

**RESOLUTION #2003-R207
OF THE MAYOR AND COUNCIL OF THE BOROUGH OF PRINCETON
APPROVING THE 2001 THROUGH 2003 COLLECTIVE NEGOTIATIONS
AGREEMENT WITH THE SUPERIOR OFFICERS ASSOCIATION**

WHEREAS, on October 8, 2001 a Superior Officers' Association (SOA) was created within the New Jersey State Policemen's Benevolent Association (PBA), Inc. Local 130.

WHEREAS, there is a need for the Borough of Princeton and the New Jersey State PBA Local 130, SOA to enter into a Collective Negotiations Agreement; and

WHEREAS, the parties entered into binding arbitration and as such an award was made on March 3, 2003 for the period of January 1, 2001 through December 31, 2003.

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 PBA Local 130, SOA substantially 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 PBA Local 130 SOA and a copy of this Resolution shall be on file and available for public inspection in the Office of the Borough Clerk.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Trotman		X	X		X			
Mrs. Benchley	X							
Mr. Goldfarb		X			X			
Mrs. Karcher		X			X			
Mr. Martindell	X							
Mr. O'Neill		X		X	X			
Mayor Reed		X						

I, Andrea L. Quinty, 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 July 1, 2003.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Borough, this 2nd day of July 2003.


ANDREA L. QUINTY
Borough Clerk

2001 - 2003

AGREEMENT

BETWEEN

THE BOROUGH OF PRINCETON

AND

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION, INC., LOCAL 130, SUPERIOR OFFICERS'
ASSOCIATION**

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Preamble

THIS AGREEMENT, made this 1st day of July, 2003, by and between:

The Borough of Princeton, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as the "Employer", and New Jersey State Policemen's Benevolent Association, Inc., Local No. 130, Superiors, Princeton Borough Police, New Jersey, hereinafter referred to as the "Association".

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of the Captain & Lieutenants of the said Police Department of the Borough of Princeton.

NOW, THEREFORE, in consideration of these premises and mutual agreements herein contained it is AGREED:

Article I Recognition and Scope of Agreement

Section 1.01

The Employer recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all of its employees in the classification of Princeton Borough Captain and Lieutenants.

Section 1.02

The bargaining unit shall consist of all Captain and Lieutenant positions in the Police Department of the Borough of Princeton, Mercer County, New Jersey.

Section 1.03

This Agreement shall be binding upon the parties hereto and their successors.

Section 1.04

The Management of the Police Department and the direction of the employees covered by this Agreement are recognized to reside in the Mayor and Borough Council and in the Officers in the chain of command of the Department, as provided by law, ordinance or regulation. This includes, but is not limited to, the right to hire, promote, assign, transfer, schedule, relieve from duty, demote for cause, suspend for cause, discharge for cause or any other proper and legitimate action necessary to assure the proper functioning of the Borough Police Department. Nothing herein shall be deemed to supersede or alter disciplinary procedures established by law or ordinance or by regulation pursuant to law.

Article II
Collective Bargaining Procedure

Section 2.01

Collective negotiations with respect to terms and conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties so long as the Association shall continue to be the exclusive representative of the bargaining unit.

Section 2.02

Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party, and subject to approval of the Chief of Police, with respect to duty schedules. Employees of the Employer who are designated by the Association to participate in collective negotiation meetings called for the purpose of negotiating this Agreement and succeeding years will be excused from their work assignments with no loss of pay so long as the Association shall continue to be the exclusive representative of the bargaining unit.

Article III
Conducting Association Business on Employer's Time

Section 3.01

The Association President or his / her authorized representative shall be granted a reasonable amount of time during his / her regular working hours without loss of pay to present, discuss and adjust grievances in accordance with Article XII. The Association President or authorized representative shall not leave work without first obtaining the permission of the Chief of Police, which permission shall not be unreasonably withheld.

Article IV
Equal Treatment

Section 4.01

The Employer agrees that there shall be no discrimination or favoritism for any reason of sex, age, nationality, race, religion, political affiliation, gender, sexual orientation, Association membership or lawful Association activities.

