

AGREEMENT
BETWEEN
BOROUGH OF PRINCETON
AND
NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION, INC., LOCAL 130
PRINCETON BOROUGH POLICE, NEW JERSEY

JANUARY 1, 1996 THROUGH DECEMBER 31, 1998

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PREAMBLE

THIS AGREEMENT, made this _____ day of _____, 1997, 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, 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 patrol officers and sergeants 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 patrol officers and sergeants.

Section 1.02

The bargaining unit shall consist of all patrol officers and

sergeants of 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 or in his/her absence the Captain or Lieutenant, 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, or in the Chief's absence, the Captain or Lieutenant, 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, Association membership or lawful Association activities.

ARTICLE V
HOURS OF EMPLOYMENT AND COMPENSATION FOR EXTRA HOURS

Section 5.01

a. The normal work week for all police officers shall average forty (40) hours per week. The normal work day for all detectives shall be eight (8) hours per day; the normal work day for patrol officers shall be eight and one half (8½) hours per day. Hours worked during the normal work day shall be paid at the straight time rate.

b. For police officers assigned to shift duty, the normal working hours shall consist of an eighteen (18) day duty cycle, during which the officer assigned to shift duty shall work twelve (12) normal working days and be off duty for six (6) days.

c. Any employee whose schedule is changed shall receive at

least 48 hours notice before said change is implemented. Failure to provide such notice will result in the employee receiving compensation at the employee's time and one half rate for all hours worked which were not a part of his or her previous schedule which were worked within the notice period.

Exclusions to this 48 hours requirement are detectives and officers whose schedules are changed to perform background checks on new hires. Communications' specialists may have their schedules changed by up to two (2) hours on either end of their assigned shift without the 48 hour notice requirement.

Section 5.02

a. Private Employment Pay for Extra Work

All employees in the bargaining unit shall be compensated for services provided when normally off duty to individuals, groups, clubs, institutions, and other for which payment is made to the Borough by those receiving the service (not including service under Section 5.02 c), and which service the Borough is not expected or obligated to provide as a normal police function (e.g., private employed traffic duty or security at private parties, school athletic and social events and club dances).

All employees in the bargaining unit shall be compensated for this extra work performed at the rate of \$30.00 per hour through February, 1997.

Effective March 1, 1997, the rate officers will be paid for such work will increase to \$35.00 per hour; or, when appropriate,

the officers overtime rate if more than \$35.00 per hour for construction traffic duty and other work, where such rate can be charged. It is understood that payment for such work is based on the rate charged by the Borough to the entity receiving the services.

b. Overtime Pay

Police officers who incur additional duty beyond the normal hours of employment shall be compensated for such additional duty by overtime pay, except as otherwise provided in this agreement as to private employment.

c. Overtime Pay Defined

As used in the Agreement, "overtime pay" means pay calculated at an hourly rate equal to one and one-half (1½) times the employee's regular hourly rate (including base salary, longevity, allowances for juvenile officers, detective assignments, and shift differential).

d. Compensation Payment

The compensation due for overtime and extra work pay as defined hereinabove for duty performed after the date of execution of this contract shall be paid not later than the second pay period following the pay period in which the overtime compensation report was recorded in the Borough Payroll Office.

e. Staff Meetings

Princeton Borough Police Sergeants shall meet with the Princeton Borough Police Chief or a designated representative in the chain of command from time to time for departmental staff meetings. These staff meetings shall be held at reasonable intervals or whenever in the discretion of the Chief there exists a need for such a meeting. Sergeants will be paid at their time and a half (1½) rate.

f. Departmental Meetings

The employer shall have the right at its discretion to hold two departmental meetings during each year of this Agreement. Said meetings shall be upon seven (7) days written notice. All members attending who are not otherwise on duty, shall be compensated at time and one half (1½) their regular hourly rate including base salary, longevity, allowances for juvenile officers, detective assignments, and shift differential. Members who are on duty at the time of said meetings and who are given permission by the Chief of Police, or in his/her absence, the Captain or Lieutenant, to attend said meetings and who do attend said meetings shall be entitled to no additional compensation above that of their normal shift.

g. Call Back, Training Time, and Firearms Qualifications

Employees called back to work shall be guaranteed a minimum of

two (2) hours pay at the rate of time and one-half (1½) on regularly scheduled workdays; or four (4) hours pay at the rate of time and one-half (1½) 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. Each police officer assigned to shift duty may be scheduled to attend up to eight and one-half (8½) hours of training without additional compensation.

Effective in 1998, all officers and sergeants will receive a One Hundred (\$100.00) Dollar stipend, paid in a lump sum no later than the first pay period in December of each year for training. This stipend is in addition to any overtime or other compensation which officers not assigned to shift duty receive when required training takes place outside their normal work schedule.

