (which shall not be from the 15:00 hours of the eve of the holiday to the 23:00 hours of the actual holiday on July 4th, Thanksgiving, Christmas or New Year's day) by written request which shall be submitted not less than seven (7) days before the date specified. One priority day is allotted for use during each quarter of the calendar year. The Chief of Police shall grant the request unless the same shall result in more than one priority day per shift. Days off in lieu of holidays (other than priority days), once granted, shall not be rescinded by reason of priority days subsequently submitted, but only for other valid reasons. Nothing in this paragraph shall be deemed to limit management's right in regard to requests for days off in lieu of holidays, other than priority days.

(c) Holiday pay in lieu of time off will be computed by multiplying the Officer's overtime rate (time and one half) by eight (8) hours for each holiday. In the event the total number of sick days taken by a Patrolman exceeds 5 days, he is not entitled to exercise his option of receiving time and one-half holiday pay in lieu of time off.

(d) The holiday in lieu payment shall be paid in the first pay period in the month of December. Notice of request for pay shall be submitted to the Chief of Police by October 1st.

(e) Patrolman who are terminated from employment

eight (8) holidays and receive pay computed on a time and one half (1 1/2) basis in lieu of an equivalent number of the days off. Patrolmen who elect to take the day off as a holiday shall be paid at their regular straight time pay. Patrolmen shall be paid their regular straight time pay for the remaining designated holidays.

(b) During 1991 and 1992, the days off must be taken as follows: eight (8) days must be taken on or before September 30th, and the remaining seven (7) days shall be taken as follows: two (2) in the month of October, two (2) in the month of November, and three (3) in the month of December. The Chief of Police or his designated representative, may, in his discretion, waive the requirement of this restriction upon written request of a patrolman made prior to October 1st. The assignment of the following holidays to the Patrolmen is to be determined by the PBA and Chief by a lottery system: July 4th, Thanksgiving, Christmas and New Years Day. Said holidays shall begin at 15:00 hours on the eve of the holiday and terminate at 23:00 hours on the day of the holiday. Each patrolman may specify up to four (4) priority days off in lieu of holidays, hereinafter called "priority days," (which shall not be from the 15:00 hours of the eve of the holiday to the 23:00 hours of the actual holiday on July 4th, Thanksgiving, Christmas or New Year's day) by written request which shall be submitted not less than seven (7) days before the date specified. One priority day is allotted for use during each quarter of the calendar year. The Chief of Police shall grant the request unless the same shall result in more than one priority day per shift. Days off in lieu of holidays (other than priority days), once granted, shall not be rescinded by reason of priority days subsequently submitted, but only for other valid reasons. Nothing in this paragraph shall be deemed to limit management's right in regard to requests for days off in lieu of holidays, other than priority days.

(c) Holiday pay in lieu of time off will be computed by multiplying the Officer's overtime rate (time and one half) by eight (8) hours for each holiday. In the event the total number of sick days taken by a Patrolman exceeds 5 days, he is not entitled to exercise his option of receiving time and one-half holiday pay in lieu of time off.

(d) The holiday in lieu payment shall be paid in the first pay period in the month of December. Notice of request for pay shall be submitted to the Chief of Police by October 1st.

(e) Patrolman who are terminated from employment

with the Borough for any reason shall receive pro rata holiday pay using the ratio of 1/12th for each complete month of service during the calendar year up to day of termination, times holiday pay entitlement. Patrolmen shall be required to reimburse the Borough for any holiday pay received in excess of their pro rata holiday pay due, such reimbursement to be deducted from the Patrolman's last pay check.

Section 2. VACATIONS

(a) Not more than four (4) Police Officers (Patrolmen and Superior Officers) shall be on vacation at the same time during a pre-determined ten (10) week summer period; not more than three (3) Police Officers (Patrolmen and Superior Officers) shall be on vacation at the same time during the remainder of the year; provided, however, that nothing herein shall require the granting of vacation to the third officer if the same will result in compensable overtime. The waiver letter dated September 24, 1976, relating to overtime arising from vacation scheduling during the ten (10) week summer period given by the PBA to the Chief of Police shall remain in effect during the period of this Contract.

It is agreed that officers signing for vacation do so by seniority as in the past but will be granted the additional third week off outside the 10 week period by the priority in which the officer signed for that week, not by his departmental seniority.

