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THIS DOES NOT
CIRCULATE

AGREEMENT

between

THE BOROUGH OF KENILWORTH

and

KENILWORTH SUPERIOR OFFICERS' SALARY COMMITTEE

1979

1/1/79-12/31/79

Ratified - 3/13/79

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AGREEMENT.

THIS AGREEMENT, Made this 13th day of ~~February~~ *March*, 1979, between the Borough of Kenilworth, hereinafter referred to as the "Borough", 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 as follows:

ARTICLE I.

RECOGNITION

The Borough hereby recognized the aforementioned Representative as the exclusive representative of all its Sergeants, Lieutenants and Captains in its Police Department in Kenilworth, New Jersey.

ARTICLE II.

MANAGEMENT RIGHTS.

Section 1.

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

Section 2.

Management rights include but are not limited to the following:

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 Superior Officer 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 Representative have through Committees agreed as to the procedure and mechanics of such examinations and the weight to be given thereto.

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. Superior Officers shall not exchange days off where the exchange will cause additional expense to the Borough.

E. Off-duty Superior Officers absent from their homes for more than 48 hours shall notify Police Headquarters as to their whereabouts.

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 or the Representative shall present a written grievance to the officer's immediate superior.

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 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) 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 him or the Representative to the Police Committee. A meeting on the grievance shall be held between him or the Representative and the Police Committee within fifteen (15) working days of the day of referral, 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 within fifteen (15) working days of the date of referral by 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. If a meeting is not held within the time limit as set forth in Steps 2, 3, or 4, then the grievance shall be deemed denied.

Section 3.

A grievance must be presented at Step 1. within one 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, and 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

Section 1.

Effective January 1, 1979 and continuing through to December 31, 1979, the salary schedule for Superior Officers 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 date of initial appointment.

Section 3.

Overtime pay shall be calculated and paid quarterly.

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

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, a Superior Officer shall be guaranteed a minimum of four (4) hours pay at time and one-half rates.

Section 6.

a. Superior Officers in attendance at judicial or administrative proceedings other than those at the Kenilworth Municipal Court shall be paid on a time and one-half basis for all time spent.

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

Section 7.

Where a Superior Officer is a delegate of the P.B.A., he may receive the days off he is entitled to under Section 7 of Article VIII of Agreement executed this date by the Borough of Kenilworth and the New Jersey State P.B.A., Kenilworth Local #135.

ARTICLE IX.

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 absences, the member shall be paid the rate of the higher rank.

ARTICLE X.

HOLIDAYS AND VACATIONS.

Section 1.

HOLIDAYS:

A. During each calendar year, each Superior Officer shall receive fourteen (14) days off in lieu of Holidays, provided at his option he may receive one day's pay in lieu of one of the days off. Of the days off, eight (8) must be taken on or before September 30th, and the remaining six (6) shall be taken as follows: Two (2) in the month of October; Two (2) in the month of November; and Two (2) in the month of December. The Chief of Police may, in his discretion, waive the requirement of this restriction upon written request of a Superior Officer made prior to October 1st. Each Superior Officer may specify up to three (3) priority days off in lieu of Holidays, hereinafter called "priority days", (which shall not be the 3 to 11, or 11 to 7 shift on Christmas Eve or New Years Eve), which written request shall be submitted not less than seven (7) days before the date specified. One of the priority days shall be taken on or before April 30th and one of the priority days shall be taken on or before August 31st, and one of the priority days shall be taken after August 31st. 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 rights in regard to requests for days off in lieu of Holidays, other than priority days.

B. 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.

C. 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.
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 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 senior officer if the same will result in compensable overtime; waiver letter dated September 24, 1976 relating to overtime arising from vacation scheduling during the 10 week summer period given by the Representative to the Chief of Police shall remain in effect during the period of this contract.

B. Each Police Officer 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 anniversary dates or original 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 subsequently thereto. . . . Five (5) weeks

C. Except as otherwise provided for herein, the provisions of Chapter 37 of the Code of the Borough of Kenilworth entitled "Personnel Policies" shall apply.

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 fo 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 AND
REIMBURSEMENT FOR MILEAGE.

Section 1.

Each Superior Officer shall receive an annual clothing allowance of \$300.00 during 1979. The administration of the clothing allowance program shall continue as heretofore.

Section 2.

Mileage. The Borough shall reimburse Superior Officers for miles driven while attending courses and Courts outside of Union County at the rate of 15 cents per mile; where a Superior Officer 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 XV.

TERMINAL LEAVE.

Effective January 1, 1979, all Superior Officers retiring and qualifying for pensions under State law by reason of length of service or service-connected disability shall receive the time off with pay prior to the date of retirement:

1.5 working days for each year of service if the Superior Officer retires with less than twenty five (25) years of service, and 2 working days for each year of service if the Superior Officer retires after twenty five (25) years of service.

ARTICLE XVI.
LIFE INSURANCE.

Section 1.

The Borough shall provide every Superior Officer with life insurance coverage in the amount of \$15,000.00, the expense of which shall be born entirely by the Borough.

Section 2.

The Borough shall provide any Superior Officer 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 born entirely by the Borough.

ARTICLE XVII.

SENIORITY.

Section 1.

Seniority shall be determined by the date of original appointment.

Section 2.

Seniority shall govern with respect to days-off and vacations and Superior 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 Superior Officers shall be laid off in reverse order of seniority. When laid off Superior Officers are recalled, those last laid off shall be the first recalled and this procedure shall be followed progressively until all laid off Superior Officers are recalled.

ARTICLE XVIII.

DURATION.

This Agreement shall become effective on January 1st, 1979 and shall terminate December 31st, 1979. Negotiations for the 1980 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.

BOROUGH OF KENILWORTH

ATTEST:

By: Puro Mancino

Margaret Adler
MARGARET ADLER, Borough Clerk

KENILWORTH SUPERIOR OFFICERS'
SALARY COMMITTEE

ATTEST:

By: Bruce Powell

Joseph Lopez

SCHEDULE A.
SALARIES - 1979.

Captain	\$20,027.00
Lieutenant	\$18,901.00
Sergeant	\$18,010.00

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

THIS DOES NOT
CONSTITUTE
EMPLOYMENT