ARTICLE VI

WAGES

Section 6.01

a. The annual base salary payable to the members of the police department for normal hours of employment shall be as set forth in Appendix A attached, and shall be retroactive as appropriate.

b. Shift Differential

A shift differential of \$800.00 shall be paid to all officers, except Juvenile Officers and Detective assignments. Said differential is in recognition of said officers being subject to

varying shift assignments and rotation. Payments of said differential shall be folded in and paid along with regular payroll.

Section 6.02 Juvenile Officer and Detective Assignments

Effective January 1, 1996 and retroactive to that date, those employees assigned to the duties of Detective or Juvenile Officer by the Chief of Police shall receive a guaranteed annual allowance at the rate of \$1500.00 per year for as long as such assignment continues. Said Juvenile Officer and Detective assigned employees shall be paid for all overtime work at said employee's overtime rate.

Section 6.03 Acting Patrol Sergeant Pay

When the patrol sergeant is absent from duty, the Chief of Police shall designate a patrol officer to serve in the capacity of acting patrol sergeant. The patrol officer so designated shall carry out the duties and responsibilities of sergeant. During the first three consecutive work days of each such assignment, the acting patrol sergeant will be paid at his/her patrol officer's rate of pay. Effective January 1, 1997, and retroactive to that date, if the number of consecutive work days in each such assignment continues beyond three (3), or if the total number of days in a calendar year that an individual patrol officer has worked as an acting patrol sergeant exceeds fifteen (15), the acting patrol sergeant's base rate of pay will be that of

sergeant's annual base salary as provided for in Section 6.01 hereinabove for all remaining consecutive work days, and/or all days in excess of fifteen (15) in each calendar year in which the officer works as the acting patrol sergeant.

ARTICLE VII

HOLIDAYS

Section 7.01

Each employee shall be entitled to thirteen (13) paid holidays annually. Effective in 1997, employees may elect to be paid for up to three (3) holidays per year; or to carry over up to three (3) holidays per year into the next calendar year as specified and scheduled by the Chief of Police. A holiday shall equal the number of hours in the officers' normal work day, Employees shall be paid for unused holidays, not carried over, no later than the first pay period in December of each year.

Any unanticipated holidays granted to all Borough employees during the contract period will also be given to the PBA unit.

Subject to the first paragraph of this Article, if an employee shall fail to take any holiday days 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 holidays so waived or to payment thereof; provided, however, that if any holidays shall have been accumulated for a special reason, then, with the approval of the Chief of Police, such specially accumulated holidays 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 any holidays shall be taken, the employee shall be paid on a straight time basis for the holidays not so specified and scheduled. The Department shall view each holiday 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 a holiday is granted, that holiday 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.

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, from the day of death until the day of burial, inclusive, up to a maximum of four (4) days.

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 an officer's spouse, grandparents and aunt or uncle of

an officer's spouse, the day of burial and either the day immediately before or after the day of burial, provided the employee attends the funeral.

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 a written statement of the 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 5 days
2. Upon completion of more than six months,
but less than one year of continuous service
an additional 5 days
3. Upon completion of one or more,
but less than five years of continuous
service on July 1st 12 days
4. Upon completion of five or more,
but less than eight years of continuous
service on anniversary year of joining the
department 14 days
5. Upon completion of eight or more,
but less than fourteen years of continuous

- | | |
|---|---------|
| service on anniversary year of joining the department | 21 days |
| 6. Upon completion of fourteen or more but less than eighteen years of continuous service on anniversary year of joining the department | 25 days |
| 7. Upon completion of eighteen or more years but less than twenty-two years of continuous service on anniversary year of joining the department | 28 days |
| 8. Upon completion of twenty-two or more years of continuous service on anniversary year of joining the department | 30 days |

b. Vacation Schedules

Vacations shall be scheduled according to the following:

1. Each employee entitled to more than fourteen vacation days shall select a vacation period of at least twelve (12) but not more than sixteen (16) consecutive work days.

- (a) Each employee entitled to fourteen (14) or less vacation days according to section (a) hereinabove, shall be permitted to schedule their allowed number of vacation days in one block of time or two blocks of time, neither of which can be shorter than four (4) days. 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 days by all employees under section (1) hereinabove, an employee entitled to vacation in excess of fourteen (14) days shall be permitted to schedule their vacation time as follows:

It is understood that rank and seniority, in that order, shall govern in the selection of the employee who shall be entitled to take vacation time as requested.

(a) Employees entitled to more than fourteen (14) but less than twenty-five (25) vacation days shall be permitted to take the balance of their vacation time, described under section (1) hereinabove, an additional vacation period of consecutive work day.