The officer in charge of scheduling shall make note on the vacation schedule by signifying 1st, 2nd and 3rd week priority in signing.

(b) Each Patrolman who shall have served for a period of time as hereinafter set forth, shall be allowed the vacation period with pay set forth beside the length of service with length of service determined on the anniversary date of most the recent date of appointment:

- (1) From first anniversary date to seventh anniversary date.....Two (2) weeks
- (2) From seventh anniversary date to fifteenth anniversary date.....Three (3) weeks
- (3) From fifteenth anniversary date to twentieth anniversary date.....Four (4) weeks

(4) From twentieth anniversary date and subsequent thereto.....Five (5) weeks

(c) Vacations shall be scheduled on a calendar year basis. Patrolmen shall be permitted to schedule in advance their entire vacation entitlement for the calendar year in which their applicable anniversary date occurs. In the event that an officer is terminated from service for any reason, except ordinary retirement, he shall be entitled to one-twelfth his annual vacation allotment for every month of service, or portion thereof, during his final year of service. Patrolmen shall be required to reimburse the Borough for any vacation pay received in excess of their pro rate vacation entitlement, payment of which may be deducted from the Patrolman's last paycheck. Patrolmen receiving ordinary service retirement shall be entitled to receive their entire vacation allotment effective on January 1st of the year in which they retire.

(d) The work schedule may be renegotiated between the parties at some point in time during the lifetime of this Contract. An Agreement between the parties must be reached before a schedule change can go into effect.

## ARTICLE 11

### SICK LEAVE

Section 1. Five (5) sick days shall be allowed in any one calendar year, and any allowance for sick days not so used for actual sickness during the year may be added to the vacation period of the next calendar year, but not thereafter. Sick leave without loss of pay or vacation allowance may be granted by the Chief of Police if the sickness is attested in writing by a licensed physician and must be approved by the Commissioner, and any such absence not granted or approved as above required shall be considered as absence without pay. Once a patrolman uses his 5th sick day, the Chief may, at his discretion, send a representative of the Department during his regular tour of duty to check on the status of the Patrolman who is home ill. The Patrolman out on a sick day must contact headquarters if he leaves his house between the hours of 9:00 A.M and 5:00 P.M., unless the individual is under a doctor's care.

Section 2. No Patrolman shall be entitled to sick pay for other than a work connected illness or injury for more than two

(2) of his consecutive work days, unless his request therefore is supported by a written certificate from a licensed physician that he is unfit for duty, which certificate shall be obtained at the expense of the Patrolman.

Section 3. The Borough shall have the right to request any Patrolman on sick leave to be examined by a doctor, selected and paid for by the Borough. The Borough shall have the right to discontinue payment of sick leave benefits until the Patrolman complies with this request.

Section 4. In lieu of the accumulated sick days, upon retirement a Patrolman shall have the option to receive either a lump sum cash payment or time off with pay prior to the date of retirement.

## ARTICLE 12

### DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex or national origin.

## ARTICLE 13

### MEDICAL BENEFITS

Section 1. The Borough agrees to provide a paid up hospitalization insurance program including Blue Cross and Blue Shield, Rider J and Major Medical features for all active employees and for all employees who retire by reason of:

(a) Having attained at least twenty-five (25) years of service,

(b) Having retired as a result of the disability benefit provision of the existing police pension statutes, or

(c) In the event of death of a retired employee who retired after January 1, 1991 and was covered under Article 13 of this Agreement, the surviving spouse, if she is not

employed, and the children of the retired, deceased employee who are under 19 years of age and are living with the surviving spouse shall receive, at Borough expense, the then current hospitalization insurance program including Blue Cross and Blue Shield, Rider J and Major Medical until the surviving spouse's remarriage or death. If the surviving spouse is employed and his or her employer provides medical insurance coverage then the Borough will only provide secondary coverage to the spouse and dependents with the primary coverage to be supplied by the spouse's employer. In the event the surviving spouse terminates his or her employment then the Borough shall resume primary coverage.

It is specifically understood that the provisions of this clause shall not apply to any person retired prior to January 1, 1974.

