

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, 2024 to December 31, 2027

Approved by Princeton Mayor and Council on September 23, 2024

Approved by American Federation of State, County and Municipal Employees -
New Jersey Local 1530 on October 18, 2024

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ARTICLE A- GENERAL PROVISIONS

A-1: Preamble

This agreement entered into by and between Princeton in the County of Mercer, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Princeton" and The American Federation of State, County and Municipal Employees - New Jersey (AFSCME - NJ), Local 1530, hereinafter referred to as the "Union" represents the complete and final understanding of all bargainable issues between Princeton and the Union.

A-2: Recognition

Princeton recognizes the Union for the purpose of collective negotiations as the exclusive representative of both full-time and part-time non-supervisory blue-collar employees in the negotiations unit, as delineated by job titles and listed in the salary schedule section of this agreement.

A-3: Equal Opportunity

Princeton is committed to the policy of equal employment opportunity and anti-discrimination as set forth in the Personnel Policy Manual, which applies to all employees.

Princeton and AFSCME agree that all employees covered under this agreement have the right without fear of penalty or reprisal to join the union or to choose not to join the union.

A-4: Management Rights

- A. Princeton hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing the following rights:
1. The executive management and administrative control of the Princeton government and its properties and facilities, and the activities of its employees.
 2. To hire all employees and to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.
 3. To suspend, demote, discharge, or take other disciplinary action for just cause.
- B. In the exercise of the powers, rights, authority, duties or responsibilities of Princeton, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms

hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict Princeton of its rights, responsibilities, and authority under R.S. 40 and 40A or any other national, state, county or local laws or ordinances.

A-5: No Lock-Out. No Job-Action

- A. Princeton agrees that there will be no lock-out, and the Union agrees that there will be no job-action by the Union, by any person acting on its behalf, or by any employee covered by this Agreement.
- B. Job-action includes a strike, walk-out, work stoppage, sick-out, slowdown, and any other action or inaction which interferes with the orderly progress of the work.
- C. Should job-action occur, the Union will immediately order the person or persons involved to cease such action.
- D. Employees who engage in job-action are subject to discipline up to and including discharge. Such disciplinary action, like any other disciplinary action, is subject to the grievance procedure including arbitration.

A-6: Access to Personnel Files

Upon request and with reasonable notice, an employee shall have an opportunity to review and examine their personnel file. Princeton has the right to have such review and examination in the presence of the Human Resource Manager. Princeton shall honor the request of an employee for copies at the employee's expense of pertinent documents in the file.

An employee may be allowed to have placed in the file a brief written response to any adverse or derogatory document pertaining to that employee which is in the personnel file.

A-7: Shop Stewards

The Union has the sole right and discretion to designate shop stewards and to specify their representative responsibilities and authority to act for the Union. Princeton agrees to recognize a total of five (5) union shop stewards.

A-8: Bulletin Boards

Princeton shall provide a bulletin board at the public works garage, parking garage, employee lunchroom/locker room, and sewer administration building for the Union to post Union related information. This information shall be limited to the following materials:

1. Union elections and results.
2. Union appointments, meetings, social and recreational activities.

3. Union reports of official business and achievements.
4. Municipal notices of position vacancy.
5. Any postings distributed to all municipal employees with municipal email addresses.

A-9: Representation Lists

The Union agrees to furnish Princeton with written lists of Union officials and shop stewards, including the latter's appropriate and mutually agreed upon grievance districts. Such lists shall be kept current, and the Union shall provide in writing to Princeton any change in the representation list. This list is to be provided to the Princeton Administration annually by January 1st or within ten (10) days of any change.

A-10: Access to Premises

After approval by Princeton, Union Representatives will be admitted to Princeton premises for consultation with employees covered by this Agreement. Consultation with Union members shall be at a mutually agreed time.

Approval will be limited to three (3) Union Representatives. Requests for such Union visits shall be directed to the Princeton Administrator, or their designee, with one week's advance notice and shall include the names and titles of the representatives, the purpose of the proposed visit, the proposed time, date and specific work area involved.

The Princeton Administrator, or their designee, shall designate facilities for such meetings.

A-11: Union Training

Princeton agrees to provide up to eighty (80) hours of total paid leave time per year for Union training purposes for Union Officers and stewards, provided the workload permits, and twenty-one (21) calendar days advance notice is given. Documentation of attendance at such events will be provided by the Union to Princeton upon request. This time shall not be carried over or accumulate from year to year.

A-12: Vacancy Notice

Whenever a permanent vacancy exists within Princeton, and Princeton is the hiring authority, Princeton shall post notice of the vacancy at employee work sites in order that those interested may apply for the position. The application for employment form and/or other requested documents needed for consideration must be completed by each applicant and returned to Princeton by the deadline date specified in the announcement.

Qualified bargaining unit members who apply for job vacancies for positions covered by this agreement shall be selected before Princeton hires from outside the unit. All things being equal, then seniority will be used to determine the promotion.

The standards and procedures used to fill vacant positions shall be the same for all applicants.

A-13: Safety and Health

Princeton shall make a reasonable effort to provide for the safety and health of its employees during the hours of their employment. Where apparel, tools, and devices are provided to facilitate employees' safety and health, it is the employees' obligation to use them. There will be no work performed during the designated break and lunch periods.

Health and safety issues shall be brought to the immediate attention of the immediate supervisor. The immediate supervisor shall make a determination as to the seriousness of the health or safety issue and act accordingly. As soon as feasible, but in any case, within one week, they shall then discuss with the union how the expressed concerns can be dealt with and over what time frame solutions can be implemented. Those issues needing further review or discussion can be referred to the Administrator. Such a referral can be made either by the supervisor or a designated representative of the Union.

A-14: General Rules, Regulations and Safety Codes

Princeton may establish such reasonable general rules, regulations and safety codes as it deems necessary for the ongoing operation of Princeton functions. Princeton and the Union agree that the employees covered by this agreement shall receive fifteen (15) days advance notice of the contents and effective date of Princeton's General Rules, Regulations and Safety Codes and amendments and revisions thereto and that said employees and their supervisors shall abide by the provisions thereof. It is also established that each employee shall receive a copy of the rules and regulations and document proof of their receipt of said document.

A-15: Reporting Accidents

The following procedures shall be followed in cases of injuries and accidents occurring in the workplace, involving Princeton employees, and/or Princeton property. The procedures shall apply to all employees. Any questions not covered herein should be referred to the Administrator, Deputy Administrator, or the Department Head.

Job Related Illness or Injury.

1. The Administrator, Deputy Administrator, or Department Head shall be notified immediately, and the Administrator, Deputy Administrator, or Department Head shall notify emergency personnel if necessary.
2. During normal business hours, if the injury is not severe, the supervisor should call the Administrator, Deputy Administrator, or Department Head, and the Princeton Human Resource Manager to report the injury prior to seeking medical attention. For severe cases or after normal business hours, the employee shall proceed to a medical emergency room.
3. After the injured employee receives emergency medical care, the employee and the supervisor must fill out the employee accident report and immediately notify the Department Head. The employee accident report, in any case, must be completed within

twenty-four (24) hours. If the accident report is not filled out within twenty-four (24) hours, the supervisor and employee are subject to disciplinary action.

4. In case of non-severe injuries, where the employee is treated by a Princeton designated healthcare provider, the employee must follow all recommendations from the healthcare provider with respect to time off and reporting back to work. A Princeton designated healthcare provider shall also notify the Princeton Human Resource Manager as to recommendations. The Princeton Human Resource Manager shall provide appropriate updated information to the Department Head.
5. In cases of severe injury, where the employee is treated by a medical emergency room, the treating physician shall be requested to submit a medical report to a Princeton designated healthcare provider. The Princeton designated healthcare provider shall review the diagnosis of the treating physician and shall monitor the time-off treatment and referrals made, if necessary.
6. In all cases, the Princeton designated healthcare provider shall keep the Princeton Human Resource Manager informed as to the injured employee's progress and consult with the Human Resource Manager with regard to recommendations on time off or return to full duty option.

A. Other Accidents: Princeton vehicles and property

Any on-the-job accident or accident involving Princeton facilities, equipment or motor vehicles must also be immediately reported to the supervisor or Department Head and the Princeton Police Department, if the accident occurs Princeton, or if outside of Princeton, the local Police Department having jurisdiction must be notified. A Police report must be obtained for any on-the job accident or accident involving municipal facilities, equipment or motor vehicles.

A-16: Discipline and Discharge

Disciplinary Actions

A. Purpose

The disciplinary procedures listed below are recommended measures only. They are not absolute. Because every offense is unique, Princeton shall take whatever action it determines to be appropriate. Any suspension or any removal of an employee may be pursued to arbitration as set forth in Article F-Grievance Procedure section of this agreement, provided the Union supports the request for arbitration. The employee shall have ten (10) working days from the date of receipt of final notice of disciplinary action to appeal the matter to arbitration.

B. Authority

The Administrator shall have overall authority and responsibility for personnel disciplinary actions. Department Heads shall have the authority and responsibility for taking written disciplinary actions and reporting infractions to the Administrator. Supervisors may discipline employees orally if necessary to reprimand incidents of misconduct.

C. Severity of Offense

For every action taken, consideration must be given to the severity of the offense, the cost involved, the time interval between violations and the length and quality of an employee's service record.

D. Groups of Severity

	Number of Offenses	Disciplinary Action
<u>*Group I</u>	1	Counseling / Oral Reprimand
	2	Written Reprimand
	3	Suspension without pay (Not to exceed 30 days)
	4	Discharge
<u>Group II</u>	1	Written Reprimand
	2	Suspension without pay
	3	Discharge
<u>Group III</u>	1	Suspension without pay
	2	Discharge
<u>Group IV</u>	1	Discharge

* Princeton may issue a written reprimand on first offense in Group I with just cause.

*If an employee receives counseling or a verbal reprimand and does not commit the same or similar offense in a six (6) month period, then the original counseling or verbal reprimand shall be considered null and void and shall not be referenced in any future disciplinary actions.

*If an employee receives a written reprimand and does not commit the same or similar offense in a two (2) year period, then the original written reprimand shall be considered null and void and shall not be referenced in any future disciplinary actions.

Group I

1. Productivity or workmanship not up to required standards of performance.
2. Performing other than assigned work.

3. Operating, using or possessing tools, equipment or machines to which the employee has not been assigned.
4. Excessive tardiness.
5. Failure to work overtime, special hours, or special shifts, after being scheduled according to overtime and standby duty policies.
6. Wasting time, loitering or leaving assigned work area during working hours without permission.
7. Where the operations are continuous, an employee shall not leave their post at the end of their scheduled shift until they are relieved by their supervisor or their relieving employee on the incoming shift.
8. Taking more than specified time for meals or break periods.
9. Disregarding job duties by loafing or neglecting work during work hours.
10. Creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
11. Failure to keep the Department Head notified of proper address or telephone number.
12. Violating a personnel rule or a specific department rule.
13. Failure to acknowledge an emergency call-in call within one (1) hour of receiving said call, unless a reasonable explanation is accepted by Princeton.

Group II

1. Reporting for work or working while unfit for duty, either physically or mentally.
2. Excessive absenteeism.
3. Engaging in horseplay, scuttling, wrestling, throwing things, malicious mischief, catcalls or similar types of disorderly conduct.
4. Violating a safety rule or safety practice.
5. Using or possessing another employee's tools or equipment without the employee's consent.
6. Behaving in a way that interferes with the proper cooperation of employees and impairs the efficiency of Princeton service.

