

AGREEMENT

By and Between the

TOWNSHIP OF PRINCETON

and

PBA LOCAL 387, PRINCETON TOWNSHIP

January 1, 2008 through December 31, 2011

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**PREAMBLE**

**THIS AGREEMENT**, made this 5<sup>th</sup> day of May 2008, 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 #387** (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 Patrol Officers 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. The bargaining unit shall consist of all Patrol Officers 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/her absence, the alternative representative) shall be responsible for conducting all Association grievances under Article XVII, and if requested by individual members will assist in individual grievances. Participation by the designated representative in the formal grievance procedure under Article XVII 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 patrol officers and Sergeant's in the Bargaining Agreement shall be as follows:

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

Base pay for Sergeants shall be calculated by adding 15% to the top patrol officers' pay. The figures above reflect that calculation.

The above chart reflects the additional compensation for those members assigned to the rank of Corporal and shall be considered part of the Corporal's Base pay rate when calculating overtime, extra duty pay and longevity. Such compensation shall be paid as part of the regular paycheck.

(b) Longevity

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 SERVICE, LONGEVITY INCREMENT

Employment	Effective January 1, 2004 And continuing annually thereafter
After 5 years of service	1% of base pay
After 10 years of service	2% of base pay
After 15 years of service	3% of base pay
After 20 years of service	4% of base pay
After 24 years of service	5% of base pay

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

- (a) The normal work week for all police officers is forty (40) hours per week. The normal workday for all police officers assigned to patrol duties in the Patrol Division is twelve (12) hours per day and the Patrol Division schedule will be a 2 on/2 off - 3 on/2 off - 2 on/3 off schedule.
  
- (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 fourteen (14) normal days and be off for fourteen (14) days. The shifts shall consist of 6:00 am to 6:00 pm and 6:00 pm to 6:00 am. Each officer assigned to a 28 day cycle per year (13.04 cycles per year) of shift duty shall be entitled to one hundred ten (110) hours of compensatory time per year in order that the shift work be equivalent to that which would have been worked in a forty (40) hour work week year. In addition, officers shall be assigned forty-eight (48) hours training time to be used for training on an officer's day off. Officers shall be given an additional forty-eight (48) hours compensatory time off per year, for a total of one hundred fifty-eight (158) hours compensatory time. Officers must use one (1) twelve (12) hour compensatory day per month.

The above mentioned training days shall be utilized to permit officers to attend firearms qualifications (8 hours), CPR & First Aid (8 hours), Mercer County Training (16 hours), and in-house training, all of which will be scheduled on an officer's day off. Training time shall remain flexible and may be modified in the future.

There shall be an on-call officer assigned to each twelve (12) hour patrol shift. On-call shall be accordance with Departmental General Orders. Each officer assigned to on-call shall not receive any compensation unless called into duty.

- (c) The term "regular hourly rate" as used in this contract shall mean the quotient resulting from the division of the annual base specified salary 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 reassigned at least once. For the purposes of this section, “emergency” shall not include absences created by vacations of 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.

(1) Schooling time

Each officer assigned to the twelve (12) hour patrol schedule who attends training on a regularly scheduled work day, shall be credited for a full day's work whenever attending a training session of eight (8) hours or more in duration. On those regularly scheduled work days when an officer attends a training session for less than eight (8) hours, the officer will be required to return to work and complete his/her shift. Officers attending one (1) or two (2) week courses will not receive any additional compensation or compensatory time for attending school on their days off.

(b) Extra Duty Pay For Uniformed Officers

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

(1) 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 (2) hours extra duty pay, at the rate of one and one-half the officer's regular base rate.

(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)(a) Detectives, Juvenile Officers, Traffic Safety Officers and TAC Officers

Each employee assigned to the position and duty of Detective, Juvenile Officer, Traffic Safety Officer or TAC Officer shall receive an additional allowance of \$500.00 during the first year of such assignment, \$750.00 during the second year of such assignment, and \$1000.00 during the third year of such assignment and during each year thereafter, as such assignment continues. Such compensation shall be paid as part of the regular paycheck. This allowance shall be eliminated for employees hired January 1, 2008 and thereafter.

