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Union County

1/1/75 - 12/31/76

AGREEMENT

between

THE BOROUGH OF KENILWORTH

and

KENILWORTH SUPERIOR OFFICERS' SALARY COMMITTEE

Police Dept.

CHARLES A. ROSEN, ESQ.
Irwin and Post, P.A.
744 Broad Street
Newark, New Jersey 07102
(201) 622-6351

DONALD B. ROSS, JR., ESQ.
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AGREEMENT

THIS AGREEMENT, made this 8th day of December, 1975, between the Borough of Kenilworth, hereinafter referred to as the "Borough" or "Employer" and the Kenilworth Superior Officers' Salary Committee, hereinafter referred to as the "Representative".

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW THEREFORE, in consideration of the premises 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 Representative.

ARTICLE I

RECOGNITION

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

ARTICLE II

MANAGEMENT RIGHTS

The Representative recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

ARTICLE III

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 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 directly or the representative shall present a written grievance to the officer's immediate supervisor.

Step 2.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 1. or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 1., he may file a written grievance with the Chief of Police or, in his absence, a representative designated by the Chief of Police. A meeting on the written grievance shall be held within five (5) working days of the filing of the

the grievant and *0:3 PR*
written grievance between the Chief of Police or his designated representative. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after the holding of such meeting.

Step 3.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2. or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step 2., the matter may be referred by the Representative to the Police Committee. A meeting on the grievance shall be held between the Representative and the Police Committee at which meeting the parties may be represented. Said 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) working days of the date of the meeting.

Step 4.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 3. or if no written decision has been rendered within fifteen (15) working days after the presentation of that grievance at Step 3., the matter may be referred by the Representative to the Mayor and Council. A meeting on the grievance shall be held between the Representative and the Mayor and Council at which meeting the parties may be

represented. Said 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) working days of the date of the meeting.

Step 5.

In the event that the aggrieved person is not satisfied with the decision of the Mayor and Council, the Representative has fifteen (15) calendar days in which to request arbitration.

A. The Arbitrator shall be selected in accordance with the Rules and Regulations of the N.J. State Board of Mediation.

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.

D. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Representative. All other expenses incidental to and arising out of the Arbitration shall be paid by the party incurring same.

Section 2.

The time limit specified in the grievance procedure shall be construed as maximum.

Section 3.

A Grievance must be presented at Step 1. within one (1) week 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 Representative. Except during Step 1.A., when an employee is not represented by the Representative, the Representative 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 Representative in which case the Representative may not be present at any stages of this procedure. However, in the event the Representative is not present after final determination at Step 4., if such final determination is made, the Representative 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.

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 IV

SALARIES

Effective January 1, 1975 and continuing through to December 31, 1976, the salary schedule for all officers recognized as being represented by the Representative shall be as set forth as in Schedule A which is attached hereto and made a part hereof.

ARTICLE V

RETENTION OF BENEFITS

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.

Proposed new rules or modifications of existing rules, whether written or unwritten governing working conditions, shall be negotiated with the majority representative prior to being made effective.

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 VI

LEGAL AID

The Employer will provide legal aid to all personnel covered by this Agreement pursuant to the requirements of N.J.S.A. 40A:14-155.

ARTICLE VII

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 provisions.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1.

The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period except as mutually agreed to by the parties in writing.

Section 2.

The work week shall consist of five (5) consecutive working days.

Section 3.

All work in excess of eight (8) hours per day or forty (40) hours per week shall be paid in wages at time and one-half rates with the exception of Court appearances which are discussed in Section 6. hereof.

Section 4.

The policy concerning payment for duty overtime, that is overtime worked at the end of a 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.

Section 5.

In the event of recall to duty, except for court appearances as discussed in Section 6. hereof, an Officer shall be guaranteed a minimum of four hours pay at time and one-half rates.

Section 6.

a. Attendance at Grand Jury ^{or Administrative} ~~or~~ court proceedings at ^{or elsewhere,} the Court House in Elizabeth, New Jersey, on off-duty time shall be compensated on an hour-for-hour basis in compensatory time off at straight time rates. *OR*

b. Municipal court appearances on off-duty time shall be compensated at the rate of either \$8.00 or time and one-half pay for all time spent, whichever is greater.

