

AGREEMENT

Between

THE BOROUGH OF KENILWORTH

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

KENILWORTH LOCAL NUMBER 135

EFFECTIVE: January 1, 2013 through December 31, 2016

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## AGREEMENT

THIS AGREEMENT, bearing the effective date of January 1, 2013, 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 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 Borough recognized as being represented by the Representative as follows:



ARTICLE 1

RECOGNITION

The Borough hereby recognizes the aforementioned PBA as the exclusive representative for all its Police Officers, 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, 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, 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 (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 union eligible employees who elect not to become a member of the PBA and transmit the fees to Local 135 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 majority representatives, 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 majority representative 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. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Borough pending final resolution of the 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 during the term of this Agreement.

(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.

(h) Dues Check-Off

i. 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 said dues deductions to Local 135 on monthly intervals. Officers shall have the authority to withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee

holding employment at any time by filing a notice of withdrawal with the Borough, 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 thereon shall render a decision in writing 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 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 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 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, and except during Step 1. 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.        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 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 5

### SALARIES

Section 1. Effective January 1, 2013 and continuing through to December 31, 2016, 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 first six months  
of the contract (from January 1,  
2013 to June 30, 2013): 0% increase
- Effective from July 1, 2013  
to December 31, 2013: 2% increase  
(as per  
attached  
Exhibit A)
- Effective from January 1, 2014  
To December 31, 2014: 1.8% increase  
(as per  
attached  
Exhibit A)
- Effective from January 1, 2015  
To December 31, 2015: 1.8% increase  
(as per  
attached  
Exhibit A)
- Effective from January 1, 2016  
To December 31, 2016: 2% increase  
(as per  
attached  
Exhibit A)

The parties agree to a salary guide of ten (10) equalized steps with a starting salary of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) for all officers hired on or after January 1, 2013. The parties agree that the salary guide, governing this Agreement, is annexed hereto as Exhibit A.

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 a fee of One Hundred Fifty Dollars (\$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

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 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 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 (the "normal 5-day work week"). 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 Detective Bureau, a "normal workday" shall consist of ten (10) consecutive hours of work. It is also understood that the normal work week shall consist of four (4) consecutive days of work followed by three (3) consecutive days off (the "normal 4-day work week"). 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 work week shall consist of four (4) consecutive days of work followed by four (4) consecutive days off (the "normal 4-day work week"). 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 work 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 7 hereof.

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), supra. 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 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 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 Kenilworth 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 an officer working either a 5-2 schedule or a 4-3 schedule 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.

Section 2. If an officer working a 4-4 schedule shall serve in the capacity of and perform the functions of a higher rank for a period of more than forty-eight (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 days off must be taken as follows: seven (7) days must be taken on or before September 30<sup>th</sup>, and the remaining six (6) days 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 or his designated representative, may, in his discretion, waive the requirement of this restriction upon written request of a patrolman made prior to October 1<sup>st</sup>. The assignment of the following holidays to the Police Officers 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 day shift and night shift and 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 (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.

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 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 the most recent date of appointment:

- (1) For first anniversary date to  
fifth anniversary date. . . . .Ten (10) days
- (2) From sixth anniversary date  
to tenth anniversary date. . . . Fifteen (15) days
- (3) From eleventh anniversary  
date to fifteenth anniversary  
date. . . . .Twenty (20) days
- (4) 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. 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. 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.

(h) All employees hired on or after January 1, 2013 shall not be eligible for the annual cash-in of holidays as set forth in Section 1, at paragraphs 1(b)i through 1(b)iv above.



## ARTICLE 12

### SICK LEAVE

Section 1. Sick leave shall be granted in accordance with the Settlement Agreement, attached hereto as Exhibit B, between the Borough of Kenilworth and New Jersey State Policemen's Benevolent Association, Kenilworth Local Number 135.

Section 2. 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 3. 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 13

This Article is purposely left blank.

## ARTICLE 14

### MEDICAL BENEFITS

Section 1. The Borough agrees to provide a paid up 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 twenty (20) 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 and was covered under Article 14 of this Agreement, the surviving spouse, if he or 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 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. In the event 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.

Section 2. The Borough agrees to provide at no cost to the Patrolman 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 which 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 a sixty (60) day written notice of the intended change to the PBA.

