



BOROUGH OF KENILWORTH POLICE CHIEF AGREEMENT

This agreement, made this 18th day of July, 2024 between the Borough of Kenilworth, hereinafter referred to as the "Borough", and Kenilworth Chief of Police Paul Campanelli, hereinafter referred to as "Chief".

WHEREAS, the Borough is responsible for providing the Chief with an agreement providing the conditions of employment between the parties.

WHEREAS, this agreement is understood by the parties to be subject to the Statutes of the State of New Jersey as amended hereafter and which shall further control and/or modify the obligations and duties set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

SCOPE OF AUTHORITY AND RESPONSIBILITIES

The Chief shall be the head of the Kenilworth Police Department and shall be directly responsible to the appropriate authority for the efficiency and routine day to day operations thereof and shall carry out all duties and responsibilities of Chief of Police as required by local ordinances and the provisions of N.J.S.A. 40A:14-118 as may be amended from time to time.

It is understood that no amendment to, or new, Borough Ordinance or resolution may materially expand the duties and responsibilities of the Chief unless fully negotiated by the parties.

COMPENSATION

Pursuant to N.J.S.A. the salary of the Chief shall remain higher than the base salary of other ranking supervisory officers in the department.

As of July 18, 2024, the Chief shall receive a base salary of \$156,000.00 (prorated). Beginning January 1, 2025 through December 31, 2027, The differential between the base salary of the Chief and the Captain shall be the same as the base salary differential for the superior officers in the PBA contract.

The Chief shall be entitled to be paid yearly, for longevity in the amount of 10% of his base salary. The Chief shall continue to retain all of the emoluments and benefits enjoyed by him previously.

VACATION LEAVE



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VACATION LEAVE

The Chief shall be entitled to five (5) weeks' vacation either in full weeks or individual days. Any unused sick time from the prior year, up to a maximum of five (5) days, may be utilized as additional vacation days during the current calendar year.

In the event of retirement during this agreement, the Chief shall be paid for any unused vacation days from the prior year and current year in two equal installments with the first installment being due upon retirement and the second installment being due January in the year following the Chief's retirement. In the event of death of the Chief prior to receipt of the second payment, such amount shall be paid to his estate.

HOLIDAYS

The Chief shall not be entitled to any holidays during the duration of this agreement.

PERSONAL LEAVE DAYS

The Chief shall be entitled to thirteen (13) personal leave days per year for personal business.

SICK LEAVE

The Chief 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.

If the Chief uses four (4) or fewer sick days during a calendar year he shall have vacation days added to his 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

BEREAVEMENT LEAVE

Wages up to seven (7) days shall be paid to the Chief during his absence from duty when such absence is caused by death of the Chief's spouse or child, and up to five (5) days shall be paid during the absence from duty when such absence(s) are caused by the death of the Chief's mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law or brother-in-law.

DEATH BENEFITS

In the event that the Chief dies while in the employ of the Borough, his beneficiaries will receive payment for the following benefits earned and accrued by the deceased: accrued sick, vacation and holiday/personal leave, as well as any other benefits that may have accrued under this agreement.

In the event of the death of the Chief while in the employ of the Borough, the surviving spouse and children of the Chief, under twenty-one (21) years of age or a full-time college student, shall receive at Borough expense the then current dental hospitalization, optical and prescription plan benefits, or any other benefit covered under this agreement until the surviving spouse's remarriage or death.

MEDICAL BENEFITS

The Chief shall be entitled to the identical hospitalization, dental, optical, prescription plan, and premium contributions as offered to the Officers of the Kenilworth Police Department. Said insurance policies may be altered for the Chief from time to time as said plans are amended for the Kenilworth Police Department's Officers. The Chief shall contribute 1.5% of his annual pension payment towards the premium for medical including prescription coverage in retirement. The first half payment will be on February 1st of the calendar year and the second half of the payment will be August 1st of the calendar year.

