

AGREEMENT

BETWEEN

THE TOWNSHIP OF WEST AMWELL

AND

**THE LIEUTENANT OF POLICE
WEST AMWELL TOWNSHIP POLICE DEPARTMENT**

2006-2007-2008

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PREAMBLE

This AGREEMENT is effective retroactive to the 1st 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 Lieutenant of Police (hereinafter referred to as the "POLICE LIEUTENANT". This agreement represents the complete and final understanding on all bargainable issues between the Township and the Police Lieutenant and is designated to maintain and promote a harmonious relationship between the Township and the Police Lieutenant in order that continued efficiency and excellence in service be rendered by the officer in charge of the West Amwell Township Police Department.

The term of this Agreement is from January 1, 2006 through December 31, 2008.

ARTICLE I

RECOGNITION

- 1. The Township hereby recognizes the need for a agreement between the governing body and the Lieutenant of Police with respect to the terms and conditions of employment, rate of pay, benefits, hours of work and other mandatory conditions of employment.**
- 2. Nothing contained in this Agreement shall alter the authority conferred by State or Federal 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.**
- 3. Nothing contained in this Agreement shall be construed to deny or restrict the Police Lieutenant such rights as the Lieutenant may have under applicable law and rules and regulations.**

ARTICLE II

GRIEVANCE PROCEDURE

1. **DEFINITION:** The term “Grievance” as used herein means any controversy arising over the interpretation, or alleged violation of policies and administrative decisions affecting the terms and conditions of employment under this Agreement. A grievance may be raised by the Lieutenant of Police (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 Township Mayor/Director of Public Safety of the police department, who may conduct a hearing regarding the grievance at his discretion, and shall render a decision, in writing, within (15) days of his/her 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 policy and procedure, or statute, or ordinance, which has been allegedly been 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* , 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 it’s designee. The parties will meet within ten (10) days of this submission and the Township Committee or it’s designee, shall within five (5) days thereafter generate a written response.

C. **STEP THREE:** In the event the grievance is not resolved to the satisfaction of the grievant at *Step Two*, or in the event the Township Committee, has not served a timely response at *Step Two*, the within fifteen (15) days after the response set forth in *Step Two*, the grievant may notify the Township Committee or it's designee, in writing, of his intent to submit the grievance to the New Jersey Board of Mediation or the Public Employment Relations Commission for binding arbitration. If a 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 a mutually acceptable times and places. The grievant shall have at his request, may have a labor attorney or 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 parties, however, each party shall bear their own costs.
4. All grievance hearings scheduled in accordance with the provisions hereof shall be scheduled so as to avoid time off from regular scheduled shifts. However, in the event a grievant, or witness called by him/her, 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 the grievant or party participating in a grievance procedure or any member of the police department 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 as such hearing.

7. All time limits contained in this 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 III

UNIFORMS AND EQUIPMENT

1. ***Basic Uniform:*** The basic uniform and equipment for the Police Lieutenant shall be determined by the Township and provided by the Township. The Police Lieutenant shall receive the same uniform and equipment issue that is allowed to all other West Amwell Township Police Officers.

2. **UNIFORM CLEANING AND MAINTENANCE ALLOWANCE:**

A. The uniform cleaning and maintenance allowance for the Police Lieutenant shall equal that paid to the police officers of the West Amwell Township Police Department under their agreement with the Township, the allowance shall be paid on or before January 30th of each year. For purposes of this agreement the amount of eight hundred dollars (\$800.00) will be paid to the Police Lieutenant for the calendar years 2006, 2007 and 2008 this payment will be considered reimbursement, not income, therefore not subject to deductions.

B. The Township shall also provide for the replacement of the uniforms and equipment for the Police Lieutenant, when necessary, as a result of normal wear or damage in the line of duty.

C. The Police Lieutenant shall be entitled to be reimbursed the replacement costs of personal property/equipment, i.e. wrist watches, glasses, wedding band or other personal property/equipment, damaged or destroyed while acting in the performance of duty. The personal property shall be restricted to everyday normal items. Replacement reimbursement for the Police Lieutenant shall be equal to that granted to the police officers of the West Amwell Township Police Department under their Agreement with the Township.

ARTICLE IV

JUST CAUSE PROVISION

- 1. The Police Lieutenant shall not be disciplined, suspended, reduced in rank or compensation or discharged without just cause and in accordance with N.J.S.A. 40A:14-147**
- 2. Any matter not covered by N.J.S.A. 40A:14-147 shall be dealt with in accordance with Police Department Rules and Regulations.**

ARTICLE V

EMPLOYEE RIGHTS DURING INVESTIGATIONS

1. The wide ranging powers and duties given to the Police Department and the Police Lieutenant involve him in all manner of supervision of subordinate officers, contact and relationships with the public. Out of supervision and contacts with the public may come questions concerning his actions in certain situations. These questions may require investigation by the Mayor/West Amwell Township Police Director of Public Safety or other agents of the Township. In effort to ensure 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 the Police Lieutenant shall be at a reasonable hour, preferably when he is on duty. If it is required that he report to headquarters or any other location during off duty hours, he shall be compensated on a overtime basis 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 Police Lieutenant shall be informed of the nature of the investigation before any interrogation commences. This information must be sufficient to reasonably appraise the Police Lieutenant of the nature of the investigation. If the Police Lieutenant is to be questioned as a witness only, he shall so be informed at the initial contact.

