

2010-2012

AGREEMENT

BETWEEN

THE BOROUGH OF PRINCETON

AND

**NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
LOCAL 130**

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PREAMBLE

THIS AGREEMENT, made this 8th day of March, 2011, retroactive to January 1, 2010 , 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 collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of the Patrol Officers and 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 exclusive representative for collective negotiations concerning the terms and conditions of employment for all of its employees in the rank of Princeton Borough Patrol Officers.

Section 1.02

The bargaining unit shall consist of all Patrol Officers 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. Employees represented by this collective bargaining unit may not request payroll deduction for payment of dues to any other labor organization other than the duly certified majority representative. Existing written authorizations for nonpayment of dues to any other labor organization shall be terminated.

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 ordinance or by regulation pursuant to law.

Article II
Collective Bargaining Procedure

Section 2.01

Collective negotiations with respect to terms and conditions of employment 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 / her absence the next ranking superior officer, with respect to duty schedules. Employees of the Employer who are designated by the Association to participate in collective negotiation meetings called for the purpose of negotiating this Agreement 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 / her authorized representative shall be granted a reasonable amount of time during his / her regular working hours without loss of pay to present, discuss and adjust grievances in accordance with Article XII. The Association President or authorized representative shall not leave work without first obtaining the permission of the Chief of Police, or in the Chief's absence, the next ranking superior officer, 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 any reason 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 average forty (40) hours per week. The normal work day for all Detectives and special units shall be eight (8) hours per day; the normal work day for Patrol Officers shall be up to twelve (12)

hours per day as assigned by the Chief of Police. Hours worked during the normal work day shall be paid at the straight time rate.

- B. For Police Officers assigned to rotating 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 one-hundred-sixty (160) hours on average.
- C. Any employee whose schedule is changed shall receive at least eighty-four (84) hours notice before said change is implemented. Failure to provide such notice will result in the employee receiving compensation at the employee's time and one-half rate (1 ½) for all hours worked which were not a part of his / her previous schedule which were worked within the notice period.

Exclusions to this eighty-four (84) hours requirement are Detectives and Officers whose schedules are changed to perform background checks on new hires. Communications' specialists may have their schedules changed by up to two (2) hours on either end of their assigned shift without the eighty-four (84) hour notice requirement.

Section 5.02

- A. 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 ("private portion") for which payment is made to the Borough by those receiving the service, 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).

Private parties will be required to cancel any extra duty assignments no later than six (6) hours prior to the time such assignments were to begin. Any officer scheduled to perform extra work shall receive two (2) hours pay by the canceling private party prior to arrival on the assignment. After arrival on the assignment, the scheduled officer shall receive four (4) hours pay by the canceling private party.

Employees in the bargaining unit shall be compensated for this extra work at the overtime rate for the individual Officer performing the work.

- B. Overtime Pay

Police Officers who incur additional duty beyond the normal hours of employment shall be compensated for such additional duty by overtime pay, except as otherwise provided in this agreement as to private employment.

- C. Overtime Pay Defined

As used in the Agreement, "overtime pay" means pay calculated at an hourly rate equal to one and one-half (1 ½) times the employee's regular hourly rate (including

base salary, longevity, allowances for juvenile officers and detective assignments).

D. Compensation Payment

The compensation due for 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.

E. Departmental Meetings

The employer shall have the right at its discretion to hold two (2) Departmental meetings during each year of this Agreement. Said meetings shall be upon seven (7) days written notice. All members attending who are not otherwise on duty, shall be compensated at time and one-half (1 ½) their regular hourly rate including base salary, longevity, allowances for juvenile officers and detective assignments. Members who are on duty at the time of said meetings and who are given permission by the Chief of Police, or in his / her absence, the next ranking superior officer, to attend said meetings and who do attend said meetings shall be entitled to no additional compensation above that of their normal shift.