Article V
Hours of Employment and Compensation for Extra Hours

Section 5.01

The normal work week for all Superior Officers shall average forty (40) hours per week.

Section 5.02

A. Private Employment Pay for Extra Work

All Superior Officers in the bargaining unit shall be compensated for services provided when normally off duty to individuals, groups, clubs, institutions and others for which payment is made to the Borough by those receiving the service, and which service the Borough is not expected or obligated to provide as a normal police function. Services under this section shall be defined as limited to those circumstances that call for the presence of an Administrative Officer, the need for which shall be determined by the Chief of Police.

Employees in the bargaining unit shall be compensated for this extra work at the overtime rate for the individual Superior Officer performing the work.

B. Overtime & Stand-By Stipend

Effective January 1, 2001 and retroactive to that date, Superior Officers shall receive a stipend to cover all overtime hours and all stand-by hours. The stipend shall be an annual amount of \$2,500 effective January 1, 2001, \$3,500 effective January 1, 2002 and \$4,500 effective January 1, 2003. This stipend will be paid on a pro-rata basis in the normal paycheck.

Article VI
Wages

Section 6.01

The annual base salary payable to the Superior Officers of the Police Department for normal hours of employment shall be as set forth below, and shall be retroactive to January 1, 2001.

	01/01/01	01/01/02	07/01/02	01/01/03	07/01/03
	<u>4.5%</u>	<u>2.5%</u>	<u>2.5%</u>	<u>2.5%</u>	<u>2.5%</u>
Entry Lieutenant*	\$ 88,015	\$ 90,247	\$ 92,534	\$ 94,879	\$ 97,282
Lieutenant	\$ 89,265	\$ 91,497	\$ 93,784	\$ 96,129	\$ 98,532
Entry Captain*	\$ 95,379	\$ 97,795	\$100,271	\$102,809	\$105,410
Captain	\$ 96,629	\$ 99,045	\$101,521	\$104,059	\$106,660

*For newly appointed officers appointed to this rank after the date of this contract. Newly appointed officers shall serve in the entry rate for twelve months before moving to the top rate.

Article VII
Holidays & Sick Time

Section 7.01

Each employee shall be entitled to one hundred four (104) paid hours of holiday time annually. Employees may elect to be paid for up to sixty (60) hours of holiday time per year. Employees shall be paid for unused holidays, not carried over, no later than the first 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.

Any unanticipated holiday time granted to all Borough employees during the contract period will also be given to the Superior Officers Unit.

Subject to the first paragraph of this Article, if an employee shall fail to take any holiday time off 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 time so waived or to payment thereof; provided, however, that if any holiday time shall have been accumulated for a special reason, then with the approval of the Chief of Police, such specially accumulated holiday time off need not be taken in kind, and instead, the employee may be paid thereafter on a straight time basis.

If the Chief of Police shall fail, by December 1st, to specify and schedule when holiday time off shall be taken, the employee shall be paid on a straight time basis for the holiday time off not so specified and scheduled. The Department shall view each holiday time off request in light of current manpower needs. Current manpower needs shall reflect special details, stakeouts and other events / Police activities that require Police personnel. Once holiday time off is granted, that holiday time off will be honored unless an emergency situation arises.

To ensure minimum manpower requirements, a system of mandatory hold over and call back will be used.

Section 7.02

All members are entitled to unlimited sick days to be utilized for family emergencies. The family member must be a household member.

An employee shall be granted eight (8) hours of holiday time for every four (4) months he / she does not utilize any sick time.

Article VIII
Funeral Leave

Section 8.01

All members of the Association will be allowed the following time off:

- A. In the case of death of father, mother, grandfather, grandmother, spouse, son, daughter, stepchild, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law, up to a maximum of four (4) working days. One day may be used within a three (3) month period to conduct any type of business pertaining to the deceased.
- B. In the case of death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousins of the first degree, niece or nephew of a Superior Officer's spouse, grandparents, aunt or uncle of a Superior Officer's spouse, up to a maximum of two (2) working days, provided the employee attends the funeral. One day may be used within a three (3) month period to conduct any type of business pertaining to the deceased.