C. The questioning shall be reasonable in length. Reasonable rest periods 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 Police Lieutenant shall be recorded mechanically and copies of the tapes shall be provided to him or his counsel upon written request. " OFF THE RECORD" questions shall be allowed with mutual consent only. All recesses called during the questioning shall be stated as such on the tape before stopping same, it will indicate the date and time the tape was stopped and the specific reason. 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.

The Mayor/Director of Public Safety or his/her designated agent will be responsible the integrity and the confidentiality of any tape(s) resulting from the interrogation involved in a investigation.

E. The Police Lieutenant shall not be subject to any abusive language, nor shall he be threatened with reduction in rank, dismissal, or any other disciplinary punishment. No promise or reward shall be made as a inducement to answering questions.

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

G. This article shall not preclude the Mayor/Director of Public Safety's right to question the Police Lieutenant relative to his or other department officers to their daily activities. Nothing herein shall be construed to deprive the Police Lieutenant, the Department or it's officers of the ability to conduct routine and daily operations of the West Amwell Township Police Department.

ARTICLE VI

LEGAL DEFENSE

1. The Township will provide legal defense for the Police Lieutenant in any action or legal proceedings arising out of or incidental performance of his duties pursuant to N.J.S.A.40A:14-155 as follows:

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

2. The Township's obligation to provide legal defense to the Police Lieutenant 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 employers obligation under paragraph 1 shall be deemed satisfied if it's insurance carrier enters a defense fund on behalf of the Police Lieutenant and furnishes counsel. However, if the carrier advises that the claim against the Police Lieutenant exceeds, or is excluded from it's coverage, then the Police Lieutenant may, subject to the prior consent and approval of the Township, select his own counsel for his defense, and the Township shall pay or reimburse all resulting legal fees and costs at a rate not to exceed the rate of the West Amwell Township Attorney, as agreed by the Township on annual rate of presentation by said Township Attorney. The consent of the Township shall not be unreasonably withheld and the consent must be addressed to the Police Lieutenant in writing and signed by the Township Mayor.

ARTICLE VII

UNPAID LEAVE OF ABSENCE

- 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. The Police Lieutenant on a leave of absence without pay does not accrue vacation, personal or sick leave. No payments will be made to the pension system during this leave of absence.**
- 3. The Police Lieutenant is required to notify the Township Committee on the anticipated date of return, as soon as such date is known. Failure to return on such date without a notice shall be considered and construed as a voluntary resignation. Upon return, the Police Lieutenant shall maintain his rank and grade prior to said leave and shall be credited with the same seniority accrued prior to said leave.**

ARTICLE VIII

SICK LEAVE

- 1. The Police Lieutenant shall be granted fifteen (15) sick leave days per calendar year.**
- 2. Sick days may be used for personal illness or when a member of the immediate family or household is ill and requires assistance. The Police Lieutenant may be asked to submit acceptable medical evidence substantiating the need for sick leave if absent from duty for three or more consecutive days. The Police Lieutenant will notify the officer on duty in the event of his absence.**
- 3. Unused sick leave time may be accumulated by the Police Lieutenant up to a maximum of two hundred sixty (260) days.**
- 4. Unused sick days shall accumulate from year to year. Upon retirement, under the New Jersey Police and Fire Retirement System, the Township shall pay the Police Lieutenant the full amount of any unused sick leave accrued at the Police Lieutenant's prevailing rate of pay, not to exceed forty (40) days. This paragraph shall not prohibit the Police Lieutenant from using accrued sick days prior to his retirement. If sick leave is used in this manner, it will be computed the same as if he had used the time annually toward time in service and pension.**
- 5. The total number of sick days allocated shall be credited as of January 1 st of each calendar year. In the event that resignation or termination occurs during any given calendar year, unearned sick leave, which has already been utilized will be deducted from any final salary payment.**
- 6. After three (3) consecutive days of sick leave used by the Police Lieutenant a confirmation of illness from a certified physician will be provided and at his own expense. The Township may request confirmation of illness from a qualified physician if abuse of sick leave is suspected.**

ARTICLE IX

PERSONAL LEAVE DAYS

- 1. The Police Lieutenant shall be entitled to three (3) personal leave of absence days with pay per calendar year.**
- 2. There shall be no accumulation of personal days.**

