FIRST AMENDMENT

TO AGREEMENT BY AND BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES - NEW JERSEY LOCAL 1530 AND THE MUNICIPALITY OF PRINCETON FOR THE PERIOD JANUARY 1, 2020 TO DECEMBER 31, 2023

THIS FIRST AMENDMENT made this day 12TH of April, 2021, by and between the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES - NEW JERSEY LOCAL 1530 ("Union") and the MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey with offices located at 400 Witherspoon Street, Princeton, New Jersey 08540 ("Princeton").

WITNESSETH:

WHEREAS, in March 2021, Union and Princeton entered into a collective negotiations agreement covering the period January 1, 2020 to December 31, 2023 (the "CNA"); and

WHEREAS, the parties wish to amend the aforesaid CNA as more fully set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein and contained in the CNA between the parties, and for other good and valuable consideration, the parties hereto mutually covenant and agree as follows:

1. Article B-8 of the CNA is hereby amended to read as follows (new text is underlined thus; deleted text is in brackets and struck through [thus]):

B-8: Equal Compensation during Severe Weather or Emergency

- A. If an emergency or severe weather forces the closure of Princeton buildings and/or offices, the full time employees of this bargaining unit shall receive compensation time for all hours worked during their regular work hours in addition to time and one half (1½) their normal rate of pay for all hours worked during the closure.
- B. If Princeton buildings and/or offices remain open during the emergency or severe weather, yet any employees outside this bargaining unit are permitted to go home or remain home and receive their normal days' pay without utilizing any of their own personal benefit time, then full time employees in this bargaining unit shall receive compensation time for all hours worked during their regular work period in which other employees were allowed to go home or remain home and receive their normal pay. In addition, full time employees shall receive

time and one half $(1\frac{1}{2})$ their normal rate of pay for all hours worked during the severe weather or emergency while other employees were sent home or remained home and received their normal days' pay.

- C. If Princeton buildings and/or offices remain open during the emergency or severe weather and employees are directed to work remotely instead of in the buildings and/or offices, the members of the bargaining unit will receive time and one half (1½) their normal rate of pay for the hours worked during their regular work period while other employees were working remotely, but will not receive any compensation time for the hours worked.
- D. Part time employees, in any of the above situations, will receive time and one half (1½) their normal rate of pay for all hours worked. Part time employees will not receive any compensation time for hours worked.
- 2. All other terms and conditions of the CNA between the parties shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above mentioned.

ATTEST:

O By:

Delores A. Williams, Municipal Clerk

Robert W. Bruschi, Acting Administrator

MUNICIPALITY OF PRINCETON

WITNESS:

FOR THE BLUE COLLAR MUNICIPAL EMPLOYEES AFFILIATED WITH AFSCME- NJ, LOCAL 1530

Mayor and Council 400 Witherspoon Street Princeton, NJ 08540

Meeting: 04/12/21 07:00 PM
Department: Clerk

RESOLUTION 21-129

Resolution Approving the "First Amendment to Agreement by and Between the American Federation of State, County and Municipal Employees - New Jersey Local 1530 and the Municipality of Princeton for the Period January 1, 2020 to December 31, 2023"

WHEREAS, in March 2021, Union and Princeton entered into a collective negotiations agreement covering the period January 1, 2020 to December 31, 2023 (the "CNA"); and WHEREAS, the parties wish to amend the provisions of Article B-8 of the CNA regarding equal compensation during severe weather or emergencies;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Municipality of Princeton in Mercer County, New Jersey, as follows:

- 1. The "First Amendment to Agreement by and Between the American Federation of State, County And Municipal Employees New Jersey Local 1530 and the Municipality of Princeton for the Period January 1, 2020 to December 31, 2023" attached hereto is hereby approved.
- 2. The Princeton Administrator is hereby authorized and directed to sign the First Amendment on Princeton's behalf.
- 3. This resolution shall take effect immediately.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen		X			X			
Ms. Fraga		X		X	X			
Ms. Niedergang		X			X			
Ms. Pirone Lambros	1 4	X			X		2	
Ms. Sacks		X			X			
Mr. Williamson		X	X		X			
Mayor Freda		X	+					

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held April 12, 2021.

Delores A. Williams, Municipal Clerk