

Contract no. 1453

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**AGREEMENT**

**BY and BETWEEN**

**TOWNSHIP OF PRINCETON**

**and**

**P.B.A. NO. 130**

**January 1, 1991 - December 31, 1992**

Prepared by

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**THIS AGREEMENT**, made this            day of            , 1991, by  
and between:

**THE TOWNSHIP OF PRINCETON**, a Municipal Corporation in the County  
of Mercer, State of New Jersey, (hereinafter referred to as the "Township"), and

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.,  
LOCAL NO. 130**, (Princeton Township Members only) (hereinafter referred to as the  
"Association").

**WITNESSETH THAT:**

**WHEREAS**, the parties hereto have for several past years carried on annual  
collective bargaining negotiations concerning wages, benefits and certain other  
conditions of employment of the Patrolmen and Sergeants who are regular members  
of the Police Department of the Township of Princeton; and

**WHEREAS**, the parties have agreed upon certain salaries, terms and conditions  
of employment and are desirous of reducing such agreement to writing;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants,  
terms and conditions hereinafter set forth, it is agreed as follows:

**ARTICLE I**  
**RECOGNITION AND BARGAINING UNIT**

(a) The Association recognizes the Township of Princeton as possessing statutory powers to establish a police department and force and provide for the maintenance, regulation and control thereof, to appoint such members, officers and personnel as it shall deem necessary, determine their terms of office, fix their compensation and prescribe their powers, functions and duties and adopt and promulgate rules and regulations for the government of the department and force and for the discipline of its members.

(b) The Township recognizes the Association as the sole and exclusive bargaining agent for the bargaining unit for the years 1991-1992. The bargaining unit shall consist of all Patrolmen and Sergeants who are regular members of the Police Department of the Township of Princeton, Mercer County, New Jersey.

(c) Both parties recognize an obligation under N.J.S.A. 34:13A-1, et seq. to negotiate with each other, however, both parties agree that nothing in said act annuls or modifies the statutory powers and responsibilities of the Township delegated to it by Chapter 14 of Title 40A and by prior laws.

(d) To facilitate the administration of this agreement, the Association will designate one member of the bargaining unit as its representative and one member of the bargaining unit as its alternate representative for service of all notices and communications hereunder, and will notify the Township of their names and addresses. The designated representative (or in his absence, the alternative representative) shall be responsible for conducting all Association grievances under Article XVI, and if requested by individual members will assist in individual grievances. Participation by the designated representative in the formal grievance procedure under Article XVI Section (a) will not result in loss of pay.

(e) Proposed new rules governing working conditions of members of the bargaining unit shall be negotiated with the representative of the bargaining unit before they are officially adopted. Nothing herein shall prevent the preparation of or the introduction or conducting of a public hearing upon any proposed rules and regulations; however, final official action thereon shall not be taken until after negotiation with the Association's representative. The Township will provide the Association with a copy of any proposed new rules or modification of existing rules at least thirty (30) days prior to the public hearing thereon. If the Association desires to negotiate concerning the proposed rules, the Association shall give notice to the Township of its intention prior to the public hearing on said rules. If, within the stated time, the Association fails to give notice of its desire to negotiate, the proposed rule or rule change shall be deemed acceptable to the Association.

**ARTICLE II**  
**ANNUAL SALARIES**

**(a) Annual Base Salary**

The annual base salary of employees in the bargaining unit shall be increased by 6.75% annually in 1991 and 1992 and shall be as follows:

<u>PATROLMEN</u>	<u>January 1, 1991</u>	<u>January 1, 1992</u>
After 1 year in rank	36,212	38,657
After 2 years in rank	38,636	41,244
After 3 years in rank	40,276	42,995
After 4 years in rank	41,751	44,569
<u>SERGEANTS</u>	45,348	48,409

It is understood and agreed that the above-stated salary scale shall apply to all of those members of the Association who are regular members of the Princeton Township Police Department as of the date of the signing of this contract and shall be effective January 1, 1991.