F. Stand By, Call Back, Training Time and Firearms Qualifications

All patrol officers assigned to the 12-hour shift who are required to be on stand-by, shall be granted 36 hours of compensatory time on an annual basis as reimbursement for stand-by. The compensatory time shall be granted on January 1st of each year and added to an officer's time bank. If an officer is transferred from any other work shift to the 12-hour patrol shift during the calendar year, the compensatory time shall be granted on a prorated basis. In addition to the 36-hours of compensatory time, any stand-by patrol officer assigned to the 12-hour shift shall be compensated on a double-time pay basis when they are called in for duty while on stand-by. Detective Bureau would also be compensated if called in to fill in for a squad on an emergent basis.

The Chief of Police will issue a memo declaring the Departments' policy on stand-by.

Employees called back to work from stand-by shall be guaranteed a minimum of four (4) hours pay at the rate of double time for patrol officers assigned to a 12-hour shift and time and one half (1 ½) for other officers. The Borough will make every effort not to call back employees on days they are scheduled to begin their midnight shift.

It is specifically agreed by the parties that Officers who are on standby shall be called into duty before the Employer calls in other officers who are not on duty. The exception to this would be in the area of OIC where specific experience must be factored in.

Officers assigned to the tactical team who attend training during what would

otherwise be their non-duty time shall be compensated at the Officers overtime rate of time and one-half (1 ½), which may be paid either in compensatory time or in wages at the discretion of the Borough, for each hour of such training. Any scheduled training shall be approved by the Chief of Police.

Any employee who works the midnight shift will not be required to attend range training until they have been off duty for a minimum of twenty-seven and one-half (27 ½) hours.

The Police Administration will make every effort possible to schedule Officers for firearms training and qualification when they are on a regularly scheduled dayshift. In no case shall the resulted scheduling cost the Borough premium wages unless said overtime is authorized by the Chief of Police.

G. Compensatory Time

Officers who earn compensatory time must make an effort to utilize the compensatory time prior to the end of the year in which it is earned. If the Officer is not granted the time off, then he / she may accumulate up to 60 hours of that time. If there is any time remaining, the employee will be paid for that time at their hourly rate. In no case shall an Officer be permitted to have more than 60 hours of compensatory time on the books at the end of that year.

Patrol Officers are currently given 108 hours of compensatory time per year, not withstanding the thirty six (36) hours provided to Patrol Officers for being on stand-by. The 108 hours shall be placed in the officer's time-off bank in two even allotments of 54 hours on January 1st, and the remaining 54 hours on July 1st of each year. The thirty six (36) hours of compensatory time provided to Patrol Officers for being on stand-by shall be issued on the first day of each year.

Article VI
Wages

Section 6.01

- A. The annual base salary payable to the members of the Police Department for normal hours of employment shall be as set forth in Appendix A attached, and shall be retroactive to January 1, 2010.

Section 6.02 Juvenile Officer & Detective Assignments

Employees assigned to the duties of Detective or Juvenile Officer by the Chief of Police shall receive a guaranteed annual allowance at the rate of \$2,400, for as long as such assignment continues. Said employees assigned as Juvenile Officers and Detectives shall be paid for all overtime work at said employee's overtime rate.

Section 6.03 Acting Patrol Sergeant Pay

When the Patrol Sergeant is absent from duty, the Chief of Police shall designate a Patrol Officer to serve in the capacity of acting Patrol Sergeant. The Patrol Officer so designated shall carry out the duties and responsibilities of Sergeant.

The Patrol Officer so designated shall be paid the hourly rate for Sergeants based on the rate of pay for Sergeants provided for in the current SOA Agreement for all hours worked as the acting Sergeant.

Section 6.04 Field Training Officer (FTO)

An FTO is any Officer who has been assigned by the Chief of Police whose duties will be to directly supervise and train probationary Police Officers while in their field training period.

