

**AGREEMENT**

**Between**

**THE BOROUGH OF KENILWORTH**

**and**

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT**

**ASSOCIATION**

**KENILWORTH LOCAL NUMBER 135**

**EFFECTIVE: January 1, 2017 through December 31, 2020**

**PREPARED BY:**

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**ATTORNEYS FOR PBA LOCAL 135**

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**AGREEMENT**

THIS AGREEMENT, bearing the effective date of January 1, 2017, between the Borough of Kenilworth, hereinafter referred to as the “Borough,” and the New Jersey State Policemen’s Benevolent Association, Kenilworth Local Number 135, hereinafter referred to as the “PBA.”

**W I T N E S S E T H:**

**WHEREAS**, the parties have engaged in 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 contained herein, the parties agree with each other in respect to the employees of the Borough recognized as being represented by the PBA as follows:

**ARTICLE 1**

**RECOGNITION**

The Borough hereby recognizes the PBA as the exclusive representative for all its Police Officers, Sergeants, Lieutenants, Captains in its Police Department, but excluding the 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, powers and authorities 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, lay off 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 method to perform the work of the Department, together with the selection, procurement, 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, an Officer shall have the privilege of meeting informally with the Police Committee (Police Committee shall constitute three Council persons designated by the Borough Council) in the presence of the Chief of Police to discuss his assignment. Any other member of the Governing Body wishing to attend said meeting may do so.

(b) Promotions are to be made in accordance with Ordinance No. 2013-07.

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

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

### **ARTICLE 3**

#### **AGENCY SHOP & DUES CHECK-OFF**

##### **Section 1. Agency Shop**

###### **(a) Representation Fee**

The Borough agrees to deduct a fair share fee from the earnings of those PBA eligible employees who elect not to become a member of the PBA and transmit the fees to the PBA after written notice of the amount of the fair share assessment is furnished to the Borough.

###### **(b) Computation of Fair Share Fee**

The fair share fee for services rendered by the PBA shall be in an amount equal to regular membership dues, initiation fees and assessments of the majority representatives less the cost of benefits financed through the dues and available only to the members of the PBA, but in no event shall the fee exceed eighty-five percent (85%), or the maximum allowed by law, of the regular membership fees, dues and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the PBA to engage in lobbying activities designed to foster its policy goals on collective negotiations

to secure for the employees it represents advances in wages, hours and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Borough.

(c) Challenging Assessment Procedure

- i. The PBA agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.
- ii. The fair share fee shall be held in escrow by the Borough pending final resolution of a challenge.

(d) Deduction of Fee

No fee shall be deducted for any employee sooner than:

- i. Thirtieth (30<sup>th</sup>) day following the notice of the amount of the fair share fee.
- ii. Satisfactory completion of a probationary period.
- iii. The tenth (10<sup>th</sup>) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

(e) Payment of Fee

The Borough shall deduct the fee from the earnings of the employee and transmit the fee to the PBA on a monthly basis.

(f) PBA Responsibility

The PBA assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

(g) Miscellaneous

i. The PBA shall indemnify, defend and save the Borough against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon fair share information furnished by the PBA or its representatives.

Section 2. Dues Check-Off

(a) Payroll deductions for dues to the PBA from members who are employees of the Borough covered by this Agreement shall be made by the Borough upon the written submission to the Borough by the PBA of notification from said employee authorizing the deduction of dues from their pay and the amount of dues to be deducted. The appropriate Borough official shall forward the dues deductions to the PBA on monthly intervals. Officers shall have the authority to withdraw authority for deduction of dues, pursuant to law.

ii. The PBA shall indemnify, defend and save the Borough harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the PBA in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

**ARTICLE 4**

**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 - All grievances shall be in writing and shall be filed by the grievant or the PBA with the grievant's immediate supervisor no later than twenty (20) calendar days from the date of the occasion giving rise to the grievance.

STEP 2 - If the grievance is not resolved at Step 1, the aggrieved party may file a written grievance with the Chief of Police or his designee, within five (5) calendar days after decision on that grievance at Step 1, or within ten (10) calendar days after presentation of the grievance at Step 1 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. The Chief of Police shall render a decision in writing within five (5) calendar days after the date of the 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 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 PBA may refer the matter to arbitration. 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 rights to have the matter referred to arbitration or review 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 a copy of the request to the Borough, within fifteen (15) calendar days from the date of decision by the Police Committee under Step 3.

