

2010 - 2012

AGREEMENT

BETWEEN

THE BOROUGH OF PRINCETON

AND

**NEW JERSEY STATE POLICEMEN'S
FRATERNAL ORDER OF POLICE
LOCAL 208, SUPERIORS - SERGEANTS**

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Preamble

THIS AGREEMENT, made this 22nd day of February, 2011, retroactive to January 1, 2010 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 Fraternal Order of Police, Local No. 208, Superiors-Sergeants, 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 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 Sergeants.

Section 1.02

The bargaining unit shall consist of all Sergeant 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. Employees represented by this collective bargaining unit may not request payroll deductions for payment of dues to any other labor organization other than the duly certified majority representative. Existing written authorizations for nonpayment of dues to any other labor organization shall be terminated.

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 next ranking superior officer, 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 next ranking superior officer, 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

- A. The normal work week for all Sergeants shall average forty (40) hours per week. The normal work day for all Sergeants shall be eight (8) hours per day; the normal work day for Patrol Sergeants shall be up to twelve (12) hours per day as assigned by the Chief of Police. Hours worked during the normal work day shall be paid at straight time rate.
- B. For Sergeants assigned to rotating shift duty, the normal working hours shall consist of a twenty-eight (28) day duty cycle, during which the Patrol Sergeant assigned to shift duty shall work one-hundred-sixty (160) hours on average.
- C. Any employee whose schedule is changed shall receive at least eighty-four (84) 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 (1 ½) for all hours worked which were not part of his / her previous schedule which were worked within the notice period.

Exclusion to this eighty-four (84) hours requirement are Sergeants 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 eighty-four (84) hour notice requirement.

Section 5.02

A. Private Employment Pay for Extra Work

All Sergeants in the bargaining unit shall be compensated for services provided when normally off duty to individuals, groups, clubs, institutions and others ("private portion") 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. (E.g. private employed traffic duty or security at private parties, school athletic and social events and club dances).

Private parties will be required to cancel any extra duty assignments no later than six hours prior to the time such assignments were to begin. Any Sergeant scheduled to perform extra work shall receive two hours pay by the canceling private party prior to arrival on the assignment. After arrival on the assignment, the scheduled Sergeant shall receive four hours pay by the canceling private party.

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

B. Overtime Pay

Sergeants who incur additional duty beyond the normal hours of employments 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 (1 ½) times the employee's regular hourly rate (including base salary, longevity, and allowance for the Detective Sergeant).

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 one-half (1 ½) rate.

F. Departmental Meetings

The employer shall have the right at its discretion to hold two (2) 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 (1 ½) their regular hourly rate including base salary, longevity and allowances for the Detective Sergeant. Members who are on duty at the time of said meeting and who are given permission by the Chief of Police, or in his / her absence, the next ranking superior officer, to attend said meetings and who do attend said meetings shall be entitled to no additional compensation above that of their normal shift.

G. Stand-By, Call Back, Training Time and Firearms Qualifications

Any Sergeant shall be compensated on a double-time basis if called in for duty to fill in for a squad on an emergent basis.

Sergeants assigned to the tactical team who attend training during what would otherwise be their non-duty time shall be compensated at the Sergeants overtime rate of time and one-half (1 ½), which may be paid either in compensatory time or in wages at the

discretion of the Borough, for each hour of such training. A scheduled training shall be approved by the Chief of Police.

Any Sergeant who works the midnight shift will not be required to attend range training until they have been off duty for a minimum of twenty-seven and one half (27 ½) hours.

The Police Administration will make every effort possible to schedule Sergeants for firearms training and qualification when they are on a regularly scheduled dayshift. In no case shall the resulted scheduling cost the Borough premium wages unless said overtime is authorized by the Chief of Police.

H. Compensatory Time

Sergeants who earn compensatory time must make an effort to utilize the compensatory time prior to the end of the year in which it is earned. If the Sergeant is not granted the time off, then he / she may accumulate up to 60 hours of that time. If there is any time remaining, the employee will be paid for that time at their hourly rate. In no case shall a Sergeant be permitted to have more than 60 hours of compensatory time on the books at the end of that year.

