

## **PREAMBLE**

**THIS AGREEMENT IS EFFECTIVE THE FIRST DAY OF JANUARY, 2006 BY AND BETWEEN THE TOWNSHIP OF WEST AMWELL, IN THE COUNTY OF HUNTERDON, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, (HEREINAFTER REFERRED TO AS THE "TOWNSHIP"), AND THE HUNTERDON COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 188, WEST AMWELL UNIT, (HEREINAFTER REFERRED TO AS "THE BARGAINING UNIT" OR "PBA" ). THIS AGREEMENT REPRESENTS COMPLETE AND FINAL UNDERSTANDING ON ALL BARGAINABLE ISSUES BETWEEN THE TOWNSHIP AND THE BARGAINING UNIT AND IS DESIGNED TO MAINTAIN AND PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE TOWNSHIP AND THE EMPLOYEES WHO ARE REPRESENTED BY THE BARGAINING UNIT IN ORDER THAT CONTINUED EFFICIENCY AND EXCELLENCE IN SERVICE BE RENDERED BY THE POLICE OFFICERS OF THE TOWNSHIP OF WEST AMWELL. THE TERM OF THIS AGREEMENT IS FROM **JANUARY 1, 2006 THROUGH DECEMBER 31, 2010.****

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SCHEDULES AND ADDENDUMS

ARTICLE I  
RECOGNITION

- I. 1. The Township hereby recognizes the PBA as the sole and exclusive representative of the members of the bargaining unit, for the purpose of collective bargaining with respect to the terms and conditions of employment, rate of pay, wages, hours of work, settlement of grievances and other mandatory negotiable conditions of employment.
2. The bargaining unit shall consist of all full-time police officers, now employed, or hereafter employed, by the township, but shall exclude Superior Officers, Part-Time Police Officers and Special Police Officers, and all other employees of the Township of West Amwell. Unless otherwise indicated, the terms "employee", "police officer(s)", "policeman", "patrol officer(s)" or "officer" shall be interpreted interchangeably to mean employees covered by this agreement.
3. The Township and the Police Officers agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex or national origin.
4. The Township and the Patrol Officers agree that all employees covered under this Agreement have the right, without fear of reprisal, or penalty, to form, join, resign from, or assist the PBA, or to refrain from any such activity. There shall be no discrimination by the Township and the PBA against any employee because of the employee's membership or non-membership, activity or non-activity in the Collective Bargaining Unit.
5. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution or administrative code and police department rules and regulations upon any Township official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring the Township officials to follow the terms contained herein, to the extent that they are in conformance with the duties and responsibilities conferred upon them by law.
6. Nothing contained in this Agreement shall be construed to deny or restrict any police officer such rights as the officer may have under any other applicable law and regulation.

## ARTICLE II

### NEGOTIATIONS PROCEDURE

- II. 1. The Township and the Patrol Officers agree, at the request of either party, to enter into negotiations for a successor agreement in accordance with the Rules and Regulations of the Public Employment Relations Commission. In such negotiations, each party will be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Such agreement will apply to all members of the bargaining unit and will be reduced to writing and, after ratification, signed by the parties.
2. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, consistent with their status as representatives of their principals. No proposals will be binding until formally approved by the principals.
3. The parties agree that notification will be made to the Township by the Officers at least six months prior to the end of the term of the existing contract, noting the end of the contract and the desire to open negotiations for a successor agreement.

## GRIEVANCE PROCEDURE

- III. 1. Definition. The term “grievance” as used herein means any controversy arising over the interpretation, application, or alleged violation of policies or administrative decisions affecting terms and conditions of employment under this Agreement, and may be raised by an individual employee, the bargaining unit as a whole, or group of employees, at the request of any such individual or group (hereinafter referred to as the “grievant”).
2. Steps of the Procedure:
- A. Step One. A grievance initially must be filed within thirty (30) calendar days from the date on which the act that is the subject of the grievance occurred or became known to the grievant, whichever is later. The grievance shall be submitted, in writing, to the Director of Public Safety and the Officer in Charge of the Department, or his/her designee, who may conduct a hearing regarding the grievance at his discretion, and shall render a decision, in writing, within fifteen (15) days of his receipt of the grievance. A grievant shall file a written grievance which shall meet the following specifications:
1. It will be specific,
  2. It will contain a synopsis of the facts giving rise to the dispute, controversy, or issue,
  3. It will specify the section of the Agreement, or rule, or regulation, or statute, or ordinance, which has been allegedly violated, misapplied, or as to which the dispute arises,
  4. It will state the relief requested,
  5. It shall contain the date of the incident giving rise to the alleged dispute, controversy or issue,
  6. It shall be signed by the grievant.