**(b) Longevity Pay**

The annual salary of each employee in the bargaining unit who has been continuously in the employment of the Princeton Township Police Department shall be increased by a longevity increment as follows:

**YEARS OF CONTINUOUS LONGEVITY INCREMENT**

<u>Employment</u>	<u>Effective January 1, 1991</u> <u>And Continuing Annually Thereafter</u>
Over 8 Years	\$ 350
Over 10 Years	\$ 700
Over 15 Years	\$1,000
Over 20 Years	\$1,500
Over 24 Years	\$1,650

**ARTICLE III**  
**NORMAL WORK WEEK**

(a) The normal work week for all police officers is forty (40) hours per week. the normal work day for all police officers is eight (8) hours per day.

(b) For police officers assigned to shift duty, 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 work 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 be entitled to one day of compensatory time in order that the shift work cycle be equivalent in time worked in a forty (40) hour week.

(c) The term "regular hourly rate" as used in this contract shall mean the quotient resulting from the diversion of the annual base salary specified in section (a) Article II by the divisor 2080 (52 x 40).

(d) It is understood and agreed that whenever. due to an emergency, it is necessary to assign a patrol officer to a shift other than that indicated in the annual schedule. such shift change shall be on a voluntary basis: but if no volunteer is forthcoming, then on the basis of reverse seniority with the most junior patrol officer of those available for such emergency shift change being reassigned first. It is the intention of the parties that no patrol officer shall be twice reassigned on account of emergency unless and until each available patrol officer. in reverse seniority order. has been so reassigned at least once. For purposes of this section. "emergency" shall not include absences created by vacations or other reasonably anticipated events.

**ARTICLE IV**  
**COMPENSATION FOR OVERTIME**

**(a) Overtime**

Police Officers who incur additional duty beyond the normal hours of employment shall receive time and one-half pay.

**(i) Schooling Time**

Police Officers attending required departmental training courses, and seminars outside of and in addition to their normal work day will be entitled to school time. Employees shall have 28 calendar days from the date of completion of schooling to take their compensatory time off.

**(b) Extra Duty Pay For Uniform Officers**

Extra duty pay shall be calculated at an hourly rate equal to one and one-half times the employee's regular hourly rate

**(i) Court Time**

Appearances as a witness (other than during the officer's regular scheduled duty assignment) before any municipal, county, state or federal court or the New Jersey Division of Motor Vehicles on behalf of Princeton Township or appearances as a witness pursuant to a subpoena of any court or agency to give testimony arising out of the employment of a police officer by Princeton Township, will entitle the officer to a minimum of two hours extra pay duty, at the rate of time-and-one-half his regular base rate.

**(ii) Remaining on Duty**

Police officers who are required to remain on duty at the end of their scheduled duty assignments shall be compensated for such services by extra duty pay.



Police officers who are required to remain on duty at the end of their scheduled duty assignments for school crossing details shall receive a minimum of one hour pay, of which the first 30 minutes will be paid at the rate of time-and-one-half and the second 30 minutes at the rate of straight time.

**(iii) Detectives, Juvenile Officers and Traffic Safety Officers**

Each employee assigned to the position and duty of Detective, Juvenile Officer, or Traffic Safety Officer shall receive an additional allowance of \$250.00 during the first year of such assignment, \$450.00 during the second year of such assignment, and \$650.00 during the third year of such assignment and during each year thereafter, as such assignment continues. Effective January 1, 1990, the aforesaid amounts shall increase to \$300.00, \$500.00, and \$700.00, respectively. Such compensation need not be worked off vis-a-vis overtime, but will be paid as part of the regular paycheck.

**(iv) Recall to Duty**

(aa) Officers who have been relieved of their day's duty and are afterwards recalled to duty or who are not scheduled to work on any day on which they are called in for duty shall be paid for a minimum of four hours' pay at one-and-one-half times their regular base rate. Such payment, however, shall not apply to work completed under Paragraph ii above, dealing with remaining on duty time.

(bb) Employees recalled to duty for an assigned special duty event prior to the commencement of their shift for that day will be paid a minimum of four hours at the rate of time and one-half.