(3)(b) Corporals

Each employee assigned to the position and duty of Corporal shall receive an additional allowance related to such assignment as reflected at Article II, Annual Salaries, section (a), Annual Base Salary.

(4) Recall to Duty

(a) 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 which they are called in for duty shall be paid for a minimum of four (4) hours pay at one and one-half their regular base rate. Such payment, however, shall not apply to work completed under Paragraph 2 above, dealing with remaining on duty time.

(b) Employees recalled to duty prior to the commencement of their shift for the day will be paid a minimum of two (2) hours at the rate of time and one-half, if the time worked is two (2) hours or less. If the employee is recalled and works between two (2) hours and four (4) hours they will be entitled to a minimum of four (4) hours at the rate of time and one-half. Any time in excess of four (4) hours shall be paid according to the time worked at 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 thirty (30) days of the date such extra duty was worked.

(d) Departmental Schedule Changes

The Chief of Police 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 to 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 Chief of Police or other 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 thirty (30) days from the date the overtime was actually worked.

(g) Sell Back Time

Effective January 1, 2003 and continuing each year thereafter and until changed in this agreement, employees of the bargaining unit shall be entitled to “sell back” to the Township up to forty (40) hours of unused vacation or holiday time per calendar year. To receive payment the officer must submit a voucher to the Payroll Department at any time during the year. The officer shall be paid the officer’s straight time hourly rate for any time sold back to the Township.

(h) Out of Rank Assignment

When a member of the Association is assigned by the Chief of Police, in writing, in an acting capacity to perform work of a higher rank, the employee so assigned in an acting capacity shall be paid at the higher rate of pay beginning on the 91<sup>st</sup> calendar day he/she is so assigned in an acting capacity until the completion of his/her tour of duty in that higher rank.

Higher pay shall be determined by Article II (a) of the current contract, based on the particular assignment made by the Chief of Police.

## **ARTICLE V**

### **HOLIDAYS**

(a) Legal Holidays

It is recognized by both parties that the 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 one hundred four (104) hours of paid holiday time 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 twenty four (24) hours of 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 other such paid leave time in order to provide an officer with a third day of personal leave during the course of any calendar year; and provided further that personal leave in conjunction with such other paid leave may be granted by the Chief of Police for emergency purposes when other paid leave has been previously used. Personal leave shall not be unreasonably withheld from 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 AND BEREAVEMENT 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. "Immediate family" shall include husband, wife, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandmother, grandfather and grandchild. 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.

In addition to the above funeral leave, each member of the bargaining unit shall be entitled to three (3) days of bereavement leave in the event of the death of a parent, spouse or child. It is the intention that said bereavement leave be used to attend to family and personal matters concerning the death of the family member, including (but not limited to) such items as the settlement of the estate, etc., and may be used at the discretion of the employee. Said bereavement leave must be used within 180 days of the day of burial, and must be approved in advance by the Chief of Police.

## ARTICLE VII

### VACATIONS

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

<u>Service</u>	<u>Vacation Time</u>
Less than one year of service if employed before July 1 and after completing a minimum of three (3) months of continuous service	40 hours
After completion of one (1) year of continuous service	120 hours
After completion of five (5) years of continuous service	156 hours
After completion of ten (10) years of continuous service	180 hours
After completion of fifteen (15) years of continuous service	216 hours
After completion of twenty (20) years of continuous service	240 hours

It is agreed that members of the Bargaining Unit will be permitted to carry forty (40) hours 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 1<sup>st</sup> 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 #387 includes members of Princeton Township Police Department'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 not exceed 10% of the number of active members in the Princeton Township Police Department. The President of Local #387 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 members of the Bargaining Unit attending such convention. A member who fails to return to work promptly upon the 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/her absence, the designated PBA alternate delegate, shall be permitted to attend monthly state PBA meetings, not to exceed fourteen (14) per year, on a one (1) day per month basis. The parties agree to a one month carry over with PBA days not to exceed two (2) in any month.