For every forty-eight (48) hours of FTO training, the Borough will compensate the FTO with a stipend of \$250. The FTO shall be maintained as cumulative and therefore, once an Officer accumulates the 48 hours, he / she shall be eligible for payment.

Article VII
Holidays & Sick Time

Section 7.01

Each employee shall be entitled to one hundred four (104) paid hours of holiday time annually. Employees may elect to be paid for up to one hundred four (104) hours of holiday time per year at straight time rate. Employees shall be paid for unused holidays, not carried over, no later than the first pay period in December of each year. In addition, an employee may elect to carry over up to twenty-four (24) hours of holiday time per year into the next calendar year as specified and scheduled by the Chief of Police.

Any unanticipated holiday time granted to all Borough employees during the contract period will also be given to the PBA Unit.

Subject to the first paragraph of this Article, if an employee shall fail to take any holiday time off 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 holiday time so waived or to payment thereof; provided, however, that if any holiday time shall have been accumulated for a special reason, then with the approval of the Chief of Police, such specially accumulated holiday time off 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 holiday time off shall be taken, the employee shall be paid on a straight time basis for the holiday time off not so specified and scheduled. The Department shall view each holiday time off request in light of current manpower needs. Current manpower needs shall reflect special details, stakeouts and other events / Police activities that require Police personnel. Once holiday time off is granted, that holiday time off will be honored unless an emergency situation arises.

To ensure minimum manpower requirements, a system of mandatory hold over and call back will be used.

Section 7.02

- A. All members are entitled to unlimited sick days to be utilized for family illness and emergencies. The family member must be a household member.
- B. Any Officer who takes more than three (3) consecutive days off for a family related or personal illness, must provide the Borough with a letter from the doctor indicating that the family member is under treatment by the physician and said treatment requires the individual to receive care. This must be provided to the Borough upon return to work. If the Officer fails to provide said information, the Borough may elect to deduct the time from other accumulated and / or earned time.
- C. When a family illness or emergency arises and the family member is a non-household member, the family member must be a child, parent or in-law of the member. The member must be the person who has “primary care” responsibility of the individual. After five days, the Chief of Police may request a note from the ill non-household member’s physician indicating that the care is necessary. Further, whenever possible, days off must be pre-approved. The Borough will not unreasonably deny requests for time off.
- D. Nothing contained within this provision is to be construed as conflicting with any rights under the New Jersey Family Leave Act.
- E. An employee shall be granted twelve (12) hours of holiday time for every four (4) months he / she does not utilize any sick time if that employee is assigned to a twelve (12) hour schedule. Employees assigned to an eight (8) hour schedule shall be granted eight (8) hours of holiday time for every four (4) months he / she does not utilize any sick time.

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, spouse, son, daughter, stepchild, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law, up to a maximum of five (5) working days. One day may be used within a three (3) month period to conduct any type of business pertaining to the deceased.
- B. In the case of death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousins of the first degree, niece or nephew of an Officer's spouse, grandparents, aunt

or uncle of an Officer's spouse, up to a maximum of two (2) working days, provided the employee attends the funeral. One day may be used within a three (3) month period to conduct any type of business pertaining to the deceased.

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 with a written statement of death.

Article IX
Vacations

Section 9.01

Each employee shall be entitled to vacation time as follows:

A. Amounts of Vacation Time

- | | | |
|----|---|-----------|
| 1. | Upon completion of three or more months, but less than six months of continuous service | 40 hours |
| 2. | Upon completion of more than six months, but less than one year of continuous service an additional | 40 hours |
| 3. | Upon completion of one or more, but less than five years of continuous service on July 1st | 96 hours |
| 4. | Upon completion of five or more, but less than eight years of continuous service on anniversary year of joining the Department | 112 hours |
| 5. | Upon completion of eight or more, but less than fourteen years of continuous service on anniversary year of joining the Department | 168 hours |
| 6. | Upon completion of fourteen or more, but less than eighteen years of continuous service on anniversary year of joining the Department | 200 hours |
| 7. | Upon completion of eighteen or more, but less than twenty-two years of continuous service on anniversary year of joining the Department | 224 hours |
| 8. | Upon completion of twenty-two or more years of continuous service on anniversary year of joining the Department | 240 hours |