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 or 3, the grievance shall be deemed denied.

Section 3. A grievance must be presented at Step 1 within twenty (20) calendar days of when the grievant should have reasonably discovered such facts that 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. 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, if 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.     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 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 shall be paid by the party incurring the expense.

(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 5**

**SALARIES**

Section 1.     Effective January 1, 2017 and continuing through to December 31, 2020, the salary schedule for Police Officers shall be as set forth in Exhibit A that is attached hereto and made a part hereof. The yearly salary increases are as follows:

Effective and retroactive to January 1, 2017	2% increase to base pay
Effective January 1, 2018	2% increase to base pay
Effective January 1, 2019	2% increase to base pay

Effective January 1, 2020

2% increase to base pay

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

Section 3. Overtime shall be paid in the next pay period after the pay period in which it is earned.

## **ARTICLE 6**

### **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 circumstances 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 7**

### **LEGAL AID**

The Borough 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 Borough 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 \$150.00 per hour, or the regular hourly rate of the Borough's attorney, whichever is lower. If the hourly rate of the attorney selected by the employee exceeds \$150.00 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 8**

### **SAVINGS CLAUSE**

If any federal or state legislation, governmental regulation or court decision invalidates 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 9

### HOURS OF WORK AND OVERTIME

Section 1. For officers assigned to the “5-2 schedule,” a “normal workday” shall consist of eight (8) consecutive hours of work with sixteen (16) hours off between each eight (8) hour workday. It is also understood that the normal workweek shall consist of five (5) consecutive days of work. Thus, a normal workweek shall equal forty (40) hours of work in a five (5) consecutive day period (the “normal 5-day workweek”). This shall not be construed as a guarantee of any minimum number of hours or days of employment, or as a limitation of the number of hours of work that the Borough may require.

Section 2. For officers assigned to the “4 – 3 Schedule”, a “normal workday” shall consist of ten (10) consecutive hours of work. It is also understood that the normal workweek shall consist of four (4) consecutive days of work followed by three (3) consecutive days off (the “normal 4-day workweek”). This shall not be construed as a guarantee of any minimum number of hours or days of employment, or as a limitation of the number of hours of work that the Borough may require.

Section 3. For all other officers, a “normal work day” shall consist of twelve (12) consecutive hours of work with twelve (12) hours off between each twelve (12) hour workday. It is also understood that the normal workweek shall consist of four (4) consecutive days of work followed by four (4) consecutive days off (the “normal 4-day workweek”). This shall not be construed as a guarantee of any minimum number of hours or days of employment, or as a limitation of the number of hours of work that the Borough may require.

Section 4. All work in excess of the normal workday or in excess of the normal 4-day work week and the normal 5-day workweek 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 7, below.

Section 5. The policy concerning payment for duty overtime, which 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

Overtime shall be paid in the next pay period after the pay period in which it is earned.

Section 6.

(a) If an officer is recalled to duty within 2 hours prior to his scheduled shift, he shall be paid for two (2) hours of work at time and one-half (1-1/2) rates, except for Court appearances as discussed in Section 7, or disciplinary proceedings as discussed in Section 6(c). If the recall is for over two (2) hours, he shall be paid minute for minute at time and one-half (1-1/2).

(b) In the event of recall to duty of an officer, except for Section 6(a), of this Article, court appearances as discussed in Section 7, or disciplinary proceedings as discussed in Section 6(c), an officer shall be guaranteed a minimum of four (4) hours pay at time and one-half (1-1/2) rates.

(c) 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 meeting regarding the 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, unless 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 the time actually spent at such proceeding.

Section 7.

(a) Police Officers 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 with a two (2) hour minimum or receive time off with pay on a time and one-half (1-1/2) basis up to a maximum of 480 hours, at the discretion of the Chief of Police or his designee, if such appearance is required outside the employee's assigned duty hours.

(b) Attendance at the Borough Municipal Court on off-duty time shall be compensated at the rate of time and one-half (1-1/2) for all time spent with a two (2) hour minimum.

(c) Compensatory time shall be capped at 480 hours and shall be utilized by all employees before retirement. Except as otherwise provided in this Agreement or any policy issued by the Chief of Police, compensatory time shall be governed by Borough policy.