B. Step Two. In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event there is no timely written response at Step One, i.e. within fifteen (15) days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Township Committee or its designee. The parties will meet within ten (10) days of this submission and the Township Committee, or its designee, shall within five days thereafter make a written response.

C. Step Three. In the event the grievance is not resolved to the satisfaction of grievant at Step Two, or in the event the Township Committee, has not served a timely response at Step Two, then within fifteen (15) days after the response set forth in Step Two, the grievant may notify the Township Committee or its designee, in writing, of his/her intent to submit the grievance to the New Jersey Board of mediation or the Public Employment Relations Commission for binding arbitration. If the grievance is so submitted:

1. The arbitrator shall be required to deliver parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his award, by no later than thirty (30) days from the date of closing of the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proof to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever, alter the provisions of this Agreement.
2. Grievance meetings and hearings shall be held at mutually acceptable times and places. The grievant shall have at his request a representative from the bargaining unit and/or a labor consultant to assist in the resolution of the grievance at such meetings and hearings.
3. The fees, expenses, and all other proper charges of the arbitrator shall be divided equally between the parties; however, each party shall bear his own additional costs.
4. All grievance hearings scheduled in accordance with the provisions hereof shall be so scheduled so as to avoid time off from regular scheduled shifts. However, in the event a grievant, or witness called by him, is on duty, he shall be permitted to attend the said hearing without reduction or loss of pay.
5. No reprisals of any kind shall be taken by the Township, or any agent thereof, against any grievant or party participating in a grievance procedure or any member of the bargaining unit by reason of such participation.



6. All grievance hearings, conducted as outlined herein, shall be conducted in private and shall be attended by the respective parties and/or their representatives, in addition to any witnesses produced by either party for the purpose of testifying at such hearing.
7. All time limits contained in the Article of the Agreement may be extended by mutual consent. Unless such time limits are so extended, the failure to observe the time limits herein stated for the presentation of the grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance or right to arbitration and be deemed a settlement thereof.
8. All days referred to herein shall be calendar days unless specified otherwise.



## ARTICLE IV

### UNIFORMS AND EQUIPMENT

- IV. 1. Basic Uniform: The basic uniform and the equipment for all police officers shall be determined by the Township and provided by the Township. All officers covered herein shall be uniformed similarly.
2. Uniform Maintenance Allowance:
- A. Uniform maintenance shall be provided by the township at Stanley Cleaners.
  - B. The Township shall also provide for the replacement of uniforms, when necessary, as a result of normal wear and tear or damage in the line of duty. When an officer requires a replacement item of the uniform, he/she must present to the officer in charge of the department or designee, for approval, the worn out or damaged article in need of replacement. The officer shall then receive a replacement.
  - C. Employees shall be entitled to be reimbursed the replacement cost of personal equipment; i.e., wrist watch, glasses, wedding band or other personal equipment damaged or destroyed while in the act of performing his/her duties as a police officer. This personal property shall be restricted to everyday normal items. Jewelry that is not necessary for the performance of duty will not be replaced or reimbursed.

## ARTICLE V

### PRINTING OF THE AGREEMENT

- V. 1. The Township shall reproduce this Agreement in sufficient quantity so that every employee may be provided with a copy if requested and so that there may be sufficient copies in reserve for any employee hired during the term of this Agreement. This reproduction and distribution shall be accomplished within thirty (30) days of the signing of this Agreement.

