



Township of Princeton

400 Witherspoon Street

Princeton, NJ 08540

Office of the Township Clerk, Linda S. McDermott, RMC, CMC

Telephone: (609) 924-5704

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June 29, 2010

*To: Kathryn Monzo, CFO
Carol Colquhoun, HR Manager*

From: Linda S. McDermott, Township Clerk

Re: PBA Agreement - Amendment

Enclosed for your records and appropriate use is a fully executed copy of the amended agreement in connection with the above referenced services.

MODIFICATION OF AGREEMENT NUMBER ONE

Whereas the Township of Princeton desires to amend the "Agreement By and Between the TOWNSHIP OF PRINCETON and PBA LOCAL 387, PRINCETON TOWNSHIP, January 1, 2008 through December 31, 2011"; and

Whereas PBA Local 387 is cognizant of the economic challenges currently being faced by municipal entities, and

Whereas Princeton Township desires to renegotiate certain contractual provisions currently in effect to save taxpayer money; and

Whereas PBA Local 387 desires to avoid involuntary layoffs of sworn personnel; and

Whereas Princeton Township has agreed to exercise its discretion to enter into this agreement and represents it will not involuntarily layoff any member of PBA Local 387 for a reasonable time, defined as through December 31, 2011; and

Whereas PBA Local 387 has relied upon the Township's promise to not implement any involuntary layoffs of sworn police personnel through December 31, 2011; and

Whereas in consideration of same, the PBA has therefore agreed to modify and extend the Agreement currently dated January 1, 2008 through December 31, 2011 as set forth herein;

It is on the dated indicated herein agreed:

- (a) The following is added to ARTICLE XIV:

IN-SERVICE TRAINING

During the year of 2010 only, members of the bargaining unit will give back the unused remainder of their annual in-service training allowance to the Township.

- (b) The following is added:

ARTICLE XXI

NO INVOLUNTARY LAYOFF CLAUSE

The Township shall not involuntarily layoff any member of the Police Department during the calendar year 2010.

(c) The following is added to ARTICLE II (a) Annual Base Salary:

The annual base salary of patrol officers hired after January 1, 2010 in the Bargaining Agreement shall be as follows:

Years	2011	2012
After 1 year of service	\$51,287	\$52,569
After 2 years of service	\$61,287	\$62,819
After 3 years of service	\$71,287	\$73,069
After 4 years of service	\$78,812	\$80,782
After 5 years of service	\$86,335	\$88,493
After 6 years of service	\$93,025	\$95,351
After 7 years of service	\$101,349	\$103,883

(d) The following is added to ARTICLE IX:

UNIFORMS

During the year of 2011 only, members of the bargaining unit will give back \$500.00 of their annual clothing allowance to the Township.

(e) The following is added to ARTICLE XIV:

IN-SERVICE TRAINING

During the year 2011 only, members of the bargaining unit will give back \$1500.00 of their annual in-service training allowance to the Township.

(f) The following is added:

ARTICLE XXI

NO INVOLUNTARY LAYOFF CLAUSE

The Township shall not involuntarily layoff any member of the Police Department during the calendar year 2011.

(g) ARTICLE XVII is amended as follows:

TERM OF THE AGREEMENT

The date of December 31, 2011 is replaced with the date of December 31, 2012.

(h) ARTICLE II (a) of the original agreement is replaced with:

The annual base salary of patrol officers hired prior to January 1, 2010 and Corporals / Sergeants in the Bargaining Agreement shall be as follows:

Years	2008	2009	2010	2011	2012
After 1 year of service	\$63,374	\$65,909	\$68,545	\$71,287	\$73,069
After 2 years of service	\$70,063	\$72,866	\$75,781	\$78,812	\$80,782
After 3 years of service	\$76,751'	\$79,821	\$83,014	\$86,335	\$88,493
After 4 years of service	\$82,699	\$86,007	\$89,447	\$93,025	\$95,351
After 5 years of service	\$90,099	\$93,703	\$97,451	\$101,349	\$103,883
Corporal	\$96,131	\$99,976	\$103,975	\$108,134	\$110,837
Sergeant	\$103,614	\$107,758	\$112,069	\$116,551	\$119,465

- (i) The following is added to ARTICLE IX:

UNIFORMS

During the year of 2012 only, members of the bargaining unit will give back \$500.00 of their annual clothing allowance to the Township.

- (j) The following is added to ARTICLE X:

HOSPITAL AND MEDICAL INSURANCE

Effective January 1, 2012, members of the bargaining unit enrolled in a medical plan (Horizon Blue Cross Blue Shed of NJ PPO, Horizon Blue Cross Blue Shield of NJ HMO, or Aetna US health Care QPOS) provided by the Township will pay 1.5% of their annual base salary towards the medical coverage. Deductions will be made of equal amounts in bi-weekly paychecks.

- (k) The following is added to ARTICLE XIV

IN-SERVICE TRAINING

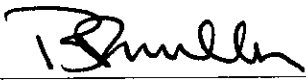
During the year 2012 only, members of the bargaining unit will give back \$1500.00 of their annual in-service training allowance to the Township.

- (l) If Article XXI is breached or held invalid or unenforceable by a court of competent jurisdiction, the terms set forth in this Modification of Agreement Number One are voided *ab initio*.

- (m) The Township and PBA Local 387 agree that the language of this Modification of Agreement Number One is a product of draftsmanship and that the usual rule that the provision of a document are to be construed against the drafter shall not apply to the interpretation of any provision hereof.

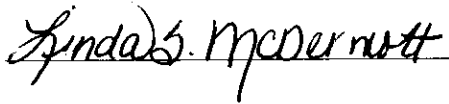
IN WITNESS WHEREOF, the parties hereto have caused this collective bargaining agreement to be signed and attested by the proper official and have hereunto set their hands on this 28 day of June, 2010.

Attest:



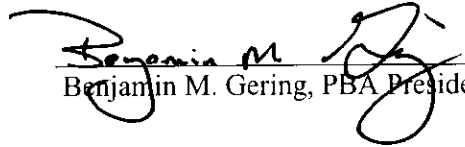
Mayor Bernard P. Miller

TOWNSHIP OF PRINCETON



Linda S. McDerrott

Attest:



Benjamin M. Gering, PBA President

PBA LOCAL #387