Section 2. The Borough agrees to provide at no cost to the employee the current dental insurance program offered through Health Plan Administrators, Inc. through its scheduled expiration on October 1, 1991. Said program has an annual maximum benefit of \$1,000.00 per participant and deductible of \$25.00. Upon the termination of the existing dental insurance policy, the Borough agrees to obtain a new policy offering better coverage on or before January 1, 1992. There will not be a loss of coverage during the period of transition between insurance policies. This program will be provided to retired employees as defined in Section 1 of this Article 13.

Section 3. The Borough agrees to continue the same or comparable program started January 1, 1981 which provides employees (and family members as defined in the program) with a prescription program. This program will be provided to retired employees as defined in Section 1 of this Article 13.

Section 4. The Borough agrees to implement a program to provide employees (and family members as defined in the program) with an optical plan at no cost to the employees. This program will be provided to retired employees as defined in Section 1 of this Article 13.

#### ARTICLE 14

#### CLOTHING AND MAINTENANCE OF CLOTHING ALLOWANCE AND REIMBURSEMENT

#### FOR MILEAGE



Section 1. Each Patrolman shall receive a clothing and maintenance of clothing allowance of \$600.00 for calendar year 1991, payment of which shall be in one lump sum in the first pay period following budget approval in 1991. Each Patrolman shall receive an annual clothing and maintenance of clothing allowance of \$650.00 for calendar year 1992, payment of which shall be in one lump sum in the first pay period following budget approval in 1992.

Section 2. All Patrolmen shall provide for their own replacement of clothing and equipment presently issued by the Borough as it becomes worn out or as needed, and all such clothing purchased shall conform to the present uniform policy of the Department. All Patrolmen are required to maintain their uniforms and equipment in a proper manner consistent with the regulations of the Department and subject to inspection. If the Borough designates a basic change in the uniforms required to be worn by the Department, the Borough shall be responsible for payment of the cost of the initial issue of such new uniforms. Basic change is hereby defined to require cost in excess of \$20.00 per employee.

Section 3. During their first year of employment, new employees shall be entitled to a clothing allowance of \$600.00 for the calendar year 1991 and \$650.00 for the calendar year 1992 and shall not exceed the standard clothing allowance paid to senior police officers. After completion of their first year of employment, new employees shall receive the annual clothing allowance provided for in the Agreement.

Section 4. Employees who have received their clothing and maintenance allowance in their last year of service with the Borough of Kenilworth shall receive their clothing and maintenance pay pro rata calculated monthly. Employees shall be required to reimburse the Borough for any clothing and maintenance pay received in excess of their pro rata clothing and maintenance entitlement, payment of which may be deducted from each Patrolmen's last paycheck from the Borough.

Section 5. Mileage. The Borough shall reimburse Patrolmen for miles driven while attending courses and courts outside of Union County at the rate of twenty (\$.20) cents per mile; where a Patrolman does not utilize in-residence facilities afforded during a course, the mileage for which he shall be reimbursed is one round trip per day.

ARTICLE 15

TERMINAL LEAVE

Section 1. The Borough shall continue its policy which started January 1, 1979 that all Patrolmen retiring and qualifying for pensions under State law by reason of length of service or service connected disability shall receive either a lump sum payment or the time off with pay prior to the date of retirement in accordance with the following formula:

One and one-half (1.5) working days for each year of service if the Patrolman retires with less than twenty-five (25) years of service and two (2) working days for each year of service if the Patrolman retires after twenty-five (25) years of service.

ARTICLE 16

LIFE INSURANCE

Section 1. The Borough shall provide every patrolman with life insurance coverage in the amount of \$15,000.00, the expense of which shall be borne entirely by the Borough.

Section 2. The Borough shall provide any Patrolman retiring on or after January 1, 1977 with continued life insurance coverage in the amount of \$15,000.00, the expense of which shall be borne entirely by the Borough.

ARTICLE 17

SENIORITY

Section 1. Seniority shall be determined by the employee's most recent date of appointment. For purposes of this Agreement, if the employment status of an employee covered hereunder is terminated, and he or she is subsequently rehired, the rehire date shall be the "most recent date of appointment". Employment status of any employee covered hereunder shall not be terminated when such employee is on layoff with recall rights, and employees on layoff with recall rights shall retain seniority earned prior to layoff but shall not earn or accrue additional seniority during the period of layoff.

Section 2. Seniority shall govern with respect to days off

and vacations and Patrolmen shall be afforded priority of selection as to days off and vacations in order of seniority.