Section 8.02

It is to be fully understood, however, that before absenting themselves, employees must notify the Chief of Police of their intended absence stating specifically the relationship between the deceased and themselves, and the days on which they will be absent. The party returning to duty shall furnish the Chief with a written statement of death.

Article IX
Vacations

Section 9.01

Each employee shall be entitled to vacation time as follows:

A. Amounts of Vacation Time

- | | |
|---|-----------|
| 1. Upon completion of three or more months, but less than six months of continuous service | 40 hours |
| 2. Upon completion of more than six months, but less than one year of continuous service an additional | 40 hours |
| 3. Upon completion of one or more, but less than five years of continuous service on July 1 st | 96 hours |
| 4. Upon completion of five or more, but less than eight years of continuous service on anniversary year of joining the Department | 112 hours |
| 5. Upon completion of eight or more, but less than fourteen years of continuous service on anniversary year of joining the Department | 168 hours |

- | | |
|--|-----------|
| 6. Upon completion of fourteen or more, but less than eighteen years of continuous service on anniversary year of joining the Department | 200 hours |
| 7. Upon completion of eighteen or more, but less than twenty-two years of continuous service on anniversary year of joining the Department | 224 hours |
| 8. Upon completion of twenty-two or more years of continuous service on anniversary year of joining the Department | 240 hours |

B. Vacation Schedules

Vacations shall be scheduled according to the following:

1. Each employee entitled to more than one hundred twelve (112) hours vacation time shall select a vacation period of at least eighty-four (84) but not more than one hundred thirty-two (132) consecutive work hours.
 - (a.) Each employee entitled to one hundred twelve (112) or less vacation hours according to section 1. hereinabove, shall be permitted to schedule their allowed vacation time in one (1) block of time or two (2) blocks of time, neither of which can be shorter than thirty-six (36) hours.
 - (b.) It is understood that rank and seniority, in that order, shall govern in the selection of the employee who shall be entitled to take the vacation time as requested.
2. Following a reasonable time for the selection of vacation time by all employees under section 1. hereinabove, an employee entitled to vacation in excess of one hundred twelve (112) hours shall be permitted to schedule their vacation time as follows:
 - (a.) Employees entitled to more than one hundred twelve (112) hours but less than two hundred (200) vacation hours shall be permitted to take the balance of their vacation time, described under section 1. hereinabove, as an additional vacation period of consecutive work hours.
 - (b.) Employees entitled to two hundred (200) or more vacation hours shall be permitted to take the balance of the vacation days in one (1) or two (2) additional vacation periods in addition to the vacation time provided for in section 1. hereinabove. If the employee selects one (1) vacation period, then the remaining vacation shall be in consecutive hours off. If the employee selects two (2) vacation additional periods, these vacation periods shall be taken in no less than thirty-six (36) or more than eighty-four (84) consecutive work hours.

- (1.) If an employee entitled to two hundred (200) or more vacation hours decides to divide his / her remaining vacation into two (2) additional periods, the second period shall be selected by rank and seniority as in section b.1.(b.) hereinabove.
- (2.) Following a reasonable time, employees deciding to divide their remaining vacation into two (2) periods shall be permitted to select their remaining vacation by rank and seniority.
- (3.) To provide for the orderly scheduling of vacations during a calendar year pursuant to Sections 1, 2 and 3, hereinabove, the Chief of Police shall post vacation schedule sign-up sheets. After the sign-up sheets have been posted for a reasonable period of time and the employees have been given an opportunity to sign up for their requested vacation time, the parties agree that it shall be the responsibility of the Chief of Police to implement the above criteria for the selection of vacation. The parties further agree that in an emergency (such as, but not limited to civil disturbance or disaster) that the needs of the Department are paramount.