7. Posting or removing any matter on bulletin boards or Princeton property at any time unless authorized.
8. Failure to report a request for information or receipt of a subpoena from a law firm or any attorney.
9. Failure to report medical conditions which may hamper the employee's performance of duties.
10. Unauthorized operation of Princeton-owned vehicles or equipment.
11. Incompetence or inefficiency in the performance of assigned duties in an employee's position.
12. Wanton or willful neglect in the performance of assigned duties.
13. Discourtesy to persons with whom the employee comes in contact with while in the performance of their duties.
14. Failure to wear or maintain the proper uniform or clothing, including standard safety tip work boots.
15. Accidents due to carelessness.
16. Failure to report an accident or personal injury in which the employee was involved while on the job.
17. Mistakes due to carelessness which cause material, parts or equipment to be damaged.
18. Making false and malicious statements concerning any employee, supervisor, Princeton or its operation.

Group III

1. Insubordination by the refusal to perform work assigned, or to comply with written or verbal instructions of the supervisory force; or discourtesy to persons with whom the employee comes in contact with while in the performance of their duties.
2. Having a driver's license suspended or revoked in the performance of one's duties when the employee's position requires the operation of a motor vehicle.
3. Sleeping during working hours (unless permitted by Princeton due to an emergency or severe weather event.)
4. Operating a Princeton-owned, or other vehicle used in the service of Princeton, in wanton disregard for the safety of others.

5. Knowingly punching the timecard of another employee, having one's time card punched by another employee, or any unauthorized altering of a time card.
6. Making false claims or misrepresentation in an attempt to obtain sickness or accident benefits, workman's compensation or special leave time.
7. Refusal to give testimony in accident investigations involving Princeton.
8. Leaving the job during regular working hours without permission.
9. Provoking or instigating a fight or fighting at any time during working hours.
10. Receipt from any person, or participants in any fee, gift or other valuable item in the course of work, when such is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.
11. Mistakes due to carelessness which affect the safety of Princeton personnel, equipment, tools or property.

Group IV

1. Deliberately misusing, destroying, or damaging any Princeton property or property of any employee.
2. Theft or removal of any property belonging to Princeton or any employee, without proper authorization.
3. Unauthorized possession of firearms, explosives, or weapons on Princeton property.
4. Engaging during duty hours in any other employment activity.
5. Conviction or guilt of a Third-, Second-, or First-Degree Crime as defined in New Jersey statutes, while either on or off duty.
6. Being absent from duty for a period of three (3) consecutive workdays without proper authorization.
7. Failure to return from an authorized leave of absence.
8. Misappropriating Princeton funds, appropriating Princeton property for personal use or illegally disposing of Princeton property.
9. Falsifying personal or Princeton records, including employment applications, accident records, work records, purchase orders, time sheets or any other record or application.

10. Operating a Princeton vehicle without having the required operator's license, while under the influence of drugs or alcohol, or when driving privileges have been suspended or revoked.
11. Any action as noted in the Princeton Personnel Policies and Practices Manual Drug and Alcohol policy.

ARTICLE B - PAY PROVISIONS

B-1: Rates of Pay

- A. The base salaries will be adjusted by the Market Adjustments as set forth in Appendix A, attached to this agreement.
- A.1. Employees will be entitled to a salary adjustment of \$1,000 at the start of their sixth year of employment with the Municipality.

Employees will be entitled to a salary adjustment of \$1,000 at the start of their eleventh year of employment with the Municipality

B. Change in Salary

1. Salary Schedule

- A. The salary range for each title will be as set out in Appendix A attached to this agreement.
 - B. For new hires, Princeton reserves the right to use the prior experience of a new employee in setting their base salary. Princeton may also consider prior experience in setting a salary for existing employees that have changed positions or received promotions. No new employee shall be hired at a salary above the midpoint in the salary range for the job title.
2. All new employees whose terms of employment and job description requires the possession of a commercial driver's license (CDL) will be demoted to Maintenance Person I or Sewer Maintenance Person I provided a position exists in that category or terminated if they do not acquire a commercial driver's license within the terms of their probationary period.

If during the term of this contract, an employee loses their commercial driver's license, they will be demoted to a classification for which a commercial driver's license is not required. Any employee who obtains their commercial driver's license within 90 days or another timeframe as outlined by Administration as part of the demotion will be reinstated to their former position. Demoted employees that do not obtain their commercial driver's license within 90 days or another timeframe as outlined by administration as part of the

demotion will be subject to other classification reassignment, disciplinary action or termination as outlined by administration as part of the demotion.

Princeton may assist new employees in obtaining a commercial driver's license. Princeton may require any employee to use personal time or vacation time if the test is scheduled during normal working hours.

Should an employee in a classification that does not require a commercial driver's license obtain their commercial driver's license, said employee will not automatically be promoted to a classification for which a commercial driver's license is a requirement.

C. Change in Rates of Pay

1. Salary Increases: Employees, both full time and part time shall receive a 1.25% retroactive to January 1, 2024, on top of the market adjustment; a 2.5% increase effective January 2, 2025; a 2.75% increase effective January 1, 2026 and a 3.0% increase effective January 1, 2027.
2. New hires, during the length of this agreement, will receive their first annual increase beginning with the year subsequent to the year hired.

D. Employees holding special licenses associated with the work they perform, shall receive out of title pay when the job duties performed require the use of the certificate or license:

These are as follows:

- (1) Pesticide Applicator License - additional \$1.50 per hour, when the job duties performed require the use of the certificate or license.
- (2) Sewer Department employees holding or achieving, and maintaining, the following licenses or certification, associated with the work they perform, within the term of this Agreement shall receive the following stipends. Employees holding these licenses and certifications shall provide proof to the Human Resource Manager by January 15 each year that their license / certification is still valid.

C-1 Collection License: \$120.00 per pay period (\$3,120.00 annually)

C-2 Collection License: \$140.00 per pay period (\$3,640.00 annually)

C-3 Collection License: \$160.00 per pay period (\$4,160.00 annually)

NASSCO Pipeline Certification: \$120.00 per pay period (\$3,120.00 annually)

Employees will receive additional compensation for holding one of the C-1, C-2 or C-3 licenses and will not be compensated for more than one.

Employees holding the NASSCO Pipeline Certification will receive the extra compensation in addition to the extra compensation for holding the C-1, C-2 or C-3 license.

- (3) Employees in the classifications of Heavy Equipment Mechanic and Lead Heavy Equipment Mechanic shall be entitled to ASE certification pay for each certification obtained and maintained related to Automotive and/or Medium to Heavy Truck Maintenance, as determined by the Department Head. The certification pay shall be \$10.00 per pay period (\$260 annually) for each ASE A1-9 and T1-8 certification held and \$15.00 per pay period (\$390 annually) for advanced L1, L2, and L3 ASE certifications held. The maximum number of ASE certifications for which an employee may receive this pay shall be limited to 17 regular (\$4,420 annually) and 3 advanced series (1,170 annually).

Automobile & Light Truck Certification Tests (A1 - A9)

- A1 – Engine Repair (50 scored questions)
- A2 – Automatic Transmission/Transaxle (50)
- A3 – Manual Drive Train & Axles (40)
- A4 – Suspension & Steering (40)
- A5 – Brakes (45)
- A6 – Electrical/Electronic Systems (50)
- A7 – Heating & Air Conditioning (50)
- A8 – Engine Performance (50)
- A9 – Light Vehicle Diesel Engines (50)

Medium-Heavy Truck Certification Tests (T1 – T8)

- T1 – Gasoline Engines (50 scored questions)
- T2 – Diesel Engines (55)
- T3 – Drive Train (40)
- T4 – Brakes (50)
- T5 – Suspension & Steering (50)
- T6 – Electrical/ Electronic Systems (50)
- T7 – Heating, Ventilation & Air Conditioning (HVAC) (40)
- T8 – Preventive Maintenance Inspection (50)

Advanced Engine Performance Specialist Certification Test (L1)

Electronic Diesel Engine Diagnosis Specialist Certification Test (L2)

Light Duty Hybrid/Electric Vehicle Specialist Test (L3)

It is the employee's sole responsibility to obtain and maintain ASE testing, training, and certification. This includes associated costs for ASE certification.

- (4) Tree Care Specialists holding or achieving, and maintaining, the following licenses, associated with the work they perform, within the term of this Agreement shall receive the following stipends. Employees holding these licenses and certifications shall provide proof to the Human Resource Manager by January 15 each year that their license / certification is still valid.

ISA Arborist Certification: \$120.00 per pay period (\$3,120.00 annually)

NJ LTCO: \$120.00 per pay period (\$3,120.00 annually)

Additional stipends will be reviewed annually and will only be paid as long as determined by the Department Head to be both relevant and necessary for the position held.

B-2: Hours and Overtime

- A. All members of this bargaining unit are required to work forty (40) hours per week. Princeton agrees that the workweek shall consist of five (5) eight (8) hour days, Monday through Friday inclusive for a total of forty (40) hours per week. With each workday beginning at 7:00 am and ending at 3:30 pm with a thirty (30) minute unpaid lunch. For payroll purposes, the workweek commences on Saturday, 12:01 am, and extends to Friday, 12:00 Midnight, with the exception of the street sweeper operator and meter person. Employees shall be paid on a bi-weekly basis. Employees shall not be required to take their unpaid lunch break within the first or last hour of their regular workday. The work schedule shall also provide for a fifteen (15) minute rest period during the morning and a fifteen (15) minute rest period during the afternoon as determined by Princeton. Employees shall receive a ten (10) minute cleanup period before lunch and at the end of the day.
- B. Part-time employees shall receive a thirty (30) minute unpaid meal break after every four (4) hours of work. The work schedule shall also provide for a fifteen (15) minute rest period after every other two (2) hours of work.
- C. Employees in Public Works, or in Sewer who work overtime that has been approved in advance by the Princeton Public Works Director, Sewer Manager or their designees, will be compensated for such overtime work. Overtime compensation shall be computed at one-and-one half (1-1/2) times the normal hourly equivalent and shall take effect only after the employee has been credited with forty (40) hours of straight-time pay in that work week. For time worked on Sundays beyond a scheduled 40-hour work period, overtime compensation shall be computed at two times the normal hourly equivalent. For time worked on Holidays beyond a scheduled 40-hour work period, employees shall receive eight (8) hours of straight pay for the holiday in addition to receiving two (2) times their regular rate of pay for all hours worked. All hours of paid leave approved by Princeton shall count as hours worked for the computation of overtime. This includes, but is not limited to sick leave, vacation leave, personal leave, bereavement leave, jury duty, holiday, and union leave.
- D. Employees in Parking Operations that are assigned a weekly schedule in which working on Saturday and Sunday is considered to be part of their forty (40) hour work week (these days shall not be considered for overtime or double time) shall have two (2) consecutive weekdays off from work (typically Tuesday and Wednesday). Those days will be considered as their "weekend" for that week. Should they be asked to work on those days, the employee shall receive overtime pay computed at one and one-half (1/2) times the normal hourly equivalent for the hours worked on the first day and for the second of these two days the employee shall receive overtime compensation computed at two (2) times the normal hourly equivalent.
- E. Overtime opportunities shall be distributed as evenly as possible to all members of this bargaining unit.

