

**A G R E E M E N T**

**between**

**BOROUGH OF PRINCETON**

**and**

**TEAMSTERS LOCAL UNION NO. 676**

**Affiliated with the International Brotherhood of Teamsters, AFL/CIO**

**PUBLIC SAFETY COMMUNICATIONS OFFICERS**

**EFFECTIVE DATES:**

**JANUARY 1, 2009**

**up to and including**

**DECEMBER 31, 2012**

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## **Article 1 - Preamble**

### **Section 1**

This agreement by and between the Borough of Princeton, a Municipal Corporation of the State of New Jersey, or its successors, together with such Borough properties as may be acquired, hereinafter referred to as the Borough and the Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO, hereinafter referred to as the Union.

This agreement is entered into in order to promote and ensure harmonious relations, cooperation, and understanding between the Borough and its employees; and to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interest of the people of the Borough of Princeton and its employees. It is the intent of the parties that this agreement be construed in harmony with the laws of the State of New Jersey, which govern public employment.

## **Article 2 – Recognition**

### **Section 1**

The Borough hereby recognizes the Union, as the exclusive representative for the purpose of collective bargaining negotiations for all full time police dispatchers of the Borough of Princeton here forth referred to as Public Safety Communication Officers (PSCO) or employee. This agreement shall exclude all managerial executives, confidential employees, professional employees and employees in other recognized collective bargaining units of the Borough of Princeton.

## **Article 3 – Embodiment of Agreement**

### **Section 1**

This document constitutes the sole and complete agreement between the parties, and embodies all of the terms and conditions governing the employment of employees in the Unit.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

## **Article 4 - Severability**

### **Section 1**

In the event that any provisions of this agreement between the parties shall be held by operation of law and / or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate concerning the modification or revision of such provision.

## **Article 5 – Management Rights**

### **Section 1**

The Borough, in conformance with the law, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States, and those rights, authority, duties and responsibilities not made specifically part of this contract.

### **Section 2**

The Borough may suspend, discharge or demote an employee for sufficient and reasonable cause, but the employee or his representatives shall, upon request, be entitled to grieve such action in accordance with Article 13.

### **Section 3**

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority pursuant to N.J.S.A. 40A: 1 et. seq., or any other state, county or local laws.

## **Article 6 – Loyalty – Efficiency - No Discrimination**

### **Section 1**

Employees of the Borough agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the Borough and its interest; that they will cooperate with the Borough in promoting and advancing the welfare and prosperity of same at all times.

### **Section 2**

The provisions of this agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political

affiliation or Union affiliation. Both the Borough and the Union shall bear the responsibility for complying with this provision of this agreement.

### **Section 3**

All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### **Section 4**

The Borough agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Borough or any Borough representative, against any employee because of Union membership or because of any employee activity permissible under the New Jersey Employer - Employee Relations Act of 1968, as amended, or this agreement. The employer or his designee will give employees the option of having union representation during any type of investigatory interview. If the employer or his designee denies the request for union representation and continues with the interview, it commits an unfair labor practice and the employee will have the right to refuse to answer any questions without disciplinary action against him.

### **Section 5**

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

## **Article 7 – Maintenance of Standards**

### **Section 1**

With respect to matters not covered by this agreement, the Borough will not seek to diminish or impair during the term of this agreement, any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union and, when appropriate, without negotiation with the Union, provided, however, that this agreement shall be construed consistent with the free exercise of rights reserved to the Borough by the Management Rights Clause of this agreement.

### **Section 2**

The Borough agrees to maintain a safe working environment for employees covered under this agreement. This should also include the security of the municipal complex after hours since employees covered under this agreement occupy the building twenty-four hours a day.

### **Section 3**

Employees shall retain all civil rights under the New Jersey State and Federal Law.

## **Article 8 - Shop Stewards**

### **Section 1**

The Borough recognizes the right of the Union to designate Shop Stewards and alternates from the Employer's seniority list. The authority of Shop Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Borough or the Borough's designated representative in accordance with the provisions of the Collective Bargaining Agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information:
  - a. have been reduced to writing; or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs or any other interference with the Borough's business.
3. Upon request of the employee or the employer, a union representative should be present during investigatory interviews.

Shop Stewards and alternates have no authority to take strike action or any other action interrupting the Borough's business. The Borough recognizes these limitations upon the authority of Shop Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Borough in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow-downs or work stoppage in violation of this agreement. However, before imposing any such action, the Borough must prove that the Shop Steward has taken any such action in violation of this provision.

## **Section 2**

The Shop Steward shall be afforded on duty time to prepare, process and conduct union business including contractual negotiations and related paperwork as long as workload permits and it does not interfere with his duties and his position is covered. The Borough further agrees that whenever possible all union business resulting from grievances, negotiations or investigatory interviews will be conducted during work hours. The Borough also agrees that the shop stewards position will be covered by another public safety communications officer or a certified police officer in order to attend to such business and will not be unreasonably denied.

## **Section 3**

The shop steward will be given up to three (3) paid days a year to attend a Collective Bargaining Seminar sponsored by the Teamsters or as approved by the Borough Administrator.

## **Article 9 - Access to Premises**

### **Section 1**

Authorized agents of the Union shall have access to the Borough premises at any time during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the agreement is being adhered to. Access of said Union Official shall be subject to reasonable time and place limitations, and shall in no case interfere with or impede Borough business activities being conducted on or around municipally owned facilities.

## **Article 10 – Orders and Decisions**

### **Section 1**

Shop Stewards or alternates shall not give orders to employees nor countermand orders of management. Further, they shall not be sole judge in determining whether there are unsafe conditions existing. However, the Business Agent shall have the right to investigate and determine along with management, disputes regarding unsafe conditions.

## **Article 11 – Investigation of Grievances by Shop Stewards**

### **Section 1**

The shop steward shall, upon notice to the Department Head or his designee, be permitted to investigate, present, and process grievances on the property of the Borough without



loss of time or pay. This time shall not be unreasonably withheld. Such on duty time spent in handling grievances shall be reasonable and shall not be considered working hours in computing daily and / or weekly overtime. The Department Head will make every effort to cover the shop steward's position for the purpose of conducting above union business actions.