Article X
Longevity Pay and Uniform Allowance

Section 10.01

The annual salary for each Superior Officer shall be increased by the following steps:

Longevity

After 5 years of continuous service	\$ 550.00
After 8 years of continuous service	\$1,200.00
After 10 years of continuous service	\$1,700.00
After 15 years of continuous service	\$2,000.00
After 20 years of continuous service	\$2,500.00
After 24 years of continuous service	\$3,000.00

In no event shall the increments of this paragraph on account of longevity exceed the amount of \$3,000.00. Longevity increments shall take effect upon the anniversary of employment and shall be retroactive to January 1, 2001.

Section 10.02

Each employee covered by this Agreement shall be furnished as needed the standard police uniform including standard badge, gun and ammunition. In addition, the cost of dry cleaning the uniforms (excluding short-sleeve shirts) will be borne by the Borough. The employer shall pay for the cost of dry cleaning the shirts of any employee required to wear a shirt which requires dry cleaning for its proper maintenance.

Article XI
Hospital and Medical Insurance

Section 11.01

- A. The Borough will provide to the employee and eligible dependents the following Health Benefit Plans as described in the plan document administered by Insurance Design Administrators (IDA), as that plan document existed as of January 1, 2000. Employees may at their option enroll instead in such Health Maintenance Organization (HMO) programs as the Borough may provide; provided that the level of benefits through such HMO is equal to or better than the benefits in effect for HMO coverage provided for the Borough on January 1, 2000.
1. The Choice Plan – PPO (Preferred Provider Organization utilizing the Beech Street Health Plan Network). If in-network providers are used, there is a \$10.00 co-payment. If out-of-network providers are used, there will be a \$200.00 annual deductible for individual coverage and a \$375.00 annual deductible for family coverage. In addition, there is a 20% co-insurance payment required from the employee or dependent for the use of out-of-network providers.
 2. HMO Programs
 - (a.) The Select HMO - (with MediChoice Network) as described in the plan document, effective January 1, 2000, administered by IDA. There will be no deductible, no co-insurance, but a \$10.00 co-payment per visit.
 - (b.) Aetna U.S. Healthcare – There will be no deductible, no co-insurance, but a \$10.00 co-payment per visit.
 - (c.) Horizon Blue Cross / Blue Shield of New Jersey – There will be no deductible, no co-insurance, but a \$5.00 co-payment per visit.
- B. In addition to the foregoing, the Employer will maintain a partial self-insured prescription purchase plan administered by IDA, wherein the employee shall not be responsible for any co-payments for generic prescriptions and the first ten dollars (\$10.00) for name brand prescriptions; except that there will be no co-payment for prescriptions obtained through the mail order procedure provided by the plan. Any Officer whose prescription has a duration of longer than six (6) consecutive months, will be required to use the mail order procedure provided by the plan.
- C. The Employer will provide the same level of benefits in a dental plan, administered by IDA, as described in the Borough of Princeton’s Employee Health Care Plan Booklet dated May 1994. As that plan exists, it includes the following level of benefits, with co-payment based upon the usual customary and reasonable (“UCR”) fee concept:

Preventive & Diagnostic	100%
Remaining Basic Benefits	80 / 20
Crowns, Inlays and Gold Restorations	50 / 50
Prosthodontics Benefits	50 / 50
Orthodontic Benefits (Child Only)	50 / 50
Maximum payable for an eligible patient, Excluding orthodontic benefits	\$1,000.00
Orthodontic benefits subject to separate \$1,000.00 maximum per case	

- D. The Borough will provide an eye care reimbursement program for the employee and / or their dependents which provides for the employee to receive two hundred fifty (\$250.00) dollars maximum reimbursement per year during the period of this contract toward the cost of eye examinations and / or the purchase of a pair or regular prescription eyeglasses, bifocal prescription eyeglasses or contact lenses. The employee must file paid receipts and a completed and signed voucher for the eye examination, eyeglasses or contact lenses with the Chief of Police prior to receiving reimbursement provided for the hereinabove.
- E. The Borough reserves the right to replace any and all health insurance coverage with other insurance so long as the same or better benefits are provided and the Association agrees to such changes.
- F. 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 sum of seven hundred fifty dollars (\$750.00) per year for individual coverage and one thousand five hundred dollars (\$1,500.00) for family coverage. Such payment is to be made no later than the first pay period in December of each year that the member obtains the health coverage through his / her spouse.