## ARTICLE IX

### UNIFORMS - DRY CLEANING

(a) All Police Officers

Each member of the Department shall be furnished with 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 and Uniformed Officers

Each member of the Department assigned to the position and duty of detective, juvenile officer and uniformed officers will be entitled to receive an annual clothing allowance as follows:

\$1050.00 per year as of January 1, 2008

\$1050.00 per year as of January 1, 2009

\$1050.00 per year as of January 1, 2010

\$1050.00 per year as of January 1, 2011

## **ARTICLE X**

### **HOSPITAL AND MEDICAL INSURANCE**

- A. The Township will provide the following group insurance coverage including health, dental and prescription plan:
1. The Township shall provide to the members of the bargaining unit the Horizon Blue Card PPO health plan option. For in-network providers there will be a \$15.00 office visit co-pay and a \$50.00 emergency room visit co-pay. For out of network and supplemental benefits there will be a deductible of \$150.00 per individual and \$300.00 per family, and an 80/20 co-payment with the employee being liable for 20% of \$4000.00 for an individual and 20% of \$8000.00 per family and a voluntary surgical second opinion requirement for elective surgery.
  2. All newly hired police officers hired after January 1, 2001, for their one year probationary period, can only enroll in one of the Township's HMO health insurance plans at no cost to the officer. Once the officer has completed their one year probationary period and becomes a permanent employee, the officer may elect to enroll in the Blue Card PPO plan. However, said officer wishing to switch shall pay 100% of the amount, if any, by which the Blue Card PPO premium in effect at the time exceeds the premium in effect at the time for the Aetna US Healthcare HMO coverage.
  3. For any group health insurance plan provided to employees there will be a \$15.00 co-pay per office visit and a \$50.00 emergency room visit co-pay.
  4. Delta Dental Services Plan IIIA, providing full family coverage for employees and their families which will provide for U.C.R. coverage. In addition, the Township will provide the optional Delta Dental HMO which provides unlimited treatment maximums.
  5. A prescription program will be offered per the following schedule: the members will be

responsible for the following co-payments for each prescription covered by the program, with the remainder being paid by the insurance carrier.

\$10.00 co-payment for generic (bioequivalent/chemical twin) drugs

\$15.00 co-payment for non-generic drugs

\$5.00 co-payment for drugs purchased through the mail order program

6. The Township will pay to any officer who “opts out” of carrying Township provided medical insurance. The officer will be paid for 50% of the savings realized by the Township up to \$5,000.00 annually, paid twice a year in June and December.
7. 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

In order to be eligible for the following retiree medical insurance reimbursement program, an officer must retire with twenty-five (25) years of service in the PFRS, of which at least twenty (20) years of service must be with Princeton Township.

The Township will provide reimbursement payments to eligible retirees on a quarterly basis up to the amount shown in the reimbursement payment schedule below.

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<i>Type</i>	<i>2008</i>	<i>2009</i>	<i>2010</i>	<i>2011</i>
Single 65+	\$4,000/yr	\$4,500/yr	\$5,000/yr	\$5,500/yr
Single Under 65	\$6,400/yr	\$7,000/yr	\$7,600/yr	\$8,200/yr
Parent/Child(ren)	\$11,100/yr	\$12,050/yr	\$13,000/yr	\$13,950/yr
Two Adults	\$15,000/yr	\$16,300/yr	\$17,600/yr	\$18,900/yr
Family	\$15,800/yr	\$17,150/yr	\$18,500/yr	\$19,850/yr

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 billings. Included is hospital, medical, prescription drug, Medicare B and/or dental. Vision care is included if part of a health plan premium, but not a stand alone program. Failure to provide such proof within a reasonable time will result in the loss of these benefits.

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 (3) 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 retiree's responsibility to make sure he/she is enrolled in the appropriate group prior to retirement.

**ARTICLE XI**

**Unreimbursed Medical Expenses**

- 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 reimburse the members of the bargaining unit annually for said physical according to the following schedule:

2008	\$750.00
2009	\$800.00
2010	\$850.00
2011	\$900.00

If it be found that an employee need not have a complete physical examination in any one year, or the physical examination costs less than the above listed amounts, 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 and/or his/her dependents only in that year. Said payment 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 as provided by the above schedule.