## ARTICLE VI

### PERSONNEL FILES

- VI. 1. Employees shall have access to their individual personnel file, upon twenty four (24) hours notice to the Officer in Charge of the Police Department or his designee, and may be viewed during the normal working hours of the Officer in Charge of the Police Department or his designee. If an employee disagrees with an item in his personnel file, he may place a rebuttal statement in the file. Such rebuttal shall be made by indicating on the document to be rebutted the following: "I, (Name of the police officer), have enclosed in my personnel file a rebuttal to this document dated (insert date)," and by filing the written rebuttal in the personnel file.
2. Personnel files are the property of the Township and shall not be removed without the express written consent of the Officer in Charge of the Department or his designee. Police officers may copy anything that is in his/her respective personnel file upon at least twenty four (24) hours notice to the Officer in Charge.
3. A copy of each written evaluation of work performance shall be given to the employee. The employee shall sign the evaluation form, acknowledging his review of same, (not per se agreement with same), immediately following such review. The employee shall make any response within thirty (30) calendar days from the date of his signature, which statement shall become part of the evaluation and placed in his personnel file.
4. No document of anonymous origin shall be included in a personnel file. Only one (1) personnel file shall be maintained for each employee. The Township shall notify the employee in writing when any item is placed in her or her personnel file.

## ARTICLE VII

### JUST CAUSE PROVISION

- VII. 1. No officer shall be discharged, disciplined, suspended or reduced in rank or compensation without just cause, and in accordance with N.J.S.A. 40A:14-147.
  
2. Any matter not covered by N.J.S.A. 40:14-147 shall be dealt with in accordance with Department Rules and Regulations as per code book.

## ARTICLE VIII

### EMPLOYEE RIGHTS DURING INVESTIGATIONS

- VIII. 1. The wide ranging powers and duties given to the Department and its members involve them in all manner of 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 investigation by superior officers, or other agents of the Township. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
- A. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty. If it is required that the employee report to headquarters on his off-duty hours, he shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he was remiss in his duties or found guilty of a preferred charge.
  - B. The employee shall be informed of the nature of the investigation before any interrogation commences. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned 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 necessary.
  - D. The complete interrogation of the employee shall be recorded mechanically and copies of tapes shall be provided to the bargaining unit representative. "OFF THE RECORD" questions shall be allowed with mutual consent only. All recesses called during the questioning shall be recorded. The contents of the tapes shall be kept confidential during the course of the investigation and the tapes shall not be destroyed without mutual consent.
  - E. The employee shall not be subject to any abusive language, nor shall he/she be threatened with transfer, dismissal, or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.

F. In all cases and at every stage of the proceedings, the Department shall afford an opportunity for the employee, if so requested, to consult with counsel and the bargaining unit representative before being questioned concerning any violation or complaint of any type, which may result in any disciplinary action being taken against said employee.

G. This article shall not preclude a supervisor's right to question subordinates relative to their daily activities. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.



ARTICLE IX  
LEGAL DEFENSE

- IX. 1. The Township will provide defense for members or officers in action or legal proceedings arising out of or incidental to performance of duties pursuant to N.J.S.A. 40A:14-155, as follows:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

2. The Township's obligation to provide a legal defense to a police officer, pursuant to N.J.S.A. 40A:14-155, shall be modified, to the extent, that N.J.S.A. 40A:14-155 is replaced or amended, by the legislature, during the term of this Agreement.
3. The employer's obligation under Paragraph 1 shall be deemed satisfied if its insurance carrier enters a defense on behalf of the affected officer and furnished counsel. However, if the carrier advises that the claim against the officer exceeds, or is excluded from its coverage, then the officer may, subject to the prior consent and approval of the Township, select his own counsel for his defense, and the employer shall pay or reimburse all resulting legal fees and costs at rate not to exceed rate of Township Attorney, as agreed by the Township on annual rate presentation by said Township Attorney. The consent of the Township shall not be unreasonably withheld.

ARTICLE X  
UNPAID LEAVE OF ABSENCE

- X. 1. An official unpaid leave of absence may be granted by the Township Committee. A leave of absence shall not exceed six (6) months in length. A leave of absence may be renewed at the discretion of the Township for a period not to exceed six (6) months.
2. An employee on leave of absence without pay, except military leave, does not accrue vacation leave, sick leave, or any other benefits. No payments will be made to the pension system or health plan during this leave of absence unless the employee agrees to bear the costs. In that case, the rules of the carrier shall apply.
3. Employees are required to notify the Township Committee on the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without a notice shall be considered a voluntary resignation. Upon return, the employee shall be placed in the same rank and grade prior to said leave and shall be credited with the same seniority accrued prior to said leave.