Section 11.02 Retiree Medical Coverage

Employees who retire from the Borough who have twenty-five (25) years of credited service in the Police and Firemen's Retirement System , will be provided with the Medical Insurance Plan benefits as set forth in Section 11.01 herein for themselves and eligible dependents who are covered by the Plan at time of retirement, until the death of retiree at which time spouse is eligible to purchase health benefits under COBRA.

Employees who retire from the Borough who have twenty-five (25) years of credited service in the Police and Firemen's System shall be provided with a prescription plan. Retirees will be responsible for co-payments of ten dollars (\$10.00) for generic prescriptions and twenty dollars (\$20.00) for name brand prescriptions.

Coverage is limited to the same persons who are covered at time of retirement, and only to the extent that the retiree and those same dependents are eligible under the rules of the plan for the type of coverage in effect at time of retirement.

Furthermore, 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 other coverage and at its termination.

The retiree covered by this Agreement shall be entitled if he / she so chooses and at his / her expense and not at the expense of the Employer to enroll the participant in the then current Employer major medical plan at the Employer's group rate for the Choice Plan - PPO.

A retired employee and spouse 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 card(s), must be submitted to the Borough in order to remain enrolled in any of the Borough's health benefit plans. 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.

Article XII **Grievance Procedure**

Section 12.01

- A. The purpose of this procedure, is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- C.
 1. With regard to employees, the term "grievance" as used herein, means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements and administrative decisions affecting them. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
 2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application,

or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or ordinance or general orders or special orders or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

Step 1

An individual employee may take up his / her grievance or dispute with the Chief of Police within fifteen (15) days after the date of the occurrence or within ten (10) days after its becoming known. The Chief of Police shall attempt to adjust the matter and shall respond to the individual employee or the employee's representative within five (5) working days thereafter. If the grievance or dispute is not taken up at this step within fifteen (15) days of its occurrence or within ten (10) days after its becoming known, it shall be deemed abandoned.

Step 2

If the grievance has not been settled, it may be presented, in writing, by the Association or the individual to the Public Safety Committee within ten (10) days after the ruling of the Chief of Police. The Public Safety Committee shall respond to the individual or Association, in writing, within fourteen (14) days after submission. If the grievance or dispute is not taken up at this step within ten (10) days after the ruling of the Chief of Police, it shall be deemed abandoned.

Step 3

If the grievance has not been settled, it may be presented in writing by the Association or the individual to the Princeton Borough Council within fifteen (15) days after the ruling of the Public Safety Committee. The Borough Council shall respond to the individual or Association, in writing, within fourteen (14) days after submission. If the grievance or dispute is not taken up at this step within fifteen (15) days after the ruling of the Public Safety Committee, it shall be deemed abandoned.

Step 4

If the grievance is not settled through Steps One, Two and Three, either party shall have the right within fifteen (15) work days to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to, the presentation of witnesses shall be paid by the parties incurring the same.

- D. 1. The parties direct the arbitrator to decide, as to preliminary questions, whether he / she has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him / her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding on the parties. The arbitrator shall be requested to issue his / her decision within thirty (30) days after the conclusion of testimony and argument.