ARTICLE IX

TEMPORARY ASSIGNMENTS

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

ARTICLE X

HOLIDAYS

Section 1.

Each employee shall enjoy twelve (12) holidays for each of the years 1975 and 1976 as follows:

Friday after Thanksgiving	Independence Day
New Year's Day	Labor Day
Columbus Day	Veterans' Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving
Memorial Day	Christmas

Section 2.

In 1975, each employee shall receive eleven (11) days off in lieu of eleven (11) of the holidays specified in Section 1. hereof and each employee shall receive one (1) day's pay in lieu of the twelfth day off.

In 1976, in the event that an employee desires to take time-off in lieu of the cash payment for the twelfth day, said employee must give written notification to the Chief of Police no later than ~~January 15~~ ^{August 15}, 1976, of his intention to take time off in lieu of the cash payment. Failure to submit this notification shall preclude the officer from taking more than eleven (11) of the holidays specified in Section 1. hereof as days off.

Section 3.

Holiday pay in lieu of time off will be computed by multiplying the officer's regular hourly rate by eight (8) hours for each holiday.

Section 4.

The holiday-in-lieu payment shall be paid in the first pay period in the month of December.

ARTICLE XI

SICK LEAVE

It is specifically understood that the provisions of Ordinance #63-12 of July 9, 1963 pertaining to sick leave shall remain in effect during the term of this Agreement and shall continue to be administered on the same basis as they have in the past.

ARTICLE XII

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 representative because of membership or activity in the representative. The representative of any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the representative shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE XIII

HOSPITALIZATION AFTER RETIREMENT

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 employees who retire after January 1, 1974 by reason of

- A. Having attained at least 25 years of service, or
- B. Having retired as a result of the disability benefit provisions of the existing police pension statutes.

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

ARTICLE XIV

CLOTHING ALLOWANCE

Each officer shall receive an annual clothing allowance in the amount of \$225.00. The administration of the clothing allowance program shall continue as heretofore.

ARTICLE XV

TERMINAL LEAVE

Effective January 1, 1976, the Borough agrees to implement a terminal leave program for all employees covered by this Agreement. Benefits under this program shall be made available as follows:

- | | |
|-------------------------------------------------------|------------------------------------------------------|
| Upon retirement with 20-24 years of service..... | 4 weeks off prior to the date of retirement with pay |
| Upon retirement with 25-29 years of service..... | 5 weeks off prior to the date of retirement with pay |
| Upon retirement with 30-34 years of service..... | 6 weeks off prior to the date of retirement with pay |
| Upon retirement with 35-39 years of service..... | 7 weeks off prior to the date of retirement with pay |
| Upon retirement with 40 years of service or more..... | 8 weeks off prior to the date of retirement with pay |

ARTICLE XVI
LIFE INSURANCE

Section 1.

The Borough agrees to continue the group life insurance policy which is currently in effect. In the event that an employee desires to increase his present coverage to \$15,000, he may do so, at his own expense, effective July 1, 1975. Upon receipt of the employee's written authorization, the Borough shall deduct the additional insurance premium from the employee's pay and forward it on to its insurance company.

Section 2.

Effective January 1, 1976, the Borough shall provide each employee with life insurance coverage in the amount of \$15,000. The expense of which shall be borne entirely by the Borough.

ARTICLE XVII

DURATION

This Agreement shall become effective on January 1, 1975, and shall terminate on December 31, 1976. Negotiations for the 1977 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:

BOROUGH OF KENILWORTH

Margaret McNamee

BY Anthony Zbinden

Attest:

KENILWORTH SUPERIOR OFFICERS'
SALARY COMMITTEE

D. Reed

BY Robert L. Rando

SCHEDULE A

SALARIES

	<u>1975</u>	<u>1976</u>
Captain	\$16,144	\$17,113
Lieutenant	15,200	16,112
Sergeant	14,451	15,318

Those assigned to Detective duty shall receive an additional annual differential of \$525.00. However, this differential shall be excluded from the calculation of Over Time rates.

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