1. The Union and Princeton agree to establish and maintain a rotating overtime list for each specific work location where work of a similar or exact nature takes place.
2. The Union and Princeton agree to the following procedure for utilizing each specific overtime list:
 - a. For scheduled overtime opportunities in Public Works, the Public Works Director shall maintain a list of the overtime hours that each employee has earned annually. The Public Works Director shall offer overtime opportunities first to those with the least overtime hours accumulated. The employees will be ranked by the overtime hours accumulated; an employee's rejection of an overtime opportunity will result in their drop in status. The Public Works Director reserves the right to offer overtime to an employee with the necessary skills for the task, regardless of place on the overtime list.
 - b. For scheduled overtime opportunities in Fleet Maintenance, the Fleet Supervisor shall maintain a list of the overtime hours that each employee has earned annually. The Fleet Supervisor shall offer overtime opportunities first to those with the least overtime hours accumulated. The employees will be ranked by the overtime hours accumulated; an employee's rejection of an overtime opportunity will result in their drop in status. The Fleet Supervisor reserves the right to offer overtime to an employee with the necessary skills for the task, regardless of place on the overtime list.
 - c. For scheduled overtime/on-call opportunities in the Sewer Department, the Sewer Manager creates an annual on-call rotation calendar based on seniority and posts it by January 1. Sewer Department employees are responsible to find a replacement if they are unable to cover an overtime / on-call shift. If a municipal holiday falls on a Monday or Friday, the employee assigned to overtime for the week of holiday has the first right of refusal to work on the holiday for pump station maintenance.
- F. In computing overtime compensation, the nearest one half (1/2) hour shall be the smallest fraction of an hour to be reported, and the employee shall work to complete the one-half (1/2) hour.
- G. Employees required to carry a telephone for possible emergency call-ins shall be eligible to receive twelve (12) hours pay at the straight time rate and can have access to a Princeton vehicle or receive twelve (12) hours of pay of compensatory time and can have access to a Princeton vehicle during the week they are on call. These employees must notify their supervisor as to their individual preference at the time they are assigned.
- H. Employees are eligible to earn compensatory time in lieu of overtime up to a maximum of one hundred twenty (120) hours. Employees shall be allowed to sell back compensatory time earned from January 1 through October 31 up to a maximum of 40 hours. Employees shall notify Princeton of their intent to sell back compensatory time by November 15 and Princeton shall issue a separate deposit for the compensatory time with the employee's regular pay prior to the end of December. Compensatory time earned from November 1 through December 31

can be carried over into the subsequent year but must be used by March 31 of that subsequent year.

- I. In years in which there are 27 pay periods, AFSCME agrees to abide by the option selected by Municipality with input from other employees and bargaining units which will be one of the following:
 - Each paycheck will be calculated based on the annual salary divided by 27.
 - Or
 - One pay period during the calendar year will include three (3) weeks.

B-3: Out of Title Work

An employee assigned to out-of-title work for which the maximum pay scale is higher than that of the employee's regular title will be paid an out-of-title increment of three dollars zero cents (\$3.00) per hour in addition to their regular rate, starting with the first full day of work. In all other cases, the employees will receive their regular rate of pay for out-of-title work. If an employee works any hours of overtime performing out- of-title work, the employee shall be paid the out-of-title rate in conjunction with the appropriate time and a half or double time rate for all hours worked during that overtime period.

In order to dispel any perception of impropriety, Princeton shall act to avoid the manipulation of employees' work assignments that would deny an employee the valid opportunity to receive out-of-title wages. Such practice of manipulation will not be condoned, and any documented allegation of such practice will be investigated via the grievance procedure established, herein. If an allegation can be determined to be true, corrective action will be taken immediately, which would include retroactive payment of denied wages, if appropriate.

An employee assigned to supervise two (2) or more seasonal employees by themselves will be paid an out-of-title increment for the hours worked in that supervisory position.

B-4: Lateness

- A. All employees are to start work at their scheduled reporting location at their scheduled starting time and are to be prepared to commence work at their regular starting time.
- B. In the event of unavoidable lateness, the following will govern:
 1. An employee who reports to work late shall start work immediately. The employee shall request Personal Leave or other accrued and unused leave time to cover the missed work time.
 2. The lateness provision does not exclude other methods deemed necessary by Princeton to ensure compliance with Section 1 above.

3. When it becomes evident to an employee that they will be late in reporting for work, the employee shall call their supervisor prior to the scheduled reporting time, to report the reason for tardiness and the expected time of arrival.
4. A record shall be maintained by Princeton indicating the time and method of notification of lateness along with the stated reason.

B-5: Dues Deduction

Princeton will deduct Union dues from the employee's pay within thirty (30) days following receipt of written authorization from the individual who is a member of the Union.

The Union dues rate shall be set by AFSCME- NJ and the union shall notify Princeton of the Union dues rate on a yearly basis.

Princeton shall discontinue dues upon receiving written authorization from the employee. The effective date of such discontinuance will be the next succeeding January 1st or July 1st.

Once a month, Princeton shall forward the union dues deductions, a list containing the names of members who paid union dues, and the amount the members paid to:

AFSCME -NJ
2653A Whitehouse Hamilton Square Rd.
Hamilton, NJ 08690

B-6: Paid Rest Period During Declared Emergencies or Snow Days and Call in Minimum

A. Emergency

1. An emergency is hereby defined as that period of time when health, safety and the general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Department Head or their designee, and will not be a subject for the grievance procedure.
2. In the event that an employee is required to remain at work following the end of their regular shift as a result of a declared emergency or snow day, they shall be entitled to a paid fifteen (15) minute rest period prior to starting such emergency or snow removal service. Employees shall be entitled to a fifteen minute paid rest period after every two hours of work and a thirty (30) minute paid rest period upon the completion of each four hours of work during an emergency or snow removal service. This rest period may be utilized for a meal break.
3. When an employee goes home after working for a minimum of sixteen (16) hours of continuous work, that employee shall be guaranteed a minimum of ten(10) hours of rest before being required to report back to work either on overtime or as part of their normal work day. If this rest period overlaps the employees normal work day, the employee shall

be paid their normal wages for the day and the employee shall not be required to utilize their own benefit time for this rest period.

4. Management agrees to provide accommodations for employees to rest when employees are not permitted to leave Princeton (i.e. the old fire station or similar).
5. When it is necessary for an employee working emergency overtime to work within seven (7) hours of employee's normal workday start time, Princeton agrees that the employee shall be given 1 hour of rest time for every hour actually worked during the aforementioned seven (7) hour time period before beginning their normal work day, provided the employee returns to work after the rest period. If an employee works to within 1 hour of their starting time, management may agree to grant rest time at the end of employee's shift.
6. At management's discretion, Princeton shall make a good faith effort to schedule each members rest period to commence at the start of their next regular work shift with due regard to maintenance of the work force. Princeton shall use seniority choice to determine that maintenance. The employees who are required to stay shall be given their next normal shift off as their rest time.
7. Any employee who is called in and arrives at work in a declared emergency or snow storm within one (1) hour from the time called to report shall receive one (1) hour of overtime pay in addition to any other earnings. (However, it should be noted that this is only if the employee is called in to report from home. If the overtime is scheduled even in a storm, the employee is expected to arrive at the scheduled time. This does not apply to Sewer Department on-call shifts or scheduled overtime.)
8. Any employee who is called into work outside of their normal work day hours shall receive a minimum of four (4) hours of overtime pay. If the employee works less than four hours, the employee shall receive the four (4) hours overtime pay regardless of the amount of hours actually required to complete the task for which the employee was called in for. If the employee works more than four (4) hours, the employee shall receive the four (4) hours of overtime pay in addition to any overtime pay for the rest of the time worked. These four (4) hours shall not be combined or attached to the employee's normal work day but shall be counted as four separate and independent hours of overtime pay.

B. Meal Allowance

1. When an employee is required to work overtime as a result of a declared emergency or as a continuation of a full regular eight (8) hour scheduled workday, Princeton shall compensate the employee for a meal allowance for every four (4) hours of overtime worked. Payment shall be made after approval of a bills list within thirty (30) days of receipt of a paid bill for the actual amount spent, not to exceed the specified meal allowance schedule listed below:
 - a. All meals: \$37.50 per day maximum

2. When a part time employee is required to work more than the originally scheduled number of hours, Princeton shall compensate the employee for a meal allowance. Payment shall be made after approval of a bills list within thirty (30) days of receipt of a paid bill for the actual amount spent, not to exceed the specified meal allowance listed below:
 - a. All meals: \$15.00 per day maximum
3. A signed slip, with receipts must be turned in within one (1) week of storm or other occurrence for reimbursement.
4. Princeton reserves the right to arrange for meals at a local restaurant in lieu of this reimbursement.

B-7: Equal Compensation during Severe Weather or Emergency

- A. If an emergency or severe weather forces the closure of municipal operations at all 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 (1 ½) 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 and without being required to work, then full time employees in this bargaining unit shall receive time and one half (1 ½) 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 without being required to work.
- C. Part time employees, in any of the above situations, will receive time and one half (1 ½) their normal rate of pay for all hours worked.

ARTICLE C - TIME OFF PROVISIONS

C-1: Vacation

- A. All permanent full-time employees of Princeton shall be granted annual vacation leave with pay. Vacation shall be earned at the rate of one (1) day vacation for each full month worked during the remainder of the calendar year following the date of appointment with a maximum accumulation of twelve (10) days for the first calendar year. Employees hired before the 15th of the month are credited for the full month; employees hired on or after the 15th of the month are not credited vacation for that partial month.

While probationary employees will be earning vacation from the day they start employment they are not entitled to utilize the vacation until after completion of the first three (3) months of their probationary period/ employment; thereafter, credit will be granted for each month of continuous employment retroactive to the date of employment.

In the year when vacation allocation changes, vacation days will be prorated for that year based on employee's anniversary date. Partial days shall be rounded up.

Employees with a hire date prior to January 1, 2013 (municipal consolidation) will remain in their existing vacation allocation until such time as they move into the next new category listed below.

<u>Length of Continuous Service Completed</u>	<u>Accrued Vacation Leave</u>
1st Year	One (1) day per month
1-5 years of continuous service	Twelve (12) work days
6-14 years of continuous service	Seventeen (17) work days
15-20 years of continuous service	Twenty-two (22) work days
After completion of twenty-one (21) years of continuous service	Twenty-five (25) work days plus one additional day per additional year continuous service up to 28 days.

Effective January 1, 2025 vacation accrual shall be as follows:

<u>Length of Continuous Service Completed</u>	<u>Accrued Vacation Leave</u>
1st Year	One (1) day per month
1-5 years of continuous service	Twelve (12) work days
6-10 years of continuous service	Seventeen (17) work days
11-14 years of continuous service	Twenty (20) work days
15-20 years of continuous service	Twenty-two (22) work days
After completion of twenty-one (21) years of continuous service	Twenty-five (25) work days plus one additional day per additional year continuous service up to 28 days.

- B. The amount of vacation leave earned each year depends on the amount of continuous service with Princeton, Princeton Township, or Princeton Borough.
- C. All use of vacation time must be approved by Princeton. Princeton may deny the use of vacation time based on operational needs as determine by Princeton. But in no case, shall the use of vacation time be unreasonably denied.
- D. Vacation periods of five (5) consecutive days or more shall be scheduled with the department head by April 15th of each year.

- E. Any request made for the use of five (5) days or more after April 15th will be approved if the dates are available. In cases of conflict of scheduling, Princeton may consider length of employment as one of the factors in approval of vacation.
- F. Employees may utilize vacation time in one hour increments providing the work load permits as determined by Princeton.
- G. It is expected that all vacations must be taken during the current calendar year (January 1 to December 31). Employees shall be allowed to carry unused vacation time into the succeeding year up to 1 year's allocation of accrued time, with the approval of the Director of Infrastructure and Operations. Employees must notify the Administrator, in writing, by December 7th of each year. The days carried over must be used in the succeeding year. Accrued time in excess of such limits shall be forfeited.
- H. A permanent employee, who returns from active military service, is entitled to prorated vacation allowance for the calendar year of return.
- I. An employee, who is retiring or who has otherwise separated from employment, including termination, resignation or through layoff but otherwise in good standing shall be entitled to the unused vacation allowance for the current year prorated upon the number of months worked in which separation or retirement becomes effective. Whenever a permanent employee dies having to their credit any annual vacation leave prorated on the number of months worked in the calendar year, there shall be calculated and paid to their estate a sum of money equal to the compensation figured to their salary at the time of death. Princeton shall recover any prorated portion of unearned vacation time already taken by the employee separated for any reason from Princeton service during the calendar year.
- J. A retiring employee will be entitled during their last calendar year which an employee is physically present and working to the following vacation credit:
 - a. If retirement takes place on or before March 31, then one half (1/2) of that calendar year's vacation will be credited.
 - b. If retirement takes place on or between April 1 and July 31, then three quarters (3/4) of that calendar year's vacation will be credited.
 - c. If retirement takes place on or after August 1, then all of that calendar year's vacation will be credited.If the retiring employee's vacation leave results in a retirement date which falls in the subsequent calendar year than the last calendar year for which they were physically present and working, then no additional vacation, holiday or other benefits shall accrue.

C-2: Holidays

- A. Employees will be provided with thirteen (13) paid holidays. The following holidays will be recognized as holidays for all employees, and shall be paid at regular hourly rates:
 - 1. New Year's Day (January 1)
 - 2. Martin Luther King's Birthday (third Monday in January)

3. Presidents' Day
4. Good Friday
5. Memorial Day (last Monday in May)
6. Independence Day (July 4)
7. Labor Day (first Monday in September)
8. Veteran's Day (November 11)
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. Christmas Eve Day (December 24)
12. Christmas Day (December 25)
13. New Year's Eve Day

- B. In order to be eligible for holiday pay, an employee must be on the active payroll of Princeton and must have worked the day before the holiday and the day after the holiday, unless on an approved paid leave of absence.
- C. When one of the preceding holidays falls on a Sunday, it shall be observed the following Monday; when one of the preceding holidays falls on a Saturday, it shall be observed on the previous Friday.
- D. When one of the preceding holidays falls on a regularly scheduled day off it shall be observed either the day before, or the day following the actual holiday.

C-3: Personal Days

- A. Three (3) personal days with pay shall be granted per employee per year. Requests for the use of personal time shall be made to the department head twenty-four (24) hours in advance of the start of the work day in which the employee plans on utilizing the personal time. Personal time may be used to cover time lost due to lateness. Princeton shall allow personal time be taken in fifteen (15) minute increments. Personal time is to be used for attending to matters of a personal nature. Personal leave time shall be used within the calendar year and cannot be carried over into the next year.
- B. If an employee needs to utilize personal time in an emergency, the employee shall notify their Supervisor prior to start of the regular work day and inform the supervisor of the general reason for the use of emergency personal time. Use of emergency personal time shall not be unreasonably denied.
- C. An employee, who is retiring or who has otherwise separated from employment, or through layoff but otherwise in good standing shall be entitled to the unused personal allowance for the current year prorated upon the number of months worked in which separation or retirement becomes effective.
- D. Whenever a permanent employee dies having to their credit any annual personal leave prorated on the number of months worked in the calendar year, there shall be calculated and paid to their estate a sum of money equal to the compensation figured to their salary at the time of

death. Princeton shall recover any prorated portion of unearned personal time already taken by the employee separated for any reason from Princeton service during the calendar year.

C-4: Jury Duty

A full-time employee will be granted necessary time off to perform jury duty as required by law. The employee shall notify Princeton immediately of the requirement for this leave. Such employees, upon presentation of proper evidence of attendance, shall be paid their regular rate of pay for all the hours of jury duty required. In the event that the employee is excused from Jury duty prior to 11:00 am on any day, they shall return to work without undue delay.

An employee receiving their regular rate of pay from the Municipality for jury duty is not eligible for jury duty pay from the County or State.

C-5: Witness Leave

When an employee is summoned to appear as a witness in a court of law, they shall be paid for the regular hours lost for such appearance only under the following conditions, provided they presents proper evidence of attendance:

1. As a witness for Princeton, and
2. As a witness to an event which they observed while at work for Princeton.
3. As a witness in a criminal court of law for any period of time the employee is under subpoena to appear in court.

In the event the employee excused from witness duty prior to 11:00 am on any day, they shall return to work without undue delay.

C-6: Death in Family

- A. In the case of death of an employee's father, mother, stepparent, grandparent, spouse, civil union partner, domestic partner, child, stepchild, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law the employee shall be granted time off with pay from the day of death until the day of burial inclusive, to a maximum of five (5) working days with pay provided the employee attends the funeral. One (1) day of the five (5) days may be used within a three (3) month period from the date of death to conduct any type of business pertaining to the deceased.
- B. In the case of death of an employee's great grandparent, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousins of the first degree, niece or nephew of employee's spouse and aunt or uncle of employee's spouse, the grandmother or grandfather of the employee's spouse, or the death of an ex- spouse, the employee shall be granted time off with pay, a maximum of two days, provided the employee attends the funeral. One (1) day of the two (2) days may be used within a three (3) month period from the date of death to conduct any type of business pertaining to the deceased.

- C. If an employee must travel 250 miles or more from their home to attend the funeral of any of the family members listed above, the employee shall be granted an additional two (2) days of bereavement time for travel. Princeton retains the right to require proof of the trip.
- D. In the case of death of a bargaining unit employee, an employee shall be granted time off with pay to attend the funeral.
- E. When the death and/or the relationship of the employee to the deceased is not common knowledge, proof may be required for the purpose of receiving payment under this provision.

C-7: Sick Leave

- A. Sick Leave Earned - Permanent employees of Princeton shall be entitled to accrue sick leave with full pay. The number of days credited to an employee will be determined, as follows:
 - 1. Each employee will be credited, on January 1 of each year with 12 days of sick leave for the ensuing calendar year.
 - 2. Probationary employees shall earn sick days at the rate of (1) day per month up to a total of twelve (10) days during the first year.
 - 3. Sick leave may be accumulated up to a maximum of 140 days credit.
 - 4. Each day of sick leave shall be charged to the amount credited.
- B. Hourly, temporary per diem and other non-regular employees are entitled to paid sick leave in accordance with the provisions of the New Jersey Earned Sick Leave Law, N.J.S.A. 34:11D-1, et seq. ("ESLL") and as set forth in the Princeton Personnel Manual.
 - 1. Employees in the above categories shall be eligible for sick leave benefits and shall earn sick leave benefits at a rate of one (1) hour of sick leave for every thirty (30) hours actually worked.
 - 2. The accrual of sick leave for these employees shall begin on the first day of employment. However, an employee shall not be able to use their sick leave until they have one hundred twenty (120) days of employment.
 - 3. An employee may earn up to a maximum of forty (40) hours in any calendar year and shall be allowed to carry from one year to the next a maximum of forty (40) hours. However, an employee cannot accumulate more than forty (40) hours in any given year.
 - 4. If an employee is separated from employment, and the employee is rehired within six (6) months of separation, their previously accrued sick leave shall be reinstated in accordance with this policy.
 - 5. An employee wishing to utilize ESLL sick leave shall notify their Department Head of the need for such ESLL sick leave and the anticipated duration, when foreseeable, seven (7)

days prior to commencement of the ESLL sick leave. If seven (7) days' notice is not possible, an employee shall provide notice as far in advance of the foreseeable ESLL sick leave as practicable. When using foreseeable ESLL sick leave, employees shall make reasonable efforts to schedule such use of ESLL sick leave in a manner that does not to unduly disrupt operations.

C. Procedures for Reporting

All employees shall use the following procedures in reporting their absence from work due to illness.

1. Each day of absence due to illness shall be reported to the supervisor prior to the employee's scheduled starting time. If unable to reach the Department Head or supervisor, the Administrator should be notified. Failure to report an absence, or falsification of an absence may lead to disciplinary action, which may include dismissal. Abuse of sick leave shall be cause for disciplinary action, which may include dismissal.
 2. Princeton may require proof of illness of an employee absent from work because of personal illness or injury for more than one day. However, all absences which exceed three (3) working days or longer due to illness must be certified by a written statement from the attending physician; this requirement may be waived at the sole discretion of Princeton. Such discretion shall not be discriminatory. Princeton may, thereafter, require such additional written statements from the attending physician as may be appropriate, in the sole discretion of the Administrator, depending upon the nature of the illness or injury. Princeton may require the employee who has been absent because of personal illness to be examined by a physician, designated by Princeton, to determine and certify fitness for duty before returning to work.
 3. Absence without notice for three (3) consecutive days shall be considered a resignation and that the employee has abandoned their position, unless the employee is hospitalized from an accident or injury that prevents notification. Written proof of being incapacitated would need to be provided to Princeton to be exempt from this requirement.
 4. An employee who calls in sick to engage in outside employment shall be subject to immediate disciplinary action.
 5. Whenever an employee reports in sick, it is understood that they will be home. If for some reason, the employee must leave their home during absences due to sickness, they must submit, to their supervisor, a telephone number where they may be reached.
- D. Accumulated paid sick leave may be used for an illness or injury to an employee's immediate family which requires their attendance upon the person. The term "immediate family" for the purpose of this subsection, shall be defined as the employee's spouse, domestic/civil union partner, child, stepchild, parent, brother, sister, grandparents, spouse's parents and spouse's grandparents, where the family member resides with the employee, or employee has direct care responsibility for the family member. When such absence falls within the provision of the

Family and Medical Leave Act, Princeton may require that the need for leave for a serious health condition of the employee's immediate family member be supported by a certification issued by a health care provider. Princeton shall allow the employee at least fifteen (15) calendar days to obtain the medical certification. In addition, Princeton may require second or third opinions (at Princeton's expense) and a fitness for duty report to return to work.

- E. Accumulated sick time may be used for the birth or adoption of a child.
- F. Princeton and the union agree that any and all fit for duty exams shall be administered as to precisely mimic the work the employee would be required to perform on an average work day.

C-8: Family and Medical Leave (FMLA) Policy

Employees are entitled to Family Leave, Family and Medical Leave, and Family Temporary Disability benefits in accordance with the provisions of the Princeton Personnel Manual, State and Federal law.

Employees are subject to the Family and Medical Leave Act (FMLA) provisions as stated in the Princeton Personnel Manual.