**(c) Extra Work Pay**

All employees in the bargaining unit shall be compensated for the services such employees volunteer to provide to individuals, groups, clubs, institutions and others, for which payment is made to the Township by those receiving the service, and which

service the Township is not expected or obligated to provide as a normal police function (e.g. traffic duty at private parties, club dances, security duties, police duty at athletic and cultural events at Princeton University and other educational institutions, etc.). All employees in the bargaining unit shall be compensated for extra work performed after the effective date of this contract at the rate of one and one-half (1½) times the officer's hourly rate. Such payment shall be made by the Township within 30 days of the date such extra duty was worked.

**(d) Departmental Schedule Changes**

The police chief or other officer having charge of the Police Department is empowered to make changes in the schedules of assigned duties of all police officers whenever necessary. If, by reason of schedule changes, it becomes necessary to summon to duty or keep on duty members of the department other than during their regularly scheduled duty assignments, they shall be compensated for all duty performed above and beyond the normal work day by extra duty pay under Article IV (b).

**(e) Civil Disturbances**

Whenever a civil emergency is found and proclaimed to exist pursuant to Princeton Township Code Section 5A-1, the police chief or officer in charge shall prepare and post a list of all members of the Department summoned to emergency duty. All members of the Department named on the list shall be entitled to receive extra duty pay for time on duty beyond the normal work day or beyond the normal work week. All members of the Department called back from off-duty status shall be paid for a minimum of four (4) hours at the extra duty rate.

**(f) Overtime Payments**

Overtime payments for extra duty and extra work shall be made on the pay date following the recording of the overtime compensation voucher in the Payroll Office and no later than 30 days from the date the overtime was actually worked.

**(g) Acting Sergeants**

When a designated senior patrolman serves in the capacity and carries out the duties of a Sergeant, when a Sergeant is not available, for a period of more than four (4) consecutive days in 1991, said patrolman shall be entitled to compensation on the first hour of the fourth (4th) day at the Sergeant's rate of pay for the period in which these services are performed beginning January 1, 1991.

## ARTICLE V

### HOLIDAYS

#### (a) Legal Holidays

It is recognized by both parties that members of the Police Department may not, by reason of Police Department necessity, enjoy the same holidays as other Township employees. Each employee of the bargaining unit shall be entitled to receive thirteen (13) paid holidays during any calendar year as days off scheduled and approved by the Chief of Police.

#### (b) Additional Holidays

The Township agrees that if any additional paid holidays are granted to other employees of the Township, then all employees covered by this Agreement will also be granted an equal number of additional paid holidays in accordance with subsection (a) above, including the release of other Township employees for a funeral or other civic event for which police officers on duty will receive commensurate compensatory time.

#### (c) Personal Leave

Each employee of the bargaining unit shall be entitled to three (3) days personal leave during any calendar year. Personal leave shall be scheduled in advance and be approved by the Chief of Police. Personal leave shall not be scheduled for use in conjunction with vacation periods or any other periods of paid leave except for funeral leave: provided, however, that personal leave in conjunction with such other paid leave may be granted by the Chief for emergency purposes when other paid leave has been previously used. Personal leave shall not be unreasonably withheld to any officer. No employee shall be required to state a reason for taking such leave except when requesting emergency personal leave to be used in conjunction with other paid leave.

**ARTICLE VI**  
**FUNERAL LEAVE**

Members of the bargaining unit shall be entitled to funeral leave with pay to attend funerals in the following circumstances:

In the event of the death of a member of the employee's immediate family or the death of any other relative of the employee who resides with the employee, the employee will be granted a leave of absence with pay from the day of death to the day of burial inclusive, not to exceed a maximum of five (5) days. An extension of such leave, not to exceed two (2) additional days, may be granted for purposes of travel, if necessary, upon prior written approval of the Chief of Police. "Immediate family" means the employee's mother, mother-in-law, father, father-in-law, grandmother, grandfather, brother, sister, son, daughter, husband, wife or grandchild.