Section 6. The PBA shall encourage its members to transfer from the traditional medical plan to the PPO medical plan. 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. In the event that an active employee elects to enroll in a "traditional" indemnity insurance program on or after January 1, 2005, he/she shall pay the difference between the cost of dependent coverage under the New Jersey Plus Plan and the cost of such dependent coverage under the "traditional" indemnity program.

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.

## ARTICLE 15

### CLOTHING AND MAINTENANCE OF CLOTHING ALLOWANCE AND

#### REIMBURSEMENT FOR MILEAGE

Section 1. 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 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 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. Effective January 1, 2009, the previously provided clothing allowance disbursed in the amount of \$1,100.00 is discontinued. 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 Police Officer 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.

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 Police 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 Police 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 Police 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 Police Officers shall be laid off in reverse order of seniority. When laid off Police 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. 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 a letter, certified mail, to Patrolman's last known address notifying the Patrolman 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 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. Upon ratification of the within Agreement, police 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. Police 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. An additional amount of \$5.00 per hour shall be paid

directly to the Borough of Kenilworth for administrative expenses by the employing party defined in Section 1.

Section 4. Police officers assigned to extra duty for security purposes (excluding Merck) shall be paid \$35.00 per hour of service rendered starting on January 1, 2009 and \$40.00 per hour of service rendered starting on January 1, 2011. An additional amount of \$5.00 per hour shall be paid directly to the Borough of Kenilworth for administrative expenses by the employing party defined in Section 1.

Section 5. Police officers assigned to extra duty for Merck shall be paid \$40.00 per hour of service rendered. An additional amount of \$5.00 per hour shall be paid directly to the Borough of Kenilworth for administrative expenses by the employing party defined in Section 1.

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 designated agent.

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



Section 9. The pay schedules outlined in Sections 2 and 3 are effective on or prior to execution of this Agreement.

## ARTICLE 22

### PBA BUSINESS

Section 1. The PBA Delegate shall be granted a day off with pay each month to attend the New Jersey State and 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. The PBA, as the bargaining agent, shall have the ability to attend the New Jersey PBA annual convention and the annual mini-convention pursuant to New Jersey law. If scheduled to work on the calendar days of these conventions, unless so scheduled due to voluntary switching of shifts among officers, the PBA delegate and one (1) alternate shall be granted time off with pay to attend the New Jersey State PBA annual convention and the annual mini-convention pursuant to applicable New Jersey law.

Section 3. In addition, the parties agree that the President of the PBA Local #135 and the State Delegate of PBA #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 PBA President shall be granted a day off with pay to attend two (2) PBA 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 23

### 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 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 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 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. In an effort 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 the Constitution of the United States of America and the current decisions of the United States Supreme Court.

(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, 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 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 May 2012 Attorney General Law Enforcement Drug Testing Policy.

ARTICLE 27

DURATION

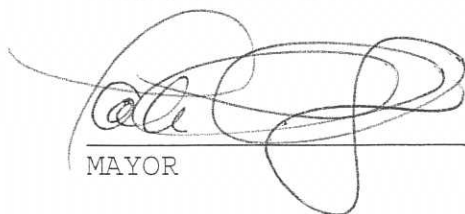
This Agreement shall be effective as of January 1, 2013 and shall terminate at midnight on December 31, 2016.

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

ATTEST:

*Hedy Lipke*

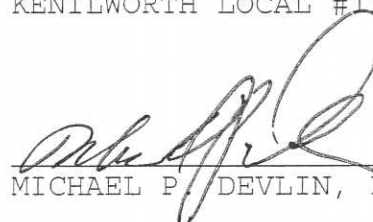
BOROUGH OF KENILWORTH

  
MAYOR

ATTEST:

*Hedy Lipke*

NEW JERSEY STATE PBA  
KENILWORTH LOCAL #135

  
MICHAEL P. DEVLIN, PRESIDENT

# **EXHIBIT A**

# SALARY GUIDE

Police Steps	(hires pre 1/1/2009)									
	1st 6 Months	After 6 Months	2nd Year Patrolman	3rd Year Patrolman	4th Year Patrolman	5th Year Patrolman	6th Year Patrolman	7th Year Patrolman	8th Year Patrolman	9th Year Patrolman
January 1, 2013	48,704.88	49,509.40	56,841.47	75,813.50	83,109.88	90,400.76	97,286.96	99,232.70	101,018.89	102,837.23
7/1/2013 - 2%	49,678.98	50,499.59	57,978.30	77,329.77	84,772.08	92,208.78	99,868.53	107,837.23	110,837.23	113,837.23
1/1/2014 - 1.8%	50,573.20	51,408.58	59,021.91	78,721.71	86,297.97	93,868.53	101,018.89	108,837.23	111,837.23	114,837.23
1/1/2015 - 1.8%	51,483.52	52,333.94	60,084.30	80,138.70	87,851.34	95,558.17	102,837.23	110,837.23	113,837.23	116,837.23
1/1/2016 - 2%	52,513.19	53,380.61	61,285.99	81,741.47	89,608.37	97,469.33	104,893.97	112,837.23	115,837.23	118,837.23
Police Steps	(hires post 1/1/2009) and pre 1/1/2013)									
	1st 6 Months	After 6 Months	2nd Year Patrolman	3rd Year Patrolman	4th Year Patrolman	5th Year Patrolman	6th Year Patrolman	7th Year Patrolman	8th Year Patrolman	9th Year Patrolman
January 1, 2013	48,704.88	49,509.40	56,841.47	63,165.48	69,489.49	75,813.50	83,109.88	90,400.76	97,286.96	99,232.70
7/1/2013 - 2%	49,678.98	50,499.59	57,978.30	64,428.79	70,879.28	77,329.77	84,772.08	92,208.78	99,868.53	107,837.23
1/1/2014 - 1.8%	50,573.20	51,408.58	59,021.91	65,588.51	72,155.11	78,721.71	86,297.97	93,868.53	101,018.89	108,837.23
1/1/2015 - 1.8%	51,483.52	52,333.94	60,084.30	66,769.10	73,453.90	80,138.70	87,851.34	95,558.17	102,837.23	110,837.23
1/1/2016 - 2%	52,513.19	53,380.61	61,285.99	68,104.48	74,922.98	81,741.47	89,608.37	97,469.33	104,893.97	112,837.23
Police Steps	(hires post 1/1/2013)									
	1st Year Patrolman	2nd Year Patrolman	3rd Year Patrolman	4th Year Patrolman	5th Year Patrolman	6th Year Patrolman	7th Year Patrolman	8th Year Patrolman	9th Year Patrolman	Senior Year Patrolman
January 1, 2013	37,500.00	44,143.00	50,786.00	57,429.00	64,072.00	70,715.00	77,358.00	84,001.00	90,644.00	97,286.96
7/1/2013 - 2%	38,250.00	45,025.86	51,801.72	58,577.58	65,353.44	72,129.30	78,905.16	85,681.02	92,456.88	99,232.70
1/1/2014 - 1.8%	38,938.50	45,836.33	52,734.16	59,631.99	66,529.82	73,427.65	80,325.48	87,223.31	94,121.14	101,018.89
1/1/2015 - 1.8%	39,639.39	46,661.38	53,633.37	60,705.36	67,727.35	74,749.34	81,771.33	88,793.32	95,815.31	102,837.23
1/1/2016 - 2%	40,432.18	47,594.61	54,757.04	61,919.47	69,081.90	76,244.33	83,406.76	90,569.19	97,731.62	104,893.97
Sergeants										
January 1, 2013	106,999.17	112,836.12	119,686.07	122,079.74	124,277.18	126,514.16	129,044.45	131,837.23	134,837.23	137,837.23
7/1/2013 - 2%	109,139.15	115,092.84	121,664.51	127,723.47	133,473.47	139,018.89	144,469.33	149,825.79	155,088.25	160,257.70
1/1/2014 - 1.8%	111,103.66	117,164.51	123,473.47	129,273.47	134,818.89	140,208.78	145,443.31	150,522.70	155,456.88	160,246.96
1/1/2015 - 1.8%	113,103.52	119,273.47	125,723.47	131,523.47	137,168.89	142,658.34	148,092.79	153,372.18	158,506.57	163,495.96
1/1/2016 - 2%	115,365.59	121,658.94	128,168.89	134,018.89	139,723.47	145,283.92	150,700.37	155,972.82	161,101.27	166,088.72
Lieutenants										
January 1, 2013	112,836.12	119,686.07	126,514.16	133,473.47	140,208.78	146,818.89	153,300.76	159,655.21	165,883.25	171,983.96
7/1/2013 - 2%	115,092.84	121,664.51	128,473.47	135,423.47	142,408.78	149,329.77	156,186.25	162,978.25	169,705.70	176,268.70
1/1/2014 - 1.8%	117,164.51	123,473.47	130,018.89	136,723.47	143,473.47	150,168.89	156,808.78	163,393.25	169,922.70	176,397.20
1/1/2015 - 1.8%	119,273.47	125,723.47	132,473.47	139,273.47	146,018.89	152,708.78	159,343.25	165,922.70	172,447.18	178,916.65
1/1/2016 - 2%	121,658.94	128,168.89	134,818.89	141,523.47	148,168.89	154,758.34	161,292.79	167,772.18	174,196.65	180,566.12
Captains										
January 1, 2013	119,686.07	126,514.16	133,473.47	140,208.78	146,818.89	153,300.76	159,655.21	165,883.25	171,983.96	177,957.41
7/1/2013 - 2%	121,658.94	128,473.47	135,423.47	142,408.78	149,329.77	156,186.25	162,978.25	169,705.70	176,268.70	182,678.20
1/1/2014 - 1.8%	123,473.47	130,018.89	136,723.47	143,473.47	150,168.89	156,808.78	163,393.25	169,922.70	176,397.20	182,816.65
1/1/2015 - 1.8%	125,723.47	132,473.47	139,273.47	146,018.89	152,708.78	159,343.25	165,922.70	172,447.18	178,916.65	185,336.10
1/1/2016 - 2%	128,168.89	134,818.89	141,523.47	148,168.89	154,758.34	161,292.79	167,772.18	174,196.65	180,566.12	186,885.57

