

3-0004

1979

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THIS AGREEMENT, made this 9<sup>th</sup> day of October,  
1979, by and between:

THE BOROUGH OF PRINCETON, a municipality in the  
County of Mercer, State of New Jersey, hereinafter referred  
to as the "Employer", and NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC., LOCAL NO. 130, PRINCETON  
BOROUGH POLICE, NEW JERSEY, hereinafter referred to as the  
"Association".

WHEREAS, the parties hereto have carried on collec-  
tive bargaining negotiations for the purpose of developing  
and concluding a general agreement covering wages, hours of  
work and other conditions of employment of the patrolmen  
and sergeants of the said Police Department of the Borough  
of Princeton.

NOW, THEREFORE, in consideration of these premises  
and mutual agreements herein contained, it is AGREED:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.01

The Employer recognizes the Association as the exclu-  
sive representative for collective negotiations concerning  
the terms and conditions of employment for all of its  
employees in the classification of Princeton Borough patrol-  
men and sergeants.

Section 1.02

The bargaining unit shall consist of all patrolmen  
and sergeants of the Police Department of the Borough of  
Princeton, Mercer County, New Jersey.

Section 1.03

This agreement shall be binding upon the parties hereto and their successors.

Section 1.04

The management of the police department and the direction of the employees covered by this Agreement are recognized to reside in the Mayor and Borough Council and in the officers in the chain of command of the department, as provided by law, ordinance or regulation. This includes, but is not limited to, the right to hire, promote, assign, transfer, schedule, relieve from duty, demote for cause, suspend for cause, discharge for cause or any other proper and legitimate action necessary to assure the proper functioning of the Borough Police Department. Nothing herein shall be deemed to supersede or alter disciplinary procedures established by law or by ordinance or regulation pursuant to law.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 2.01

Collective negotiations with respect to terms and conditions of employment for 1979 and succeeding years shall be conducted by the duly authorized negotiating agent of each of the parties so long as the Association shall continue to be the exclusive representative of the bargaining unit.

Section 2.02

Collective negotiating meetings shall be held at times, and places mutually convenient at the request of either party, and subject to approval of the Chief of Police

or in his absence the Captain or Lieutenant, with respect to duty schedules. Employees of the Employer who are designated by the Association to participate in collective negotiating meetings called for the purpose of negotiating this agreement and agreements for 1979 and succeeding years will be excused from their work assignments with no loss of pay so long as the Association shall continue to be the exclusive representative of the bargaining unit.

### ARTICLE III

#### CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

##### Section 3.01

The Association President or his authorized representative shall be granted a reasonable amount of time during his regular working hours without loss of pay to present, discuss and adjust grievances in accordance with Article XII. He shall not leave his work without first obtaining the permission of the Chief of Police, or in his absence, the captain or lieutenant, which permission shall not be unreasonably withheld.

### ARTICLE IV

#### EQUAL TREATMENT

##### Section 4.01

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Association membership or lawful Association activities.

### ARTICLE V

#### HOURS OF EMPLOYMENT AND COMPENSATION FOR EXTRA HOURS

##### Section 5.01

a. The normal work week for all police officers shall

be forty (40) hours per week commencing September 1, 1979. The normal work day for all police officers shall be eight (8) hours per day commencing September 1, 1979.

b. For police officers assigned to shift duty, the normal working hours shall consist of a twenty-eight (28) day duty cycle, during which the officer assigned to shift duty shall work twenty-one (21) normal working days and be off duty for seven (7) days. After completion of each twenty-eight (28) day cycle, each officer assigned to shift duty shall accrue a credit of one (1) day of compensatory time in order that the shift work cycle be equivalent in time worked in a forty (40) hour work week.

c. The Chief of Police in his discretion shall have the right to specify and schedule when any said accrued compensatory time off shall be taken by an Employee. If the Employee shall fail to take any time off as so specified and scheduled, he shall be deemed to have waived the same and shall not thereafter be entitled to the time off so waived or to payment therefor.

#### Section 5.02

##### a. Holdover Duty and Pay

Effective September 1, 1979, any police officer who is required to be on duty beyond the normal hours of employment by reason of holding over on duty after the end of a regularly schedule duty assignment shall be compensated by time off from duty at the rate of an hour and one-half off for the first hour of such holdover time and by being paid overtime for such holdover time in excess of one hour, under the following terms and conditions:

- (1) The compensatory time-off year shall be the twelve-month period ending November 30th.
- (2) The Chief of Police in his discretion shall have the right to specify and

schedule when any accumulated compensatory time off shall be taken by an employee. If any employee shall fail to take any time off as so specified and scheduled, he shall be deemed to have waived the same and shall not thereafter be entitled to the time off so waived or to payment therefor.