**ARTICLE VII**

**VACATIONS**

All members of the bargaining unit shall be entitled to an annual vacation with pay as follows:

**SERVICE**

**VACATION TIME**

Less than one year of service if employed before July 1 and after completing a minimum of three (3) months of continuous service

FIVE (5) WORK DAYS

After completion of one (1) year of continuous service

FOURTEEN (14) WORK DAYS

After completion of eight (8) years of continuous service

NINETEEN (19) WORK DAYS

After completion of fifteen (15) years of continuous service

TWENTY-FOUR (24) WORK DAYS

After completion of twenty (20) years of continuous service

TWENTY-SEVEN (27) WORK DAYS

It is agreed that members of the Bargaining Unit will be permitted to carry five (5) days from calendar year to calendar year. Those days may consist of any combination of compensatory, vacation or holiday time. Said time shall be used by July 1st of the following year.

## ARTICLE VIII

### PBA CONVENTIONS and PBA DAYS

Members of the bargaining unit who are selected as duly authorized representatives of the New Jersey State Policemen's Benevolent Association, Inc., will be granted leaves of absence with pay to attend a national or state convention of such organization.

It is recognized that Local 130 includes members of the Police Departments of Princeton Borough and Montgomery Township as well as the Township's bargaining unit. For this reason, it is hereby agreed that the number of members of the bargaining unit granted leave pursuant to N.J.S.A. 40A:14-177 shall be a maximum of two (2). The president of Local 130 shall notify in writing the Township Administrator and Chief of Police of the names and addresses of the members appointed as delegates, and the names and addresses of all officers of the Local not less than two (2) weeks in advance of any convention. Upon return, a certificate of attendance to the convention shall be submitted to the Township Administrator by the members of the bargaining unit attending such convention. A member who fails to return to work promptly upon expiration of the authorized leave shall be subject to disciplinary action in accordance with departmental rules and regulations.

The designated PBA delegate, or in his absence, the designated PBA alternate delegate, shall be permitted to attend monthly state PBA meetings, not to exceed twelve (12) per year, on a one (1) day per month basis. The parties agree to a one-month carryover with PBA Days not to exceed two (2) in any month.

**ARTICLE IX**  
**UNIFORMS — DRY CLEANING**

**(a) All Police Officers**

Each member of the bargaining unit will be furnished, as needed, the standard police uniform including the standard gun and ammunition. In addition, the cost of dry cleaning of police uniforms will be borne by the Township

**(b) Detectives, Juvenile Officer & Uniform Officers**

Those members of the bargaining unit assigned to the position and duty of detective, juvenile officer and uniform officers will be entitled to receive an additional annual clothing allowance of \$475.00 effective January 1, 1991, and \$500.00 effective January 1, 1992, as long as such assignment continues.



## ARTICLE X

### HOSPITAL AND MEDICAL INSURANCE

A. The Township will maintain at the Township's expense the following group insurance coverage including health, dental and prescription plan:

1. Effective June 1, 1991 The Township shall provide Blue Cross/Blue Shield Major Medical Wraparound Insurance. There will be a deductible of \$100 per individual. \$200 per family and an 80/20 co-payment with the employee being liable for 20% of \$2,000 for an individual and 20% of \$4,000 per family and a mandatory second surgical opinion requirement for elective surgery.
2. Delta Dental Services Plan III A, providing for full family coverage for employees and their families which will provide for U.C.R. coverage.
3. A prescription program will be offered per the following schedule:  
Effective 6/1/91 the member will be responsible for the following co-payments for each prescription covered by the program, with the remainder being paid by the insurance carrier.  
\$1.00 co-payment for generic (bioequivalent/chemical twin) drugs.  
\$2.00 co-payment for name brand drugs  
\$0.00 (No) co-payment for drugs purchased through the mail order program.
4. The Township agrees to make a biannual evaluation of the medical benefit plans and will communicate its findings to the bargaining committee. It is expressly understood that such evaluation carries no expressed or implied commitment to initiate or implement any changes in the medical benefit plans during the term of this contract or any future contracts.

**B. Options Available To Retirees.** Effective June 1, 1991 Princeton Township will no longer have a group Blue Cross/Blue Shield 14/20 plan available. RCHP retiree group coverage will also be terminated. The Township will therefore provide reimbursement payments to retirees on a quarterly basis up to the amount shown in the reimbursement payment schedule below in lieu of providing coverage.