## **Article 12 – Agency Shop – Check Off of Dues**

### **Section 1**

The Borough, upon being authorized voluntarily and in writing by an employee subject to this agreement, shall deduct from compensation paid to the employee dues for Union membership in compliance with N.J.S.A. 52: 14-15.9e, as amended.

A check off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and approved by the Borough, during the month following the filing of such card with the Department of Finance and Administration of the Borough.

In addition, the Borough agrees to deduct from compensation paid to employees subject to this agreement, but not members of the Union, a representation fee in lieu of dues for services rendered by the majority representation in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Borough by the Union. The Union may revise its certification of the amount of the representation fee upon 30 days notice reflecting changes in the regular Union membership dues, fees, and assessments.

The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees covered by this agreement. Deductions for membership dues will be made from the first payroll period of each month and shall be applicable to the dues for that month only. All deductions of Union membership dues shall be paid to the designated Local Union Treasurer.

Any employee covered by this agreement may withdraw his written authorization for deduction of dues at any time by filing of a notice of such withdrawal with the Department of Finance and deduction authorization cannot be effected for a period of three (3) months.

The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms or liability that shall arise out of or by reason of any action taken in making deductions and remitting same to the Union.

**Article 13 – Grievance Procedure and Arbitration**  
**Section 1**

The purpose of this article is to provide an orderly settlement of any grievance, as herein defined. The term “grievance” as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this agreement, and may be raised by an individual unit employee, a group or unit of employees, or the Union, at the request of any such individual or group.

Disputes concerning terms and conditions of employment set by statute or administrative regulation, incorporated by reference in this agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

A grievance shall be filed in writing within five (5) working days of its alleged occurrence and be processed in accordance with the following steps:

**Step 1:**

Between the aggrieved employee, with or without his Steward, and his Supervisor. If no satisfactory agreement is reached within three (3) working days, the Union may submit the grievance, in writing, to the second step within five (5) working days from the verbal answer.

**Step 2:**

A meeting between the aggrieved employee with the steward and the employee’s immediate supervisor shall be held within ten (10) working days following the day the written grievance was filed. If no satisfactory agreement is reached within three (3) working days after the meeting, or after the expiration of the foregoing ten (10) working days period, then

**Step 3:**

A meeting between the aggrieved employee, with the Steward, and the Borough Police Chief or his designee scheduled by the Borough Police Chief within ten (10) working days following the day the Step one meeting is held, after the expiration of the foregoing ten (10) working day period, then

**Step 4**

A meeting between a Business Agent of the Union with the Steward in conference with the Borough Administrator or his designated representative(s) at a time to be fixed by

mutual agreement between Borough Administrator or his designated representative and the Business Agent of the Union.

Should no acceptable agreement be reached with an additional ten (10) working days, then the matter may be referred to arbitration by the Borough or the Union only. Either the Union or the Borough may have witnesses whose testimony is relevant at Step Three meeting. A witness attendance will be limited, however, to the time required to present his testimony.

### **Section 2 - Arbitration**

If the grievance is not settled in the foregoing steps, then either party may, with written notice to the other, within thirty (30) working days after the answer to Step four, submit said grievance to P.E.R.C. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this agreement.

If a grievance is not appealed by the Union from one step to the next step or to P.E.R.C. within the time limits specified for each step, or as mutually extended, the grievance shall be considered settled on the basis of the last decision of the Borough and shall not be eligible for further arbitration.

### **Article 14 - Seniority**

- A. Seniority is defined to mean an accumulated length of continuous service with the Borough, computed from the last date of hire.
- B. An employee's length of service shall not be reduced by time lost due to absence for bonafide illness or injury certified by a physician or approved leave of absence.
- C. Seniority shall be lost and employment terminated if any of the following occur:
  - 1. Discharge with cause;
  - 2. Resignation;
  - 3. Failure to return promptly upon expiration of authorized leave;
  - 4. Absence for three (3) consecutive working days without leave or notice.
  - 5. Engaging in any other employment during a period of leave; and

- D. If the Borough establishes different starting times for employees in the same job classification, the senior person, if qualified in the classification, shall have the choice.
- E. Once each year, during the month of January, the Borough shall compile and submit to the Union in writing, and then post in a conspicuous place, a seniority list or lists from the regular payroll records. Any employee hired after said posting shall have their names added to this list in order of date of hire and the Union shall be notified of such additions.
- F. After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the seniority list shall revert to the first day of his probationary period.
- G. Inability to perform work because of proven illness or injury shall not result in the loss of seniority rights.

### **Article 15 – Discharge or Suspension**

No permanent employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the grievance procedure provided in this agreement. The Business Agent shall be notified of the action taken, or to be initiated by the Borough, involving dismissal or suspension of an employee covered by this agreement, immediately before or after the occurrence.

Dismissal and suspension shall be governed by the PPM of the Borough of Princeton and Rules and Regulations adopted thereunder.

Except when an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all matters pending for grievance hearings and shall be heard promptly.

Any employee dismissed or suspended shall be entitled to the provisions of Article 13 entitled “Grievance Procedure and Arbitration”.

Examples where dismissal without first discussing the matter with the Business Agent shall apply:

1. Calling or participating in any unauthorized strike, work stoppage or walkout.

2. Drunkenness, proven during working hours or being under the influence of alcohol during working hours.
3. Proven theft.
4. Assault on an individual other than in self-defense during working hours.
5. Illegal use of controlled dangerous substances.

## **Article 16 – Hours of Work and Extra Compensation**

### **Section 1**

The normal workweek for all public safety communications officers shall be forty (40) hours per week, 2080 hours per year. The normal workday for public safety communications officers assigned to an eight (8) hour schedule shall be eight (8) hours per day Monday through and including Friday. The normal workday for public safety communications officers assigned to a patrol unit on rotating shifts shall be twelve (12) hours per day as assigned by the Chief of Police. Hours worked during the normal workday shall be paid at the straight time rate. Note that the 2080 is utilized as the divisor for the purposes of calculating hourly and overtime rates.

### **Section 2**

Any permanent changes to the schedule worked by public safety communications officers shall be subject to the notification of the union prior to the establishment of said change. The union will be provided with 30 days notice.