- (3) If the Chief of Police shall fail, by December 1st, to specify when any accumulated compensatory time off shall be taken, the employee shall be paid on a straight-line basis for the accumulated time off not so specified and scheduled. The compensatory days provided for in 1979 so that the shift work cycle will be equivalent in time worked to a forty (40) hour week as provided for in Section 5.01(b) herein may be, if necessary, carried over into 1980.

b. Private Employment Pay for Extra Work

All employees in the bargaining unit shall be compensated for services provided when normally off duty to individuals, groups, clubs, institutions and others for which payment is made to the Borough by those receiving the service [not including service under Section 5.02 c (4)], and which service the Borough is not expected or obligated to provide as a normal police function (e.g. private employed traffic duty or security at private parties, school athletic and social events, and club dances). All employees in the bargaining unit shall be compensated for this extra work performed after the date of execution of this contract at the rate of twelve (\$12.00) dollars per hour.

c. Overtime Pay

Police officers who incur additional duty beyond the normal hours of employment for the following reasons shall be compensated for such additional duty by overtime pay, except as otherwise provided in this agreement as to holdover time, private employment, squad meetings, detective and juvenile officer assignment, and firearms qualification training:

- (1) Court time (local, county or State).
- (2) Investigations, accidents, surveillances, emergencies and attending schools, conferences, seminars, etc.
- (3) School crossing duty.
- (4) Stadium and traffic police duties at Princeton University football games at Palmer Stadium.

d. Overtime Pay Defined

As used in this Agreement, "overtime pay" means pay calculated at an hourly rate equally to one and one-half times the employee's regular hourly rate (including base salary, longevity and allowances for juvenile officer and detective assignments).

e. Compensation Payment

The compensation due for holdover duty, overtime, and extra work pay as defined hereinabove for duty performed after the date of execution of this contract shall be paid not later than the second pay period following the pay period in which the overtime compensation report was recorded in the Borough Payroll Office.

f. Staff Meetings

Princeton Borough Police Sergeants shall meet with the Princeton Borough Police Chief or a designated representative in the chain of command from time to time for departmental staff meetings. These staff meetings shall be held at reasonable intervals or whenever in the discretion of the Chief there exists a need for such a meeting. It is expressly understood and agreed that such staff meetings will not entitle the sergeants to any holdover duty pay, overtime pay or compensatory time as provided for in this Agreement.

ARTICLE VI

WAGES

Section 6.01

The annual base salary payable to the members of the police

department for normal hours of employment shall be as follows:

<u>Continuous Service Time</u>	<u>Annual Base Salary 1979</u>
1st year	\$14,651.00
2nd year	\$15,750.00
3rd year	\$17,069.00
4th year	\$17,875.00
Thereafter	\$18,680.00
Sergeants	\$20,292.00

The above compensation shall be paid retroactively from January 1, 1979.

Section 6.02 Juvenile Officer and Detective Assignments.

Those employees assigned the duties of Detective or Juvenile Officer by the Chief of Police shall receive an additional allowance at the rate of \$600.00 per year, during 1979 as long as such assignment continues. During 1979 they shall receive overtime pay for duty in excess of 65, but not in excess of 100, hours over normal hours of employment, so long as such assignment continues. No additional compensation shall be paid for duty in 1979 in excess of 100 hours over normal hours of employment.

ARTICLE VII

HOLIDAYS

Section 7.01

After the date of execution of this contract, each employee shall be entitled to nine (9) paid holidays annually, as specified and scheduled by the Chief of Police in his discretion.

In addition to the aforementioned paid holidays, as of September 1, 1979, each employee shall be entitled to compensatory time off as set forth in Article V, Section 5.01(b).

Additionally, between September 1, 1979, and December 31, 1979, each employee will be entitled to one additional compensatory day.

The year within which the nine paid holidays must be taken shall be in a twelve-month period ending November 30. The compensatory time provided for herein may be scheduled, however, at the discretion of the Chief of Police commencing September 1, 1979, and into 1980.

If an employee shall fail to take any holiday or compensatory days as specified and scheduled by the Chief of Police, the employee shall be deemed to have waived the same and shall not thereafter be entitled to the holidays so waived or to payment thereof; provided, however, that if any holidays shall have been accumulated for a special reason, then, with the approval of the Chief of Police, such specially accumulated holidays need not be taken in kind, and instead, the employee may be paid thereafter on a straight-time basis.

If the Chief of Police shall fail, by December 1st, to specify and schedule when any holidays shall be taken, the employee shall be paid on a straight-time basis for the holidays not so specified and scheduled.

#### ARTICLE VIII

#### FUNERAL LEAVE

##### Section 8.01

All members of the Association will be allowed the following time off:

A. In the case of death of Father, Mother, Grandfather, Grandmother, Wife, Son, Daughter, Grandchild, Brother, Sister, Father-in-Law, Mother-in-Law, Son-in-Law or Daughter-in-Law. . .from the day of death until the day of burial, inclusive, up to a maximum of three (3) days.