C-9: Leave Without Pay

An employee who has no remaining vacation, personal days, sick leave or other credit for time off may for good and sufficient reason be granted leave without pay. All requests for such leave must be done in writing and in advance. Such time off without pay, if requested in advance and not disruptive of established work schedules, may be granted at the discretion of the Administrator upon the recommendation of Princeton Public Works Director, the PSOC Manager, or their designees. No compensation will be paid for time taken off without prior notification and authorization. Should an employee fail to be approved in advance and then takes the unpaid leave, the employee shall be subject to disciplinary action as per a failure to report to work. Abuse of this provision shall be cause for disciplinary action, including possible termination of employment.

C-10: Long Term Sick Leave

An employee who has become seriously injured or has contracted a serious illness and who has expended all of their sick leave is eligible and may request long term sick leave. In order to be eligible for this long-term illness provision, employees must be employed with Princeton, Princeton Township, or Princeton Borough for a minimum of one (1) year to qualify. The employee must exhaust the leave time (sick, vacation, personal and compensatory) that they have on the books up to thirty-five (35) days. An unpaid leave is not permitted to cover the thirty-five (35) day requirement unless the employee has exhausted all benefit time. Princeton shall then cover the employee at 100% salary for the ensuing six (6) months at which time long term sick leave would terminate.

Members of the collective bargaining unit that do not have enough days to cover the first thirty-five (35) day requirement may accept sick leave donation as outlined below.

Sick Leave Donation

1. Employees shall be allowed to donate sick leave time to other members of this bargaining unit who are unable to work due to personal or family illness or injury.
2. An employee shall not be allowed to accumulate more than twenty (20) donated sick days at any one time. The employee must have no more than five (5) donated sick days on the record before they may receive more donated sick time.
3. An employee must have a minimum of thirty-five (35) sick days on the record to be eligible to donate sick leave time.
4. An employee may donate up to a total of five (5) sick days per year to other employees. Sick days must be donated in one day increments (eight hours).
5. Once an employee donates sick time, those sick days become the property of the person they were donated to and cannot be returned.
6. Donated sick time shall not be cashed out or sold back at any time. Donated sick time shall have no monetary value beyond the terms outlined within this agreement and an employee shall receive only their regular wages when utilizing donated sick time and not the actual value of the donated sick time.
7. The use of donated sick time shall be in accordance with sick time procedures and language as outlined in this collective bargaining agreement as well as the FMLA and NJFLA.

ARTICLE D- BENEFIT PROVISIONS

D-1: Hospitalization, Prescription and Dental Insurance

- A. Enrollment is in the State Health Benefits Plan (SHBP) for medical insurance and prescription insurance for employees and their eligible dependents as defined by the SHBP. Enrollment guidelines, and effective dates are governed by SHBP.
 1. Employees may enroll in any of the plans offered by the SHBP.
 2. Princeton may substitute for SHBP such alternative carriers or programs as may continue to provide substantially similar benefits, subject to notification to the Union.
 3. The co-payments for the medical plan and prescription drugs will be in accordance with the rates set by the SHBP.
 4. As of January 1, 2013 employees of this bargaining unit shall make the minimum contributions towards their health care premiums in accordance with New Jersey State Statutes Chapter 78 P.L. 2011.

- B. Opt Out Program/Waiver - A medical insurance “opt out” program is available for all full-time, benefits eligible employees in lieu of medical insurance. In order to be eligible to waive insurance coverage, an employee must submit the proper waiver application/form and proof of insurance coverage through another source for the applicable period which is being waived. In return for this waiver, the employee will receive 25% of the applicable premium savings or \$5,000 per annum, whichever is less. These amounts are consistent with state statute. Waiver incentives are only payable if the other coverage is through a non- SHBP/SEHBP plan.

Opt Out Payments: Employees receiving opt out will be paid out over the course of the year through their paychecks. Opt out payments shall be prorated based on the period of time of participation in the opt out from health insurance coverage.

- C. Princeton will continue to provide dental coverage for the employees and their eligible dependents as defined by the insurance carrier. If providers are changed, the level of provided dental coverage shall be substantially similar, or better during the life of this contract.
- D. Employees who retire from Princeton with a minimum of ten (10) years of service with Princeton, and who have been enrolled for 25 years in the pension system, will be provided medical insurance and prescription coverage for themselves and their eligible dependents who are covered by the Plan at the time of retirement.
1. Coverage is limited to the same persons who are covered at the time of retirement, and only to the extent that the retiree and those same dependents are eligible under the rules of the SHBP for the type of coverage in effect at the time of retirement.
 2. No coverage will be provided during the period when medical coverage is furnished the retiree from another source. The retiree is responsible for notifying Princeton at the start of such coverage and at its termination.
 3. A retired employee and/or spouse, domestic partner, civil union partner and/or dependent eligible for Medicare coverage by reason of age or disability must coordinate benefits as according to Plan guidelines. In addition, evidence of enrollment in Medicare must be provided to the SHBP. Failure to enroll in both parts of Medicare when eligible will result in the retiree’s and/or dependents coverage being terminated or delayed according to the Plan guidelines. Retirees must cover the full cost of Medicare Part B coverage.
 4. Upon the retiree’s death, the medical insurance and prescription coverage cease. There are no benefits provided for the surviving dependent(s).

D-2: Workmen’s Compensation

Employees who suffer job-related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. Princeton covers worker’s compensation benefits through its membership in a Joint Insurance Fund (JIF). Any occupational injury or illness must be immediately reported to the supervisor or Department

Head. All required medical treatment must be performed by a Workers Compensation Physician appointed by the JIF and payment for unauthorized medical treatment may not be covered pursuant to the Act.

In order to qualify for workers' compensation benefits, an injured employee must complete an official Princeton Accident Report and seek medical attention from the designated medical panel provider(s). Failure to provide an accident report could result in disciplinary action. The employee must report to Administration on a regular basis regarding medical status until released from treatment by the attending physician.

Employees will receive regular wages while out on worker's compensation. All Workers Compensation insurance wage payments or third-party sick pay will be paid to Princeton as reimbursement for wages paid to the employee. Except in the case where an employee is on layoff status, or terminated, they may receive worker's compensation wage payments directly, and will not be entitled to regular wages from Princeton.

Princeton will endeavor to bring employees with temporary disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential functions of their positions because of injury or illness. Transitional duty is not guaranteed and will not exceed 45 workdays.

An employee requesting transitional duty or the Workers Compensation Physician shall notify the Administrator as soon as the temporarily disabled employee is able to return to work with restrictions. Transitional duty will only be assigned if the employee will probably be able to perform the essential functions of the position after the transitional duty period. The Administrator will consult with the Department Head to determine if there is any meaningful work that can be performed consistent with the restrictions. Transitional duty assignments may be in any department and not just the employee's normal department. The Administrator will decide if it is in the best interest of Princeton to approve a transitional duty request and will notify the employee of the decision. Princeton reserves the right to terminate the transitional duty assignment at any time without cause.

Employees may not refuse transitional duty assignments that are recommended by the Workers Compensation Physician. In such cases, failure to report to work as directed shall constitute immediate grounds for dismissal. If the employee believes that the transitional duty assignment is beyond the employee's abilities, the employee may request a meeting with the Administrator who will render a written response within 24 hours.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval from the Administrator. If transitional duty is approved, the employee or Workers Compensation Physician must keep the Administrator informed of the medical progress. (Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments but must request leave time for any other reason.) If at the end of transitional duty period the employee is not able to return to work without restrictions, Princeton reserves the right at its sole discretion to extend the transitional duty or place the employee back on Workers Compensation or disability. This

policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life-Threatening Illnesses Policy or other Federal or State law.

Time off under worker's compensation due to a work-related injury may be charged against employee's FMLA medical entitlement.

The period covered by worker's compensation shall not be charged against sick leave.

D-3: Pension Plan

Princeton will for the life of this agreement meet its obligations to make payments to the Public Employee Retirement System.

D-4: Coveralls, Rain Gear and Clothing

Princeton shall provide the following uniform clothing:

Three (3) non-hooded sweatshirts in the first year of the contract.

One (1) hooded heavy weight sweatshirt in the first year of the contract.

The following uniform items are supplied to employees. Weekly uniform cleaning is supplied by Princeton, but the service is not mandatory.

- Eleven (11) cotton or blended pants.
- Eleven (11) short sleeved t-shirts
- Two (2) perma-lined jackets.
- One set of light weight coveralls.
- One set of insulated coveralls.
- Operators, mechanics, and SOC workers shall receive two (2) additional sets of lightweight coveralls.

Princeton shall provide weather appropriate leather work gloves, rain jackets (with hood), rain pants, rubber "slush" boots, and all required safety clothing and gear.

Princeton shall repair or replace any Princeton supplied work clothes that are damaged or destroyed while an employee is performing their assigned work.

Upon separation of employment all uniforms and safety equipment must be returned to Princeton. Princeton will be reimbursed for uniforms and for equipment not returned through payroll deduction or direct payment by the employee.

Employees are required to wear safety tip work boots meeting the ASTM F2413-05 standard during all working hours. Employees shall receive a payment of eight hundred seventy five dollars (\$875.00) as a safety allowance for use in the purchase of outerwear as appropriate to perform the duties of their position and work boots. The payment will be made by March 1 and will be a

separate payroll deposit. This amount will be prorated for employees who work less than the full calendar year.

These appropriate clothing items are to be worn by employees at all times during working hours. Failure to observe this rule will result in disciplinary action. Should an employee be unable to wear appropriate clothing due to reasons beyond the employee's control i.e., clothing damaged or not returned by Princeton, the employee is to notify their supervisor in writing, on forms provided by Princeton, and acknowledged by supervisor. This action, when properly completed, will allow employees to avoid disciplinary action.

Part time employees will receive sufficient uniforms and gear based on the number of part-time hours scheduled.

Part time employees will also receive an annual work boot allowance equal to one-half that received by full time members of the bargaining unit in the same manner outlined above.

Part-time employees will not receive the safety allowance as outlined above.

D-5: Eye Care Program

Princeton provides an eye care program. This program will provide for employees or their dependents to receive up to two hundred (\$200.00) total reimbursement per family for employees and their dependents per year towards the cost of eye examinations and/or the purchase of regular prescription eyeglasses, bifocal prescription eyeglasses, Lasik surgery, safety glasses or contact lenses every year. The employee must file paid receipts for the examinations, eyeglasses or contact lenses with the Administrator prior to receiving reimbursement provided for herein above. Receipts must be submitted by March 31 of a subsequent year for prior year reimbursement.

D-6: Tuition Reimbursement

Reimbursement up to the sum of \$2,750 per calendar year will be paid for tuition expenses, provided a grade C or better is attained, to employees who continue their education in subjects related to their current work for Princeton if such course or sources have been previously approved by their Department Head and if they are not otherwise compensated. If the reimbursed employee leaves employment with Princeton within a year of receiving said amount, the employee must reimburse Princeton for the amount received.

For those employees wishing to obtain a CDL, Princeton will assist the employee in their efforts to obtain same.

D-7: Credit Union

Princeton employees, as well as any member of the employee's family, living in the same household, can join the Princeton Federal Credit Union.

D-8: Direct Deposit

Princeton employees must set up direct deposit to their bank institution and/or credit union. Direct deposit is started based on a signed direct deposit authorization form from an employee to the payroll office.

D-9: Deferred Compensation

Princeton employees are eligible to enroll in the deferred compensation plan(s) of their choice that are offered by Princeton. The plan offers to Princeton employees the advantage of investing pre-tax dollars in their program. There are numerous types of funds with various levels of risk involved. (See Human Resource Manager for a list of plans).

D-10: Employee Assistance Program (EAP)

Employees and their immediate family will be eligible for and have access to an Employee Assistance Program for voluntary use in dealing with personal, family, work- related issues or controlled substance/alcohol counseling. If an employee needs further information regarding the EAP, they may call 1-800-527-0035. They may voluntarily contact the EAP directly to schedule a confidential appointment with a counselor. All discussion between the employee and the counselor is strictly confidential. Princeton staff and fellow employees will have no knowledge of the employee's request for help.

Involuntary referrals: Employees may be required by Administration, as part of a disciplinary action or other work-related issue, to seek counseling through the EAP. All discussions held between the EAP counselor will be strictly confidential. Employee participation and completion requirements will be in writing from Administration.

D-11: Flexible Spending Accounts

Princeton offers its employees a flexible spending plan where employees may elect to put part of their pay into personalized accounts, for both health care and dependent care expenses, before, federal, state and social security taxes. (Pursuant to Ch. 78, P.L. 2011)

D-12: Disability / Life Insurance

Princeton offers its employees, at the employee's cost, the option of purchasing disability insurance and/or life insurance.

ARTICLE E - SENIORITY PROVISIONS

E-1: Seniority

Seniority is defined as an employee's continuous length of service with former Princeton Township, former Princeton Borough, and/or Princeton retroactive to the latest date of hire as a full-time employee.

- A. A newly hired full-time employee shall be considered without seniority until becoming permanent, following successful completion of a six (6) month, unless extended, probationary period.
- B. Seniority shall be given preference, qualifications being reasonably equal, in any transfer, layoff or recall. Employees who are laid-off shall retain their priority seniority provided that re-employment occurs within six (6) months of layoff.

E-2: Probationary Employees

An employee is probationary during the first six (6) full months following the most recent date of employment. Employees may be terminated at any time during this probationary period. Such termination is not subject to any of the grievance provisions of this Agreement. Princeton at its discretion may extend probation for up to another 3 months.

E-3: Promotion

Promotion shall mean the advancement of an employee to a job classification within the unit which has a higher maximum salary. A full-time employee shall not lose any fringe benefits due to a promotion. Prior to promotion, an employee shall be informed of the new wage rate. When an employee is given an opportunity on a trial or temporary basis to qualify for promotion by serving in a new position, their permanency in their former position shall be continued during such trial or temporary period and the employee shall have the opportunity to return to the former position in the event the promotional opportunity does not become permanent, provided there is no discharge for cause.

Promotions shall be based on employee qualifications and performance.. All things being equal in promotional opportunities, then seniority/longevity will be the determining factor.

E-4: Transfer

Transfer is the assignment of a qualified employee to a full-time position which requires a permanent change in the employee's regular reporting location. In the event no qualified employee agrees to be transferred, Princeton will make the assignment in the inverse order of seniority from among the employees whom it considers qualified, giving consideration to hardship.

*Princeton will make the final determination regarding transfer.

E-5: Layoff

- A. When Princeton determines that a reduction in the number of employees covered by this Agreement is to occur, the following principles will govern:
 - 1. In determining the order in which employees are to be laid off, seniority will prevail for all employees covered under this Agreement as long as the more senior employee has the

qualifications, skills and abilities to perform the required work as reasonably determined by the Administrator.

2. The effective date of separation from the payroll will be no sooner than thirty (30) calendar days following written notification to the employee.
 3. Princeton shall meet with the Union to discuss the impact of the layoff at least fourteen (14) days in advance of the effective date. At or prior to the meeting Princeton shall supply the Union with a list of the positions that Princeton is targeting for layoff, as well as a current list of all employees in such positions with their overall seniority and their seniority within their current job title.
- B. Laid-off employees retain recall rights for eighteen (18) months following the actual date of separation. Employees being recalled must have the qualifications, skills and abilities to perform the duties of the position.
- C. Employees who are laid off shall be able to sell back any unused vacation or personal time after prorating to the day of layoff for one hundred percent (100%) of their value after the first full work day of being laid-off. Once the employee requests to sell back the unused time, Princeton shall issue a check to the employee for the unused time in the next closest pay period to the date of the request.
- D. Laid-off employees who wish to be recalled must keep Princeton informed in writing of any change in their address of record.

E-6: Recall

When Princeton determines that a vacancy for a full-time permanent position exists in the job titles covered by this Agreement, the following principles will govern:

- A. The most recently laid off employee still holding recall rights within the bargaining unit and who has the necessary qualifications, skills and abilities to perform the work as reasonably determined by the Administrator, for which the vacancy exists, will be sent a recall notice by certified mail, return receipt requested, addressed to the employee's most recent address as shown on Princeton records.
- B. After such notice has been sent, Princeton may hire temporarily pending the return of the recalled employee. The temporary employee will be terminated from the recalled employee's position following the recalled employee's return to work.
- C. An employee recalled to a position with a lower salary rate than that held at time of layoff will retain recall rights by notifying Princeton that they do not wish to be recalled for that position, will not lose their recall rights.

- D. An employee recalled to a position at the same or higher salary rate than that held at time of layoff, who notifies Princeton that they do not wish to be recalled for that position, loses their recall rights.
- E. Unless Princeton receives written notification by the fifteenth (15th) calendar day following sending of the recall notice, the recalled employee loses recall rights.
- F. A recalled employee who accepts the position for which recalled, but who does not report for work by the sixth (6th) working day following written acceptance, loses recall rights.
- G. A laid-off employee upon returning to employment by exercise of their recall rights retains the seniority held on date of separation and begins accumulation of additional seniority starting with the return.

ARTICLE F- GRIEVANCE PROCEDURE

F-1: Grievance Procedure

- A. Definition: A grievance is hereby defined as a formal dispute concerning the interpretation, application, enforcement or violation of any of the terms and conditions of this agreement.
- B. Disciplinary appeals shall also be handled through the grievance procedure.
- C. General Rules
 - 1. A grievance must be filed within the time limit set and in the manner set forth herein. Failure to do so shall constitute abandonment of the grievance and it may not be carried further.
 - 2. Should a grievance not be resolved to the satisfaction of the grievant or should there be no response within the specified time limit, the grievance may be carried to the next step.
 - 3. If the answer to a grievance at any step is not appealed within the prescribed time, the grievance is considered settled on the basis of Princeton last answer, and there shall be no further appeal for review.
 - 4. Time limits may be extended by mutual agreement. However, no extension will be made if the request is received beyond the time limit.
- D. The grievance procedure shall be as follows unless any step or steps are waived by mutual written consent.
 - 1. INFORMAL: Informal discussion between the employee and their immediate supervisor.

An employee must orally present and discuss their grievance with the immediate supervisor on an informal basis:

- (a) If the nature of the grievance is such that it affects the work being done, the supervisor will make the preliminary decision immediately, and the work will proceed on the basis of this decision.
 - (b) If the grievance is not the type which requires an immediate answer, the supervisor will give their answer within three (3) working days.
- 2. Step 1: Between the Union and the Princeton Public Works Director, PSOC Manager or their designees

If the grievance is not resolved at the informal discussion level above, a written grievance (with tracking sheet) may be filed which states:

- (a) The date of the occurrence, and
- (b) The clause of the Agreement, which is claimed to be violated, and
- (c) Such other information as will aid in resolution of the grievance.

The written grievance must be received by Princeton within ten (10) calendar days after the occurrence which is being grieved.

Princeton shall set a time and place for the Step 1 hearing to be held within seven (7) calendar days after receiving the written grievance, or at a mutually agreeable later date. Princeton shall give a written answer to the Union within seven (7) calendar days after the conclusion of the hearing.

- 3. Step 2: Between the Union and the Administrator or their Designee

If the grievance is not resolved at Step 1, the Union may move the grievance to Step 2 by notifying the Administrator in writing within ten (10) calendar days after the date of Princeton's reply.

The Administrator shall set a time and place for the Step 2 hearing within seven (7) calendar days after receiving the notification, or at a mutually agreeable later date.

The Administrator shall give a written answer to the Union within seven (7) calendar days after conclusion of the hearing.

- 4. Step 3: Arbitration

If the grievance is not settled through Steps 1 and 2, the Union shall have the right, within thirty (30) working days of the Step 2 response, to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by Princeton and the Union. Any

other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- (a) The parties direct the arbitrator to decide, as to the preliminary question, whether they has jurisdiction to hear and decide the matter in dispute.
- (b) The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to those involved in the grievance. The arbitrator shall, not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement, thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be binding on the parties. The arbitrator shall be required to issue their decision within thirty (30) days after the conclusion of testimony and argument.

ARTICLE G - LABOR/MANAGEMENT COMMITTEE

G-1: Bi-Annual Meetings

Princeton and the Union shall meet twice a year, unless either side requests additional meetings and is mutually agreed upon, to address issues of mutual concern. Each of the parties shall appoint their own representatives to serve on the committees, maintaining a balance between labor and management members. Only one member each from Public Works, Parking Operations and PSOC shall be appointed to the committee, in addition to an AFSCME-NJ staff representative. It is understood that the position of the chairperson or facilitator within the committee shall be rotated periodically between labor and management, and any minutes which may be taken on behalf of the committee shall be provided to the committee members. Management shall take responsibility for notifying all supervisors of the next committee meeting to arrange for release time for labor committee members.

ARTICLE H- SEPARABILITY AND SAVINGS

H-1: Separability and Savings

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. If any such provision is declared invalid by operation of law, parties to this Agreement will enter in renegotiations on the invalid provisions.

ARTICLE I - TERM AND RENEWAL

I-1: Term and Renewal

This Agreement shall be in full force and effect as of January 1, 2024, and shall remain in effect through December 31, 2027 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other give notice, in writing, at least one hundred and twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Princeton and the Union shall exchange copies of its their entire proposals by September 1, 2027 or such later date as may be agreed to by the parties.

The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply only to employees on Princeton's payroll on or after the date of the signing of this Agreement.

ARTICLE J - FULLY BARGAINED PROVISIONS

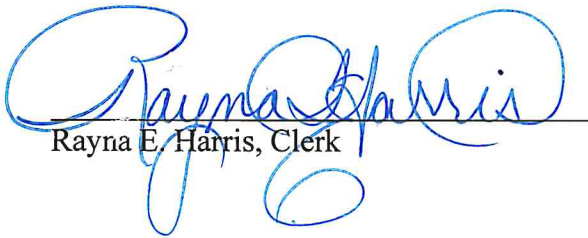
J-1: Fully Bargained Provisions

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such issue whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

In witness thereof, Princeton and the Union have caused this Agreement to be signed by their duly authorized representatives as of this 23rd day of October, 2024.