Section 8. The Chief of Police or his designated representative may, at his discretion, call a maximum of two (2) departmental meetings per year, not to exceed two and a half (2.5) hours, and all Police Officers are required to attend such meetings without additional compensation, unless excused by the Chief of Police or his designee. Whenever possible, the meetings shall not start prior to 4:00 p.m. The Chief of Police or his designated representative shall furnish at least one week's written advance notification of the departmental meeting.

Police Officers on sick leave or vacation at the time of departmental meetings shall be deemed to have a valid excuse for missing such departmental meetings.

## **ARTICLE 10**

### **TEMPORARY ASSIGNMENTS**

**Section 1.** If a patrol officer or detective is working as the officer in charge (“OIC”) of a patrol shift or part of a patrol shift, he shall receive acting Senior Sergeant’s pay of an additional \$7.50 an hour for all hours worked as OIC. A partial hour shall be considered a full hour.

**Section 2.** Field Training Officer (FTO) or Police Training Officer (PTO):

A certified FTO or PTO will receive (1) comp day for each month serving in the capacity of FTO or PTO. If said officer is not training a probationary officer no compensation will be given.

**Section 3.** If an Officer / Supervisor shall serve in the capacity and perform the functions of a higher rank for a period of more than (48) 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 11**

### **HOLIDAYS AND VACATIONS**

**Section 1.** **HOLIDAYS**

- (a) Each officer shall receive thirteen (13) days off in lieu of holidays.
- (b) Holiday compensation shall be paid at the hourly rate to be calculated as Base Salary/2080 hours = hourly rate, and which shall be paid as follows:

- i. Officers working the 4-4 schedule may elect to be paid up to five (5) days per year which shall be paid at time and one-half (1-1/2).
- ii. Officers working the 4-3 schedule may elect to be paid up to six (6) days per year which shall be paid at time and one-half (1-1/2).
- iii. Officers working the 5-2 schedule may elect to be paid up to eight (8) days per year which shall be paid at time and one-half (1-1/2).
- iv. An officer is only entitled to exercise the above optional compensation provided the total number of sick days taken by the officer does not exceed five (5) days during the twelve (12) month period of December 1st to the following November 30<sup>th</sup>. 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.
- v. The assignment of the following holidays is to be determined by the PBA and Chief of Police by a lottery system in accordance with past practice: July 4<sup>th</sup> day and night shift, Thanksgiving Eve, night shift and Thanksgiving Day, day shift, Christmas Eve, night shift, Christmas Day, day shift, New Year's Eve, night shift and New Year's Day, day shift.
- vi. If an officer is ordered into work on one of the following holidays within one work cycle prior to the start of the shift of a holiday listed below, said officer shall receive double time: July 4<sup>th</sup> (day shift); Thanksgiving (day shift); Christmas Eve (night shift) Christmas (day shift); New Year's Eve (night shift); and New Year's Day (day shift).

- vii. Each Police Officer may specify up to three (3) priority days off in lieu of holidays, hereinafter called “priority days” by written request which shall be submitted not less than seven (7) days before the date specified. No more than two priority days shall be used consecutively. No more than 1 (one) priority holiday may be used in the 10 week summer period as designated by the Chief of Police. 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.
- viii. Police Officers who are terminated from employment with the Borough for any reason other than cause shall receive pro rata holiday pay using the ratio of 1/12<sup>th</sup> for each completed month of service during the calendar year up to day of termination, times holiday pay entitlement. Police Officers 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 Police Officer’s last pay check.

**Effective January 1, 2017, the holiday buyback shall be eliminated.** If, however, the Legislature and/or the Courts reduces mandatory medical premium contributions below the rates that unit members are paying under this Agreement or eliminates them completely, or cause a member more monetary expense, all officers shall be allowed to sell back up to 60 hours of

holiday time at time and one-half his hourly rate of pay. Such payment shall be made by separate check in the first pay period of December of each year. Written notice of the sell back shall be provided to the Chief of Police or his designee by October 1 of each year.

Section 2. VACATIONS

The following rules shall apply to vacation scheduling:

- (a) 5-2 and 4-3 officers shall have the current vacation schedule.
- (b) 4-4 officers by seniority in each platoon shall select vacations.
- (c) The 3-week maximum per officer shall remain in effect for the 10-week summer period.