B. Vacation Schedules

Vacations shall be scheduled according to the following:

1. Each employee entitled to more than one hundred twelve (112) hours vacation time shall select a vacation period of at least eighty-four (84) but not more than one hundred thirty-two (132) consecutive work hours.
 - (a.) Each employee entitled to one hundred twelve (112) or less vacation hours according to section 1. hereinabove, shall be permitted to schedule their allowed vacation time in one (1) block of time or two (2) blocks of time, neither of which can be shorter than thirty-six (36) hours.
 - (b.) It is understood that rank and seniority, in that order, shall govern in the selection of the employee who shall be entitled to take the vacation time as requested.
2. Following a reasonable time for the selection of vacation time by all employees under section 1. hereinabove, an employee entitled to vacation in excess of one hundred twelve (112) hours shall be permitted to schedule their vacation time as follows:
 - (a.) Employees entitled to more than one hundred twelve (112) hours but less than two hundred (200) vacation hours shall be permitted to take the balance of their vacation time, described under section 1. hereinabove, as an additional vacation period of consecutive work hours.
 - (b.) Employees entitled to two hundred (200) or more vacation hours shall be permitted to take the balance of the vacation days in one (1) or two (2) additional vacation periods in addition to the vacation time provided for in section 1. hereinabove. If the employee selects one (1) vacation period, then the remaining vacation shall be in consecutive hours off. If the employee selects two (2) vacation additional periods, these vacation periods shall be taken in no less than thirty-six (36) or more than eighty-four (84) consecutive work hours.
 - (1.) If an employee entitled to two hundred (200) or more vacation hours decides to divide his / her remaining vacation into two (2) additional periods, the second period shall be selected by rank and seniority as in section b.1.(b.) hereinabove.
 - (2.) Following a reasonable time, employees deciding to divide their remaining vacation into two (2) periods shall be permitted to select their remaining vacation by rank and

seniority.

- (3.) To provide for the orderly scheduling of vacations during a calendar year pursuant to Sections 1, 2 and 3, hereinabove, the Chief of Police shall post vacation schedule sign-up sheets. After the sign-up sheets have been posted for a reasonable period of time and the employees have been given an opportunity to sign up for their requested vacation time, the parties agree that it shall be the responsibility of the Chief of Police to implement the above criteria for the selection of vacation. The parties further agree that in an emergency (such as, but not limited to civil disturbance or disaster) that the needs of the Department are paramount.

Vacations may be approved by the Chief of Police or his / her designee in single day increments, up to three days and will not be unreasonably denied.

Article X
Longevity Pay and Uniform Allowance

Section 10.01

The annual salary for each Police Officer shall be increased by the following steps:

Longevity

	<u>Percentage of Salary</u>
After 5 years of continuous service	1%
After 8 years of continuous service	2%
After 10 years of continuous service	3%
After 15 years of continuous service	4%
After 20 years of continuous service	5%
After 24 years of continuous service	6%

Longevity increments shall take effect upon the anniversary of employment. Longevity payments will be made to employees in equal installments with the regular payroll cycle and shall be subject to pension contributions.

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. The employer shall pay for the cost of dry cleaning the shirts of any employee required to wear a shirt which requires dry cleaning for its proper maintenance, including Detectives. The Borough will not unreasonably deny requests for uniform repair and replacement at the Borough's expense.

