

**AGREEMENT**

**WHARTON BOROUGH POLICE DEPARTMENT**

**AND**

**BOROUGH OF WHARTON**

---

**JANUARY 1, 2003 THROUGH DECEMBER 31, 2005**

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## PREAMBLE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the BOROUGH OF WHARTON, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer", and WHARTON BOROUGH POLICE DEPARTMENT, hereinafter referred to as the "FOP".

WHEREAS, the Employer and the FOP recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to both parties.

NOW, THEREFORE, it is agreed as follows:

### ARTICLE I - RECOGNITION

- A. The Employer hereby recognizes the FOP as the exclusive collective negotiation agent for all patrolmen and sergeants in the Police Department of the Employer.
- B. The title "policeman" or "police officer" shall be defined to include the plural as well as the singular, and to include males and females.
- C. All the terms, covenants and conditions herein contained shall inure to the benefit of and bind the respective parties hereto, their respective legal representatives, successors and assigns.

### ARTICLE II - ASSOCIATION REPRESENTATIVES

- A. The Employer recognizes the right of the FOP to designate representatives within the Department and alternates for the enforcement of this Agreement.
- B. The FOP shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

C. The authority of the representatives and alternates so designated by the FOP shall be limited to, and shall not exceed, the following duties and activities:

(1) The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.

(2) The transmission of such messages and information which shall originate with, and are authorized by, the FOP or its officers.

**ARTICLE III - EXISTING LAW**

A. The provisions of this agreement shall be subject to and subordinate to, and shall not annul or modify, existing applicable provisions of State or Federal Laws.

**ARTICLE IV – SALARIES**

	2003	2004	2005
SERGEANT	74,726	78,275	81,798
STEP # 6	69,971	73,295	76,593
STEP # 5	65,642	68,760	71,854
STEP # 4	61,315	64,227	67,118
STEP # 3	55,517	58,154	60,771
STEP # 2	50,072	52,450	54,811
STEP # 1	44,626	46,746	48,849
PERMANENT	40,599	42,527	44,441
PROBATIONARY	36,575	38,312	40,036

A. The length of time to achieve the steps is a period of one full year from the date of employment. The position of Sergeant is only upon promotion and appointment by the governing body.

B. A Detective Bureau stipend shall be provided in the amount of \$2000.00 per annum to all employees covered herein assigned to the Detective Bureau.

C. Each step in the salary guide beginning with the year 2003 and continuing for the term of the agreement will be adjusted to include holiday compensation to be part of the employee's base pay. This adjusted base salary shall be certified by the Borough Chief Financial Officer (CFO), as the employee's annual base salary to be reported to the State Pension.

#### **ARTICLE V - HOURS AND OVERTIME**

A. The normal work day shall be eight (8) hours which shall include appropriate meal and rest periods pursuant to past practice. The normal work week shall not be more than forty (40) hours in any consecutive seven (7) day period. There shall be a minimum of sixteen (16) hours between consecutive tours of straight time work.

B. For time worked in excess of forty (40) hours per week, each officer shall receive time and one-half in cash or compensatory time at the option of the employee. Overtime on a normal work day shall be paid after thirty-one (31) minutes.

C. Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of four (4) hours work or pay in lieu thereof, provided that the employee has worked or will have worked at least forty (40) hours in the work week. Vacation, sick, personal, and compensatory time will apply to the calculation of the forty (40) hours.

D. An employee shall be entitled to a call-out guarantee of 2 hours at time and one-half minimum for Municipal Court appearance.

E. If the Chief of Police determines that a twelve (12) hour work schedule is in the best interest of the Police Department and the Borough of Wharton, Appendix A of this agreement shall apply. Appendix A, shall remain in effect so long as the Police Department

remains on a twelve (12) hour work schedule.

#### **ARTICLE VI - PRIORITY FOR OVERTIME**

**A. Overtime for regularly scheduled shifts and details will be offered to regular full-time employees of the Department first, in an order of preference based upon a rotating seniority roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interests of the Borough to bypass an employee or employees on the seniority list.**

**While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee or employees must become next on the list for the purpose of the overtime roster. The purpose of this clause is to equalize overtime among employees and same shall not be defeated by the Borough's selection of special persons for special details as set forth herein.**

**Such overtime will be offered to persons other than full-time employees only if it has first been refused by each member on the seniority roster aforementioned.**

**B. With regard to what is commonly known as "school details" it is agreed that the Borough will attempt to obtain at least one full time employee of the Police Department to work said detail and will make an offer of such detail to the regular full-time employees to set up their own roster for school details and other special events.**

## **ARTICLE VII – CLOTHING ALLOWANCE / BALLISTIC VESTS**

A. Each employee shall receive from the Employer the total sum of \$1,400.00; in 2003, \$1,450.00; in 2004 and \$1,500.00; in 2005, as a clothing allowance and clothing maintenance allowance payable 50% paid the first pay period in January with the balance to be paid in the first pay period of April.