### **Section 3**

Any employee whose schedule is changed shall receive at least one-hundred-sixty-eight (168) hours notice before said change is implemented. Failure to provide such notice shall result in the employee receiving compensation at the employee's appropriate overtime rate for all hours worked which were not part of his previous schedule which were worked within the notice period.

### **Section 4**

Public safety communications officers who incur any additional duty beyond the normal scheduled hours of work shall be compensated for such additional duty at overtime (1 ½ pay) rate after the first 15 minutes.

**Section 5**      **Call Back-Court-Subpoena Standby Compensation**

Employees held over past normal end of shift or beginning work early with authorization from Chief of Police or his designee shall be guaranteed a minimum of two (2) hours pay at the rate of time and one half (1 ½); and four (4) hours pay at the rate of time and one half (1 ½) for call back on days off. The Borough will make every effort not to call back employees on days they are scheduled to begin their midnight shift. Effective January 1, 1999 when a public safety communications officer is required for court, he shall be guaranteed the same as being called back to work under the Overtime agreement. Public safety communications officer's notices to stand-by (pursuant to stand-by subpoena) for the purpose of testifying or appearing in any court, not during his regular working shift, relating to matters resulting out of the performance of his duties, and thereafter not called to testify or appear during that day, shall be compensated for this stand-by subpoena at the rate of ten (\$10.00) dollars per stand-by subpoena, provided, however, that no employee shall receive in any one calendar year payment for any more than ten (10) such stand-by subpoenas. Said payment for the stand-by subpoena will be included in the paycheck covering that period, however, no payment shall be made to any employee required to stand-by in any court involving civil litigation.

**Article 17 - Wages**

**Section 1**

The annual base salary payable to public safety communications officers for normal hours of employment shall be as set forth in Appendix A, attached, and shall be retroactive as appropriate.

**Section 2 - Shift Differential**

A shift differential shall be paid to public safety communications officers in recognition of said public safety communications officers being subject to varying shift assignments and rotation. Payments of said differential shall be folded in and paid along with regular payroll. The schedule for shift differential payment will be \$925. Effective January 1, 2010, shift differential is removed from this contract and rolled into the base salary.

**Section 3 - Breaks**

Breaks shall be defined as time given to an employee away from work or expectation of work. The employee will have the ability to use the break time for whatever purpose he wishes as long as his position is covered by a qualified person and the employee does not go beyond the time allowed for the break. Public safety communications officers assigned to the twelve (12) hour shift shall receive a paid break period of fifteen (15)

minutes anytime during the first four hours worked, a fifteen (15) minute paid break anytime during the last four hours worked and a thirty (30) minute paid lunch break so long as the employee's position is covered. Public safety communications officers assigned to an eight (8) hour shift shall receive a paid break of fifteen (15) minutes and a thirty (30) minute paid lunch break so long as the employee's position is covered. Public safety communication officers will be allowed to take their lunch break at any time as long as their position is covered.

If a public safety communications officer works half or a part of an eight or twelve hour shift, the employee will be entitled to a pro-rata amount of minutes as a break. (An example may be, six hours worked receives a thirty (30) minute break.

The Borough will make every effort to make sure every public safety communication officer is given his breaks and will assign the certified personnel needed to allow the breaks to be taken by each public safety communication officer in accordance with New Jersey State laws. If a public safety communications officer is unable to take the break or lunch period because of workload or man-power shortage, he shall be compensated at an additional rate of double time for the break(s) missed.

Public safety communications officers required to work four (4) hours of overtime in any one (1) shift shall be afforded an additional fifteen (15) minute break period on Borough time.

## **Article 18 - Overtime**

### **Section 1 - Overtime Defined**

As used in this agreement, "overtime pay" means pay calculated at an hourly rate equal to one and one-half (1 ½) time the employee's regular hourly rate (including base salary, longevity and shift differential).

Overtime is defined as any time worked beyond twelve (12) hours per day for public safety communications officers assigned to a twelve (12) hour schedule, or as any time worked beyond eight (8) hours per day for public safety communications officers assigned to an eight (8) hours schedule, as assigned. Overtime shall only be granted when the public safety communications officer is authorized to work by the Chief of Police or his designee. Any time taken off by an employee, (i.e. holiday, sick, comp, personal, vacation, funeral leave, assigned off by administration), will not forfeit any overtime earned by that employee, as long as given or earned time was used by the employee, to receive the time off.

### **Section 2**

Payment of overtime for work authorized and performed as defined in Section 1 and Section 2 of this article shall be paid as governed by any of the following conditions:

- A. One and one-half (1 ½) the employee's regular hourly rate of pay for work authorized and performed beyond normal, scheduled workday or weekly work schedule as set forth in Section 1.
- B. Double (2x's) time the employee's hourly rate of pay for work authorized and performed on any Borough holiday or Sunday, which that employee was not normally assigned to work and has been ordered in to work. Working this holiday will not forfeit any floating holiday time as set forth in Article 20. However, this shall not include overtime that the employee has signed up to work.
- C. Overtime work shall be distributed as equally as possible among all public safety communications officer.
- D. Overtime shall be paid concurrently within pay period worked.

**Article 19 - Longevity**

**Section 1 - Longevity Payment Schedule**

In addition to salary as provided in Article 17, each public safety communications officer shall receive a longevity payment in accordance with the following schedule. New employees (after 1/1/2000) shall receive longevity after reaching top of salary as scheduled in Appendix A:

<b><u>Service Time Completed</u></b>	<b><u>Longevity Compensation</u></b>
After 05 yrs of continuous service	\$ 525
After 09 yrs of continuous service	\$ 950
After 14 yrs of continuous service	\$1,377
After 19 yrs of continuous service	\$1,721

**Section 2**

Longevity payments shall be folded in and paid along with regular payroll. Longevity increments shall take effect upon the anniversary date of employment.

Longevity payments are eliminated for new employees hired after January 1, 2010.



## **Article 20 – Holidays – Personal - Comp Days**

### **Section 1**

Each public safety communications officer shall be entitled to one-hundred-eight (108) hours of floating holiday time annually in-lieu of the actual holidays observed by Borough employees, subject to manpower requirements as determined by the Chief of Police. Employees may elect to be paid for up to sixty (60) hours of holiday time at a rate of one and one-half (1 ½) employee's hourly rate, as defined in Article 18, per year. Public safety communications officers shall be paid for unused holidays not carried over, no later than the last 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 or his designee.

