AGREEMENT

184

BETWEEN

BOROUGH OF PRINCETON

AND

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

ADDENDUM

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 <u>and special units</u> shall be eight (8) hours per day; the normal work day for patrol officers on rotating shifts shall be <u>up to twelve (12) hours per day as assigned by the Chief of Police</u>. Hours worked during the normal work day shall be paid at the straight time rate.
- b. For police officers assigned to <u>rotating</u> shift duty, the normal working hours shall consist of a <u>twenty-eight (28) day</u> duty cycle, during which the officer assigned to shift duty shall work <u>one hundred sixty (160) hours on average</u>.

Section 5.02g 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 (1 ½) on regularly scheduled workdays; or four (4) hours pay at the rate of time and one-half (1 ½) for call back on days off. The Borough will make every effort not to call back employees on days they are scheduled to begin their midnight shift. [Each police officer assigned to shift duty may be scheduled to attend up to eight and one-half (8 ½) hours of training without additional compensation.] [_] Deleted

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.

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 two (2) 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 two (2), or if the total number of days in a calendar year that an individual patrol officer has worked as an acting patrol sergeant exceeds ten (10), the acting patrol sergeant's base rate of pay will be that of a sergeant's annual base salary as provided for in Section 6.01 hereinabove for all remaining consecutive work days, and/or all days is excess of ten (10) in each calendar year in which the officer works as the acting patrol sergeant.

Section 7.01

Each employee shall be entitled to one hundred four (104) hours of paid holiday leave annually. Effective in 1997, employees may elect to be paid for twenty-four (24) hours of holiday time per year; or to carry over up to twenty-four (24) hours holiday time per year into the next calendar year as specified and scheduled by the Chief of Police. Employees shall be paid for unused holidays, not carried over, no later than the first pay period in December of each year.

Any unanticipated holiday 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 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 so waived or to payment thereof: provided, however, that if any holiday 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 any 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 special details, stakeout 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 9.01

Each employee shall be entitled to vacation time as follows:

a. Amounts of Vacation Time

Upon completion of three or more months but less than six months of continuous service 40 hours
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 1st

96 hours

4. Upon completion of five or more, but less than eight years of continuous service on the 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 years 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 <u>one hundred twelve (112) hours</u> vacation time shall select a vacation period of at least <u>eighty-four (84)</u> but not more than <u>one hundred thirty-two (132)</u> consecutive work hours.
 - a. Each employee entitled to <u>one hundred twelve (112)</u> or less vacation <u>hours</u> according to section (1) hereinabove, shall be permitted to schedule their allowed <u>vacation time</u> in one block of time or two blocks of time, neither of which can be shorter than <u>thirty-six (36) hours</u>.
 - 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 <u>one hundred twelve (112) hours</u> but less than <u>two hundred (200) hours</u> vacation time shall be permitted to take the balance of their vacation time, described under section (1) hereinabove, 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 time 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 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 <u>two hundred (200)</u> or more vacation hours 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) herein above.
 - (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.

Section 17.01

A. Terminal Leave

Each employee in the bargaining unit shall be entitled to three hundred (300) hours terminal leave with pay upon his/her retirement from service in the police department after twenty-five (25) years continuous service 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 who separation results from dismissal for disciplinary reasons, or to employees who retire with less than twenty-five years of continuous service with the Borough Police Department and who take advantage of health benefits upon retiring under section 11.02.

Section 21.01

All employees of the Association shall be entitled to <u>twenty-four hours</u> personal <u>time off</u> 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 unreasonable 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this <u>23rd</u> day o <u>December</u> , 1997.	
ATTEST:	MAYOR AND COUNCIL OF THE BOROUGH OF PRINCETON
PENELOPE S. EDWARDS-CARTER BOROUGH CLERK	MARVIN R. REED, MAYOR
ATTEST:	NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.,

LOCAL 130,

NEW JERSEY

PRINCETON BOROUGH POLICE,