TERMINAL LEAVE

Upon receiving notification from the Chief of his desire to retire from the Borough's employ, the Borough shall offer to the Chief the option of receiving his choice of either:

- 1) A lump sum equal to two (2) working days pay times each year of service with the Borough, payable in two equal installments with the first installment being due upon retirement and the second installment being due in January in the year following the Chief's retirement; or,
- 2) Time off with pay prior to the date of retirement, based upon two (2) working days for each year of service with the Borough.

In the event of the death of the Chief after his retirement but before receiving the full amount of Terminal Leave which would have been paid to the chief had he survived, his estate will receive the remaining amounts due at the same time and in the same manner as such payments would have been paid to the Chief.

LIFE INSURANCE

The Borough shall provide the Chief, now and continuous upon retirement, a life insurance policy in the amount of \$15,000.00, the expense of which shall be borne entirely by the Borough.

RETIREMENT BENEFITS

Upon his retirement from the Borough, the Chief and his dependents residing with him (i.e., wife, and unemancipated children) shall continue to enjoy medical, dental, optical and prescription benefits as provided to other retirees of the Police Department, the cost of which shall be borne by the Borough. Upon the death of the Chief, the surviving spouse and unemancipated children of the Chief shall receive, at the Borough's expense, the then current medical, dental, optical and prescription benefits provided to other retirees of the Police Department.

IMMUNITIES AND BENEFITS

The Chief of Police shall be entitled to all of the immunities from tort liability and shall have all of the pension, relief, disability, workmen's compensation and insurance as provided for in N.J.S.A. 40A:14-152.2 while performing his duties as Chief, and shall be provided with the necessary means for defense of any action or legal proceeding brought against him and arising out of and directly related to the lawful exercise of police powers in furtherance of his duties as provided for in N.J.S.A. 40A:14-155. If the Chief elects to select counsel of his own choosing, the Borough shall be responsible to pay the cost of said counsel, as long as the fee rate is deemed to be fair and reasonable by the Governing Body.

RETENTION OF BENEFITS

All rights and benefits enjoyed by the prior Chief shall be continued to be enjoyed by the present Chief, so long as he is employed by the Borough. These benefits include but are not limited to additional time off to attend International Association of Chiefs of Police Meetings/Convention, The N.J. State Association of Chiefs of Police Meetings/ Convention, and the League of Municipalities Convention. He shall also be entitled to be reimbursed for reasonable and necessary expenses from attending such meetings/conventions upon proper documentation and accompanied by the required voucher presented to the Chief Financial Officer. Notifications to attend such meetings shall be made to the Police Commissioner in advance of the event. The Chief shall also be allotted time off to attend the regular meetings of the County and State Police Chief's Association's monthly meetings and any training that is relevant to his duties/position which may be funded through the police department's budget.

ADDITIONAL BENEFITS

During the term of this Agreement the Chief shall be entitled to use a Borough owned police department vehicle of his own choosing to execute his duties as Chief of the Kenilworth Police Department both on and off duty. The chief shall also be entitled to receive a cellular telephone stipend/sum of \$60.00 per month to partially compensate the Chief for personal cellular phone service.

DURATION

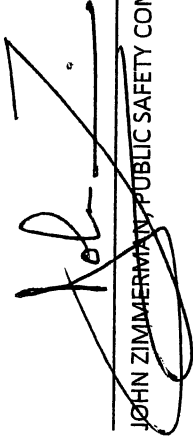
This document shall be construed as an employment agreement with a commencement date of *July 18, 2024 and termination date of December 31, 2027*.

This agreement shall automatically renew until a new agreement is reached between the parties or unless the Chief shall otherwise notify the Borough of his retirement.

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



LINDA KARLOVITCH, MAYOR



JOHN ZIMMERMAN, PUBLIC SAFETY COMMISSIONER

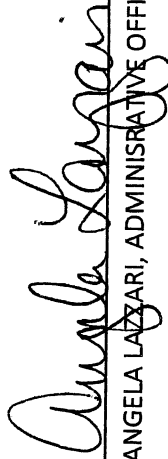


PAUL CAMPANELLI, POLICE CHIEF

7/18/24

Date

ATTEST:



ANGELA LAZARI, ADMINISTRATIVE OFFICER / CLERK

7/19/2024

Date