Any unanticipated holidays granted to Borough employees during the contract period will also be given to the public safety communications officers on a day for day basis, ie. (public safety communications officers assigned to an eight (8) hour shift shall receive eight (8) hours, public safety communications officers assigned to a twelve (12) hour shift shall receive twelve (12) hours). Subject to the first paragraph of this article, if a public safety communications officer shall fail to take any holiday leave, 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 leave so waived or to the payment thereof.

### **Section 2**

When a request for holiday or personal leave is made in advance, the request shall be either approved or denied, based on current manpower, no later than seven (7) calendar days prior to the day(s) requested off. For any requests, for holiday or personal leaves less than seven (7) calendar days, the approval or denial shall be made the day of being notified based on current man-power. Once holiday and / or personal leave is granted, it will be honored unless an emergency arises within one (1) week of date(s). Requests for holiday time far in advance of the date requested shall be put in writing to the Chief of Police or his designee and approved or denied within a reasonable amount of time, based on anticipated manpower needs, on a case-by-case basis.

### **Section 3**

Holiday pay will be granted to employees terminating their employment on a prorated basis.

### **Section 4**

Each public safety communications officer shall be permitted twenty-four (24) hours of personal leave with pay in a given calendar year. Personal leave shall not be used for vacations and is not cumulative nor will payment be made for unused time upon retirement, separation, or resignation. Subject to the first paragraph of this article, if a public safety communications officer shall fail to take any personal leave, 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 personal leave so waived or to the payment thereof.

### **Section 5**

In accordance with the Fair Labor Standards Act, and as used in this agreement, "compensatory time", also referred to as "comp time", will mean time off calculated at one and one-half (1 ½) for any authorized work performed in excess of the allowable hours by law. Public safety communications officers who work overtime will be compensated with either pay also at one-half (1 ½) or comp time at the choice of the employee. Comp time can be accrued up to ninety-six (96) hours. After said hours are accrued, overtime will be paid and the employee cannot accrue any additional comp time until said time has been used. Comp time can be carried over into following years and cannot be lost. Overtime will be paid within the limits of the municipal budget unless the employee specifically requests comp time. If funding is not sufficient to cover the payment of overtime then the employee will revert to accruing compensatory time until such time as they reach the maximum allowed under the Fair Labor Standards Act.

### **Section 6**

Any employee covered by this agreement who has accrued any time (i.e. sick, compensatory, holiday, vacation, personal) will have the option of donating that time to any other employee. This time donated will be removed from the donating employee's available time. The employee who receives the donation of time agrees that the time donated will be used as time off from work and cannot be used as monetary compensation. A memorandum to the Department Head will be required from both parties acknowledging the amount of time given and received. Further, the use of this time must be for a major illness that has been noted by a doctor. Such use must be approved by the Borough Administrator and shall not unreasonably be denied.

## **Article 21 - Vacations**

### **Section 1**

Each employee shall be entitled to vacation time as follows:

<u>Length of Service</u>	<u>Vacation Earned</u>
03 – 06 months	36 hours
06 – 11 months	60 hours
01 – 05 years	96 hours
05 – 08 years	120 hours
08 – 14 years	168 hours
14 – 18 years	204 hours
18 – 22 years	228 hours
22 or more years	240 hours

**Section 2**

Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Borough's business, as determined and approved by the Chief of Police or his designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only.

**Section 3**

An employee's rate of vacation pay shall be based on the employee's regular rate of pay.

**Section 4**

All vacations shall be taken in accordance with the special order or policy governing said utilization, of the Princeton Borough Police Department.

**Section 5**

Pay for unused vacation will be granted to employees terminating their employment on a pro-rated basis (ie. An employee terminating employment after 6 months in any one year will receive one-half of that year's vacation).

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 he was physically present and working, then no additional vacation, holiday or other benefits shall accrue.

**Section 6**

An employee who commences employment during the first fifteen (15) days of the month, shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the sixteenth (16<sup>th</sup>) day of the month or thereafter shall not be credited with working said month for the purpose of vacation computation.

### **Section 7**

The above applies to new employees, except that they may not use these earned days until the completion of ninety (90) days employment with the Borough. In the event that special extraordinary circumstances exist, the employee upon approval of the Chief of Police or his designee may be granted time off. Should an employee be unable to take time off because of the ninety (90) day provision, said eligible time will be allowed to be carried over to the succeeding year only.

### **Section 8**

All earned vacation, which was not used at the time of retirement due to disability or death or termination of employment, except for discharge for just cause, shall be paid to the employee or his next of kin on the retirement, disability retirement, death or termination of the employee. In the event an employee has used vacation, which was not earned at time of resignation, termination, death or retirement, the Borough shall be reimbursed for said unearned vacation day. The Borough will not grant pay in-lieu of vacation.

### **Section 9**

All vacation time shall be taken between January 1 and December 31 of the year earned.

Only one (1) person may be on vacation at a time. Vacations shall be offered and selected by seniority. All employees shall select a primary vacation period first, then employees shall select their second vacation period. Then employees wishing to take a third vacation period shall select.

The minimum length of a vacation is 36 hours at any time.

All other vacation practices must be in accordance with Police Department policy and procedures.

## **Article 22 – Sick Leave**

### **Section 1**

As used in this section, the term “sick leave” means paid leave that may be granted to each full-time classified Borough employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease.

## **Section 2**

A certificate from the Borough Physician or the employee’s own physician may be required, after three (3) consecutive days, as sufficient proof of the need for sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from the Borough Department of Health may be required.

## **Section 3**

Full-time employees accumulate sick leave on the basis of twelve (12) days of sick leave per year. In the first year of employment, employees shall be entitled to one (1) day of sick leave for each month of employment.

## **Section 4**

Accumulated sick leave may be used by an employee for personal illness, illness to his immediate family, which requires his attendance upon the ill person, death in the immediate family, quarantine restriction, pregnancy / childbirth or disabling injuries. The term “immediate family”, for the purpose of this subsection, shall mean and refer only to the employee’s spouse, child, parent, brother, sister, grandparents, spouse’s parents and grandparents and domestic partner.