Article XI
Hospital and Medical Insurance

Section 11.01

- A. Enrollment is in the State Health Benefits (SHBP) for medical insurance and prescription insurance for employees and their eligible dependents as defined by the SHBP. Eligibility is effective sixty days after the date of hire.
1. Employees may enroll in any of the health benefit programs offered by the SHBP. Effective May 21, 2010, to be eligible for health benefits coverage under the SHBP, a full-time employee will be required to work a minimum of 25 hours per week to qualify for employer provided health benefits.
 2. The Borough may substitute for the above specified health benefit programs such alternative carriers or programs as may continue to provide the same or better benefits, subject to negotiations with 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 May 22, 2010 and upon the expiration of any applicable binding collective negotiations agreement in force on that date, employees shall pay an amount as set forth in P.L. 2010, C. 2 (NJSA 52:14-17.28 et. seq.), notwithstanding any other amount that may be required additionally pursuant to this paragraph by means of a binding collective negotiations agreement.
 5. An employee who becomes a member of a State or locally-administered retirement system on or after May 22, 2010 shall pay in retirement an amount pursuant to P.L. 2010, C. 2 (NJSA 52:14-17.28 et seq.) notwithstanding any other amount that may be required additionally pursuant to this paragraph by means of a binding collective negotiations agreement.
- B. Any member of the bargaining unit who elects to obtain health insurance coverage through his / her spouse, and not through the Borough, shall be paid the sum of two thousand five hundred dollars (\$2,500.00) per. Such payment is to be made no later than the first pay period in December of each year for the period of January 1 - December 31 and shall be issued in accordance with all laws governing its issuance. In addition, in order to participate in the program, an employee must show proof of insurance prior to the issuance of the payment. This proof of insurance must be done on a yearly basis.
- C. The Borough will continue to provide dental coverage for the employees and their eligible dependents as defined by the insurance carrier.
- D. The Borough will provide an eye care reimbursement program for the employee and / or their dependents, which provides for the employee to receive three hundred

(\$300.00) dollars maximum reimbursement per year during the period of this contract toward the cost of eye examinations and / or the purchase of a pair of regular prescription eyeglasses, bifocal prescription eyeglasses or contact lenses. The employee must file paid receipts and a completed and signed voucher for the eye examination, eyeglasses or contact lenses with the Chief of Police prior to receiving reimbursement provided for the hereinabove. This benefit is eliminated for all members hired after January 1, 2011.

- E. The Borough has authorized Resolution #2004-166 & #2004-167 which recognizes same-sex domestic partners as eligible dependents for pension purposes only under the Domestic Partnership Act, Chapter 246, P.L. 2003 and to authorize participation in the New Jersey State Health Benefits Program Act of the State of New Jersey for Domestic Partnership Coverage in accordance with Chapter 246, P.L. 2003.

Section 11.02 Retiree Medical Coverage

- A. Employees who retire from the Borough, who have 25 years of credited service in the Police and Firemen's Retirement System will be provided with the Medical Insurance Plan benefits as set forth in Section 11.01 herein for themselves and eligible dependents who are covered by the Plan at the time of retirement, until the death of retiree at which time dependents are eligible to purchase health benefits under COBRA.
 - 1. Employees who retire from the Borough who have twenty-five (25) years of credited service in the Police and Firemen's Retirement System, shall be provided with a prescription plan for themselves and eligible dependents.
 - 2. 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 plan for the type of coverage in effect at the time of retirement until the death of the retiree at which time dependents are eligible to purchase prescription benefits in the same way as the health benefits through COBRA.
 - 3. Furthermore, no coverage will be provided during the period when medical coverage is furnished the retiree from another source. The retiree is responsible for notifying the Borough at the start of such coverage and at its termination.
 - 4. A retired employee and spouse and / or dependent eligible for Medicare coverage by reason of age or disability must be enrolled in both Part A (Hospital Insurance) and Part B (Medical Insurance). Both parts of Medicare are available from the Social Security Administration. Upon enrollment in Medicare, the Borough's health benefit plan becomes the secondary provider to Medicare. Proof of that enrollment, a photocopy of the Medicare card(s), must be submitted to the Borough in order to remain enrolled in any of the Borough's health benefit plans. In addition, evidence of enrollment 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. If coverage is terminated because of non-enrollment in Medicare Parts A and B, coverage may be reinstated upon the Borough receiving proof of full Medicare enrollment. Coverage will be reinstated effective the month following receipt, not retroactively.