ARTICLE X

VACATION LEAVE

- 1. The Police Lieutenant shall be entitled to twenty (20) days paid vacation leave per calendar year.**

- 2. 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 to the Township the employee may receive payment at the current straight time rate for 25% of the vacation time in lieu of using vacation time. If the Lieutenant wishes to take extended vacation (over his allotted days for one year, to be taken at one time), he must make written notification to the Township at least sixty (60) days prior to the beginning of that vacation period requested.**

- 3. Vacation may not be taken in conjunction with, or consecutive to other leave without first obtaining permission from the Mayor/Director of Public Safety.**

ARTICLE XI

HOLIDAYS

- 1. The Lieutenant will be entitled to 14 paid holidays in which a check will be paid annually during the duration of this agreement on the final pay period in December of each year. The 14 holidays will be paid at the years current straight time rate minus taxes and other mandatory deductions. The 14 holidays are as follows;**

**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 (1.5) times the hourly rate of the Police Lieutenant.**

ARTICLE XII

INSURANCE PLANS

- 1. The Township shall provide for hospital and medical insurance, including major medical for the Police Lieutenant and his family, at no cost to the Police Lieutenant, under the current State Health Benefits Plan or equivalent.**
- 2. The Township shall continue life insurance coverage for the Police Lieutenant that is covered herein, at no cost, at the level of coverage in effect at the time of the execution of this agreement.**
- 3. The Township shall continue police liability coverage for the Police Lieutenant, at no cost, at the level of coverage in effect at the time of the execution of this agreement.**
- 4. The Township may exercise its right to change insurance carriers, as long as the coverage enumerated in this Agreement are maintained at their equivalent levels.**
- 5. The Police Lieutenant shall be afforded any other insurance of any type that are provided to the West Amwell Township Police Officers per their Agreement with the Township.**

ARTICLE XIII

SALARIES AND WAGES

1. BASE SALARY

A. The Base salary for the Lieutenant of Police shall continue to maintain a minimum of Five Thousand Five Hundred (\$5,500.00) above the rank of Patrolman First Class/final step for the years covering this agreement. The salaries covering 2006,2007 and 20085 are listed below based on four percent (4%) increases each year as granted to the patrol officers in their agreement.

<u>JANUARY 2006</u>	<u>JANUARY 2007</u>	<u>JANUARY 2008</u>
\$69,593.00	\$ 72,377.00	\$75,272.00

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

3. **HOURS/PAY WEEK:** The Lieutenant of Police will work at schedule of Monday through Friday 7:00 a.m. to 3:00 p.m.. Pay period will begin at 12:01 a.m. Saturday through Midnight on the following Friday.

4. **ON CALL/CALL BACK TO DUTY:** In the event the Police Lieutenant is called into work during other than regularly scheduled hours, i.e back up assistance to other West Amwell Township Police Officers, Command for critical incidents, off duty court appearances (municipal, county, state and civil courts), administrative functions, meetings, in service training, police related speaking presentations, firearms qualifications, special training and any other police function that requires the presence of the Lieutenant of Police, he shall be guaranteed a minimum of four (4) hours pay at the rate of 1.5 hours . The Police Lieutenant may opt to take compensatory time, per call out or functions as listed above at a rate of six (6) compensatory time hours per event.

ARTICLE XIV

LONGEVITY

- 1. In addition to the annual salary of the Lieutenant of Police, he shall be paid longevity increments for each year covering this agreement (2006,2007, 2008). The longevity shall be three percent (3%) of his base salary. Disbursement will be made in one annual check on the last pay period in November of each year. Regular deductions including pension will be taken from this check.**
- 2. The yearly longevity increases are reflected on the base salary page, (page 17, ARTICLE XIII).**

ARTICLE XV

OVERTIME

- 1. Overtime shall be paid to the Police Lieutenant when he is required to work in excess of his regularly scheduled tour of duty. Overtime shall be paid when he is required to work on a regularly scheduled day off, or for any purposes stated below. The Police Lieutenant shall be paid an overtime rate of time and one half (1.5) times his regular hourly rate.**
- 2. Monetary compensation for overtime worked within any pay period shall be made within the pay period which immediately follows, overtime will be submitted on the West Amwell Township Police Department overtime sheet.**
- 3. The Police Lieutenant will conduct four (4) departmental meetings each calendar year without receiving compensation. Any meeting required after the four(4) afformentioned shall be considered overtime unless the meeting occurs on his shift. Any police department meetings in addition to the four (4) during the calendar year will be justified in writing to the Mayor/Director of Public Safety and approval must be granted prior to the meeting being held. Police department meetings of “ emergency” nature will only be conducted after first making notification and receiving approval from the Mayor/Director of Public Safety.**
- 4. Overtime will be paid to the Police Lieutenant in excess of his regularly scheduled shifts, overtime will include, being called into duty to back up other department officers, critical incidents, weather emergencies, natural disasters, suspicious deaths, fatal motor vehicle accidents, police vehicle accidents, internal investigations, assist with arrest's, conduct breathalyzer tests on suspected D.W.I. suspects, municipal, county, state and civil court testimony, mandatory Township meeting appearances, police programs In service training and any other activity/incident which requires police command presence.**
- 5. The Police Lieutenant will be paid a minimum of four (4) hours overtime compensation (as indicated in ARTICLE XIII, page 17) for any time he is called into duty on his scheduled time off. The Police Lieutenant reserves the right to take compensatory time in lieu of monetary compensation at the rate of time and one half (1.5 hours) per hour worked.**