## **Section 5**

The Chief of Police may schedule medical examinations for all Department employees annually, or more frequently if required.

## **Section 6**

A public safety communication officer shall be granted eight (8) hours of additional holiday time for every six (6) months he does not utilize sick time.

## **Article 23 – Sick Leave for Injury in Line of Duty**

### **Section 1**

When a full-time employee is injured in the line of duty, the Borough shall, subject to the terms and conditions hereinafter set forth grant the employee up to one (1) year's leave of absence with pay, except those injuries which result from employee activities which would give cause for either suspension or removal.

### **Section 2**

In the event that the employee shall receive any temporary disability pursuant to the statutes governing the Worker's Compensation Laws of the State of New Jersey, or elsewhere, or shall receive income benefits arising out of any policy of insurance paid for or contributed to by the Borough of Princeton, such amounts received shall be assigned to the Borough and the employee paid his regular pay check.

### **Section 3**

Each employee covered by this agreement shall be entitled to utilize the long term illness provision which provides for the continued payment of salary to the employee when they are out of work due to a non work related illness or accident. Each employee must have at least 5 years of service with the Borough. (Current employees are grand-fathered). The employees must provide for the first 352 hours of pay through sick, vacation, personal, comp or unpaid time and are then covered at 100% for 6 months at no cost to the employee.

## **Article 24 – Payment for Accumulated Sick Leave**

### **Section 1**

Full-time employees covered by this agreement having documented, accumulated sick leave from their date of hire shall upon retirement or separation from employment with the Borough in "good standing" shall be paid forty (40%) percent of said documented, accumulated sick leave not to exceed 180 days or \$11,000, which ever is lesser.

### **Section 2**

Employees covered by this agreement shall have the option to BANK all earned, unused sick leave for extended, legitimate illness. It will be assumed the employee wishes to bank all unused sick time at the end of every year.

### **Section 3**

Employees covered by this agreement terminated for cause shall not be entitled to the provisions of this article.

### **Article 25 – Military Leave**

All employees shall be subject to all Federal and State Laws.

### **Article 26 – Leaves of Absence** **General Leave**

In addition to the provisions of the Family Medical Leave Act guidelines, a permanent employee desiring leave without pay for personal reasons shall make a request in writing to the Chief of Police not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the Borough Administrator who shall review all recommendations for leaves of absence as submitted by the Chief of Police.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave, or failure to return promptly at the expiration of the leave, shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

### **Maternity Leave** **Section 1 -With Pay**

Permanent employees shall be entitled to utilize any accumulated sick leave during the time prior to the expected date of childbirth and for one (1) month thereafter upon presentation of a doctor's certification and approval by the Chief of Police or Borough Administrator. The Borough may consider granting, in extenuating circumstances, additional use of sick leave not to exceed two (2) months, upon presentation of a doctor's statement setting forth the necessity therefore. Employees who have accumulated any time may use such time for maternity purposes.

### **Section 2 – Without Pay**

Permanent employees who have not earned or accumulated any time may be granted a leave of absence for maternity purposes prior to the expected date of childbirth and for one (1) month thereafter upon presentation of a doctor's certification. Leaves may be granted or denied at the discretion of the Borough Administrator who shall review all recommendations for leaves of absences as submitted by the Chief of Police.

Therefore, the leave of absence would require a certification from the employee's physician as to the length of time the employee is required to be on said leave of absence without pay, which in no case will be granted for more than one-month period after the expected date of childbirth. In extenuating circumstances, additional leave of absence without pay not to exceed two (2) months may be granted upon presentation of a doctor's statement setting forth the necessity therefor.

### **Section 3**

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave, or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

### **Article 27 – Jury Duty**

Any employee who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Borough the difference between his job rate for eight (8) hours and the daily jury fee, subject to the following conditions:

- a. The employee must notify his supervisor immediately upon receipt of any communication regarding jury service. Upon notice of jury duty assignment, the Department Head, to the extent possible and when feasible, to change the schedule of the employee to be on day shift, for the week(s) needed in order to attend jury duty, with the proviso that the Borough shall not be required to pay a premium wage to cover said change. If the employee is dismissed from service and will not have to return to jury duty, then the employee will report to work for eight (8) hours for the rest of the week in order to complete his forty (40) hour workweek. Employees dismissed for the day after reporting to jury duty will not be required to report for work. Union agrees to waive any notice provision that might require a change in shifts to accommodate jury duty.
- b. No reimbursement of wages will be made for jury services during holidays or vacations.
- c. At the management's request, adequate proof must be presented of time served on a jury and the amount received for such services.
- d. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the Borough.
- e. Employees shall be granted up to their normal number of work hours in any one day to attend jury duty, however, time served on jury duty will not be considered as overtime for purposes of computing overtime.



## **Article 28 – Bereavement Leave**

### **Section 1**

All full-time employees, upon application for permission, shall be entitled to five (5) consecutive workdays off with full pay in the event of each death in the immediate family. The "immediate family" shall mean: father, mother, wife, husband, child, brother, sister, mother-in-law, father-in-law, step-mother, step-father, step-sister, step-brother, step-children, grandparents or any member of the employee's immediate household. All employees shall be entitled to three (3) consecutive days off with full pay in the event of each death of: nephews, nieces, uncles, aunts, brother-in-law, or sister-in-law. All bereavement leave days are consecutive working days and shall commence the day of death or date of notification of death. If the individual is cremated, the bereavement leave shall be taken from the date of death for up to the amount of time previously mentioned. One day may be used, within a three (3) month period, to conduct any type of business pertaining to the deceased for each of the above leaves.

## **Article 29 – Time to Attend Meetings**

Members of the bargaining unit, who, by mutual Agreement between Teamsters Local Union No. 676 and the Borough of Princeton, participate during working hours in conferences and meetings with the Borough which involve or derive from its collective bargaining Agreement, shall suffer thereby no loss of pay. Members of the bargaining unit shall be allowed reasonable amount of time during their regular work hours to attend any meetings with the Borough. The Chief of Police should be given reasonable notice in advance of their desire to attend such meetings. The Chief of Police or his designee, prior to attendance thereof, must give approval prior to the meeting and shall not unreasonably deny the leave. It is understood, however, that, except for the foregoing, nothing shall be done which shall interfere with the work of any Borough employee and / or department.