The reimbursement schedule for retirees under the age of 65 is based on the premium for direct bill individual Blue Cross/Blue Shield 14/20 policies.

The reimbursement schedule for retirees over the age of 65 is based on the premium for Blue Cross/Blue Shield Super 65 individual policies.

The reimbursement schedule will be adjusted annually, during the term of this contract, by the same percentage as the premium increase for the Blue Cross/Blue Shield 14/20 individual policies and Super 65, respectively.

**Maximum Quarterly Reimbursement Schedule as of April 10, 1991**

Eligible retirees or their spouses under 65  
Single coverage - \$335.00 per quarter  
Husband & Wife - \$677.00 per quarter  
Family - \$677.00 per quarter

For eligible retirees or their spouses over 65  
Single Coverage - \$199.50

It is understood that in order to be eligible for these reimbursement payments, the retiree must furnish proof on a quarterly basis of health insurance purchase by providing the Township Administrator's office with a copy of the insurance premium billing. Failure to provide such proof within a reasonable time will result in the loss of this benefit.

It is understood that if the retiree's quarterly premium is less than the amount in the quarterly reimbursement schedule, the retiree will receive the actual premium amount. In no case will the quarterly reimbursement payment exceed the actual quarterly premium.

If possible, employees retiring should notify the Township Administrator's office in writing at least three months prior to retirement. The Township will notify our group carrier that the retiree will be leaving the group.

It is understood that the retiree will deal directly with the carrier to arrange individual coverage based on currently available health insurance conversion packages. It is further understood that these insurance conversion options are offered by the carrier not the Township and are subject to change without notice.

All conversion options to individual policies offered by our current group insurance carriers require that the retirees be enrolled in the respective carriers Township group plan prior to retirement. This requirement also applies in the case of retirees who left Township service prior to June 1, 1991, who wish to convert to individual health insurance.

It is understood that enrollment is allowed only during the regular Township open enrollment period. It is the retirees responsibility to make sure he is enrolled in the appropriate group prior to retirement.

**ARTICLE XI**  
**PHYSICAL EXAMINATIONS**

A. Each employee in the bargaining unit must receive a physical examination periodically, the frequency of which is to be determined by competent medical advice. The Township shall pay a maximum of \$175.00 annually in 1991 and thereafter for a complete physical examination for each employee in the bargaining unit. If it be found that an employee need not have a complete physical examination in any one year, or the physical exam costs less than \$175.00 annually in 1991, the employee shall have the option to use the allowance or the remainder thereof given by the Township towards unreimbursed expenses incurred for medical, dental, or vision care, including satisfying the medical insurance deductible, for the employee only in that year. Said payments shall be made upon the presentation of appropriate bills or receipts therefor. This option shall be in lieu of use of the benefit for a physical examination and shall be limited to a maximum of \$175.00 annually in 1991 for services rendered. In addition, each member of the Bargaining Unit shall receive \$100 per year in 1991 and 1992 as a medical insurance stipend.

B. If in any year, the Township requires a physical examination costing more than the amount provided in Paragraph A above, there shall be no benefit amount available for other uses. Should any required physical exam cost less than the amount provided in Paragraph A above, the balance of this allowance shall be applied to unreimbursed costs incurred for medical, dental, or vision care, for the employee only in that calendar year. In no event shall an employee incur out-of-pocket costs for any Township-required physical.

**ARTICLE XII**

**SICK LEAVE**

Members of the bargaining unit shall be entitled to sick leave in accordance with the following schedule:

<u>LENGTH OF SERVICE COMPLETED</u>	<u>TIME ALLOWED</u>
Less than 2 years	2 weeks with full pay
Over 2 years	4 weeks with full pay
Over 5 years	13 weeks with full pay
Over 10 years	20 weeks with full pay

Notwithstanding any other provision of this Contract, each employee shall be provided with one full year of long-term sick leave with pay in the event he suffers a major illness or disability, said illness or disability to be defined as any continuous period in excess of thirty (30) consecutive work days during which period he is unable, by virtue of such illness or disability, to serve in his regular employment. Such long-term sick leave shall not be a part of the employee's regular sick leave as scheduled above in this Article, but shall be in addition to it. The long-term sick leave benefit shall commence on the work day next following the employee's exhaustion of regular sick leave benefits as set forth in the sick leave schedule in this Article above and shall end one year after the first day of absence from duty caused by the illness or disability. During the time that an employee receives major sick leave benefits, all of the benefits under this Contract shall continue in full force and effect including, but not limited to insurance benefits, and he shall be paid at a rate of 100% of the employee's regular salary.