## **EXHIBIT B**

SETTLEMENT AGREEMENT BETWEEN  
THE BOROUGH OF KENILWORTH  
and  
NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION  
KENILWORTH LOCAL # 135

This Settlement Agreement is made and entered into effective the 12th day of December, 1993 by and among, New Jersey State Policemen's Benevolent Association, Kenilworth Local # 135, (hereinafter referred to as the "PBA"), the Borough of Kenilworth, (hereinafter referred to as the "Borough") and Arbitrator Stanley L. Aiges (hereinafter referred to as the "Arbitrator"), to resolve the grievance submitted by the PBA on behalf of Police Officer Daniel Rica involving the Borough's denial of sick leave pay ("the Rica Grievance") which is pending before the Public Employment Relations Commission ("PERC") under Docket No. AR-93-690, Arbitrator Stanley L. Aiges.

WHEREAS on December 12, 1993, an arbitration hearing was held before the Arbitrator to resolve the Rica Grievance, and

WHEREAS, at the conclusion of the opening statements made by the attorneys representing the PBA and the Borough, the Arbitrator requested that the attorneys confer with him off the record, and

WHEREAS, the Arbitrator recommended that settlement discussions by the parties be held, and

WHEREAS, the PBA and the Borough conducted settlement discussions in good faith.

NOW THEREFORE, the PBA and the Borough, with the concurrence of the Arbitrator, agree to the following terms and conditions in settlement of the Rica Grievance.

1. The PBA agrees to withdraw its grievance from arbitration and to notify the PERC that the grievance is amicably resolved,

2. The Borough agrees that Police Officer Daniel Rica will be entitled to receive pay for the 2 sick days (February 23, 1993 and September 1, 1993) that were the subject of the Rica Grievance and that the 2 days will not be deducted from his vacation or holiday entitlement for 1993.

3. The Borough agrees that Sgt. Michael Ciravolo will be entitled to receive pay for the sick day he took on December 10, 1993 and that the 1 day shall not be deducted from his vacation or holiday entitlement for 1993.



4. The PBA and the Borough agree that the following procedures shall govern Police Officers (including Superior Officers) entitlement to sick leave with pay commencing December 12, 1993 and ending on the later of December 31, 1994 or the date on which the 1995 Collective Bargaining Agreement between the PBA and the Borough is executed. If the 1995 Agreement is not executed prior to January 1, 1995, the sick leave policy set forth in this Settlement Agreement shall renew for 1995.

5. A "sick day" means an absence from a full shift at a time when the employee is otherwise scheduled to work. If an employee is unable to complete his/her shift after it has begun ~~due to an~~ illness or injury that is not work-related, the work time ~~lost~~ that shift shall not be charged against the employee's annual sick day entitlement. The lost work time, however, shall be considered an "occurrence" for purposes of this Settlement Agreement and its shall count as a "sick day" in determining whether a physician's certificate must be obtained by the employee. In the event that an employee is absent for more than 2 consecutive sick days ~~due to an~~ injury or illness that is not work-related, the employee shall be required to present to the Police Commissioner, through the office of the Chief of Police a copy of the original written certification from a duly licensed physician that the employee's absence was medically necessary and that the employee is able to return to work.