Vacation, holiday and / or personal days will be rescheduled if they coincide with Borough authorized meetings. The Union agrees to take all steps necessary to insure that this time is within reasonable limits.

Excused time to attend meetings as set forth above shall not be construed as work time utilized and shall not be included for the purposes of computing overtime.

## **Article 30 – Health Benefits**

### **Section 1**

- A. Enrollment is in the State Health Benefits Plan (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 plans 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 reserves the right to replace any and all health insurance coverage with insurance which is substantially similar in benefits and agrees to notify and discuss with the union the modifications at least 60 days prior to any change in carriers. If no such agreement is reached with the union on the issue of a new carrier then the union reserves the right to pursue the matter thru the grievance procedure.
  3. The co-payments for the medical plan and prescription drugs will be in accordance with the rates set by the SHBP.
  4. Effective June 28, 2011, pursuant to Chapter 78, P.L. 2011, and upon the expiration of any applicable binding collective negotiations agreement in force on that date, employees shall pay the higher of one and one-half percent (1.50%) of base salary or a percentage of the premium payments made towards their health benefits insurance coverage pursuant to P.L. 1961, C. 49 (C:52:14-17.25 et seq.), notwithstanding any other amount that may be required additionally pursuant to this paragraph by means of a binding collective negotiations agreement. Under no circumstances shall the amount payable by any employee be less than one and one-half percent (1.50%) of base salary. The premium amount is based on the employee's selected level of coverage (single, family, member / spouse / partner, parent / child) and is graduated based upon the employee's compensation. The contribution amounts will be phased in over a four (4) year period.

## **Section 2**

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 maximum allowed by law. Any employee who waives coverage shall be permitted to immediately resume coverage within the parameters set by the health benefit carriers if the employee ceases to be covered through the employee's spouse for any reason, including but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the Borough which

represents an advance payment for a period of time during which coverage is resumed. Proof of coverage must be provided.

### **Section 3**

The Borough will provide an eye care reimbursement program for the employee and their dependents, which provides for the employee to receive two-hundred-fifty (\$250) dollars maximum reimbursement per year toward the cost of eye examinations and / or the purchase of prescription eyeglasses or contact lenses. The employee must file paid receipts and a completed and signed voucher for the eye examination, eyeglasses and / or contact lenses with the Department Head prior to receiving reimbursement provided for the hereinabove. Effective January 1, 2011, the eye glass reimbursement program is removed from this contract.

### **Section 4**

The Borough will continue to provide dental coverage for the employees and their eligible dependents with equal to or better benefits and maximums.

### **Section 5**

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 6**

**Retiree Medical Coverage:** Employees who retire from the Borough, and who have been enrolled for 25 years in the pension system will be provided medical insurance and prescription coverage in the SHBP for themselves and their eligible dependents who are covered by the Plan at the time of retirement.

1. 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 SHBP for the type of coverage in effect at the time of retirement.
2. 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.
3. 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 cards(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.

4. Terminal Leave – each public safety communication officer shall be entitled to thirty-seven and one-half (37.5) days of terminal leave with pay upon his retirement from service after twenty-five (25) years of continuous service and one and one-half (1.5) additional days for each year thereafter to a maximum of forty-five (45) days of terminal leave. Payment for terminal leave shall be made upon permanent separation of 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.
  
5. Effective June 28, 2011, pursuant to Chapter 78, P.L. 2011, and upon the expiration of any applicable binding collective negotiations agreement in force on that date, employees who are or will become a member of Public Employees' Retirement System (PERS) or locally administered retirement system, shall pay six and one-half percent (6.50%) of their base salary upon which pension contribution is based, through the withholding of the contribution, for retirement benefits coverage, notwithstanding any other amount that may be required additionally pursuant to this paragraph by means of a binding collective negotiations agreement or the modification of payment obligations. An additional contribution of one percent (1.0%) shall be phased-in in equal annual increments of 0.14% over seven (7) years commencing July 1, 2012 as follows:

Year	Contribution Rate
July 2012	6.64%
July 2013	6.78%
July 2014	6.92%
July 2015	7.06%
July 2016	7.20%

July 2017	7.34%
July 2018	7.50%

**Article 31 – Indemnification**

The Borough agrees to keep in full force and affect a policy of liability insurance coverage covering each and every member. The sum of which shall be consistent with the amount of insurance that the Borough has on all other employees.

**Article 32 – Legal Defense**

Whenever an employee is a defendant in any action or legal proceeding arising out of and directly related to the performance of his duties, the Borough shall provide said employee with necessary means for defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against the employee by the Borough or in a criminal proceeding instituted as a result of a complaint on behalf of the Borough. If any such disciplinary or criminal proceedings instituted by or on complaint of the Borough shall be dismissed or finally determined in favor of the employee, the employee shall be reimbursed for the expense of his defense and no record or dismissed complaint will be kept in any personnel files.

**Article 33 – Property Loss**

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

**Article 34 – Travel Allowance**

**Section 1 - Mileage Allowance**

The Borough agrees to provide, subject to rules and regulations of the Borough Administrator, mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The mileage allowance rate will be the Internal Revenue Service rate per mile. Mileage will be calculated as additional miles beyond the normal round trip commute from home to work. Mileage allowance shall not be used to compensate for commuting to work at Borough Hall.

**Article 35 – Pay Periods - Wages**

**Section 1**

- A. All wages shall be due and payable in full every two (2) weeks for all hours worked within that time, at the end of the shift, no later than twelve noon (12:00 p.m.) on Thursday bearing extenuating circumstances.
- B. When the regular payday occurs on a holiday, the Borough shall pay the employees on the regular workday immediately preceding the holiday.
- C. With each paycheck, employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.
- D. A public safety communication officer's hourly wage will be calculated by adding the salary, longevity and shift differential and dividing the sum by 2080 hours.