Article XIII **In – Service Training**

Section 13.01

- A. The cost of all Police training courses, seminars and conferences authorized by the Chief of Police shall be borne by the Borough.
- B. Effective January 1, 2001, the Borough of Princeton will reimburse employees up to the sum two thousand dollars (\$2,000.00) per calendar year for tuition expenses and the cost of books, provided a grade of C or better is obtained by any Superior Officer who continues his / her education and to provide for Police training courses, seminars and conferences that may be attended while the employee is off duty. It is further agreed that requests to attend cannot be denied if the course is Police / job related. Effective January 1, 2002 and January 1, 2003, the reimbursement for tuition and book expenses will be two thousand two hundred fifty dollars (\$2,250.00) and two thousand seven hundred fifty dollars (\$2,750.00), respectively.
- C. In cases where an employee, during the contract years, attends an authorized school, course or training session within a radius of fifty (50) miles of Borough Police Headquarters, and where such school, course or session is of at least one week's duration and includes the furnishing of sleeping quarters to persons in attendance, the Borough shall furnish the employee transportation for two round trips per week between Police Headquarters and the location of the school, course or session. Such transportation may be furnished in kind or by cash compensation, and if by cash, the compensation shall be computed at the rate of twenty-five cents (\$.25) per mile for the most direct route. Transportation or compensation shall be so furnished only for trips actually made by the employee.

Article XIV **Indemnification**

Section 14.01

Employer shall keep in full force and effect a policy of liability insurance coverage covering each and every member and a false arrest policy in the sum of \$1,400,000.00 also covering each

and every member. In addition, the Borough recognizes its obligations to indemnify Officers and provide them with appropriate insurance protection as provided by applicable State statutes.

Article XV
Legal Defense

Section 15.01

Whenever an employee is a defendant in any action or legal proceeding arising out of or incidental to the performance of his / her duties, the Employer shall provide said employee with necessary means for defense of such action or proceeding, but not for his / her defense in a disciplinary proceeding instituted against the employee by the Employer or in a criminal proceeding instituted as a result of a complaint on behalf of the Employer. If any such disciplinary or criminal proceedings instituted by or on complaint of the Employer shall be dismissed or finally determined in favor of the employee, the employee shall be reimbursed for the expense of his defense.

No record of any unfounded or dismissed complaint will be kept in personnel files.

Article XVI
Property Loss

Section 16.01

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

Article XVII
Terminal Leave and Retirement

Section 17.01

A. Terminal Leave

Each employee in the bargaining unit shall be entitled to three hundred (300) hours of terminal leave with pay upon his / her retirement from service in the Police Department who have twenty-five (25) years of credited service in the Police and Firemen's Pension System and twelve (12) additional hours for each year thereafter to a maximum of three hundred sixty (360) hours of terminal leave. Payment for terminal leave shall be made upon permanent separation from 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.

B. Retirement

For full time employees retiring who have twenty-five (25) years of credited service in the Police and Firemen's Retirement System , unused vacation and holiday time shall be allocated as follows:

1. An employee shall be entitled to pro-ration of vacation and holiday pay during the last calendar year in which the employee is physically present and working, as follows:
 - (a.) If termination of actual work takes place before March 31, the employee shall be entitled to one-half ($\frac{1}{2}$) of that calendar year's unused vacation and holiday pay.
 - (b.) If termination of actual work takes place between April 1 and July 1, the employee shall be entitled to three-quarters ($\frac{3}{4}$) of that calendar year's unused vacation and holiday pay.
 - (c.) If termination of actual work takes place after July 1, the employee shall be entitled to all of that calendar year's unused vacation and holiday pay.

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

For purposes of this Agreement, retirement date shall mean the effective retirement date submitted to and approved by the N.J. State Division of Pensions for the purpose of determining the commencement of special, ordinary and disability retirement, as referred to by the N.J. Division of Pensions, benefits under the N.J. Police and Fireman's Pension Act.

Article XVIII **Clothing Allowance**

Section 18.01

Effective January 1, 2001, January 1, 2002 and January 1, 2003, and retroactive to that date, the Superior Officer's clothing allowance will be at the rate of one thousand one hundred (\$1,100.00), one thousand two hundred (\$1,200.00) and one thousand three hundred (\$1,300.00), respectively. Payment will be made in January for all Superior Officer's in that position for at least six (6) months. All others in that position will be paid when they complete six (6) months.