MUNICIPALITY OF PRINCETON

ATTEST:



Rayna E. Harris, Clerk

By:




Mark Freda, Mayor

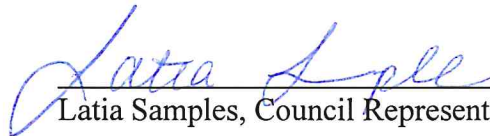


Bernard Hvozdovic, Administrator

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



Axel Soto, President



Latia Samples, Council Representative

APPENDIX A
SALARY ADJUSTMENTS AND WAGE INCREASES

<u>Old Title</u>	<u>New Title</u>	<u>Adjustment</u>	<u>New Range</u>
Custodian I	Bldg. Maintenance	\$1,500	\$45,078 - \$65,172
Custodian II	Bldg. Maintenance	\$1,500	Same
Laborer/Maintenance	Maintenance I	\$1,500	\$45,078- \$60,315
Truck Driver/Maintenance II	Maintenance II	\$3,750	\$50,585 - \$66,686
Senior Maintenance	Maintenance III	\$2,000	\$66,247 - \$70,336
Equipment Operator	Heavy Equip. Operator	\$2,000	\$72,691 - \$74,811
Tree Person	Tree Care Specialist	\$2,000	\$55,377 - \$60,000
Sewer Maintenance I	same	\$2,000	\$47,934 - \$49,111
Sewer Maintenance II	same	\$2,000	\$54,219 - \$64,402
Senior Sewer Maintenance	Sewer Maintenance III	\$2,000	\$68,633 - \$70,845
Equipment Operator/Sewer	Sewer Heavy Equip. Op.	\$2,250	\$72,691- \$74,301
Meter Maintenance	Same	\$2,000	\$45,578 - \$63,740
Senior Meter Maintenance	Meter Maintenance	\$1,500	Same

Heavy Equipment Mechanic \$68,000 to \$85,343

Mechanic Salaries

Hart - \$71,716 + \$1,000 (May 2024)
Moreen - \$70,551
Hopkins - \$85,343

New Positions Requiring Salary Range

Lead Tree Care Specialist	\$56,000 - \$72,000
Lead Bldg. Maintenance	\$64,000 - \$70,000
Sewer Tech	\$71,500 - \$76,000

Additional Salary increases on top of new salaries

2024	-	1.25%
2025	-	2.5%
2026	-	2.75%
2027	-	3.0%

Part- time employees will receive the same percentage increase on their hourly rate.

APPENDIX B

JOB TITLES

Preamble to Job Titles

The following titles will list some of the general work to be done by employees in the affected job classifications. They are not, in any sense, a complete listing of all the work, which is properly assignable to the classification involved. The job descriptions are to be used for two purposes only:

1. To give the employee a general picture of some of the work which is expected of them.
2. To determine when an employee performs out-of-title work for the purpose of Article B - 4.

New duties required to meet the changing needs of Princeton will be included in the job title which is most nearly related to such duties.

Princeton retains the right to create new jobs and/or positions within this bargaining unit and the union retains the right to negotiate the terms and conditions of employment of any new jobs and/or positions created within this bargaining unit.

The parties agree that the regular activities and work of those who are not represented shall continue in accordance with the practice which existed prior to the original requirement.

Each of the job titles contains a requirement "must have a valid New Jersey or Pennsylvania Driver's License." Some positions require that an employee must have a commercial driver's license. In the event an employee loses their license temporarily, Princeton will determine whether the loss adversely affects the work before deciding upon retention, demotion or release of the employee.

Unless otherwise granted an exception by the New Jersey Division of Pensions and Benefits, all employees shall be residents of New Jersey.

Driver's License Policy:

Any employee whose work requires that the operation of municipal vehicles must hold a valid driver's license.

Any employee whose work requires that the operation of municipal vehicles across state lines, must have a physical by a New Jersey Department of Transportation approved physician and said physical information must be on file with the New Jersey Motor Vehicle Commission.

All new employees who will be assigned work entailing the operating of a municipal vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment.

Periodic checks, but not less than annual, of employee's drivers' licenses through visual and/or formal Department of Motor Vehicles review checks shall be made by the Human Resources Manager or other Administrator designee. Any employee who does not hold a valid driver's license will not be allowed to operate a municipal vehicle until such time as a valid license is obtained.

Any employee performing work which requires the operation of a municipal vehicle must notify the immediate supervisor in those cases where a license is expired, suspended or revoked and /or who is unable to obtain an occupational permit from the State Department of Licensing. An employee that fails to report such an instance is subject to disciplinary action, including demotion or termination. An employee who fails to immediately report such revocation or suspension to their supervisor and continues to operate a municipal vehicle shall be subject to possible termination. Any information obtained by Princeton in accordance with this section shall be used by the municipality only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. S 2721 et seq.).

Maintenance Person I, II, III, and Heavy Equipment Operator

Job Summary: Maintenance Persons I and II and Heavy Equipment Operators are responsible for maintaining public infrastructure including, but not limited to, public buildings and grounds; paved roadways, sidewalks, shared use paths, bikeways, and other public rights of way improvements; and storm sewer inlets, treatment facilities, and piping.

Reports to: Director of Public Works

Job Specific Requirements:

- **Maintenance Person II, III, and Heavy Equipment Operators** shall maintain a valid Class B commercial driver's license
- **Heavy Equipment Operators** shall have a minimum of 3 years' experience as a Heavy Equipment Operator for a contractor or public works organization and must be able to demonstrate an ability to operate the equipment owned by Princeton at the time of employment. For an existing employee to become a Heavy Equipment Operator, they must satisfy the above requirements and demonstrate an ability to skillfully operate Princeton-owned equipment.
- **Maintenance Person III** shall have at least 10 years of experience in maintenance, repair, and inspection practices. This requirement can be waived by the Public Works Director based on factors such as experience, overall job performance, and skill sets that the individual has displayed thus far. Maintenance Person III shall have demonstrated expertise in concrete masonry construction and finishing techniques.

Job Specific Work Hours: None / Follows Article B-2

Maintenance Person I Duties:

1. Operate air compressors and related attachments, concrete mixers, lawn mowers, leaf blowers, and other light equipment.
2. Perform winter maintenance operations on walkways, building steps, etc.
3. Check equipment and vehicles (less than 26,000 lbs. gross weight) for safety and mechanical issues prior to operating.
4. Perform pre/post inspections for vehicles to ensure proper operation; reports any malfunctions to supervisor and Fleet Supervisor.
5. Perform basic truck cleaning and maintenance.
6. Perform pothole and pavement repair.
7. Participate in the annual leaf, branch and log, collection program.
8. Assist in the maintenance and construction of the storm water collection system.

9. Install and maintain streets and traffic signs/posts.
10. Paint pavement markings.
11. Cut grass and other vegetation around guardrails, roadsides, and other municipally owned properties including open space.
12. Install, repair, and replace stormwater pipes, maintenance holes, and other structures.
13. Assist Tree Care Specialists as directed.
14. Clean inlets, catch basins and maintenance holes.
15. Responsible for picking up trash and debris on public property and streets.
16. Perform various roadway repairs including streets, curbs, and sidewalks.
17. Perform light carpentry and building maintenance work such as interior painting and ceiling repairs.
18. Direct traffic for maintenance operations, special events, and emergency-related events.
19. Work scheduled on-call duties and after hours, as needed, for special events and weather-related emergencies.
20. Assist the other divisions of Public Works, when necessary, as directed.
21. Perform related work as required.

Maintenance Person II Duties:

1. Perform all duties listed for Maintenance Person I.
2. Snowplow, sand, and remove ice from municipal roads and parking lots.

Maintenance Person III Duties:

1. Perform all duties for Maintenance Person I and II.
2. Supervise one or more employees as directed.
3. Perform and oversee concrete sidewalk construction.
4. Perform masonry work for storm sewer repairs.

Heavy Equipment Operator Duties:

1. Perform all duties listed for Maintenance Person I, II, and III.
2. Operate street sweeper, front-end loader, backhoe, compactor, or bulldozer.
3. Clean, service and perform field maintenance on the equipment.
4. Participate in annual street sweeping program.
5. Load and unload gravel, dirt, timber, and other materials.

Sewer Maintenance Person I, II, and III, Sewer Tech, and Sewer Heavy Equipment Operator

Job Summary: Sewer Department personnel are responsible for maintaining the integrity and functionality of the municipal sanitary sewer collection system. Staff are responsible for performing repairs, conducting inspections, responding to emergency calls both during and after hours.

Reports to: Sewer Operations Construction Manager

Job Specific Requirements:

- Knowledge of basic plumbing and mechanical systems.
- Basic computer skills and knowledge.
- Strong problem-solving skills and ability to work independently.
- Availability for mandatory on-call responsibilities during evenings, weekends, and holidays.
- **Sewer Maintenance Persons II and III, Sewer Tech, and Sewer Heavy Equipment Operator** shall possess a minimum Class B Commercial Driver's License with Tanker and Air Brake endorsements.
- **Sewer Heavy Equipment Operators** shall have a minimum of 3 years experience as a Heavy Equipment Operator for a contractor or public works organization and must be able to demonstrate an ability to operate the equipment owned by Princeton at the time of employment. For an existing employee to become a Sewer Heavy Equipment Operator, they must satisfy the above requirements and demonstrate an ability to skillfully operate Princeton-owned equipment.
- **Sewer Maintenance Person III** shall possess and maintain a valid New Jersey Department of Environmental Protection (NJDEP) collection system operator's license, which demonstrates their compliance with state regulations and standards regarding operating and maintaining a sanitary sewer collection system. Princeton is a "C" class facility, those holding a C-1, C-2, or C-3 license would be considered.
- **Sewer Maintenance Person III** shall hold a certification from the National Association of Sewer Service Companies (NASSCO) for Pipeline Assessment Certification Program (PACP). This certification indicates proficiency in assessing and evaluating pipeline conditions, a crucial aspect of sewer maintenance and repair.
- **Sewer Maintenance Person III** shall have a minimum of 10 years of relevant experience in sewer maintenance, repair, and inspection. This requirement can be waived by the Administrator based on factors such as past experience, overall job performance, and skill sets that the individual has displayed thus far.
- **Sewer Maintenance Person III** shall demonstrate proficiency in operating closed circuit television inspection (CCTV) equipment used in sewer systems.
- **Sewer Tech** shall possess and maintain a valid New Jersey Department of Environmental Protection (NJDEP) C-2 Collection System Operators License, at a minimum.

Job Specific Work Hours: None / Follows Article B-2

Sewer Maintenance Person I Duties:

1. Conduct regular inspections of the municipal sanitary sewer collection system.
2. Perform and assist with repairs and maintenance on different parts of the collection system, including pump stations, pipelines, and related infrastructure.
3. Operate various hand-held tools and power equipment safely and efficiently.
4. Monitor and troubleshoot issues to identify root causes and implement effective solutions.
5. Respond promptly to after-hour call backs and perform necessary repairs or interventions.
6. Keep detailed records of maintenance activities, repairs, and inspections.
7. Collaborate with team members and supervisors to ensure effective communication and coordination of tasks.
8. Comply with all safety regulations and procedures while performing job duties.
9. Provide excellent customer service to residents and stakeholders while interacting with the public.
10. On-call requirements for Sewer Maintenance Person I are at the discretion of the Administrator.

Sewer Maintenance Person II and III Duties:

1. All duties listed for Sewer Maintenance Person I.
2. Operate Sewer Jet Truck and Sewer Jet/Vac Truck.
3. Fulfill mandatory on-call responsibilities on a rotating basis.
4. Sewer Maintenance Person III shall supervise one or more individuals.
5. Sewer Maintenance Person III shall coordinate tasks, provide guidance and training, and ensure compliance with safety protocols and regulations.

Sewer Tech Duties:

1. All duties listed for Sewer Maintenance Person I, II and III.
2. Conduct proper grease trap inspections.

3. Conduct proper sewer disconnect and new sewer connection inspections.
4. Document data in the field for record keeping purposes.