**Section 2 - Yearly Increases**

All employees shall receive a wage increase, based on the previous year's base salary for their position, according to Article 17 and Appendix A, attached, on January 1<sup>st</sup> of each year of this contract.

2009	2.00%
2010	1.50%
2011	1.75%
2012	1.90%

The actual plan and steps to be provided as Appendix A.

**Article 36 - Communications**

**Section 1**

The Borough agrees to furnish bulletin board space to be used exclusively by the Union for the posting of notices relating to Union meetings and official business only. This board is to be in a conspicuous place where all members of this unit can view it.

**Section 2**

The Union agrees to limit its posting of notices and bulletins to such bulletin board.

**Section 3**

All bulletins or notices shall be signed by a local Union Officer or his designee.

**Section 4**

The Borough agrees to furnish internet access to the communications center. Said connection, use and establishment of all policies shall be developed by the Chief of Police or his designee.

## **Article 37 – Payroll Deductions**

### **Section 1 - Credit Union**

The Borough agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union or Princeton University Federal Credit Union, if the employee has provided the Borough with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

### **Section 2 - D.R.I.V.E.**

The Borough agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

## **Article 38 - Training**

### **Section 1**

Employees will participate in training at the Police Headquarters (Borough Hall), or such other places as may be required. The employee shall be compensated for travel expenses to any location outside of Borough Hall in accordance with the provisions of Article 34.

### **Section 2**

The Borough will use the employees on duty time when possible to fulfill the requirement for training purposes only. When man power permits and a training opportunity arises, whether in agency or at another agency, each employee may be allowed to take Borough time to attend training which is required by the State of New Jersey.

### **Section 3**

Training time is not to be interpreted as including that time spent by a supervisor with an employee reviewing reports, evaluating the employee's performance, or other matters relating to an individual employee, but is intended to encompass instruction and training as required by the State of New Jersey and the Police Department as a whole or sections thereof.

#### **Section 4**

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

#### **Section 5**

The Borough of Princeton shall reimburse the employee for tuition and / or continuing education expenses up to two-thousand-two-hundred-fifty dollars (\$2,250.00) per year for the duration of the contract, provided a grade of "C" or better is attained or a certificate of satisfactory completion is attained by the employee, and the course or courses have been previously approved by the Chief of Police, or his designee, not to be unreasonably denied and the employee is not otherwise compensated. The requirement that the courses have to be related to police work, police professions, or a police related degree will not apply.

### **Article 39 – New Hires - Probation**

#### **Section 1**

Each employee of the Borough who becomes a new member of this bargaining unit shall be subject to a probationary period of employment during which time said employee may be discharged by the Borough with or without cause. The length of this probationary period shall be six (6) months from the date of employment. After successful completion of the probationary period, the employee shall be placed on the seniority list and his / her date of hire shall revert to the original date of hire. The employee shall also move to step 1 of Appendix A.

#### **Section 2**

In case of discharge within the probationary period, the Borough shall notify the Union in writing.

#### **Section 3**



The present work force shall not be reduced through the use of part time, casual, seasonal, or non-Union employees. Any work related normally performed by employees covered by this Agreement shall be manned by said employees at pay rates according to Borough ordinances.

## **Article 40 – Uniform Clothing – Cleaning - Maintenance**

### **Section 1**

The cost of the basic issue of uniforms and equipment for any new employee hired during the term of this Agreement shall be borne by the Borough. The basic issue shall be deemed to include such articles as:

Six (6) Long Sleeve Shirts with patches

Six (6) Pair of Pants

One (1) Pair of Shoes or Boots

One (1) Leather Belt - Black

One (1) Pullover Uniform Styled Sweater

One (1) Winter Jacket with Liner

One (1) Head Set for Telephone / Radio Console (if requested)

### **Section 2**

Before any employee shall be entitled to a replacement of any clothing or equipment, that piece of equipment or item shall be presented to the Chief of Police or his designee for inspection and replacement approval. Employees shall not seek any replacement of equipment or uniforms until such time as the old or damaged item or equipment is turned in.

### **Section 3**

Effective, January 2010, the Borough agrees to provide appropriate uniforms and to provide the cleaning of them. The Borough shall provide each uniformed employee with an annual cleaning and maintenance allowance of seven-hundred-twenty-five dollars (\$725) for years 2009, 2010 and 2011, to be paid in the first pay period of December of each year.

## **Article 41 – Work Performed by Covered Employees**

### **Section 1**

All work performed under this agreement shall first be offered to the employees covered under this agreement, except for temporary relief by qualified Police officers. Such

temporary relief by qualified Police officers shall not cause reduction of the unit or deprive any unit employee of compensation. While all work performed shall be offered to employees covered by this agreement, no employee shall be forced to work anymore than four (4) hours past the end of their shift or come in on their day off unless deemed an emergency as defined below. The Borough will provide to the union a work description and duties, as currently assigned to public safety communication officers, in order that above determination can be made. The Borough will provide a meal (not to exceed six dollars (\$6.00) for breakfast or ten dollars (\$10.00) for lunch and / or dinner to any public safety communication officers that is held over more than twelve (12) hours in a shift. Police officers and / or per diem public safety communications officer shall be used when unit members are not available. The Chief of Police may intervene in the operations in cases of emergencies.

## **Section 2**

As used in this agreement the term “emergency” shall have the following meaning: any unexpected event requiring the callback or assignment of qualified personnel as shall be determined by the Chief of Police or his designee. An unexpected event may be conditions caused by civil disturbances, crimes or events requiring the immediate deployment of additional personnel, and unforeseen shortages of qualified personnel such as shortages caused by sickness. Personnel shortages caused by vacations and / or other scheduled time off under normal operations as well as unfilled vacancies for a period of more than sixty (60) days should not, except on a rare occurrence, constitute an emergency for the purpose of this contract.

## **Section 3**

The Borough agrees to provide notification and posting of any civilian supervisory position, which covers public safety communications officers, prior to advertising the opening.