(d) The “four slots” shall remain open year round.

(e) Two (2) officers per platoon shall be permitted off at any one time in any combination of vacation, holiday and/or compensatory time. Except as otherwise agreed by the Chief of Police, the two (2) officers may not be off on compensatory time.

(f) Each Police Officer 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 the most recent date of appointment:

- i. For first anniversary date to fifth anniversary date. . . . .Ten (10) days
- ii. From sixth anniversary date to tenth anniversary date. . . . Fifteen (15) days
- ii. From eleventh anniversary date to fifteenth anniversary date. . . . .Twenty (20) days

iv. From sixteenth anniversary  
date and subsequent thereto. . . Twenty-Five (25) days

(g) Vacations shall be scheduled on a calendar year basis. Police Officers shall be permitted to schedule in advance their entire vacation entitlement for the calendar year in which their applicable anniversary date occurs. Vacation may be taken in blocks or in individual days. Vacation blocks must be selected first before individual days may be taken. No more than three (3) weeks (consisting of four (4) day blocks or twelve (12) individual days—or any combination thereof) shall be taken during the ten (10) week summer period. Individual vacation days shall not be taken on the designated priority lottery days provided by Section 1(b)(v), above. If 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. Police Officers shall be required to reimburse the Borough for any vacation pay received in excess of their pro rata vacation entitlement, payment of which may be deducted from the Police Officer's last paycheck. Police Officers receiving ordinary service retirement shall be entitled to receive their entire vacation allotment effective on January 1<sup>st</sup> of the year in which they retire.

## **ARTICLE 12**

### **SICK LEAVE**

**Section 1.** All Officers shall be entitled to unlimited sick leave for non-job-related illness or injury per calendar year. Long-term illness with full pay not to exceed 365 consecutive calendar days per year without approval of the Borough.

**Section 2.** The Borough shall have the right to request any Officer on sick leave to provided medical proof of illnesses if absent for two (2) consecutive days or more or 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 Officer complies with this request.

Section 3. An Officer that uses four (4) or fewer sick days during a calendar year shall have vacation days added to their vacation allotment for the next calendar year only, pursuant to the following schedule:

No sick days used in a calendar year – five (5) additional vacation days

One sick day used in a calendar year – four (4) additional vacation days

Two sick days used in a calendar year – three (3) additional vacation days

Three sick days used in a calendar year – two (2) additional vacation days

Four sick days used in a calendar year – one (1) additional vacation day

### **ARTICLE 13**

#### **ON-THE-JOB INJURIES OR ILLNESSES**

Section 1. An officer who suffers an on-the-job injury or illness shall not be required to work a light or alternative duty assignment.

Section 2. Officers who are absent from work from an on-the-job injury or illness shall be required to attend all scheduled medical appointments without additional compensation other than his regular pay.

### **ARTICLE 14**

#### **MEDICAL BENEFITS**

Section 1. The Borough agrees to provide at its cost, except as provided below, a hospitalization insurance program consistent with the New Jersey State Health Benefits Program for all active employees and for all employees who retire by reason of:

(a) Service retirement as defined in Article 20, with at least 15 years of service with the Borough;

(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, the surviving spouse, if he or she is not employed, and the dependents 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 consistent with the New Jersey State Health Benefits Program 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. If the surviving spouse terminates his or her employment, then the Borough shall resume primary coverage.

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

As of January 1, 2017 all Officer's shall contribute 1.5% of their annual retirement benefit towards the premium for medical and prescription coverage in retirement.

Section 2. The Borough agrees to provide at no cost to the Officer an equivalent dental insurance program offered by the Borough that was in effect for the year 2001. This program will be provided to retired employees as defined in Section 1 of this Article 14.

Section 3. The Borough agrees to continue the same or comparable program effective for the year 2001 that provides Police Officers (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 14. For active employees only, the prescription drug co-payment shall be \$10.00 per prescription for brand name and \$5.00 per prescription for generic.

Section 4. The Borough agrees to implement a program to provide Police Officers (and family members as defined in the program) with an optical plan at no cost to employees. This program will be provided to retired Police Officers as defined in Section 1 of this Article 14.