- 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 and/or his/her dependents 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 AND FAMILY LEAVE**

A. 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	80 hrs. with full pay
Over 2 years	160 hrs. with full pay
Over 5 years	520 hrs. with full pay
Over 10 years	800 hrs. with full pay

Notwithstanding any other provision of this agreement, each employee shall be provided with one (1) full year of long-term sick leave with pay in the event he/she 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/she is unable, by virtue of such illness or disability, to serve in his/her 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 (1) 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 benefits under this Contract shall continue in full force and effect including, but not limited to, insurance benefits and 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) consecutive weeks, he/she 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/she 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/her long term sick leave benefit and is disabled by reason of illness or injury within a period of thirteen (13) continuous weeks, he/she shall have the benefit of any remaining long term sick benefit, but shall in no event have a renewal of said long term sick leave benefit unless and until such time as he/she 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/her major sick leave benefits shall be renewed as if there had been no interruption and the original Anniversary date of his/her 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/her police duties shall receive full salary during his/her convalescence in accordance with N.J.S.A. 40A:14-137. Any such work-connected injury convalescence time shall not be charged against his/her sick leave allowance pursuant to this article.

When an award under Worker'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/her full pay during the period of his/her convalescence.

B. Family Leave

1. All employees will be entitled to time off provided by the Federal Family and Medical Leave Act of 1993 (FMLA) and the New Jersey Family Leave Act (NJFLA).
2. Members shall be granted annual paid family sick leave according to the following

schedule:

2008 55 hrs.

2009 60 hrs.

2010 60 hrs.

2011 60 hrs.

Such leave shall be deducted from the employee's allotted annual sick leave and as defined in FMLA and NJFLA.

3. Family leave is defined as:

Self Care: Leave necessitated by the employee's own serious health condition.

Family Care: Leave for the purpose of providing care necessitated by the serious health condition of the employee's spouse, child, parent or parent-in-law.

Child Care: Leave for the purpose of providing care necessitated by the birth of a child or by the placement of a child for adoption or foster care.

## **ARTICLE XIII**

### **TERMINAL LEAVE**

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/she shall be granted terminal leave with pay, totaling sixteen (16) hours per year for each year he/she 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 two-thousand eight hundred dollars (\$2,800) in 2008; up to the sum of two-thousand eight hundred fifty dollars (\$2,850) in 2009; up to the sum of two-thousand nine hundred dollars (\$2,900) in 2010; and up to the sum of three-thousand dollars (\$3,000) in 2011 and each year thereafter for any non-reimbursed tuition and fees; also for any room, board and travel expenses, as well as any books or other course related material, 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/her 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/her employment. Such insurance includes the 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 the 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/her 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/her 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/her 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/her 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/her 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/her 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. 19:12-5.1 et. seq. 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/her 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 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 XVII**

### **TERM OF THE AGREEMENT**

This Agreement shall be effective as of the first day of January, 2008, and shall run through December 31, 2011 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, negotiations 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) Time Off Regulations - General Order #94-002 (rev.6/2/97)

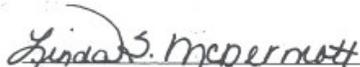
ARTICLE XX

NEGOTIATION OF MODIFICATIONS

The negotiation of modification 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 (1) 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 hereto have caused this collective bargaining agreement to be signed and attested by the proper officials and have hereunto set their hands on this 14 day of July, 2008.

Attest:

  
Linda S. McDeermott, Township Clerk

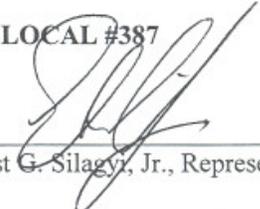
Attest:

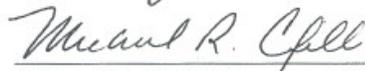
  
Diane E. Longo

TOWNSHIP OF PRINCETON

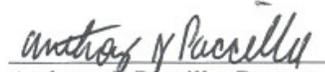
  
Phyllis L. Marchand, Mayor

PBA LOCAL #387

  
Ernest G. Silagy, Jr., Representative

  
Michael R. Cifelli, Representative

  
Marshall A. Provost, Representative

  
Anthony J. Paccillo, Representative