## ARTICLE XI

### SICK LEAVE

- XI. 1. Each employee shall be granted sick leave as set forth in the schedule below:

Probationary: One (1) sick day per month worked/employed

Full-Time: Fifteen (15) paid sick days per year.

2. Sick days may be used for personal illness or when a member of the employee's immediate family or household is ill and requires the presence of the employee. An employee may be asked to submit acceptable medical evidence substantiating the need for sick leave if absent from duty for three or more consecutive days. In the event of the absence of an employee, the Officer in Charge of the Department or his designee shall be notified as soon as possible prior to his/her scheduled shift.
3. Unused sick days may be accumulated by an employee to a maximum of two hundred and sixty (260) days.
4. Unused sick days shall accumulate from year to year. Upon retirement, under the New Jersey Police and Fire System, the Township shall pay the employee the full amount of any unused sick leave accrued at the employee's prevailing rate of pay not to exceed **forty five days (45)**. This paragraph shall not prohibit an employee from using accrued sick days prior to his or her retirement. If sick leave is used in this manner it will be computed the same as if the employee has used the time annually toward time in service and pension.
5. The total number of sick days allocated shall be credited to each employee as of January 1<sup>st</sup> of each year. In the event that resignation or termination of an employee occurs during the calendar year, unearned sick leave, which has already been used by said employee, will be deducted from any final salary payment.
6. After three (3) consecutive days of sick leave used by an employee, a confirmation of illness from a qualified physician will be provided by the employee and at the employee's expense. The Township may request confirmation of illness from a qualified physician if abuse of sick leave is suspected or documented.
7. No paid sick leave shall begin to accumulate until after six (6) months of continuous employment.

ARTICLE XII  
PERSONAL DAYS

- XII. 1. Employees shall be entitled to three (3) days leave of absence per year with pay for personal business. Forty-eight (48) hours notice for said leave shall be given, except in cases of emergency, to the Officer in Charge of the Department or his designee. The Township reserves the right to deny requests for personal days as conditions warrant, but approval shall not be unreasonably withheld.
2. There shall be no accumulation of personal days.

## ARTICLE XIII

### VACATION

- XIII. 1. Each police officer shall be granted paid vacation as follows:
- A. One (1) week vacation for up to one year of service;  
(Five working days)
  - B. Two (2) weeks vacation for two (2) to five (5) years of service; (Ten working days)
  - C. Three (3) weeks vacation after (5) years of service;  
(Fifteen working days)
  - D. Four (4) weeks vacation at (15) years of service  
(Twenty working days)
2. To calculate years of service: if an employee was hired before June 30<sup>th</sup>, the employee receives credit for that year. If an employee was hired after June 30<sup>th</sup>, the employee does not receive credit for that year.
3. Vacation preference shall be determined on the basis of seniority and subject to the reasonable discretion of the Officer in Charge of the Department or his designee to assure adequate continuous services to the Township. Upon thirty (30) days' notice, a police officer shall be permitted to take up to the maximum vacation allotment for that employee for that year, if approved by the Officer in Charge of the Department or his designee, which approval shall not be unreasonably withheld. Additionally, upon forty-eight (48) hours notice, a police officer may, but need not, take up to one of the vacation days to which he is entitled, subject to the same approval.
4. Vacation shall be allowed to accumulate year to year up to a total of thirty five (35) days which an employee may carry. Upon written request the employee may receive payment at the current years straight time rate for 25% of their vacation time in lieu of using vacation time. An employee who wishes to take extended vacation, (over his allotted days for one year, to be taken at one time), must make written notification to the Officer in Charge of the department or his designee at least sixty (60) days prior to the beginning of that vacation period requested.
5. Vacation may not be taken in conjunction with, or consecutive to other leave without permission of the Township.