(b) Employees entitled to twenty-five (25) or more vacation days shall be permitted to take the balance of the vacation days in one or two additional vacation periods in addition to the vacation time provided for in section (1) hereinabove. If the employee selects one vacation period, then the remaining vacation shall be in consecutive days off. If the employee selects two (2) vacation additional periods, these vacation periods shall be taken in no less than five (5) or more than ten (10) consecutive work days.

- (1) If an employee entitled to twenty-five (25) or more vacation days decides to divide his or her remaining vacation into two additional periods, the second period shall be selected by rank and seniority as in section (a) hereinabove.
- (2) Following a reasonable time, employees deciding to divide their remaining vacation into two 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 Section 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

Effective January 1, 1996, and retroactive to that date, the annual salary for each police officer shall be increased, for merit, by the following steps:

Longevity

| | |
|--------------------------------------|------------|
| After 8 years of continuous service | \$ 550.00 |
| After 10 years of continuous service | \$ 900.00 |
| After 15 years of continuous service | \$1,200.00 |
| After 20 years of continuous service | \$1,700.00 |
| After 24 years of continuous service | \$1,850.00 |

In no event shall the increments of this paragraph on account of longevity exceed the amount of \$1,850.00 annually. Longevity increments shall take effect upon the anniversary of employment.

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 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 employer will provide to the employee and eligible dependents the same level of coverage as provided by the Blue Cross/Blue Shield 14/20 medical insurance plan, including hospitalization, medical insurance, major medical insurance, a Rider for emergency medical care and a Rider for Four (\$400) Hundred Dollar laboratory and x-ray work. This coverage will be provided through a partial self-insured Medical Insurance Plan developed by Benefit Pathfinders Associates, (hereinafter referred to as "Benefit Pathfinders") of Lawrenceville, New Jersey; which plan shall be administered by Insurance Design Administrator (I.D.A.).

Effective April 1, 1997, the medical insurance plan shall include co-payments and/or deductibles to be paid by the employees based upon the particular provider from whom they receive coverage

as follows:

(1) I.D.A.: The annual deductible will be two hundred (\$200.00) for employee only coverage, and three hundred seventy-five (\$375.00) for employee with dependents coverage.

(2) Aetna : No deductible, but a co-payment to \$10.00 per visit.

(3) U.S. Healthcare : No deductible, but a co-payment of \$10.00 per visit.

(4) HMO-Blue (IPN) : No deductible, but a co-payment of \$5.00 per visit.

(5) HMO Blue (HC) : No deductible, and no co-payment.

B. The Employer agrees to provide retirement benefits as required by applicable New Jersey Statutes.

C. In addition to the foregoing, the Employer will maintain a prescription purchase plan similar to that offered by Hospital Service Plan of New Jersey, wherein the employee shall be responsible only for the first two (\$2.00) Dollars for generic prescriptions and the first three (\$3.00) Dollars for name brand prescriptions. Effective April 1, 1997 the co-payment for name brand prescriptions will be increased to the first seven (\$7.00) Dollars; except that there will be no co-payment for prescriptions obtained through the mail order procedure provided by the plan.

D. The Employer will continue to provide the same level of benefits in a dental plan as described in New Jersey Dental Service Plan I, with Flagship option as outlined in the 9/29/87 Delta proposal. This coverage will also be provided by Benefit

Pathfinders Associates and I.D.A.

E. The Borough will provide an eye care reimbursement program for the employee only which provides for the employee to receive One Hundred (\$100.00) Dollars maximum reimbursement per year during the period of this contract toward the cost of eye examinations and/or the purchase of a pair of 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.

F. 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.

Section 11.02 Retiree Medical Coverage

Employees who retire from the Borough after January 1, 1980 and before December 31, 1996, who have completed 25 years of continuous service as a member of the Borough Police Force, and employees who retire from the Borough after January 1, 1997, who have completed 20 years of continuous service as a member of the Borough Police Force will be provided the Benefit Pathfinder Medical Insurance coverage set forth in Section 11.01 herein for themselves and eligible dependents who are covered by the Plan at time of retirement. However those officers who have not completed

25 years of continuous service with the Borough Police Force are not entitled to the terminal leave set forth in Section 17.01 A of this contract, if they select to receive the retiree medical coverage under this section.

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.

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 it is 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.

E. 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. The Borough of Princeton will reimburse up to the sum of \$500.00 per calendar year for tuition expenses provided a grade of C or better is attained by any police officer who continues his/her

education, if such course or courses of study have been previously approved by the Chief of Police and if said officer is not otherwise compensated.

Effective January 1, 1997 the reimbursement for tuition expenses will be up to eight hundred (\$800.00) dollars per calendar year provided a grade of C or better is attained by the officer, and the course or courses have been previously approved by the Chief of Police, and the officer is not otherwise compensated; however the requirement that the courses have to be related to police work, the police profession, or a police-related degree will no longer apply.