B. This payment shall be made to plainclothes as well as uniformed employees.

C. If the Employer decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items unless the changed items are at the request of the FOP.

D. Any item or items of an employee's uniform or equipment required in his capacity as a police officer which may be damaged as a result of a single violent episode involving a third person during the course of his duties shall be replaced at the expense of the Borough.

E. In the event the Borough shall provide for the purchase and maintenance of uniforms, the clothing and maintenance allowances currently provided for in this section shall be eliminated.

F. The Employer shall provide for the purchase of ballistic vests as needed.

## **ARTICLE VIII – PERSONAL DAYS**

A. Each employee shall receive three (3) annual personal days.

## **ARTICLE IX - EMERGENCY LEAVE, COMPENSATORY TIME AND LEAVE**

Emergency leave of three (3) days from the day of death or funeral shall be granted without loss of pay for death in the immediate family of the employee. Immediate family includes spouse, child, mother, father, brother, sister and grandparents of employee or spouse.

## **ARTICLE X - MOTOR VEHICLE REIMBURSEMENT**

Any policeman using his own motor vehicle on official police business with the approval of the Chief of Police will be compensated at the current rate allowed by the Internal Revenue Service. The policeman shall be reimbursed for parking fees and tolls upon presentation of receipt.

Any policeman who is required to work overtime on police-related business shall be provided twelve dollars and fifty cents (\$12.50) per meal as allowance upon presentation of a receipt.

Any policeman who is required to attend an out of county school shall be allowed compensation time based on the actual travel time, each way, starting at Wharton Borough Police Headquarters with no hour limitation.

## **ARTICLE XI - LONGEVITY**

In addition to the regular base pay of the employee, as is established under this Agreement, a member of the Police Department shall be entitled to one (1%) percent of the employee's base annual salary per year for each five (5) years of completed service. Longevity accrued under this Agreement shall be included in the employee's periodic paycheck. Placement on the longevity schedule shall be determined in accordance with anniversary date.



## **ARTICLE XII - MEDICAL COVERAGE AND INSURANCE BENEFITS**

A. The Employer shall provide enrollment in the New Jersey State Health Benefits Program as well as Major Medical and Rider J coverage for employees and their families. Current coverage shall be continued.

B. **Benefits After Disability Retirement and Benefits to Widows and Dependents:** Police Officers forced to retire due to a disability incurred in the line of duty shall be entitled to hospitalization in accordance with the standard policy in effect for other Police Officers, for himself, his wife and dependents as follows:

1. Upon an officer's death in the line of duty, his widow shall continue to receive hospitalization benefits in accordance with the policy in effect for other officers until her death or such time as she remarries.

2. Upon an officer's death in the line of duty, all other dependents shall continue to receive hospitalization coverage until their 18th birthday or until the widow remarries, whichever comes first. If the dependent is deemed to be physically or mentally disabled, the hospitalization in effect for other officers shall continue until his or her death.

C. **Hospitalization After Retirement:** If any Police Officer retires because of age or length of service, he will have the option of continuing coverage of hospitalization insurance benefits as provided for other police officers, if he reimburses the Borough for premiums incurred in advance on a monthly basis.

D. The Employer shall permit FOP representatives to review current liability policies.

E. The Borough has the right to change insurance carriers or institute a self-insurance program so long as the same or

substantially equivalent benefits are provided.

F. The Borough shall provide the member of the Police Department with Dental Insurance in the event and on the same terms such is offered to all other full time employees of the Borough.

G. The Borough shall provide the member of the Police Department with Long Term Disability Insurance in the event and on the same terms such is offered to all other full time employees of the Borough.

### **ARTICLE XIII - SICK TIME**

A. All full time members of and within the bargaining unit shall be granted fifteen (15) days of sick leave per year. Sick days which are not used during a calendar year shall be carried forward and shall accumulate from year to year in a sick leave bank.