It is understood and agreed by the parties that the regular sick leave schedule included in this Article above shall operate on a calendar year basis and shall renew on a calendar year basis notwithstanding the fact that an employee may, at the time of such renewal or prior to such renewal have used either the regular sick leave benefit as presented in the regular sick leave schedule in this Article above or the long-term sick leave benefit. It is further understood and agreed by the parties that in the event an employee returns to duty after use of major sick leave and works for a period of thirteen (13) continuous weeks, he shall be eligible again for the major sick leave benefit should the other conditions of the said benefit be met, notwithstanding the fact that he may have had one or more periods of major sick leave during any calendar year or twelve (12) month period. It is further agreed and understood by the parties that in the event an employee returns to work after having used a portion of his long-term sick leave benefit and is disabled by reason of illness or injury within a period of thirteen (13) continuous weeks, he shall have the benefit of any remaining long-term sick leave benefit, but shall in no event have a renewal of said long-term sick leave benefit unless and until such time as he has returned to duty and worked thirteen (13) continuous weeks. In the event that the employee returns from long-term sick leave and is disabled prior to the completion of thirteen (13) weeks of continuous work, his major sick leave benefits shall be renewed as if there had been no interruption and the original anniversary date of his long-term illness or disability shall be effective in determining the termination of the long-term sick leave.

An employee injured in the performance of his police duties shall receive full salary during his convalescence in accordance with N.J.S.A. 40A:14-137. Any such work-connected injury convalescence time shall not be charged against his sick leave allowance pursuant to this Article.

When an award under Workmen's Compensation is made to the employee, whether for illness or for injury, the Township will pay the employee the difference between the compensation payment and his full pay during the period of his convalescence.

**ARTICLE XIII**  
**TERMINAL LEAVE**

Effective January 1, 1991, provided an employee has had twenty (20) or more years of continuous service with the Township and is eligible for Police and Fire Retirement System service-related retirement, he will be granted one and one-half (1.5) days of terminal leave with pay for each year he has worked. Effective January 1, 1992, provided an employee has had twenty (20) or more years of continuous service with the Township and is eligible for Police and Fire Retirement System service-related retirement, upon his retirement he shall be granted an additional one-half (.5) day of terminal leave with pay, for a total of two (2) days per year for each year he has worked. Terminal leave shall not be granted to any employee whose retirement results in disciplinary proceeding or is in lieu of pending disciplinary proceedings.



**ARTICLE XIV**  
**IN-SERVICE TRAINING**

The cost of all police training courses, seminars and conferences authorized in advance by the Township Administrator will be borne by the Township.

The Township of Princeton will contribute up to the sum of \$500.00 annually in 1991 and \$600.00 annually in 1992 for the unreimbursed tuition and fees, so long as: (1) such fees are documented and requisite to being in good standing and actually are incurred by any police officer who continues his education in the study of subjects relating to police work and the police profession; (2) such course or courses have been approved for such contribution by the Chief of Police which approval shall not be unreasonably denied; (3) the officer receives a passing grade in the course.

Notwithstanding anything to the contrary above, the Township shall make the reimbursement as soon as reasonably possible after receipt of documentation. The Township shall not withhold payment pending actual receipt of proof of grades.

## **ARTICLE XV**

### **PUBLIC LIABILITY INSURANCE COVERAGE**

The Township will keep in force and effect during this Contract a policy of public liability insurance which includes coverage on each and every member of the bargaining unit during the course of his employment. Such insurance includes liability coverage for bodily injury or property damage to third parties arising out of the operation of Township automobiles and vehicles.