C. Employees who attend monthly squad meetings as called or scheduled by the Chief of Police shall be compensated for such attendance at their overtime pay rate (including base salary, longevity, allowances for juvenile officer, detective assignments, and shift differential).

D. 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 (25¢) cents 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.

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 thirty-seven and one-half (37½) days of terminal leave with pay upon his/her retirement from service in the police department after twenty-five (25) years of continuous service and one and one-half (1½) 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 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, or to employees who retire with less than twenty-five (25) years of continuous service with the Borough

Police Department and who take advantage of health benefits upon retiring under Section 11.02.

B. Retirement

For full time employees retiring after Twenty-five (25) years of continuous service with the Borough of Princeton, unused vacation and holiday time shall be allocated as follows:

1. An employee hired prior to January 1, 1970, shall be entitled to proration of vacation and holiday pay during the last calendar year in which the employee is physically present and working for only part of the year.

2. An employee hired after January 1, 1970 shall be entitled to proration 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 FOR DETECTIVES

Section 18.01

Effective January 1, 1996, and retroactive to the date the Detective clothing allowance will be at the rate of Seven Hundred Fifty (\$750.00) Dollars per year for officers assigned as detectives. Payment will be made in January for all detectives in that position for at least six (6) months. All others in that position will be paid when they complete six (6) months.

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 no 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 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 officer with whom the Delegate is exchanging shifts; and

(4) The PBA shall provide the Chief with a schedule of the monthly State Delegates' meetings as soon as it is aware of such schedule.

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, or in his/her absence the Captain or Lieutenant, based on the reasonable scheduling needs of the Department. The 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 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. Effective in 1997, any employee who achieves a test score of ninety (90%) percent or better on both tests during a calendar year will be paid a two hundred (\$200.00) dollar 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 three (3) personal days off annually with pay. A personal day shall equal the number of hours in the officers' normal work day. 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

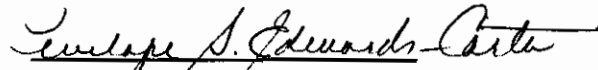
TERM

Section 22.01

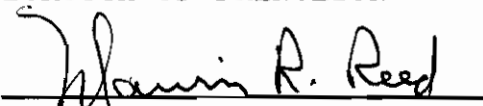
This Agreement shall be effective as of the 1st day of January 1996 and shall remain in full force and effect until midnight, December 31, 1998, except as otherwise expressly provided herein. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in 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.

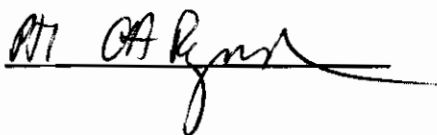
ATTEST:


PENELOPE S. EDWARDS-CARTER, BOROUGH CLERK

MAYOR AND COUNCIL OF THE
BOROUGH OF PRINCETON


MARVIN R. REED, MAYOR
NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.,
LOCAL NO. 130,
PRINCETON BOROUGH POLICE,
NEW JERSEY

ATTEST:





APPENDIX A

WAGES FOR PATROL OFFICERS HIRED PRIOR TO 2/1/97

| PATROL OFFICERS | EFFECTIVE 1/1/96 | EFFECTIVE 1/1/97 | EFFECTIVE 1/1/98 |
|-----------------------------------|-----------------------------|-----------------------------|-----------------------------|
| A. During Academy | 30,916 | 30,916 | N/A |
| B. Balance of 1st Year | \$40,152 | \$41,718 | \$43,345 |
| C. 2nd Year | \$45,629 | \$47,408 | \$49,257 |
| D. 3rd Year | \$49,447 | \$51,375 | \$53,379 |
| E. 4th Year | \$51,779 | \$53,798 | \$55,896 |
| F. After 4th Year | \$54,114 | \$56,225 | \$58,418 |
| G. Sergeants | \$59,613 | \$61,938 | \$65,354 |

APPENDIX A

WAGES FOR PATROL OFFICERS HIRED AFTER TO 2/1/97

| PATROL OFFICERS | EFFECTIVE 2/1/97 | EFFECTIVE 1/1/98 |
|---------------------------|-----------------------------|-----------------------------|
| A. During Academy | \$30,916 | \$32,122 |
| B. Balance of 1st Year | \$34,531 | \$35,878 |
| C. 2nd Year | \$38,146 | \$39,634 |
| D. 3rd Year | \$41,761 | \$43,390 |
| E. 4th Year | \$45,376 | \$47,146 |
| F. 5th Year | \$48,991 | \$50,902 |
| G. 6th Year | \$52,606 | \$54,658 |
| H. 7th Year | \$56,225 | \$58,418 |