ARTICLE XIV

HOLIDAYS

- XIV. 1. For each year of this agreement, police officers shall be entitled to the following (14) paid holidays which will be included into the base salary and have regular pension deductions made:

NEW YEARS DAY  
MARTIN LUTHER KING DAY  
PRESIDENTS DAY  
GOOD FRIDAY  
EASTER SUNDAY  
MEMORIAL DAY  
FOURTH OF JULY  
LABOR DAY  
COLUMBUS DAY  
ELECTION DAY  
VETERANS DAY  
THANKSGIVING DAY  
DAY AFTER THANKSGIVING  
CHRISTMAS DAY

2. Hours worked on a holiday shall be compensated at the rate of one and one-half (1 ½) times the employees regular hourly rate which is computed by dividing the employees annual salary by 2,080 hours per year.
3. If additional holidays are declared for the other township employees, the police officers covered by this agreement shall receive the same in addition to the above listed days. Furthermore, officers shall receive an additional days pay, at straight time, for these additional holidays.
4. Compensation for holidays must be submitted on overtime forms or those designated by the head of the department during the pay period which the holiday falls.
5. Employees must work his/her scheduled shift before and scheduled shift after the holiday to earn the 1 ½ times compensation for the holiday worked. Vacation and personal time shall be excluded from the above. Un-excused sick days and comp days will be all that applies to this paragraph.

## ARTICLE XV

### INSURANCE PLANS

- XV. 1. The Township shall provide for the hospital and medical insurance, including major medical for all full time police officers and their families, at no cost to the police officers, under the current state health benefits plan or its equivalent.
2. The Township shall continue life insurance coverage for the police officers covered herein, at no cost to the officers, at the level of coverage in effect at the time of the execution of this agreement. Current life insurance coverage is set forth in schedule "B" attached hereto and made part thereof.
3. The Township shall continue police liability insurance coverage for its officers, at no cost to the police officers, at the level of coverage in effect at the time of the execution of this agreement. The level of liability insurance is set forth in Schedule "C", attached hereto and made part thereof.
4. The Township may exercise its right to change insurance carriers, so long as the coverages are equal to or higher than listed in this Agreement.
5. **One thousand dollars (\$1,000.00)**, per employee covered under this agreement, per year, will be allocated for dental, eye care and non-insurance covered medical expenses. Any unused portion of this allowance will be carried over to the next year and added to that year's allowance, with a maximum amount not exceeding **three thousand dollars (\$3,000.00)**. No payment shall be made unless the request is accompanied by a copy of the provider's bill or a copy of the receipt for goods or service.
6. Negotiations regarding medical, dental, eye care and/or prescription drug plans will be opened at the request of either party and may be attached to this agreement as an addendum, during the life of this agreement.

## ARTICLE XVI

### BARGAINING UNIT REPRESENTATIVE

- XVI. 1. Duly elected representative(s) of the bargaining unit who are police officers may enter Township facilities or premises at reasonable hours for the purpose of observing work conditions of their constituents or assisting in the adjustment of grievances. When the bargaining unit decides to have its representative(s) enter the Township facilities or premises, it will request such permission from the Officer in Charge of the Department or his designee and such permission will not be reasonably withheld.



## ARTICLE XVII

### POLICE OFFICER DEFINITIONS

- XVII. 1. Probationary Police Officer - shall serve in that status from the starting date of employment until the completion of one (1) year of service. All probationary police officers may be terminated at any time during that period for any reason by the Township.
2. Police Officer 3<sup>rd</sup> Class - An employee's status from completion of the probationary period to completion of two (2) years of service.
3. Police Officer 2<sup>nd</sup> Class - An employee's status from completion of two (2) years of service to completion of five (5) years of service.
4. Police Officer 1<sup>st</sup> Class - An employee's status from and after the completion of five (5) years of service.
5. Sergeant - An employee who is employed in a supervisory patrol position.

ARTICLE XVIII  
SALARIES AND WAGES

XVIII. 1. Base Salary: The base salary for each employee covered herein shall be as follows:

	2006	2007	2008	2009	2010
	4%	4%	4%	4%	4%
<b>Probationary</b>	<b>\$40,867</b>	<b>\$42,502</b>	<b>\$44,202</b>	<b>\$45,970</b>	<b>\$47,809</b>
<b>Patrolman 3<sup>rd</sup></b>	<b>\$47,436</b>	<b>\$49,333</b>	<b>\$51,306</b>	<b>\$53,358</b>	<b>\$55,492</b>
<b>Patrolman 2<sup>nd</sup></b>	<b>\$50,617</b>	<b>\$52,642</b>	<b>\$54,748</b>	<b>\$56,938</b>	<b>\$59,216</b>
<b>Patrolman 1<sup>st</sup></b>	<b>\$63,873</b>	<b>\$66,428</b>	<b>\$69,085</b>	<b>\$71,848</b>	<b>\$74,722</b>
<b>Sergeant</b>	<b>\$65,843</b>	<b>\$68,477</b>	<b>\$71,216</b>	<b>\$74,065</b>	<b>\$77,028</b>

XVIII. 2. Pay Periods: Pay periods will be bi-weekly and the base salary plus any earned overtime will be paid for that pay period.