ARTICLE XVI

DEATH IN THE FAMILY

1. The Police Lieutenant shall be granted leave with pay upon the death of a member of his family. Each leave shall be taken between the day of death up to and including the third day after burial based upon the following schedule:

A. In the event of the 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 the death of a aunt, uncle, first cousin, father-in-law or mother-in-law, a maximum of three (3) working days.

2. The times listed pertaining to his Article may be extended by the Township Committee. In the event the requested leave cannot be acted upon in a timely fashion, leave may be granted by the Mayor/Director of Public Safety.

ARTICLE XVII

DENTAL, EYE GLASS, UNINSURED MEDICAL REIMBURSEMENT

1. The Lieutenant of Police will be reimbursed a maximum of one thousand dollars (\$1,000.00) each year for dental, eye care and non insured medical expenses. Any unused portion of this allowance will be carried over to the next year and added to that years allowance, with a maximum amount not exceeding three thousand dollars. No payment shall be made unless the request for payment is accompanied by a copy of the providers bill or a copy of the receipt for goods and/or services rendered.

ARTICLE XVIII

USE OF PERSONAL CELLULAR TELEPHONE REIMBURSEMENT

- 1. The Police Lieutenant is on call 24 hours a day, 365 days a year. Often times while on patrol, at the scene of a incident or for contacting a telephone number that is has been placed on his pager the Police Lieutenant's personal cellular telephone is utilized as the fastest way of making contact with the Hunterdon County Dispatch Center or to speak to a patrol officer at police headquarters.**
- 2. The Township agrees to reimburse the Police Lieutenant ten dollars (\$10.00) per month at a total of one hundred twenty dollars (\$120.00) in a lump sum per year for the use of his personal cellular telephone for police business. The payment will be considered reimbursement and not as income. Payment will be made on or before January 30th of each year.**

ARTICLE XIX

COLLEGE INCENTIVE PROGRAM

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

ARTICLE XIX

MISCELLANEOUS

1. **MILEAGE ALLOWANCE:** In the event the Police Lieutenant is required to utilize his personal vehicle for any business or activity related to the Township of West Amwell, he shall be compensated at the rate that is agreed upon by the West Amwell Township Police Officers in their Agreement with the Township covering the duration of their Agreement for calendar years, 2006, 2007 and 2008.
2. **OUT OF POCKET EXPENSES:** Upon receiving prior approval from the Mayor/Director of Public Safety or his/her designee, the Police Lieutenant shall be reimbursed for out-of-pocket expenses such as tools, parking, meals, and lodging, incurred in connection with the performance of his duties.
3. **OFF DUTY JOBS:** Employment outside of the department, wherein Township equipment is utilized, i.e. uniform, patrol unit, insurance covering injury, liability insurance etc. , will be in accordance with the Agreement between the West Amwell Township Police Officers and the Township covering the duration of their Agreement for calendar years, 2006,2007 and 2008.
4. **PHYSICAL EXAMINATION:** The Police Lieutenant will submit yearly to a physical examination including, but not limited to a medical physical, blood work and cardiogram to determine his fitness for duty. The examination will be at the expense of the Township.

ARTICLE XX

TERM, RENEWAL AND ENDORSEMENTS

1. It is hereby agreed by the parties of this Agreement retroactive to the 1st of January 1, 2003. This Agreement shall remain in full force and effect until it is superceded by the Agreement between parties. The length of this Agreement shall be from January 1, 2006 through December 31, 2008.

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 any provision of this agreement and that meaningful discussions ensue regarding said reopening. Should discussions be opened they will be restricted to the provisions agreed upon by both parties and the remainder of the Agreement will remain in full force and effect.

ENDORSEMENTS
TOWNSHIP OF WEST AMWELL

BY: _____
MAYOR THOMAS MOLNAR.

DATE

LIEUTENANT OF POLICE

LIEUTENANT STEPHEN J. BARTZAK

DATE

WITNESS

LORA OLSEN, C. M.C.

DATE