B. To qualify for payment while absent on sick leave, each employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge two hours before the commencement of his scheduled tour of duty on afternoon or evening tours and one hour before the commencement of his scheduled tour of duty on morning tours. Said notice shall state the nature of the cause of the absence from duty. Shorter notice shall be permitted in exceptional circumstances which shall be reviewed on a case-by-case basis with final determination by the Chief of Police. An employee who is absent without such notification shall be charged with an unpaid day for each day of absence and will be subject to appropriate disciplinary action.

C. An employee absent for more than three (3) consecutive days may be requested to submit acceptable medical evidence substantiating the illness if reasonably requested by the Borough.

D. At retirement an employee shall be paid for all of his/her

accumulated sick days at his/her then current daily rate with a maximum payment of fifty (50) days pay. The maximum dollar payment for accumulated sick days shall not exceed \$10,000 dollars.

E. Upon separation, other than termination for cause, an Officer shall be entitled to sick time accumulated only to the date of separation.

F. A departing officer, to receive accumulated sick time as a lump sum upon leaving, must provide the Borough with notice of intent to leave before January 30 in the year in which departure is planned. Failure to provide such notice will entitle the Borough to defer payment to the Officer until the next budget year.

#### **ARTICLE XIV - WORK INCURRED INJURY**

A. When an employee covered under this Agreement suffers a work-connected injury or disability the Borough shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Mayor and Council may reasonably require the said employee to present such certificates from time to time.

C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability. Such findings by the Division of Worker's Compensation or by the final decision of the

last reviewing court shall be binding upon the parties.

D. For the purposes of this Article, injury or illness incurred while the employee is attending an Employer-sanctioned training program shall be considered in the line of duty.

E. In the event a dispute arises as to whether an abuse shall be computed or designated as sick leave or an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

G. Employees who are injured, whether slightly or severely, while working must make an immediate report to his supervisor or Department Head within a reasonable time period after they knew or should have known of the injury.

## **ARTICLE XV - VACATIONS**

Section 1: Each full time employee of the Police Department subject to the terms of this Agreement shall enjoy the following vacations benefits:

(a) Less than one year, five-sixths days vacation effective the first of the month following the month of employment.

(b) First year through fifth year, one day per month, not to exceed ten (10) working days per year.

(c) Sixth year through tenth year, fifteen (15) working days per year.

(d) Eleventh year through twentieth year, twenty (20) working days per year.

(e) Twenty years and over, twenty-five (25) working days per year.

## **ARTICLE XVI - GRIEVANCE PROCEDURE**

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the complaints occurring under this Agreement, the following procedure shall be used. A grievance may be brought by an employee or group of employees covered by this Agreement or the FOP.

For the purpose of this Agreement, the term "Grievance" means any complaint, difference or dispute between the Borough and any employee with respect to the interpretation, application, or violation of any of the provisions of the Agreement, any rule or regulation of the Department, or any administrative decision affecting them.

The procedure for settlement of grievances shall be as follows:

(a) **STEP ONE**

In the event that an employee covered by this Agreement has a grievance, within five (5) calendar days of the occurrence of the event being grieved the employee shall discuss it informally with his immediate superior. The supervisor shall decide the grievance within five (5) calendar days after the grievance is first presented to him.

(b) **STEP TWO**

If no satisfactory resolution of the grievance is reached at Step One, then within five (5) calendar days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within five (5)

calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the next ranking officer in charge of the department for determination.

(c) **STEP THREE**

If the grievant wishes to appeal the decision of the Chief of Police (or the supervisor in charge if the Chief is absent), it shall be presented in writing to the Employer's governing body or its delegated representative, within five (5) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body or its delegated representative may give the grievant the opportunity to be heard and will give his decision in writing within twenty (20) calendar days of receipt of the written grievance.

(d) **ARBITRATION**

1. If no satisfactory resolution of the grievance is reached at Step Three, then within twenty (20) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of PERC. The decision of the arbitrator shall be in writing and shall include the reasons for such decision, which shall be final and binding upon the parties. Any other expense, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

2. The arbitrator shall have no authority to add to or subtract from the Agreement.

3. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Borough's governing body or its representative on the grievance.

4. Employees covered by this Agreement shall have the right to process their own grievance, with or without an FOP representative, or may select a representative of their own choosing.

5. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

A failure to respond to any level within the time limits provided shall be deemed a denial of the grievance at that step.

#### **ARTICLE XVII - DATA FOR FUTURE BARGAINING**

The parties agree to make available to each other all relevant data the other may require to bargain collectively. This clause shall not include work product or privileged communications.

The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough employee groups, the cost of various insurance and other programs, information concerning overtime worked by employees, total number of sick leave days utilized by employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty, and other data of similar nature. Any work product or work prepared specifically for negotiation shall be excluded from this clause.

#### **ARTICLE XVIII - PERSONNEL FILES**

A personnel history file shall be established and maintained for each employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

Any member of the Police Department may at any time review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer's actions is to be placed in his personnel file, a copy shall be made available to him, and he

shall be permitted to place said rebuttal in his file within a reasonable period of time that he learns of the copy in his file and initials such copy or he shall waive his right to rebut.

All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate discipline.

#### **ARTICLE XIX - BULLETIN BOARD**

The Employer will supply one bulletin board for the use of the FOP to be placed in a conspicuous location. The bulletin board shall be for the use of the FOP for the posting of notices and bulletins pertaining to FOP business and activities or matters dealing with the welfare of employees.

No matter may be posted without permission of the officially designated FOP representative.

Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

#### **ARTICLE XX - AGENCY SHOP**

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within the ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the



amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The FOP shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon official written representations submitted by the designated representative of the FOP to the Borough.

#### **ARTICLE XXI - REPLACEMENTS**

- A. No full time employee covered by this Agreement shall be replaced by any non-police, part time or other personnel.
- B. No post presently filled by a full time employee covered by this Agreement shall be filled by any non-police, part time or other personnel.

#### **ARTICLE XXII - TRAINING PAY**

- A. The employer agrees to compensate all employees covered by this Agreement at the straight time rate in compensatory time off for attending state mandatory training courses and at time and one-half (1 1/2) the straight time rate in compensatory time off for attending police related training courses which are beyond the employee's normal tour for a day or work week.

1) Straight Time Training Examples: Firearms, Vehicle Pursuit, Use of Force, Domestic Violence, Blood Borne Pathogens, Bias Incidents, Breathalyzer Refresher, Radar Refresher, PR-24 Refresher, DARE Refresher.

2) Time and One Half Training Examples: CPR, DARE (Basic), TOP GUN, First Aid, Breathalyzer (Basic), Supervision, E.M.T. Training, Any schools listed above and not related to re-certification.

If attendance of such training requires the employee to be out of Wharton, then the Employer shall provide a meal allowance, not to exceed twelve dollars and fifty cents (\$12.50) per meal period covered.

B. The Employer agrees to compensate an employee instructor at the time and one-half rate in compensatory time while instructing other Borough employees in police-related training courses.

C. A stipend shall be provided in the amount of \$1500.00 per annum to all employees covered herein that maintain E.M.T.-D certification.

## ARTICLE XXIII - SCHOOLING AND EDUCATION

The Employer agrees to continue to provide an educational incentive program. The educational incentive program provides that any police officer covered herein shall be paid fourteen (\$14.00) dollars per credit for credits satisfactorily completed in any accredited police science curriculum offered by an institution of higher learning, which payment shall be cumulative from year-to-year.

A. The Employer agrees, as set forth in the Chapter Three, Section 8.2 of the Revised General Ordinances of the Borough of Wharton, as follows:

3-8.2 Education. Recognizing the fact that well-trained

and schooled personnel contribute to the betterment of the Borough, the Mayor and Council have established the following policy:

a. **Expenses.** The Borough will reimburse tuition costs, textbook costs, reasonable travel expenses as required by the course, upon receipt of passing grade certification from the educational institution.

b. **Required Courses.** The Borough will pay all costs for those courses required by the Borough, State or Federal Governments.

c. **Eligibility.** All employees are eligible provided that:

1. The employee completes one year of employment with the Borough, except for courses not in paragraph b above.

2. Courses related directly to their job classification.

3. Courses necessary to obtain a high school diploma or equivalency certificate. The Mayor and Council approve, in advance, by resolution all requests for benefits allowed under this subsection.

d. **College Credits for Police Officer.** The Borough shall pay any police officer for college credits, at the rate agreed upon through collective bargaining, in clusters of six credits earned for police related studies. Such moneys shall be paid annually on January 1 of the next applicable year. Requests for such payment shall be accompanied by an official transcript of the educational institution.