## **Section 4**

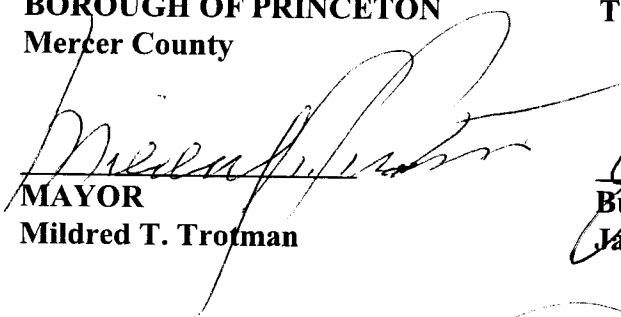
In the event that a Parking Enforcement Officer position is vacant or the Borough wishes to add Parking Enforcement Officers on a per diem basis, the Borough will utilize the public safety communication officers, as they are already sworn and trained, in performing the duties at overtime rate on their days off on a voluntary basis.

## **Article 42 - Duration**

This agreement shall be in full force and effect as of January 1, 2009, up to and including December 31, 2012. This Agreement contains the entire understanding of the parties and for all purposes shall be deemed the full and final settlement of all bargainable issues between the Borough and the Union. Any issues of interpretation of the contract shall use the grievance policy. Neither the Union nor the Borough will take any action, which may harm or cause to harm either party until the interpretation has been settled. All the provisions of this agreement will continue in full force and effect beyond the day of expiration set forth herein until the successor agreement has been executed and becomes effective between the parties.

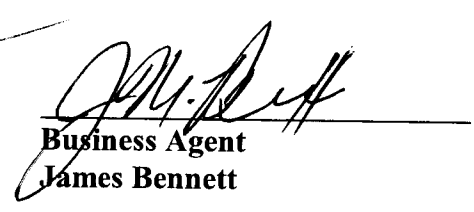
**IN WITNESS WHEREOF**, the parties have hereunto caused this to be signed and attested by the proper corporate officers and the corporate seal affixed and have hereunto set their hands and seals this 2<sup>nd</sup> day of November 2011.

**BOROUGH OF PRINCETON**  
Mercer County

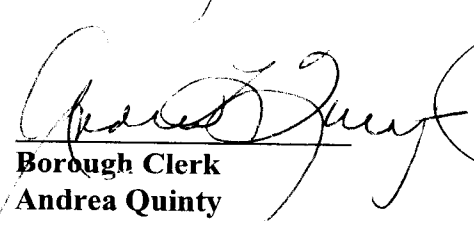


**MAYOR**  
Mildred T. Trotman

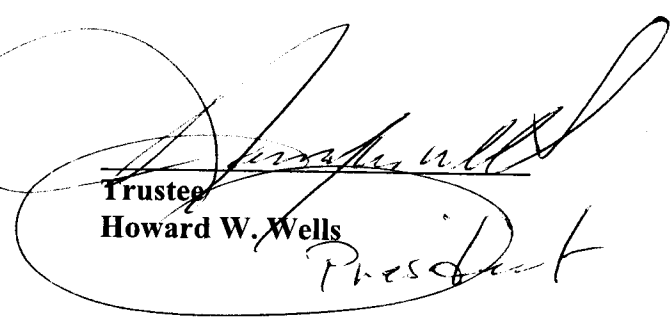
**TEAMSTERS LOCAL UNION**  
NO.676



**Business Agent**  
James Bennett



**Borough Clerk**  
Andrea Quinty



**Trustee**  
Howard W. Wells

President

# Appendix A

## Dispatcher Bargaining Unit 2009 - 2012

Step	2009	2010	2011	2012
Current Entry	49,646	51,329	52,227	53,220
1	50,682	52,381	53,297	54,310
2	51,720	53,435	54,370	55,403
3	52,758	54,488	55,441	56,495
4	53,795	55,541	56,513	57,586
5	54,833	56,595	57,585	58,679
6	55,870	57,647	58,655	59,770

2080

Step	2009	2010	2011	2012
Current Entry	23.87	24.68	25.11	25.59
1	24.37	25.18	25.62	26.11
2	24.87	25.69	26.14	26.64
3	25.36	26.20	26.65	27.16
4	25.86	26.70	27.17	27.69
5	26.36	27.21	27.69	28.21
6	26.86	27.71	28.20	28.74

**RESOLUTION 2011-R278  
OF THE MAYOR AND COUNCIL OF THE BOROUGH OF PRINCETON  
APPROVING THE 2009 THROUGH 2012 COLLECTIVE NEGOTIATIONS  
AGREEMENT WITH THE TEAMSTERS UNION LOCAL 676  
POLICE DISPATCHERS**

**WHEREAS**, on January 1, 1999 a Borough of Princeton Police Dispatchers Association was created within the Teamsters Local 676; and

**WHEREAS**, the Collective Negotiations Agreement between the Borough of Princeton and Teamsters Local 676 AFL/CIO expired on December 31, 2008; and

**WHEREAS**, there is a need for the Borough of Princeton and the Borough of Princeton Police Dispatchers enter into a Collective Negotiations Agreement; and

**WHEREAS**, the parties have reviewed and as such have presented an Agreement for the period of January 1, 2009 through December 31, 2012; and

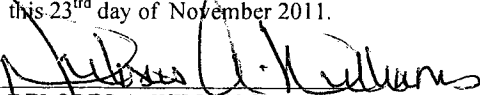
**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Princeton that the Mayor and Clerk are hereby authorized and directed to execute an Agreement with Teamsters Local 676, in the form attached hereto.

1. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.
2. An executed copy of this Agreement between the Borough and Teamsters Local 676 and a copy of this Resolution shall be on file and available for public inspection in the Office of the Borough Clerk.
3. An executed copy of this Agreement between the Borough of Princeton and the Teamsters Local 676 Princeton Borough, New Jersey and a copy of this Resolution shall be forwarded to State of New Jersey Public Employers Relations Commission.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Butler		X		X	X			
Ms. Crumiller		X			X			
Mr. Goldfarb		X	X		X			
Mr. Martindell		X				X		
Mrs. Trelstad	X							
Mr. Wilkes		X			X			
Mayor Trotman	X							

I, Delores A. Williams, Deputy Borough Clerk of the Borough of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Borough at a meeting held November 22, 2011.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Borough, this 23<sup>rd</sup> day of November 2011.

  
DELORES A. WILLIAMS  
Deputy Borough Clerk