Section 5. In accordance with current law, the Borough reserves the right to change insurance carriers provided:

(a) Benefits under the proposed program are equal to or greater than those benefits provided under this Agreement; and

(b) The Borough issues at least sixty (60) days' written notice of the intended change to the PBA.

Section 6. Effective only for current employees (excluding retirees) as of January 1, 2005, the insurance program provided by the Borough shall be the New Jersey Plus Plan under the New Jersey State Health Benefits Program, subject to the provisions of Section 5 above.

Section 7. Effective as of January 1, 2013, to be elected during the 2013 Open Enrollment Period, each employee shall have the option of waiving coverage in the Borough's hospitalization insurance program, currently administered by the State Health Benefits Program (SHBP), upon submission to the Borough and the SHBP sufficient evidence that the employee is covered under other health coverage. In the event of approved employee waiver of coverage, the Borough shall pay to the employee, monthly, a prorated share of the annual SHBP premium, not to exceed 50% of the amount saved by the Borough. The employee shall be permitted to re-enroll in the Borough's insurance program administered by the SHBP at any time such re-

enrollment is permitted by the insurance carrier, within 60 days of the loss of the other coverage and after providing proof of loss of the other coverage. Notice must be provided to the Borough and SHBP to initiate re-enrollment. Understanding and complying with the Rules regarding enrollment and re-enrollment of coverage are subject to change and are the sole responsibility of the employee. The Borough assumes no responsibility or obligation if the employee having waived coverage is unable to reinstate his or her coverage. Employee must sign a waiver provided by the Department of Treasury, Division of Pensions.

Section 8: Employees who enroll in the Borough’s medical and prescription plan shall make the following premium contributions per pay period to be deducted on a pre-tax basis:

**a. For employees hired prior to 1/1/17:**

	Single	Employee +1	Family
Effective 1/1/17	\$50.74	\$156.50	\$222.25
Effective 1/1/18	\$50.74	\$135.00	\$190.50
Effective 1/1/19	\$50.74	\$113.50	\$158.75
Effective 1/1/20	\$50.74	\$92.00	\$127.00

**b. Employees hired on or after 1/1/17:**

<b>On Academy through Step 4</b>	Single	Employee +1
Effective 1/1/17	\$50.74	\$60.00
Effective 1/1/18	\$50.74	\$60.00
Effective 1/1/19	\$50.74	\$60.00
Effective 1/1/20	\$50.74	\$60.00
<b>On Step 5 through Step 8</b>	Single	Employee +1
Effective 1/1/17	\$50.74	\$92.00
Effective 1/1/18	\$50.74	\$92.00
Effective 1/1/19	\$50.74	\$92.00
Effective 1/1/20	\$50.74	\$92.00

**Family Plan Only**

<b>Effective 1/1/17</b>	Steps 1 through 3	\$63.50
	Steps 4 through 6	\$75.00
	Steps 7 through 8	\$127.00

**ARTICLE 15**

**CLOTHING AND MAINTENANCE OF CLOTHING ALLOWANCE AND**

**REIMBURSEMENT FOR MILEAGE**

Section 1. All Officers 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 Police Officers 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 any 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. Officers are responsible for the maintenance of their own uniforms.

Section 2. Mileage. The Borough shall reimburse Police Officers for miles driven while attending courses required or approved by the Borough and court appearances required in discharging Borough duties outside of Union County, at the rate permitted by the Internal Revenue Service. Where a Police Officer does not utilize in-residence facilities afforded during a course, the mileage for which he shall be reimbursed is one round trip.

## **ARTICLE 16**

### **TERMINAL LEAVE**

Section 1. Police Officers 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 Officer retires with less than twenty-five (25) years of service and two (2) working days for each year of service if the Officer retires after twenty-five (25) years of service.

No employee hired on or after January 1, 2013 shall be entitled to any terminal leave pay.

## **ARTICLE 17**

### **LIFE INSURANCE**

Section 1. The Borough shall provide every Officer with life insurance coverage in the amount of Fifteen Thousand Dollars (\$15,000.00), the expense of which shall be borne entirely by the Borough.

Section 2. The Borough shall provide any retiring Officer with continued life insurance coverage in the amount of Fifteen Thousand Dollars (\$15,000.00), the expense of which shall be borne entirely by the Borough.