Article XII
Grievance Procedure

Section 12.01

- A. The purpose of this procedure, is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

- C.
 - 1. With regard to employees, the term "grievance" as used herein, means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements and administrative decisions affecting them. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

 - 2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or ordinance or general orders or special orders or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

Step 1

An individual employee may take up his / 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 the employee's 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 not settled through Steps One, Two and Three, either party shall have the right within fifteen (15) work days 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 the Borough and the Association. Any other expenses, including, but not limited to, the presentation of witnesses shall be paid by the parties incurring the same.

- D. 1. The parties direct the arbitrator to decide, as to preliminary questions, whether he / she has jurisdiction to hear and decide the matter in dispute.
2. 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 him / her 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 final and binding on the parties. The arbitrator shall be requested to issue his / her decision within thirty (30) days after the conclusion of testimony and argument.

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 reimburse employees up to the sum of three thousand five hundred dollars (\$3,500) per calendar year for tuition expenses and the cost of books, provided a grade of B or better is obtained by any Police Officer who continues his / her education and to provide for Police training courses, seminars and conferences that may be attended while the employee is off duty. It is further agreed that requests to attend cannot be denied if the course is Police / job related.
- C. Employees who attend monthly squad meetings as called or scheduled by the Chief of Police shall be compensated for such attendance at their overtime pay rate (including base salary, longevity, allowances for juvenile officer and detective assignments).
- D. In cases where an employee, during the contract years, attends an authorized school, course or training session within a radius of fifty (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 in accordance with the Federal mileage allowance rate per mile plus tolls for the most direct route. Transportation or compensation shall be so furnished only for trips actually made by the employee.
- E. Training outside the Borough of Princeton shall be handled as follows: If an officer is assigned to training while assigned to a 12 hour shift and the officer leaves from the Police station to attend the training he/she shall work the entire shift. If the officer leaves to attend the training from his / her residence then he/she does not have to report back to the Borough so long as the training runs the full 8 hours. Anything short of the 8 hours the employee must return to the Borough to complete his/her shift. If working an 8 hour shift the officer is not required to return at the conclusion of the training regardless of the starting location.

Article XIV
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 \$1,400,000.00 also covering each and every member. In addition, the Borough recognizes its obligations to indemnify Officers and provide them with appropriate insurance protection as provided by applicable State statutes.

Article XV
Legal Defense

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 / her duties, the Employer shall provide said employee with necessary means for defense of such action or proceeding, but not for his / her defense in a disciplinary proceeding instituted against the employee by the Employer or in a criminal proceeding instituted as a 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. When the Employer is responsible for providing legal defense to an officer, that officer may choose an attorney of his/her own selection, with the understanding that the Borough is only responsible to pay the hourly rate that it pays the Borough Attorney, and that any amount over and above that is the responsibility of the officer.

No record of any unfounded or dismissed complaint will be kept in personnel files.

Article XVI
Property Loss

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 and Retirement

Section 17.01

A. Terminal Leave

Each employee in the bargaining unit shall be entitled to three hundred (300) hours of terminal leave with pay upon his / her retirement from service in the Police Department who have twenty-five (25) years of credited service in the Police and Firemen's Pension System and twelve (12) additional hours for each year thereafter to a maximum of three hundred sixty (360) hours of terminal leave. 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.