Section 3. Seniority shall also govern with regard to reductions in personnel and Patrolmen shall be laid off in reverse order of seniority. When laid off Patrolmen are recalled, those last laid off shall be the first recalled and this procedure shall be followed progressively until the Borough has exhausted this list of Patrolmen on lay off with recall rights.

Section 4. A Patrolman shall lose all seniority and shall have his employment with the Borough considered terminated for the following reasons:

- (a) Discharge for cause;
- (b) Voluntary quit;
- (c) Absence from work for two (2) consecutive work days without permission or without properly notifying the Borough;
- (d) Failure to notify Borough of intent to return to work upon recall from layoff within five (5) calendar days after delivery of telegram or letter, certified mail, to the Police Officer's last known address notifying the Police to report to work, and failure to report to work within five (5) calendar days after notification to the Borough of intent to return to work.

## ARTICLE 18

### LONGEVITY

Section 1. The Borough recognizes years of faithful service by granting employees a longevity increment in accordance with the following schedules:

#### Years of Service

After 5 years	2%
After 10 years	4%
After 15 years	6%
After 20 years	8%
After 24 years	10%

Section 2. Longevity pay is computed from the date of the employee's first appointment by the Borough and is calculated on base pay without regard to overtime and is adjusted at the time of the first pay period after the anniversary date.

Section 3. Payment of longevity pay shall be made as in the past.

#### ARTICLE 19

##### RETIREMENT TERMINOLOGY

The parties agree that wherever the foregoing Contract refers to "service retirement", it shall be deemed to include "those members qualifying for service retirement under the existing police pension laws."

It is specifically understood that police service retirement shall require 25 years of service unless otherwise changed by law.

#### ARTICLE 20

##### EXTRA DUTY ASSIGNMENTS

Section 1. The Chief of Police, or his designated agent, may assign police officers not scheduled for regular duty to render special services as a police officer. Special services are defined as those services of a police officer requested, and to be paid for, by a private person or entity, including, but not limited to, construction site or security jobs. The employing party shall remit directly to the Borough of Kenilworth the full amount due for services rendered by the police officers.

Section 2. Police officers shall be subject to the rules and regulations of the Borough of Kenilworth Police Department while performing such special services.

Section 3. Police officers assigned to extra duty at a construction site shall be reimbursed \$25.00 per hour of service rendered. An additional amount equivalent to 10% of the amount paid to the officers shall be paid directly to the Borough of Kenilworth for administrative expenses by the employing party as defined in Section 1.

Section 4. Police officers assigned to extra duty for security purposes shall be reimbursed \$21.00 per hour of service rendered. An additional amount equivalent to 10% of the amount paid to the officers shall be paid directly to the Borough of Kenilworth for administrative expenses by the employing party

defined in Section 1.

Section 5. The minimum charge for special services shall be two (2) hours of service, regardless of the hours worked.

Section 6. No extra duty assignment shall exceed eight (8) hours per day unless otherwise assigned by the Chief of Police or his designated agent.

Section 7. Extra duty pay shall be included in the police officer's paycheck paid within 2 pay periods from the date of the extra duty assignment.

Section 8. The pay schedules outlined in Sections 2 and 3 are effective as of July 1, 1991.

## ARTICLE 21

### P.B.A. BUSINESS

Section 1. The P.B.A. Delegate shall be granted a day off with pay each month to attend the New Jersey State and County P.B.A. meetings, if the delegate is scheduled to work on the calendar day of the meeting, unless he is so scheduled to work by virtue of voluntary switching of shifts between officers.

Section 2. A P.B.A. Delegate and the two (2) alternate P.B.A. Delegates shall each be granted two (2) days off with pay annually to attend the New Jersey State P.B.A. Convention, if they are scheduled to work on the calendar days of the Convention, unless they are so scheduled to work due to voluntary switching of shifts among officers.

Section 3. In addition, the parties agree that the President of P.B.A. Local #135 and the State Delegate of P.B.A. #135 shall be given time off to handle grievances and negotiations during normal working hours. Officers will be subject to recall to duty in case of an emergency.

Section 4. The P.B.A. President shall be granted a day off with pay to attend two (2) P.B.A. President's meetings per year.

Any time off required under this Article of the Agreement shall be submitted in writing within a reasonable amount of time.