Such insurances now include: liability coverage for damages to third parties arising out of false arrest, detention or imprisonment committed by members of the bargaining unit during the course of their employment. The Township will endeavor to continue such coverage in effect so long as it continues to be available for purchase at a reasonable premium.

Nothing herein shall in any way relieve any employee of Princeton Township from his own liability to the Township for negligent or intentional damage to property, equipment or vehicles owned by Princeton Township; nor shall insurance be provided by the Township against such negligent or intentional damage by Township employees. Police officers shall be subject to the Township procedures and regulations governing loss and damage to Township-owned property as provided in the Township Personnel Manual.

## ARTICLE XVI

### DEFENSE OF CERTAIN LEGAL PROCEEDINGS

Whenever a member or officer of the Princeton Township Police Department is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the Municipality shall provide said member or officer with the necessary means for the defense of such actions in accordance with N.J.S.A. 40A:14-155 to the extent required by the aforesaid statute.

**ARTICLE XVII**  
**GRIEVANCE PROCEDURE**

**(a) Formal Grievance Procedure**

Employees in the bargaining unit and the Association as their collective bargaining representative may appeal the interpretation, application or alleged breach or violation of this Agreement under the following grievance procedure.

**STEP 1.** An individual employee shall submit his grievance or dispute to the Chief of Police in writing within five (5) working days after the later of either the date of the occurrence or the date upon which the employee could reasonably have had notice of the occurrence. The Chief of Police shall attempt to adjust the matter and shall respond in writing to the employee or his representative within five (5) working days thereafter.

**STEP 2.** If the grievance has not been adjusted satisfactorily under Step 1 in the time limited thereunder, and if further appeal is desired, it may be presented in writing, by the Association or by the individual employee to the Township Administrator or his designee within ten (10) days of the response of the Chief of Police or within ten (10) days after such expiration of the time without decision. The Administrator or his designee shall respond in writing to the grievance within ten (10) days after submission.

**STEP 3.** If the grievance is not resolved under Step 2 within the time limited thereunder, and if further appeal is desired, the employee or the Association, as the case may be, may submit, through the Township Clerk, the grievance in writing to the Princeton Township Committee within ten (10) days after such expiration of the time without decision. Discussions with interested persons shall be held by the Township

Committee at its own request or at the request of the employee or the Association. The Township Committee shall reach a decision in writing within twenty (20) days after submission of the grievance to it.

**STEP 4.** If the grievance is not resolved under Step 3 above within the time limits thereunder, the aggrieved party shall have the right to final and binding arbitration. The arbitrator shall be appointed in accordance with N.J.A.C. 19:12-5 and shall be governed by the regulations of the New Jersey Public Employment Relations Commission as set forth in N.J.A.C. 19:12-1, et seq. Costs for the arbitrator shall be shared equally by the parties regardless of the disposition of the grievance; provided, however, that any witness fees or counsel fees or any other costs shall be borne solely by the party incurring the same.

**(b) General Provisions**

If the formal procedure outlined in subsection (a) is not commenced or if any appeal is not taken up within the respective periods of time limited by subsection (a), then such grievance shall be deemed abandoned, and no further appeals shall be had thereon.

Nothing in the formal grievance procedure shall be deemed to prevent, limit or restrict the right of each police officer to submit informally within the Police Department his own grievances. Nothing in the formal grievance procedure shall be deemed to prevent, limit or restrict the right of the Chief of Police and the superior officers of the department to resolve and adjust informal grievances.

**(c) Other Grievances**

All Township employees, including those in the bargaining unit may appeal any employee grievances, other than those involving the interpretation, application

or alleged breach or violation of this agreement, by following the employee grievance procedure specified in Chapter XI of the Princeton Township Personnel Manual.

**ARTICLE XVIII**  
**TERM OF THE AGREEMENT**

This Agreement shall be effective as of the first day of January, 1991, and shall run through December 31, 1992 and shall be renewed from year-to-year thereafter unless either party shall notify the other in writing at least one-hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin by the party giving the notice submitting a proposal to the other party not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiation of any modification of the contract, notwithstanding the anniversary date.