B. Retirement

For full time employees retiring who have twenty-five (25) years of credited service in the Police and Firemen's Retirement System , unused vacation and holiday time shall be allocated as follows:

1. An employee shall be entitled to pro-ration of vacation and holiday pay during the last calendar year in which the employee is physically present and

working, as follows:

- (a.) If termination of actual work takes place before March 31, the employee shall be entitled to one-half ($\frac{1}{2}$) of that calendar year's unused vacation and holiday pay.
- (b.) If termination of actual work takes place between April 1 and July 1, the employee shall be entitled to three-quarters ($\frac{3}{4}$) of that calendar year's unused vacation and holiday pay.
- (c.) If termination of actual work takes place after July 1, the employee shall be entitled to all of that calendar year's unused vacation and holiday pay.

If the employee's terminal leave, vacation and holiday leave result in a retirement date which falls in the later calendar year than the last calendar year for which the employee was physically present and working, then no additional vacation, holiday or other benefits shall accrue.

For purposes of this Agreement, retirement date shall mean the effective retirement date submitted to and approved by the N.J. State Division of Pensions for the purpose of determining the commencement of special, ordinary and disability retirement, as referred to by the N.J. Division of Pensions, benefits under the N.J. Police and Fireman's Pension Act.

Article XVIII
Clothing Allowance for Detectives

Section 18.01

The Detective clothing allowance will be at the rate of one thousand nine hundred dollars (\$1,900.00) for Officers assigned as Detectives. Payment will be made in January for all Detectives in that position for at least six (6) months. All others in that position will be paid when they complete six (6) months.

Section 18.02

The cost of dry cleaning clothing worn by Detectives will be borne by the Borough.

Article XIX
Conventions

Section 19.01

- A. The Borough and the PBA agree to abide by State law pursuant to and N.J.S.A. 40A:14-177 and all of its future amendments in administering the release of employees for State, Local and County meetings. The Association President shall notify in writing to the Chief of Police which members have been appointed as delegates, names of the Officers of the Association and any changes in the list of Officers.

B. The Employer agrees that the P.B.A. State delegate from P.B.A. Local #130 shall have the right to exchange shifts with another unit member if such exchange is necessary in order for said delegate to attend any monthly meeting of P.B.A. State delegate; provided, however:

- (1.) Such exchanges shall not involve any Officer scheduled for court time;
- (2.) The Officer with whom the delegate exchanges shifts must actually work said shift;
- (3.) The delegate shall provide seventy-two (72) hours notice to the Chief of Police, such notice including shifts to be exchanged and the name of the Officer with whom the delegate is exchanging shifts; and
- (4.) The P.B.A. shall provide the Chief with a schedule of the monthly State delegates' meetings as soon as it is aware of such schedule.

Section 19.02

A PBA Officer or a member of the negotiating team will be given up to three (3) days to attend the NJSPBA Annual Collective Bargaining Seminar.

Article XX **Miscellaneous**

Section 20.01

The Employer agrees that all patrol cars purchased after the effective date of this Agreement shall include the safety feature of a separating cage between the front and back seats.

Section 20.02

If the State of New Jersey adopts a law which changes the definition which currently is referred to as special retirement under the Police and Fire Retirement System statute, the parties agree to negotiate on the following Articles and Sections: Article XI, Section 11.02, Article XVII, Section 17.01 a and b; the negotiations regarding the Articles and Sections in Section 20.02 shall be restricted to the length of service only.

Section 20.03 Special Olympics

The Employer agrees to grant up to a total of four (4) days off per year to the negotiations unit to permit Officers to provide services to the Special Olympics, subject to the approval of the Chief of Police, or in his / her absence the next ranking superior officer, based on the reasonable scheduling needs of the Department. The Officers who provide services to the Special Olympics under this provision shall be excused from their normal work assignments with no loss of pay, provided they have notified the Chief of Police and received approval, as set forth above.