## ARTICLE 22

### BEREAVEMENT LEAVE

Section 1. In the event that any regular, full time or permanent employee dies while in the employ of the Borough, his beneficiaries will receive payment for the following benefits earned and accrued by the deceased employee: accrued sick leave, accrued vacation leave, accrued holiday leave, accrued overtime hours for which compensation has not been received and such other benefits as may have accrued under the terms of this Agreement.

Section 2. Wages up to five (5) days will be paid to employees during the absence from duty when such absence is caused by the death of the employee's spouse or child, and up to three (3) days will be paid during the absence from duty when such absences are caused by the death of the employee's mother,

father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

Section 3. In the event of death of a regular full time permanent employee covered under this Agreement who dies in the line of duty, the surviving spouse and children of the employee living with the surviving spouse who are under the age of 19 shall receive at Borough expense the then current dental, hospitalization, and prescription plan benefits, or any other benefit covered under this Agreement to retired members heretofore, until the surviving spouse's remarriage or death.

This section shall not be construed as a change in the existing policy concerning benefits afforded to retired members.

#### ARTICLE 23

##### POLICEMEN'S BILL OF RIGHTS

Members of the force hold a unique status as public officers in that the nature of their offices and employment involves the exercise of a portion of the police powers of the municipality.

Section 1. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by supervisory officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(1) The interrogation of a member of the force shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the force is on duty.

(2) The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the force is being interrogated as a witness only, he shall be so informed at the initial contact.

(3) The questioning shall be reasonable in length.

Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(4) The interrogation of the member shall not be recorded.

(5) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or any other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officers from informing the member of the possible consequences of his acts.

(6) If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the Constitution of the United States of America and the current decisions of The United States Supreme Court.

(7) If a member, as a result of an investigation is being charged with a violation of rules and regulations or is about to be so charged, he shall be afforded an opportunity to consult with counsel or P.B.A. representatives before any further interrogation.

Section 2. If a complaint is lodged against a member of the force, be it written or oral, anonymous or otherwise, said member, given a reasonable amount of time shall be notified in writing by the Chief of Police or his designated representative of all the facts and available evidence pertaining to the case. The officers shall also have the absolute right to full disclosure of all written reports, statements, and physical evidence held by the investigating officers pertaining to the case.

Section 3. No document shall be submitted, or shall be placed, in an employee's personnel file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete document of any kind, signifying his approval.

Section 4. The employee shall acknowledge that he has had the opportunity to review any such material or document by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement



with the contents thereof. The employee shall also have the right to submit a written answer to such material or document and his answer shall be reviewed by the Police Committee and attached to the file copy. If a member still objects to a document being placed in his file, he shall have the right to appeal under the grievance procedure covered in this Agreement.

Section 5. Although the Borough agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection and without the employee's full knowledge.

The Chief of Police shall also establish a strict policy of confidentiality concerning the contents of personnel files, consistent with the Chain of Command of the Police Department, Police Committee and Mayor and Council and the need to have access to such information.

Section 6. Each member of the department shall review his personnel file twice annually in the calendar year. This twice annual review is mandatory and shall only be carried out by the Chief of Police or his designated representative.

ARTICLE 24

DURATION

This Agreement shall become effective as of January 1, 1991 and shall terminate at midnight on December 31, 1992. Negotiations for the 1992 collective bargaining agreement shall commence in accordance with the rules and regulations of the Public Employment Relations Commission in effect at the time.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

ATTEST:

Margaret Adler

ATTEST:

William Dowd

BOROUGH OF KENILWORTH

Joseph P. Keefe

NEW JERSEY STATE PBA  
KENILWORTH LOCAL #135

Mark Davis

SCHEDULE "A"

Salary Schedule For Patrolmen

	<u>Effective 1/1/91</u>	<u>Effective 1/1/92</u>
First Year Patrolman	\$29,191.10	\$31,380.43
Second Year Patrolman	\$32,073.47	\$34,478.98
Third Year Patrolman	\$34,953.64	\$37,575.17
Fourth Year Patrolman	\$37,673.96	\$40,499.51

Patrolmen and Sergeants assigned to the Detective and Traffic Bureaus shall receive an additional annual differential of \$625.00. This differential shall be excluded from the calculation of overtime rates. Any officer ranked higher than Sergeant in these bureaus who received an additional annual differential under the Contract for the period of January 1, 1987-December 31, 1990 shall continue to be entitled to such a pay differential.