Effective January 1, 2014, the life insurance benefit for all active employees provided under this Article shall be eliminated.

## **ARTICLE 18**

### **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 Officers 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 Officers shall be laid off in reverse order of seniority. When laid off Officers 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 police officers on layoff with recall rights.

Section 4. An Officer 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 a letter, certified mail, to the Officer's last known

address notifying him 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 19**

**LONGEVITY**

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

(a) Years of Service employed prior to 1/1/03

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

(b) Officers Employed on or after 1/1/03

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.

Section 4. No employee hired on or after January 1, 2013 shall be entitled to any longevity pay.

## **ARTICLE 20**

### **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 twenty-five (25) years of service unless otherwise changed by law.

## **ARTICLE 21**

### **EXTRA DUTY ASSIGNMENTS**

Section 1. The Chief of Police, or his designee, 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 person or entity, including, but not limited to, construction site or security jobs. The employing party shall remit directly to the Borough the full amount due for services rendered by Officers.

Section 2. Officers shall be subject to the rules and regulations of the Department while performing such special services.

Section 3. Officers assigned to extra duty at a construction/traffic site shall be paid at an hourly rate of \$70.00 per hour but shall be paid at time and one-half (1-1/2) for services rendered in excess of eight (8) hours. Officers who arrive for duty at a construction/traffic site, which is subsequently cancelled, shall be reimbursed at a minimum rate of four (4) hours. If the Officer is not notified at least (2) hour’s prior to a cancellation said officer shall be paid for (2) hours of construction/traffic hourly rate. Upon ratification of this Agreement by the PBA and the

Borough, Officers shall be guaranteed a minimum of 4 hours of work or pay for construction/traffic site extra-duty assignments.

Section 4. Officers assigned to extra duty for security purposes (excluding Merck) shall be paid \$40.00 per hour of service rendered.

Section 5. Police officers assigned to extra duty for Merck shall be paid \$50.00 per hour of service rendered.

Section 6. The minimum charge for security services shall be two (2) hours of service, regardless of the hours worked.

Section 7. No extra duty assignment shall exceed eight (8) hours per day unless otherwise assigned by the Chief of Police or his designee.

Section 8. Extra duty pay shall be included in the Officer's paycheck paid within two (2) pay periods from the date of the extra duty assignment.

## **ARTICLE 22**

### **PBA BUSINESS**

Section 1. The PBA President and the PBA Delegate (or alternate delegate) shall each be granted a day off with pay each month to attend the New Jersey State PBA Meetings. The Delegate or alternate delegate shall be granted a day off with pay each month to attend the County PBA 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. If scheduled to work during the PBA annual and mini-conventions, the PBA President, the PBA Delegate and one (1) alternate shall be granted time off with pay to attend those conventions pursuant to applicable New Jersey law. In addition, the PBA President and State Delegate shall be granted time off without loss of pay to attend the annual New Jersey

League of Municipalities Conference (“NJLM Conference”) and the annual Police Expo (“Expo”). The PBA President or Delegate shall provide 5 days’ advanced written notice to the Chief or his designee if both or one of them intend(s) on attending the NJLM Conference and/or the Expo.

Section 3. In addition, the parties agree that the PBA President and the State Delegate 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 PBA President shall be granted two (2) days off per year, with pay to attend to PBA business.

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

## **ARTICLE 23**

### **BEREAVEMENT LEAVE**

Section 1. If any Officer 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 eight (8) 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 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 an Officer 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 member 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 24**

### **FAMILY MEDICAL LEAVE**

All Officers are entitled to apply for leave pursuant to the New Jersey Family Leave Act and the Federal Family Medical Leave Act. All requests for such leave shall be made in writing to the Chief of Police as soon as the reason for said leave is known or as soon as practical thereafter.

## **ARTICLE 25**

### **POLICE OFFICER'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 and 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. To ensure that these investigations

are conducted in a manner that is conducive to good order and discipline, the following rules are hereby adopted:

(a) 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.

(b) 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.

(c) 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.

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

(e) 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 possible consequences of his acts.

(f) 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 law..

(g) 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 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, 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.

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 that 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 may review his personnel file twice annually in the calendar year. This twice-annual review is permissible and shall only be carried out by the Chief of Police or his designated representative.