**ARTICLE XIX**  
**MISCELLANEOUS MATTERS**

The Agreement between the parties on the following subjects have been codified in the following General Orders of the Chief of Police.

- |                           |                        |
|---------------------------|------------------------|
| (a) Outside Employment    | General Order # 91-042 |
| (b) Manpower Standards    | General Order # 91-043 |
| (c) Requests For Time Off | General Order # 91-043 |



**ARTICLE XX**  
**NEGOTIATION OF MODIFICATIONS**

The negotiation of modifications of this Agreement shall be conducted on behalf of the Township by a person or persons not to exceed four (4) to be designated by the Township Committee. Negotiations shall be conducted on behalf of the Association by a negotiating committee consisting of not more than four (4) members of the bargaining unit, not more than one from each assigned shift. Members of the negotiating committee will be permitted to participate in negotiating sessions without loss of pay.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by the proper officers and their seals to be affixed hereto the date and year first above written.

ATTEST:

THE TOWNSHIP OF PRINCETON

Patricia C. Shuss  
Patricia C. Shuss, clerk

Richard C. Woodbridge  
Richard C. Woodbridge, Mayor

Sworn to and Subscribed  
Before me this 10 day  
of April, 1991

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC.  
LOCAL NO. 130 (Princeton Township  
Members Only)

Joan Warshefski

G. Robert Wills  
G. ROBERT WILLS, ESQUIRE

**JOAN WARSHEFSKI**  
Notary Public of New Jersey  
My Commission Expires 04/22/98

**GENERAL ORDER #91-042**

Princeton Township Police Department

January 17, 1991

**INDEX:- Extra Work**

**DEPARTMENTAL RULES AND REGULATIONS GOVERNING  
EMPLOYMENT OUTSIDE OF THE POLICE DEPARTMENT**

This order replaces General Order #79-104, dated December 3, 1979.

The purpose of this order is to establish policy and standardize Departmental rules and regulations governing employment outside of the Police Department.

1. Officers may engage in off-duty employment, subject to the following limitations:-

a. such employment shall not interfere with the Officer's employment with the Department;

When in doubt as to what type of work might be prohibited:

b. Officers shall submit a written request for off-duty employment to the Chief of Police, whose approval must be granted, prior to engaging in such employment;

2. Approval may be denied where it appears that the outside employment might:

a. render the Officer unavailable during an emergency;

b. physically or mentally exhaust the Officers to the point that their performance may be affected;

c. require that any special consideration be given to scheduling of the Officer's regular duty hours;

d. or, bring the Department into disrepute or impair the operation or efficiency of the Department or Officers.

Each Officer will familiarize himself with this order and act accordingly. Failure to comply with this order will result in strict disciplinary action.

  
John F. Petrone,  
Chief of Police

**GENERAL ORDER #91-043**

Princeton Township Police Department

January 18, 1991

**INDEX:- Time Off**

**REGULATION TO GOVERN TIME OFF**

**PURPOSE:-** The purpose of this order is to establish a standardized set of guidelines and procedure for manpower standards and time off requests. The goal of management is to be flexible with all requests yet maintain efficient personnel for enforcement.

**Manpower Standards**

1. At all times, a minimum of three (3) Officers on the road and one (1) Dispatcher at the console, is mandated for all shifts.

**Time Off Request**

2. All personnel will give at least two (2) days advance notice when requesting time off.
  - a. In case of emergency, or an unknowing situation, the two (2) day rule may be waived by the Sergeant, however, the Lieutenant in charge of record keeping must be informed of the day off and the condition of the waiver.
3. On any shift that has a full complement of manpower, six (6) Officers, two (2) Officers may be off at the same time. Sergeants must keep in mind activity and workload of the Department.
4. Effective as of February 1, 1991, the Sergeant in charge shall approve or disapprove of requests for time off of Officers on his squad, keeping in mind the shift strength and workload. All days that have been properly approved shall be logged in the time off ledger.

This General Order rescinds and supersedes some orders that govern time off regulations.

  
John F. Petrone,  
Chief of Police