- B. Payment is limited to courses taken only while the Officer is a member of the Borough's Police Department.**
- C. The Officer shall notify the Chief of Police immediately upon enrollment in any eligible course. Failure to provide adequate notice of enrollment will permit the Borough to delay reimbursement to the next budget year.**
- D. The Borough of Wharton agrees to provide compensation to any police officer for college degrees obtained prior to employment with the Borough in the next consecutive agreement between the Borough and the Wharton Police Department. See Appendix B.**

#### **ARTICLE XXIV - OUTSIDE DETAILS**

- A. All outside details shall be subject to the approval of the Chief of Police.**
- B. Once a request for Police Services has been approved by the Chief of Police, the assignment of police personnel shall be made in accordance with Article VI of this Agreement.**
- C. The Employer agrees to bill the requesting party for services rendered and shall make payment to the employee in the first pay period following receipt of payment by the Employer.**
- D. All rates for outside details shall be at the rate of \$55.00 per hour.**
- E. An officer shall be entitled to a minimum of two (2) hours of pay for any outside detail that is canceled within ninety (90) minutes prior to the beginning of that detail.**
- F. Each employee shall be compensated for a minimum of four (4) hours for each outside detail.**

#### **ARTICLE XXV - LEGAL REPRESENTATION**

In matters that require the Employer provide Legal Counsel to an employee, upon approval of the Chief of Police which shall not be unreasonably denied, the employer agrees to allow the employee to obtain the attorney of his choice provided the attorney's hourly fee does not exceed one hundred and twenty-five (\$125.00) dollars per hour.

Should the employee be unable to obtain the services of an attorney at the above rates, it shall be the employer's responsibility to provide for competent legal representation.

In the event that a dispute arises between the Officer and the Chief of Police regarding the necessity of retaining Legal Representation, the matter will be presented to the Governing Body for determination.

#### **ARTICLE XXVI - SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in the N.J.S.A. 34:13A-3 et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

**ARTICLE XXVII - TERM OF CONTRACT**

The term of this Agreement shall be for a period commencing January 1, 2003 and ending December 31, 2005. If a successor agreement is not executed by December 31, 2005, then this Agreement shall continue until a successor Agreement is executed.

**ATTEST:**

**BOROUGH OF WHARTON**

**BY:** \_\_\_\_\_

\_\_\_\_\_

**WILLIAM CHEGWIDDEN, MAYOR**

**BY:** \_\_\_\_\_

\_\_\_\_\_

**WHARTON BOROUGH POLICE  
FRATERNAL ORDER OF POLICE**

## Appendix A

- 1) All available time off as in sick time, vacation time, personal days, emergency leave will be converted from days off to hours off and then utilized on an hour for hour basis.
- 2) The overtime clause of the contract to be modified to read as follows:

### ARTICLE V - HOURS AND OVERTIME

A. The normal work day shall be twelve (12) hours which shall include appropriate meal and rest periods pursuant to past practice. The normal work week shall not be more than forty-eight (48) hours in any consecutive seven (7) day period. There shall be a minimum of twelve (12) hours between consecutive tours of straight time work.

B. For time worked in excess of twelve (12) hours in a twenty-four (24) day or in excess of forty-eight (48) hours per week, each officer shall receive time and one-half in cash or compensatory time at the option of the employee. Overtime on a normal work day shall be paid after thirty-one (31) minutes.

C. Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of three (3) hours work or pay in lieu thereof, provided that the employee has worked or will have worked at least forty-eight (48) hours in the work week. Vacation, sick, personal, and compensatory time will apply to the calculation of the forty-eight (48) hours.

D. An employee shall be entitled to a call-out guarantee of 2 hours at time and one-half minimum for Municipal Court appearance.

- 3) A regularly scheduled, twelve (12) hour shift, does not qualify for payment of a meal allowance.
- 4) The maximum allowable time accrued in the compensatory bank will be ninety-six (96) hours.

## Appendix B

Beginning in the next agreement between the Borough of Wharton and the Wharton Borough Police Department, years 2006-2008, officers shall be compensated according to the following scale for college degrees obtained prior to employment with the Borough. Such payment shall only be approved for degrees related to Criminal Justice.

Associate Degree	\$500
Bachelor's Degree	\$1,000
Master's Degree	\$1,500