Sewer Heavy Equipment Operator Duties:

1. All duties listed for Sewer Maintenance Person I, II and III.
2. Operate street sweeper, front-end loader, backhoe, or bulldozer.
3. Clean, service and perform field maintenance on the equipment.
4. Load and unload gravel, dirt, pipe, block, and other materials.

Heavy Equipment Mechanic

Job Summary: Heavy Equipment Mechanics are responsible for maintaining all of the vehicles within the municipal fleet as well as other light and heavy duty equipment and tools.

Reports to: DPW Fleet Supervisor / Lead Mechanic

Job Specific Requirements:

- Valid Class A commercial driver's license with tank endorsement (for employees hired after September 16, 2024)
- Demonstrated experience with welding, plasma cutting, and oxy-acetylene torch use
- Knowledge of gasoline, diesel, hydraulic and pneumatic theory and operation.
- Understanding of computer-controlled systems in both heavy and light duty vehicles

Job Specific Work Hours: None / Follows Article B-2

Heavy Equipment Mechanic Duties

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all the work which is properly assignable to this classification.

1. Maintain, clean, and repair all motorized and non-motorized equipment, tools and other items.
2. Maintain and clean all municipal property, which includes but is not limited to, snow clearance of sidewalks and roadways.
3. Maintain, clean and repair all public property. This includes, but is not limited to, motorized and non-motorized equipment, tools and other equipment items in buildings and structures.
4. Use, operate, and maintain tools and equipment in a safe manner for accomplishing the work.
5. Perform stick and mig welding, plasma cutting, and the use oxy-acetylene torches. Perform fabrication as needed.
6. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick-up, delivery, and transport.
7. Maintain vehicle and equipment records using computer programs.
8. Maintain and repair machinery and vehicles owned and operated by Princeton.
9. Drive and / or operate vehicles and equipment, including but not limited to, trucks, truck and trailer combination, heavy and light equipment, forklifts and cranes.
10. Diagnose and repair drivability complaints.

11. Perform other related duties as assigned.

Tree Care Specialist, Lead Tree Care Specialist

Job Summary: Tree Care Specialists and Lead Tree Care Specialists are responsible for the care, maintenance, pruning, planting, transplanting, or removal of trees on municipally owned lands including public rights of way, open space, and parklands.

Reports to: Director of Public Works and Municipal Arborist

Job Specific Requirements:

- Must have a working knowledge of basic intricate knots and experience in operating all other arboricultural tools standard in performing tree care to industry standards.

Job Specific Work Hours: None / Follows Article B-2

Tree Care Specialist Duties: The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Climb all size trees using rope and saddle.
2. Operate an aerial lift bucket truck, chipper, and other job-related equipment.
3. Check equipment and vehicles for safety and mechanical issues prior to operating.
4. Perform pre/post inspections for vehicles to ensure proper operation; reports any malfunctions to supervisor and Fleet Supervisor.
5. Perform basic truck cleaning and maintenance.
6. Document completed work using computer equipment.
7. Attend job-related training, some of which may be outside of the normal work hours.
8. Install, maintain, and repair all properties within the municipal right-of-way. This includes, but is not limited to, trees and shrubbery.
9. Maintain and clean municipal property which includes but is not limited to sidewalks and roadways.
10. Construct, install, maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, shrubbery, lawns, pavements, structures and appurtenances.
11. Use, operate and maintain tools and equipment for accomplishing the work.
12. Assist the other divisions of Public Works when necessary as directed.

13. Maintain records and make reports.

Lead Tree Care Specialist

Job Summary: Lead Tree Care Specialists are responsible for the care, maintenance, pruning, planting, transplanting, or removal of trees on municipally owned lands including public rights of way, open space, and parklands.

Reports to: Director of Public Works and Municipal Arborist

Job Specific Requirements:

- Lead Tree Care Specialist shall have a minimum of a minimum of 10 years of hands-on experience in arboriculture, with a comprehensive understanding of tree care techniques and best practices
- Proficiency in pruning, removals, cabling, and other arboricultural tasks, with a focus on safety and precision
- Familiarity with Davey Tree Keeper software or similar programs for documenting work orders and resident interactions.

Job Specific Work Hours: None / Follows Article B-2

Lead Tree Care Specialist Duties:

1. The Lead Tree Care Technician may supervise a crew of 3-4 employees, ensuring that all tasks are executed properly and according to ANSI Z133, ISA, and LTCO standards.
2. Perform all duties listed for a Tree Care Specialist.
3. Safely perform and supervise all aspects of arboriculture, including pruning, removals, and cabling.
4. Ensure job organization, equipment utilization, and labor force are used in the safest and most efficient manner.
5. Properly maintain and operate tools and equipment (hand tools, chainsaws, chippers, and aerial lifts)
6. Adhere to and execute all OSHA safety standards.
7. Professionally communicate with the public, colleagues and supervisors; act as a tree ambassador.
8. Update daily work orders using the Davey Tree Keeper software on a mobile device or tablet.

Building Maintenance Person, Lead Building Maintenance Person

Job Summary: Building Maintenance staff are responsible for maintaining the attractiveness, safety, and cleanliness of municipally-operated buildings and surrounding grounds for municipal employees and the public.

Reports to: Buildings & Grounds Supervisor

Job Specific Requirements: None

Job Specific Work Hours: Three employees work a 1:30 pm to 10 pm shift, Monday through Friday. One employee works a 6:30 am to 2:30 pm shift, Monday through Friday. Four hours of overtime on Sunday are required for one employee; the overtime shift hours are set by the employer

Building Maintenance Person Duties: Perform general custodial duties including dusting furniture, walls, and equipment; mopping; sweeping; vacuuming; shampooing or steam-cleaning carpets and hard surface flooring; cleaning mirrors, and glass windows and doors; scrub and sanitize, kitchens, restrooms, and locker rooms; and restocking paper and soap supplies.

1. Mix cleaning solutions and chemicals in containers in preparation for cleaning, according to instruction.
2. Follow procedures for the use of chemical cleaners and power machinery to prevent damage to floors and fixtures.
3. Perform cleaning functions specific to the assigned facilities and / or based on seasonal requirements.
4. Empty trash and recycling receptacles, and properly dispose materials in dumpsters or other designated locations.
5. May assist in setting up meeting room furniture.
6. May assist or perform outdoor grounds maintenance such as snow and ice removal activities, landscape bed weeding, and pavement sweeping.
7. May assist with minor maintenance tasks such as replacing light bulbs, adjusting furniture, or other similar activities.
8. Use, operate and maintain tools and equipment for accomplishing the work.
9. Report supply and equipment needs to supervisor.
10. Ensure doors are locked after cleaning areas and after hours.

11. Clean up spills with appropriate equipment.
12. Drive a municipal vehicle between sites to perform building maintenance tasks; deliver / pickup supplies and mail; and pickup / deliver voting bags.

Lead Building Maintenance Person

Job Summary: The Lead Building Maintenance Person is responsible for maintaining the attractiveness, safety, and cleanliness of municipally-operated buildings and surrounding grounds for municipal employees and the public. The Lead Building Maintenance Person also supervises the Building Maintenance Persons.

Reports to: Buildings & Grounds Supervisor

Job Specific Requirements:

- Minimum of 10 years of building maintenance experience.
- Proficiency in operating building control systems and troubleshooting plumbing, electrical, and HVAC systems issues.
- Proficiency in using a desktop or a mobile computer and basic knowledge of Microsoft office suite

Job Specific Work Hours: 6:30 am to 3:00 pm shift, Monday to Friday.

Lead Building Maintenance Person Duties

1. Perform all duties listed for Building Maintenance Person tasks.
2. Direct the work of the Building Maintenance Persons.
3. Assist in the evaluation of Building Maintenance staff.
4. Coordinate overtime and vacation schedules; performs backup Building Maintenance staff duties as necessary.
5. Manage inventory and order cleaning supplies.
6. May provide vendors with access to areas for building maintenance and may answer basic questions. May report issues with vendors to supervisor.
7. Coordinate with Fire Safety and other vendors for regular building inspections.
8. Notify supervisor regarding the need for repairs to building operating systems; contact and schedule approved repairs.
9. Assist in on-the-job training of new staff on routine procedures.

10. Monitor building security throughout shift.
11. Make weekly inspections of all buildings and grounds.
12. Meet on a regular basis with the Buildings & Grounds Supervisor to review needed maintenance work.
13. Perform minor plumbing, electrical and HVAC repairs.
14. Communicate via email, cell phone, and in-person with municipal staff regarding building maintenance requests.
15. Maintain Material Safety Data Sheets (MSDS) for all chemicals used in building maintenance.
16. Participate in the annual budgeting process to establish / implement facility operations and maintenance tasks.

Parking Meter Maintenance Person

Job Summary: Parking Meter Maintenance staff are responsible for maintaining the operation, safety, and cleanliness of municipally-operated parking facilities and hardware.

Reports to: Parking Supervisor

Job Specific Requirements: None

Job Specific Work Hours: Two employees work 7:00 am – 3:30 pm shift, Monday through Friday. One employee works a variable full time shift, subject to scheduling by the Parking Supervisor, between the hours of 9 am and 11 pm, Monday through Sunday.

Parking Meter Maintenance Duties: The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Install, maintain, clean and repair municipal property which includes, but is not limited to, parking meters, signs, equipment, decals and appurtenances.
2. Maintain and clean municipal property which includes, but is not limited to, parking garage, surface parking lots, and sidewalks areas in metered parking areas.
3. Clear snow and ice from sidewalks, surface lots, and the parking garage.
4. Maintain, clean, repair and operate parking facilities, grounds, property and appurtenances.
5. Use, operate and maintain tools and equipment for accomplishing the work.
6. Interact with people on the street who require assistance with parking equipment or general information; act as a parking ambassador.
7. Perform tasks associated with the municipality's parking operations. This includes, but is not limited to, pick up, delivery and transport.
8. Maintain records and make reports.
9. Drive a municipal vehicle to perform tasks; deliver / pickup supplies.
10. Perform duties of a Parking Attendant as assigned.
11. Assist with special events as assigned.
12. Other related duties as assigned.

Parking Attendant (Full and Part Time Position)

Job Summary: Parking Attendants are responsible for maintaining the operation, safety, and cleanliness of municipally-operated parking facilities and hardware.

Reports to: Parking Supervisor

Job Specific Requirements: None

Job Specific Work Hours: Employees work variable shifts, subject to scheduling by the Parking Supervisor, between the hours of 9 am and 11 pm, Monday through Sunday.

Parking Meter Maintenance Duties: The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Perform the routine work involved in the operations of a public parking garage, on-street metered parking system, and off-street metered parking system.
2. Monitor security system.
3. Monitor parking software, including ticket levels, car counts, equipment problems, and fill empty machines.
4. Keep parking garage clean, including equipment, signs, elevators, stairwells, pay-on-foot stations and office area. Clear snow from parking decks, entrances, and surrounding sidewalks.
5. Assist customers with pay-on-foot machines, ticket machines, smart card machines and directions; act as a parking ambassador.
6. Physically monitor the garage by walking through all areas on a routine schedule.
7. Use, operate and maintain tools and equipment for accomplishing the work.
8. Maintain records and make reports.
9. Drive a municipal vehicle to perform tasks; deliver / pickup supplies.
10. Perform duties of a Meter Maintenance Person as assigned.
11. All duties as assigned.