

# **AGREEMENT**

***BETWEEN***

**THE TOWNSHIP OF WEST AMWELL**

***AND***

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

**2011-2012**

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## **PREAMBLE**

This AGREEMENT is effective retroactive to the 1<sup>st</sup> of January 2011 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, 2011 through December 31, 2012.

## **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 its designee. The parties will meet within ten (10) days of this submission and the Township Committee or its 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 30<sup>th</sup> of each year. For purposes of this agreement the amount of nine hundred dollars (\$900.00) will be paid to the Police Lieutenant for the calendar years 2011 and 2012, this payment will be considered reimbursement, not income, therefore not subject to deductions.
  
  - B. The Township shall also provide the Lieutenant a Uniform Allowance of seven hundred dollars (\$700.00) by May 31<sup>st</sup> or adoption of the Municipal budget, which ever comes last. This will be considered a reimbursement, not income, therefore not subject to deductions.
  
  - C. The Police Lieutenant shall be entitled to be reimbursed for 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 will not exceed two hundred dollars (\$200.00) per item.

## 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.

H. Anytime the Lieutenant is involved in a critical incident in the line of duty which is defined as a shooting, near death experience, policing of fatal traffic crashes, or other situations involving significant human suffering, he has the right to immediate medical treatment, psychological treatment, and consultation with counsel, and a reasonable amount of time to give his report or account of the incident. Nothing in this clause is intended to hamper an investigation or incident and a timely report by the Lieutenant.

## 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 fifty (50) 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.
3. There shall be no payment for unused personal days upon resignation or retirement.



## **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 the Police Lieutenant may carry. Upon written request to the Township the Lieutenant 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 Township Committee.

## 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 first 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.
3. If holidays are declared for the other township employees, the Lieutenant shall receive the same in addition to the above listed days. Furthermore, the Lieutenant shall receive an additional days pay, at straight time, for these additional holidays.
4. Compensation for holidays must be submitted on overtime forms during which the pay period falls.

## ARTICLE XII

### INSURANCE PLANS

1. The Township shall provide for hospital and medical insurance, including major medical for the Police Lieutenant and his family, under the current state health benefits plan or its equivalent. The Lieutenant shall contribute a minimum of 1.5 % of his base salary toward healthcare coverage.

If the Lieutenant is critically disabled or killed in the line of duty, medical attention and/or grief/trauma counseling will be made immediately available to the Lieutenant and his family. In addition, if the Lieutenant is disabled in the line of duty and receives a disability pension or is killed in the line of duty, the Township will continue medical coverage at the current level for the Lieutenant and eligible dependents.

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 salary covering 2011 is based on a 0 percent increase and the year 2012 a 2percent increase.

JANUARY 2011

\$81,414.00

JANUARY 2012

\$83,042.00

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 (2011 and 2012). 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.

## **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 Township Committee 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 Township Committee.
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, father in law, mother in law, daughter, step child or other relative residing in the household, a maximum of five (5) working days.

B. In the event of the death of a grandparent, aunt, uncle, first cousin, 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, leave may be granted by the Mayor/Director of Public Safety or committee member in charge of the Police Department.

## 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

### CELLULAR TELEPHONE PROVISION

1. The Township agrees to provide the Lieutenant with a cellular telephone to be utilized for Township Police Department business.

## **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, 2011 and 2012.
  
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, social security payments, liability insurance etc. These jobs include off duty traffic control for construction companies, uniformed security at school events (if not covered by overtime) other in township security details requested by legitimate businesses above and beyond the responsibility of the Township of West Amwell to provide on duty officers. Traffic control jobs can extend into adjoining municipalities such as Lambertville City, Delaware, Raritan and Hopewell Township's. The following fee schedule will be in effect for the duration of this agreement. The entity that services were provided for by the Lieutenant of Police will be billed the following, seventy dollars (\$70.00) per hour. Twenty dollars (\$20.00) per hour will be retained by the Township of West Amwell for administrative fee's, insurance, etc., fifty fifty dollars (\$50.00) per hour will be paid to the Lieutenant. The entity will be contractually responsible to make notification to the Lieutenant at least two hour (2) prior to the commencement of the detail if a cancellation is necessary or be responsible for two hours (2) of compensation. Payment will be made directly from the entity services were provided to, to the Townships Chief Financial Officer. It will be the responsibility of the Lieutenant to submit the OFF DUTY TRAFFIC/SECURITY DETAIL payment slip to the CFO and make all previous arrangements with the entity to ensure proper funds have been forwarded to the Township for this payment.
  
4. PHYSICAL EXAMINATION: The Police Lieutenant may 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.

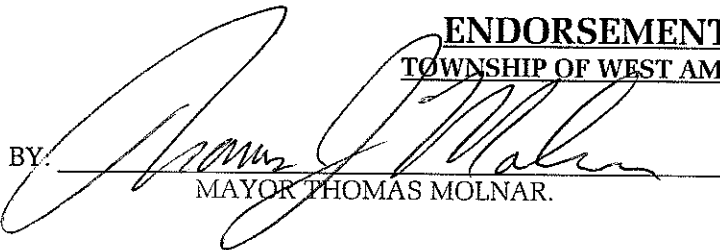
**ARTICLE XX**

**TERM, RENEWAL AND ENDORSEMENTS**

1. It is hereby agreed by the parties of this Agreement retroactive to the 1<sup>st</sup> of January 1, 2011. 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, 2011 through December 31, 2012.

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.

8/22/11  
DATE

**LIEUTENANT OF POLICE**

  
LIEUTENANT STEPHEN J. BARTZAK

8/24/2011  
DATE

**WITNESS**

  
LORA OLSEN, TOWNSHIP CLERK

8/24/2011  
DATE