XVIII. 3. Pay Week: The pay week shall be from 12:01am Saturday through midnight the following Friday.

XVIII. 4. On Call and Call In: Employees shall be required to be on call in emergency situations only. In the event that an employee is called in to work during other than regularly scheduled hours, ie back up assistance, off duty court, administrative appearances, police school, firearms qualifications, special training, etc..., he/she shall be guaranteed a minimum of four (4) hours pay at the rate of time and one-half (1 1/2).

XVIII. 5. Employees shall be permitted to voluntarily swap their tours of duty. Exchange of duty shall not be permitted if as a result overtime is incurred by the township.

## ARTICLE XIX

### LONGEVITY

- XIX. 1. In addition to the annual base salary, each employee shall be paid a longevity increment based upon years of experience from the date of hire in accordance with the following schedule. Disbursements will be made pro rata in regular paychecks with regular pension deductions made:
- A. Upon completion of five (5) years - 2% of base salary.
  - B. Upon completion of ten (10) years - 3% of base salary.
  - C. The longevity increment will be calculated as of the anniversary date.
2. Longevity is determined to be an incentive for employees to remain in the employ of the Township. Accordingly, the Township may raise the percentage of longevity increment at anniversary date of an employee, or at year end, at its discretion, for any or all employees covered herein, by recommendation of the Head of the Department.

ARTICLE XX  
OVERTIME

- XX. 1. Overtime shall be paid to any employee who is required to work in excess of his/her regularly scheduled tour of duty. Overtime shall be paid to any employee who is required to work on a regularly scheduled day off, or for any purpose stated below. Employees shall be compensated at the rate of one and one-half (1 ½) times his/her regular hourly rate. The hourly rate shall be determined by dividing the employee's annual base salary by 2,080 hours per year. For purposes of overtime payment, hours worked shall have been actual hours worked.
2. Employees shall not be paid overtime for hours worked as listed above, unless such overtime is approved and/or authorized by the Officer in Charge of the Department or his designee.
3. Employees covered by this Agreement shall be paid straight time for hours worked while in attendance or required court duties and during their regular tour of duty. Employees covered by this Agreement, who attend Court proceedings in conjunction with their official duties, will receive overtime pay if appropriate pursuant to paragraph XX. 1. Hours so worked shall be reported in accordance with Department policy and included, when so reported, with normal distribution of salary and wages. Employees shall wear their normal police uniforms when appearing in any court, when such appearance arises out of the performance of their duties.
4. Monetary compensation for overtime worked within any pay period shall be made within the pay period which immediately follows, provided said overtime is submitted in a timely fashion.
5. Employees may be required to attend four (4) departmental meetings during each calendar year without receiving compensation. Any meetings over the four (4) aforementioned shall be considered overtime and any employee attending such additional meetings shall be compensated, unless the meeting is held during his regular tour of duty. Employees must attend the departmental meetings unless excused by the Officer in Charge of the Department or his designee.
6. Overtime must be submitted on the forms approved for payment of overtime by the Township.
7. An employee called in for unscheduled overtime shall receive a minimum of four (4) hours overtime compensation.

8. An employee may, in lieu of overtime, take compensation in the form of time-off, at overtime rates (1 1/2). If an employee does not elect to take compensation time off, he will be paid at the overtime rate, which shall not include longevity increments.
  
9. When unscheduled overtime occurs, the overtime hours may first be offered to Part-time Patrolmen employed by the Township. If Part-time Patrolmen are not available to work the hours of unscheduled overtime those hours will be offered to full-time employees. Every effort will be made to fill the overtime hours with Township employees. An employee may not work more than sixteen hours in one twenty-four (24) hour period, except in emergency, and with the approval of the Township. At no time will shifts be unmanned by Township Police Officers except in instances where no Township Police Officers are available, at which time N.J.S.P. will be used to maintain coverage, until a Township Officer is available. This scheduling is the responsibility of the Officer in Charge of the Department.