Section 18.02

The cost of dry cleaning clothing worn by Superior Officer's will be borne by the Borough.

Article XIX
Conventions

Section 19.01

- A. The Employer agrees to grant the necessary time off to the members of the Association selected as delegates to attend any State or National convention or meeting of such organization provided under N.J.S.A. 11:26C-4 and N.J.S.A. 40A:14-177. The Association President shall notify in writing to the Chief of Police which members have been appointed as delegates, names of the Officers of the Association and any changes in the list of Officers. The State delegate and alternate State delegate shall not both be from the Princeton Borough Police Department.
- B. The Employer agrees that the P.B.A. State delegate from P.B.A. Local #130, Superiors shall have the right to exchange shifts with another unit member if such exchange is necessary in order for said delegate to attend any monthly meeting of P.B.A. State delegate; provided, however:
- (1.) Such exchanges shall not involve any Officer scheduled for court time;
 - (2.) The Officer with whom the delegate exchanges shifts must actually work said shift;
 - (3.) The delegate shall provide seventy-two (72) hours notice to the Chief of Police, such notice including shifts to be exchanged and the name of the Office with whom the delegate is exchanging shifts; and
 - (4.) The P.B.A. shall provide the Chief with a schedule of the monthly State delegates' meetings as soon as it is aware of such schedule.

Section 19.02

One member will be given up to three (3) days to attend the NJSPBA Annual Collective Bargaining Seminar.

Article XX
Miscellaneous

Section 20.01

The Employer agrees that all patrol cars purchased after the effective date of this Agreement shall include the safety feature of a separating cage between the front and back seats.

Section 20.02

If the State of New Jersey adopts a law which changes the definition which currently is referred to as special retirement under the Police and Fire Retirement System statute, the parties agree to

negotiate on the following Articles and Sections: Article XI, Section 11.02, Article XVII, Section 17.01 a and b; the negotiations regarding the Articles and Sections in Section 20.02 shall be restricted to the length of service only.

Section 20.03 Special Olympics

The Employer agrees to grant up to a total of four (4) days off per year to the negotiations unit to permit Officers to provide services to the Special Olympics, subject to the approval of the Chief of Police, based on the reasonable scheduling needs of the Department. The Superior Officers who provide services to the Special Olympics under this provision shall be excused from their normal work assignments with no loss of pay, provided they have notified the Chief of Police and received approval, as set forth above.

Section 20.04 Physical Fitness Testing

The Employer requires that each employee pass a physical fitness test twice in each calendar year, unless an employee is medically excused from some or all of the tests. Any employee who achieves a test score of ninety (90%) percent or better on both tests during a calendar year will be paid in year 2001 one hundred twenty-five \$125.00 dollars per test, in year 2002 one hundred fifty dollars (\$150.00) per test and in year 2003 one hundred seventy five dollars (\$175.00) per test bonus in a lump sum no later than the first pay period in December in the year in which the tests are taken. The Chief of Police will issue a memo that he will not change the criteria for these tests.

Article XXI **Personal Days**

Section 21.01

All employees of the Association shall be entitled to twenty-four (24) hours personal time off annually with pay. Personal leave shall be scheduled forty-eight (48) hours in advance, except in an emergency, by requesting the time at the employee's choice in half day or full day increments and be approved by the Chief of Police, said approval not to be unreasonably withheld as long as adequate manpower is available. Personal leave shall not be used for vacations and is not accumulative nor will payment be made for unused personal leave upon retirement, separation or resignation.

Article XXII **Term**

Section 22.01

This agreement shall be effective as of the 1st day of January 2001 and shall remain in full force and effect until midnight, December 31, 2003, except as otherwise expressly provided herein. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty

(30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

ATTEST:



Andrea L. Quinty

MAYOR AND COUNCIL OF THE
BOROUGH OF PRINCETON



Marvin R. Reed, Mayor

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
LOCAL NO. 130, SUPERIORS
PRINCETON BOROUGH POLICE,
NEW JERSEY

ATTEST:


