

3-0004

STORAGE

Mercer

11-10

Princeton, Township

PBA Local 130

*October*

THIS AGREEMENT, made this *1<sup>st</sup>* day of/1982, 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:

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ATTORNEY AT LAW  
40 East Main St.  
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X January 1, 1982 - indefinite

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.

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>LONGEVITY INCREMENT</u>
Over 10 Years	\$ 350.00
Over 15 Years	\$ 650.00
Over 20 Years	\$ 950.00
Over 25 Years	\$1250.00

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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.

(2) 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.

(3) 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 \$200.00 during the first year of such assignment, \$400.00 during the second year of such assignment and \$600.00 during the third year of such assignment and during each year thereafter, as such assignment continues.

(4) Recall to Duty

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 two hours pay at one and one half times their regular base hourly rate. Such minimum, however, shall not apply to work completed under Paragraph 2, above, dealing with remaining on duty time.

(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

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.

(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 seven (7) consecutive days, said patrolman shall be entitled to compensation on the eighth day at the Sergeant's rate of pay for the period in which these services are performed.

for which provision is not made under the Township's funeral leave policy, court appearance under subpoena, or other necessary personal business which cannot be conducted by the employee when off-duty. Personal leave shall be scheduled in advance and be approved by the Chief of Police. Personal leave shall not be used for vacations or a personal holiday. Personal leave shall not be unreasonably withheld to any officer.

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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

TWELVE (12) WORK DAYS

After completion of eight (8) years of continuous service

SEVENTEEN (17) WORK DAYS

After completion of fifteen (15) years of continuous service

TWENTY-TWO (22) WORK DAYS

After completion of twenty (20) years of continuous service

TWENTY-FIVE (25) WORK DAYS

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by "swapping" his tour of duty for one day with an off duty officer. Approval in advance shall be obtained from the chief of police prior to all such "shift swaps."

ARTICLE X

HOSPITAL AND MEDICAL INSURANCE

The Township will maintain at the Township's expense the following group insurance coverage including Blue Cross/Blue Shield, Major Medical Insurance, dental plan and prescription plan:

(a) Blue Cross/Blue Shield, 14/20 Series.

(b) Group Major Medical Insurance (\$25,000.00 benefit limit).

(c) New Jersey Dental Service Plan (NJDSP) providing for full family coverage for employees and their families which will provide for an 80% Township/20% Employee co-payment for basic dental treatment and a 50% Township/50% Employee co-payment for prosthodontic service and orthodontic (Ortho 1000) benefits.

(d) A prescription purchase program at least equal to that offered by the present Blue Cross/Blue Shield Program wherein the member is responsible only for the first dollar of each prescription covered by the program, with the remainder being paid by the insurance carrier.

The Township agrees to make a bi-annual 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.

ARTICLE XI  
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

Successive periods of illness or disability during a single year not separated by 13 weeks of continuous duty shall be counted together as one period of sickness in computing the amount of benefits to which the employee shall become entitled. Any sickness or disability occurring after an employee has returned to work and has been continuously engaged in the performances of duty for 13 weeks shall be considered a new sickness and not a part of any illness or disability which preceded such period of 13 weeks. Employees shall not be permitted to accumulate annual sick leave beyond the year in which the sick leave accrues.

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.

ARTICLE XII  
TERMINAL LEAVE

Provided an employee has had twenty-five (25) or more years of continuous service with the Township, upon his retirement he shall be granted one day of terminal leave with pay for each year he has worked. Terminal leave shall not be granted to any employee whose retirement results from disciplinary proceedings or is in lieu of pending disciplinary proceedings.

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ARTICLE XIV

PUBLIC LIABILITY INSURANCE COVERAGE

The Township will keep in force and effect during the year 1982 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 insurance now includes 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  
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 or 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 to 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

(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  
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.