B. In the case of death of an Uncle, Aunt, Nephew, Nièce, Brother-in-Law, Sister-in-Law, Cousins of the first degree, Niece or Nephew of an Officer's wife, and Aunt



or Uncle of an Officer's wife. . .the day of burial only, provided he attends funeral.

Section 8.02

It is to be fully understood, however, that before absenting themselves, employees must notify the Chief of Police of their intended absence stating specifically the relationship between the deceased and themselves, and the days on which they will be absent. The party returning to duty shall furnish the Chief a written statement of the death.

ARTICLE IX

VACATIONS

Section 9.01

Each employee shall be entitled to vacation time as follows:

1. Upon completion of three or more months, but less than one year of continuous service, and if initially employed as a regular member of the department on or before July 1st.....5 work days
2. Upon completion of more than six months, but less than one year, of continuous service on July 1st, and if initially employed as a regular member of the department after preceding July 1st.....5 work days
3. Upon completion of one or more, but less than five years of continuous service on July 1st.....14 straight days
4. Upon completion of five or more, but less than ten years of continuous service on anniversary year of joining the department.....14 work days
5. Upon completion of ten or more years of continuous service on anniversary year of department.....21 work days
6. Upon completion of twenty or more years of continuous service on anniversary year of joining department.....28 work days

ARTICLE X

LONGEVITY PAY AND UNIFORM ALLOWANCE

Section 10.01

The annual salary of each police officer shall be increased, for merit, by an increment of \$250 after ten years of continuous service and by an increment of \$250 after each additional five years of service, but in no event shall the increments of this paragraph on account of longevity exceed the amount of \$1,000.00 annually. Longevity increments shall take effect upon the anniversary of employment.

Section 10.02

Each employee covered by this Agreement shall be furnished as needed the standard police uniform including standard badge, gun and ammunition. In addition, the cost of dry cleaning the uniforms (excluding shirts) will be borne by the Borough.

ARTICLE XI

HOSPITAL AND MEDICAL INSURANCE

Section 11.01

A. The Employer will provide to the employee and eligible dependents effective October 1, 1979, the Blue Cross/Blue Shield 14/20 Medical Insurance Plan, including hospitalization, medical insurance and major-medical insurance.

B. The Employer agrees to provide retirement benefits as required by applicable New Jersey Statutes.

C. In addition to the foregoing, the Employer will maintain a prescription purchase plan similar to that offered by Hospital Service Plan of New Jersey, wherein the individual members of the Association shall be responsible only for the first dollar (\$1.00) per prescription purchased.

D. The Employer will also maintain the New Jersey Dental Service Plan or equivalent of basic benefits for employees only, without deductible or co-payment clauses, during 1979.

ARTICLE XII  
GRIEVANCE PROCEDURE

Section 12.01

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1

An individual employee may take up his or her grievance or dispute with the Chief of Police within fifteen (15) days after the date of the occurrence or within ten (10) days after its becoming known. The Chief of Police shall attempt to adjust the matter and shall respond to the individual employee or his representative within five (5) working days thereafter. If the grievance or dispute is not taken up at this step within fifteen (15) days of its occurrence or within ten (10) days after its becoming known, it shall be deemed abandoned.

Step 2

If the grievance has not been settled, it may be presented, in writing, by the Association or the individual to the Public Safety Committee within ten (10) days after the ruling of the Chief of Police. The Public Safety Committee shall respond to the individual or Association, in writing within fourteen (14) days after submission. If the grievance or dispute is not taken up at this step

within ten (10) days after the ruling of the Chief of Police it shall be deemed abandoned.

Step 3

If the grievance has not been settled, it may be presented in writing by the Association or the individual to the Princeton Borough Council within fifteen (15) days after the ruling of the Public Safety Committee. The Borough Council shall respond to the individual or Association, in writing, within fourteen (14) days after submission. If the grievance or dispute is not taken up at this step within fifteen (15) days after the ruling of the Public Safety Committee, it shall be deemed abandoned.

Step 4

If the grievance is still unsettled, the Association may, within fifteen (15) days after the ruling of the Borough Council, request arbitration by written notice to the Council. If arbitration is not so requested within fifteen (15) days after the ruling of the Borough Council the grievance or dispute shall be deemed abandoned.

In the event that the matter shall proceed to arbitration, the arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) days after the notice has been given. If the parties fail to select an arbitrator within said time, the State Mediation and Conciliation Service or the Public Employees Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. The Employer and the Association shall each have the right to strike two (2) names from the panel in sequence, the Association striking

the first name, the Employer the second, and so on. The remaining person on the panel shall be the arbitrator. The decision of the arbitrator shall be advisory only, and he shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Association and if either party desires a verbatim record of the proceedings, it may cause such record to be made at its expense and shall make a copy thereof available to the other party without charge.