ARTICLE XXI

DEATH IN THE FAMILY

- XXI. 1. Every employee covered by this Agreement shall be granted leave with pay upon the death of a member of the family. Each leave shall be taken between the day of death and up to and including the third day after the burial based upon the following schedule:
- A. In the event of death of a spouse, father, mother, brother, sister, son, or daughter, or other relative residing in the household, a maximum of five (5) working days.
  - B. In the event of death of an aunt, uncle, father-in-law or mother-in-law, a maximum of three (3) working days.
2. The times listed pertaining to this Article may be extended by the Township Committee. In the event the requested leave cannot be acted upon in a timely fashion by the township Committee, at the direction of the Public Safety Director or committee member in charge of the Police Department, the Head of the Department may extend the above listed times.

## ARTICLE XXII

### MISCELLANEOUS

- XXII. 1. Mileage Allowance: In the event an employee is required to use a personal vehicle for any business or activity related to this employment, the employee shall be compensated at the rate of twenty-five cents (\$0.25) per mile.
2. Out of Pocket Expenses: Upon receiving prior approval by the Officer in Charge of the Department or his designee, employees shall be reimbursed for out-of-pocket expenses such as tools, parking, meals and/or lodging, incurred in connection with the performance of official duties.
3. Bulletin Boards: The bargaining unit representing the officers of the Department shall have the exclusive use of a bulletin board at police headquarters for the posting of notices of interest to the constituents of the bargaining unit.
4. Military Leave: Military leave shall be provided in accordance with the applicable law.
5. Outside Employment: It is understood that full-time employees will consider their position with the Township as their primary employment. Any outside employment must not interfere with an employee's efficiency and his position as a police officer with the Township. An employee shall notify the Township of any outside employment. Notice shall be in writing to the Director of Public Safety or his designee and shall include the name and address of the outside employer, the nature of the employment and the work schedule. Any outside employment, where an officer will be working in uniform, shall be approved, in advance, by the Director or his designee; said approval shall not be unreasonably withheld.

6. Employment outside the department wherein Township equipment is used, ie, uniform, patrol car, etc. will be administered by the Township. Employment must be within the Township boundaries and employees must notify the Township Clerk of dates said outside employment will be performed. A base rate of fifty five dollars (55.00) per hour will be paid by the outside employer to the Township which will disburse to the employee who performed the outside work thirty five dollars (\$35.00) per hour. This disbursement will be subject to standard payroll deductions and shall be included in the normal pay period immediately following receipt of payment to the township from the said outside employer. Any work performed under this section will not be considered as time worked under the Department regular work schedule and shall not be part of base salary reported to the pension system.

7. Physical Examinations: Any physical examination, required by the Township, shall be conducted by the Township physician at the expense of the township.

8. Employees covered under this agreement will be paid a lump sum of \$120.00 (\$10.00 per month) for usage of their cellular phones for work related calls. The payment will be considered reimbursement and not as income. Payment will be made on or before January 30th of each year.





## ARTICLE XXIII

### COLLEGE INCENTIVE PROGRAM

XXIII. 1. The full costs of tuition (not to exceed Rutgers University's regular undergraduate per credit rates) and textbooks will be paid for by the Employer upon successful completion (C+ or a grade of Pass, unless + or - is not given) of any accredited college course leading to a degree in law enforcement, or criminal justice, or police science, within thirty (30) days following the submission of receipts of the same.

ARTICLE XXIV

TERM, RENEWAL AND ENDORSEMENTS

**XXIV. 1. It is hereby agreed by the parties that this agreement is effective January 1, 2006 and supersedes the previous agreement dated January 1, 2003 through December 31, 2005. This agreement shall remain in full force and effective until it is superseded by a new agreement between the parties. The length of this agreement shall be January 1, 2006 through December 31, 2010.**

2. It is further agreed that at any time during the life of this agreement that either party may, by letter to the other party, request reopening of negotiations regarding any provision of the agreement and that meaningful discussions will ensue regarding said reopening. Should renegotiations be opened they will be restricted to the provisions agreed upon by the parties and the remainder of the agreement will remain in full force and effect.

ENDORSEMENTS

Township of West Amwell

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Nancy Palladino, Committee Representative Date

West Amwell Township Police Officers

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Ptl.I John Ennis Jr., Representative Date

Witness

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**Lora Olsen, Clerk** Date