6. For purposes of this Settlement Agreement, the PBA and the Borough agree that each absence due to an illness or injury that is ~~not work-related shall be considered an "occurrence"~~ ~~a single~~ sick day shall be considered as a single occurrence. Consecutive sick days consisting of 2 or more days shall also be considered a single occurrence.

7. Each employee who has five (5) "occurrences", regardless of the number of sick days in each occurrence, in a calendar year shall be required, as a condition precedent to receiving pay for sick days in excess of the 5 occurrences, to present to the Police Commissioner, through the Office of the Chief of Police, a copy of the original written certification from a duly licensed physician that the employee's absence was medically necessary and that the employee is able to return to work.

8. Each employee who takes 10 sick days, regardless of the number of occurrences, in a calendar year shall be required, as a condition precedent to receiving pay for sick days in excess of the 10 paid sick days, to present to the Police Commissioner, through the Office of the Chief of Police, a copy of the original written certification from a duly licensed physician that the employee's absence was medically necessary, and that the employee is able to return to work.

9. In the event that an employee has utilized the number of eligible sick days under Paragraph 7 or Paragraph 8 hereof, the Police Commissioner, after consultation with the Chief of Police, may allow payment for additional sick days, provided however, that if the Police Commissioner refuses to grant additional time to any employee who has utilized more than 5 sick days but less than 10 sick days in the calendar year (regardless of the number of occurrences), the employee, through the PBA, may call upon Arbitrator Aiges (as provided in Paragraph 10 below) to determine whether the Police Commissioner's refusal to grant the extra sick time with pay was arbitrary, capricious or unreasonable. If the Police Commissioner refuses to allow payment for any sick day in excess of 10 days in any calendar year, the employee, through the PBA, may call upon Arbitrator Aiges (as provided in Paragraph 10 below) to determine whether the Police Commissioner's refusal to grant the extra sick time with pay was arbitrary, capricious or unreasonable. In the case of an appeal of the Police Commissioner's denial of sick leave in excess of 10 days, the employee must present to the Police Commissioner, through the Office of the Chief of Police, a copy of the original written certification from a duly licensed physician that the employee's absence was medically necessary and that the employee is able to return to work. If the medical certification is not submitted to the Police Commissioner, the Arbitrator shall have no authority to review the Police Commissioner's decision.

10. The PBA and the Borough agree that Arbitrator Stanley L. Aiges shall retain jurisdiction to review and decide any disputes arising under this Settlement Agreement. The PBA and the Borough agree that the proceedings before the arbitrator shall be informal, conducted by telephone and resolved as quickly, inexpensively and effectively as possible. The Arbitrator's decision on any appeal submitted to him shall be final and binding on the employee, the PBA and the Borough. The Arbitrator's fee for resolving any dispute involving sick leave under this Settlement Agreement shall be \$150 for each dispute and shall be paid 50% by the PBA and 50% by the Borough. The Arbitrator shall not conduct any telephone proceedings or resolve any dispute submitted to him without independent verification that the parties participating in the proceedings are the authorized representatives of the parties.

11. During the term hereof, the Borough agrees that it shall continue to grant additional sick days with pay and benefits without regard to the limitations on sick days imposed hereunder to any individual who suffers a catastrophic or serious illness or injury which is consistent with the Borough's past practices in similar situations.

12. The PBA and the Borough agree that the terms of this Settlement Agreement are not precedent setting. Neither the PBA nor the Borough shall be bound by the terms of this Settlement

agreement beyond its expiration and neither the UPA nor the Borough  
will use or attempt to use this agreement, agreement to the  
benefit of the other, its successors and assigns by the UPA and  
the Borough, they will negotiate in good faith and in  
accordance with applicable law the UPA's and the Borough's  
the Police Department in collective negotiations for the 1993  
agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their  
hands and seal effective the day and year first above written.

ATTEST:

Daniel J. Ryan

NY State Policeman, Association  
Benevolent Association  
Kenilworth Local No. 145

By: Mark David  
Mark David, President

ATTEST:

Margaret Adlert

Borough of Kenilworth  
By: Joseph Rago  
Joseph Rago, Mayor

By: Edward Galasso  
Edward Galasso  
Police Commissioner

WITNESS:

[Signature]

By: Stanley L. Riger  
Stanley L. Riger  
Arbitrator