ARTICLE XIII  
IN-SERVICE TRAINING

Section 13.01

A. The cost of all police training courses, seminars and conferences authorized by the Chief of Police shall be borne by the Borough.

B. The Borough of Princeton will contribute up to the sum of \$150 annually for tuition expenses to any police officer who continues his education in the study of subjects related to police work and the police profession if such course or courses of study have been previously approved by the Chief of Police and if said officer is not otherwise compensated.

C. Employees who attend monthly squad meetings as called or scheduled by the Chief of Police shall be compensated for such attendance at their regular hourly rates (including base salary, longevity and allowances for juvenile officer and detective assignments).

D. Employees who attend firearms qualification

training required by the Chief of Police shall not be compensated for the first two such training seminars in any calendar year, but they shall receive overtime pay for any sessions attended in excess of two in any calendar year.

E. In cases where an employee, in 1979, attends an authorized school, course or training session within a radius of 50 miles of Borough police headquarters, and where such school, course or session is of at least one week's duration and includes the furnishing of sleeping quarters to persons in attendance, the Borough shall furnish the employee transportation for two round trips per week between police headquarters and the location of the school, course or session. Such transportation may be furnished in kind or by cash compensation, and if by cash, the compensation shall be computed at the rate of 15 cents per mile for the the most direct route. Transportation or compensation shall be so furnished only for trips actually made by the employee.

#### ARTICLE IV INDEMNIFICATION

##### Section 14.01

Employer shall keep in full force and effect a policy of Liability insurance coverage covering each and every member and a false arrest policy in the sum of \$1,400,000 also covering each and every member.

#### ARTICLE XV

##### Section 15.01

Whenever an employee is a defendant in any action

or legal proceeding arising out of or incidental to the performance of his duties, the Employer shall provide said employee with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the Employer or in a criminal proceeding instituted as the result of a complaint on behalf of the Employer. If any such disciplinary or criminal proceedings instituted by or on complaint of the Employer shall be dismissed or finally determined in favor of the employee, the employee shall be reimbursed for the expense of his defense.

#### ARTICLE XVI

##### Section 16.01

No employee shall be responsible for damage to Employer's property unless said damage is caused by unreasonable disregard of the same.

#### ARTICLE XVII

##### TERMINAL LEAVE

##### Section 17.01

Each employee in the bargaining unit shall be entitled to twenty-five (25) days of terminal leave with pay upon his retirement from service in the police department after twenty-five (25) years of continuous service. Payment for terminal leave shall be made upon permanent separation from service and shall be computed on the basis of the employee's annual salary at the time of separation. Such terminal leave and pay shall not apply, however, to any employee whose separation results from dismissal for disciplinary reasons.

ARTICLE XVIII

CLOTHING ALLOWANCE FOR DETECTIVES

Section 18.01

Detective clothing allowance will be at the rate of \$300 per year for officers assigned as detectives after a period of six (6) months.

ARTICLE XIX

CONVENTIONS

Section 19.01

The Employer agrees to grant the necessary time off to the members of the Association selected as delegates to attend any state or national convention/or meeting of such organization provided under N.J.S.A. 11:26C-4. The Association President shall notify in writing the Chief of Police which members have been appointed as delegates, names of the officers of the Association and any change in the list of officers. The State delegate and alternate state delegate shall not both be from the Princeton Borough Police Department.

ARTICLE XX

TERM

Section 20.01

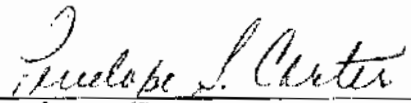
This agreement shall be effective as of the 1st day of January, 1979, and shall remain in full force and effect until midnight, December 31, 1979, except as otherwise expressly provided herein. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to



modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

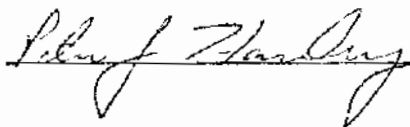
ATTEST:

  
\_\_\_\_\_  
Penelope S. Carter  
Borough Clerk

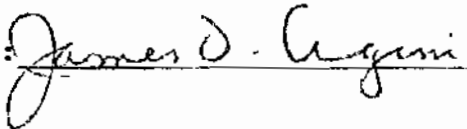
MAYOR AND COUNCIL OF THE BOROUGH  
OF PRINCETON

By:   
\_\_\_\_\_  
ROBERT W. CAWLEY, Mayor

ATTEST:

  
\_\_\_\_\_

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC.  
LOCAL NO. 130, PRINCETON  
BOROUGH POLICE, NEW JERSEY

By:   
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