Section 20.04 Physical Fitness Testing

The Employer requires that each employee pass a physical fitness test twice in each calendar year, unless an employee is medically excused from some or all of the tests. Any employee who achieves a test score of ninety (90%) percent or better on both tests during a calendar year will be paid four hundred twenty-five dollars (\$425.00) per test bonus in a lump sum no later than the first pay period in December in the year in which the tests are taken. The Chief of Police will issue a memo that he will not change the criteria for these tests.

Article XXI
Personal Days

Section 21.01

All employees of the Association shall be entitled to twenty-four (24) hours personal time off annually with pay. Personal leave shall be scheduled forty-eight (48) hours in advance, except in an emergency, by requesting the time at the employee's choice in half day or full day increments and be approved by the Chief of Police, said approval not to be unreasonably withheld as long as adequate manpower is available. Personal leave shall not be used for vacations and is not accumulative nor will payment be made for unused personal leave upon retirement, separation or resignation.

Article XXII
Access to Employee Personnel Files

Section 22.01

A separate personnel history file shall be established and maintained for each employee covered by this Agreement which shall be confidential and shall be maintained at Police Headquarters by the Chief of Police. All personnel history files will be carefully maintained and permanently safeguarded and nothing placed in any file shall be removed from the file without notification to the employee and except as provided herein or by operation of the law.

Any employee may make an appointment to review his personnel file, but the appointment for review must be made through the Chief of Police or his designated representative. The review shall take place with a representative of the Police Administration.

Whenever a written complaint concerning an employee covered by this Agreement or his / her actions is to be placed in the employee's personnel files, a copy shall be provided to the employee, who shall be given the opportunity for rebuttal if he / she so desires, and the employee shall be permitted to place said rebuttal in the personnel file. In the event the employee is exonerated or the complaint is determined to be unfounded or not sustained, the complaint shall be expunged from the personnel file.

Article XXIII
Internal Affairs Procedure

Section 23.01

The Borough and the PBA agree that the Attorney General's guidelines shall be part of the

approved policies and procedures of the Police Department .

Article XXIV

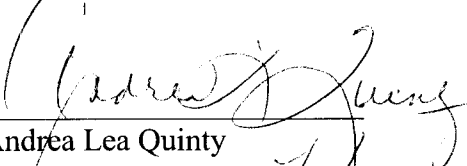
Term

Section 24.01

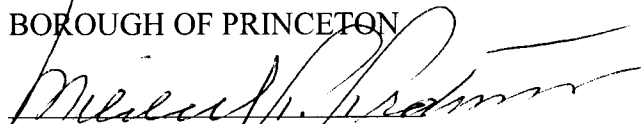
This agreement shall be effective as of the 1st day of January 2010 and shall remain in full force and effect until midnight, December 31, 2012, except as otherwise expressly provided herein. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in 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 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:


Andrea Lea Quinty
5/3/11

MAYOR AND COUNCIL OF THE
BOROUGH OF PRINCETON


Mildred T. Trotman, Mayor

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

ATTEST:





Appendix A

Wages for Patrol Officers Hired Prior to 02/01/97

	1.50%	2.40%	2.40%
	<u>01/01/10</u>	<u>01/01/11</u>	<u>01/01/12</u>
During Academy	N/A	N/A	N/A
Balance of 1 st Year	70,631	72,326	74,062
2 nd Year	80,085	82,008	83,976
3 rd Year	86,677	88,758	90,888
4 th Year	90,702	92,879	95,108
5 th Year	94,736	97,009	99,338

Wages for Patrol Officers Hired After to 02/01/97

	1.50%	2.40%	2.40%
	<u>01/01/10</u>	<u>01/01/11</u>	<u>01/01/12</u>
During Academy	52,686	53,950	55,245
Balance of 1 st Year	58,692	60,101	61,543
2 nd Year	64,697	66,250	67,840
3 rd Year	70,705	72,402	74,139
4 th Year	76,711	78,552	80,437
5 th Year	82,716	84,701	86,734
6 th Year	88,722	90,851	93,032
7 th Year	94,736	97,009	99,338