**ARTICLE 26**

**DRUG TESTING POLICY**

The parties agree to implement a drug testing policy to be consistent with the Attorney General Law Enforcement Drug Testing Policy.

**ARTICLE 27**

**DURATION**

This Agreement shall be effective as of January 1, 2017 and shall terminate at midnight on December 31, 2020.

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

ATTEST:

  
\_\_\_\_\_  
LAURA REINERTSEN, BOROUGH CLERK

BOROUGH OF KENILWORTH

  
\_\_\_\_\_  
ANTHONY DELUCA, MAYOR

ATTEST:

  
\_\_\_\_\_  
Sean Kaverick

NEW JERSEY STATE PBA  
KENILWORTH LOCAL #135

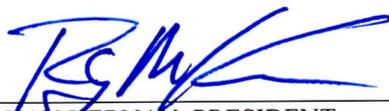
  
\_\_\_\_\_  
RYAN KERNAN, PRESIDENT

EXHIBIT A										
Patrol Salary Guide										
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	Senior Year Patrolman
2017	\$41,240.82	\$48,546.50	\$55,852.18	\$63,157.86	\$70,463.54	\$77,769.22	\$85,074.90	\$92,380.57	\$99,686.25	\$106,991.85
2018	\$42,065.64	\$49,517.43	\$56,969.22	\$64,421.02	\$71,872.81	\$79,324.60	\$86,776.39	\$94,228.19	\$101,679.98	\$109,131.69
2019	\$42,906.95	\$50,507.78	\$58,108.61	\$65,709.44	\$73,310.26	\$80,911.09	\$88,511.92	\$96,112.75	\$103,713.58	\$111,314.32
2020	\$43,765.09	\$51,517.94	\$59,270.78	\$67,023.63	\$74,776.47	\$82,529.31	\$90,282.16	\$98,035.00	\$105,787.85	\$113,540.61

OFFICERS NOT AT SENIOR STEP ON THE 1/1/09-12/31/12 GUIDE IN THE PRIOR CONTRACT SHALL BE MOVED TO SENIOR STEP ON THEIR 2017 ANNIVERSARY DATE.

OFFICERS WHO ARE PTC CERTIFIED WHEN HIRED SHALL BE PLACED AT STEP 2, 3 OR 4, AT THE BOROUGH'S DISCRETION.

ALL STEP MOVEMENT SHALL BE ON THE OFFICER'S ANNIVERSARY DATE.

ALL SALARY INCREASES ARE RETROACTIVE TO JANUARY 1, 2017.

**EXHIBIT B****SUPERIOR OFFICER SALARY GUIDE**

	2017	2018	2019	2020
Sergeant	\$117,672.90	\$120,026.36	\$122,426.89	\$124,875.43
Lieutenant	\$124,092.12	\$126,573.96	\$129,105.44	\$131,687.55
Captain	\$131,625.34	\$134,257.85	\$136,943.00	\$139,681.86

**RESOLUTION**

No. 9

KENILWORTH, N.J.

JULY 12, 2017

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CONSENT AGENDA**

**WHEREAS,** an agreement has been reached by and between the Borough of Kenilworth and the New Jersey State Policemen's Benevolent Association, "Kenilworth Local Number 135", for the period from January 1, 2017 through December 31, 2020.

**BE IT HEREBY RESOLVED,** by the Borough Council of the Borough of Kenilworth, County of Union, State of New Jersey that the Mayor and Borough Clerk are authorized and directed to execute the contract, which conforms in substance, between the Borough of Kenilworth and the New Jersey State Policemen's Benevolent Association, Kenilworth Local Number 135.

**BE IT FURTHER RESOLVED,** by the Borough Council that any relevant contribution changes authorized by this agreement are effective the following pay period of the passage of this resolution.

  
\_\_\_\_\_  
Anthony DeLuca, Jr., Mayor

	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
Councilwoman Kay Ceceri	✓		✓			
Councilman Larry Clementi				✓		
Councilman Peter Corvelli				✓		
Councilman Mark David				✓		
Councilman Gerry Laudati		✓	✓			
Councilman Nicolas Mascaro				✓		
<b>ON CONSENT AGENDA</b>	Yes	No				

I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Kenilworth at a Meeting held on July 12, 2017.

  
\_\_\_\_\_  
Laura Reinertsen, Borough Clerk