Sergeants assigned to twelve (12) hour shifts are currently given 108 hours of compensatory time per year; notwithstanding the thirty-six (36) hours provided to Sergeants for being on stand-by. The 108 hours shall be placed in the Sergeant's time-off bank in two even allotments of 54 hours on January 1st, and the remaining 54 hours on July 1st of each year. The thirty-six (36) hours of compensatory time provided to Sergeants for being on stand-by shall be issued on the first day of each year.

Article VI Wages

Section 6.01

The annual base salary payable to the Sergeants of the Police Department for normal hours of employment shall be as set forth below, and shall be retroactive to January 1, 2010.

	<u>01/01/10</u>	<u>01/01/11</u>	<u>01/01/12</u>
	<u>1.50%</u>	<u>2.40%</u>	<u>2.40%</u>
Entry Sergeant	\$108,946	\$111,561	\$114,238
2 nd Year	\$110,469	\$113,120	\$115,835
3 rd Year	\$111,991	\$114,679	\$117,431
4 th Year	\$113,514	\$116,238	\$119,028
5 th Year	\$115,036	\$117,797	\$120,624

Section 6.02 Detective Assignments

Employee assigned to the duties of Detective Sergeant by the Chief of Police shall receive a guaranteed annual allowance at the rate of \$2,400, for as long as such assignment continues. Said employees assigned as Detective Sergeant shall be paid for all overtime work at said employee's overtime rate.

Section 6.03 Field Training Officer (FTO)

An FTO is any Sergeant who has been assigned by the Chief of Police whose duties will be to directly supervise and train probationary Police Officers while in their field training period.

For every forty-eight (48) hours of FTO training, the Borough will compensate the FTO with a stipend of \$250. The FTO shall be maintained as cumulative and therefore, once a Sergeant accumulates the 48 hours, he / she shall be eligible for payment.

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 one hundred four (104) hours of holiday time per year at their straight time rate. 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/Sergeants 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

- A. All members are entitled to unlimited sick days to be utilized for family illness and emergencies. The family member must be a household member.
- B. Any Sergeant who takes more than three (3) consecutive days off for a family related or personal illness, must provide the Borough with a letter from the doctor indicating that the family member is under treatment by the physician and said treatment required the individual to receive care. This must be provided to the Borough upon return to work. If the Sergeant fails to provide said information, the Borough may elect to deduct the time from other accumulated and / or earned time.
- C. When a family illness or emergency arises and the family member is a non-household member, the family member must be a child, parent or in-law of the member. The member must be the person who has "primary care" responsibility of the individual. After five (5) days, the Chief of Police may request a note from the ill non-household member's physician indicating that the care was necessary. Further, whenever possible, days off must be pre-approved. The Borough will not unreasonably deny requests for time off.
- D. Nothing contained within this provision is to be construed as conflicting with any rights under the New Jersey Family Leave Act.
- E. An employee shall be granted twelve (12) hours of holiday time for every four (4) months he / she does not utilize any sick time if that employee is assigned to a twelve (12) hour schedule. Employees assigned to an eight (8) hour schedule 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 five (5) 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 Sergeant's spouse, grandparents, aunt or uncle of a Sergeant'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.

Vacations may be approved by the Chief of Police or his / her designee in single day increments, up to three days and will not be unreasonably denied.

Article X **Longevity Pay and Uniform Allowance**

Section 10.01

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

Longevity

After 5 years of continuous service	1% of the employees base pay
After 8 years of continuous service	2% of the employees base pay
After 10 years of continuous service	3% of the employees base pay
After 15 years of continuous service	4% of the employees base pay
After 20 years of continuous service	5% of the employees base pay
After 24 years of continuous service	6% of the employees base pay

Longevity increments shall take effect upon the anniversary of employment. Longevity payments will be made to employees in equal installments with the regular payroll cycle and shall be subject to pension contributions.

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, including Detective Sergeants. The Borough will not unreasonably deny requests for uniform repair and replacement at the Borough's expense.

Article XI **Hospital and Medical Insurance**

Section 11.01

- A. Enrollment is in the State Health Benefits (SHBP) for medical insurance and prescription insurance for employees and their eligible dependents as defined by the SHBP. Eligibility is effective sixty days after the date of hire.
1. Employees may enroll in any of the health benefit programs offered by the SHBP.
 2. The Borough may substitute for the above specified health benefit programs such alternative carriers or programs as may continue to provide the same or better benefits, subject to negotiations with the Union.
 3. The co-payments for the medical plan and prescription drugs will be in accordance with the rates set by the SHBP.
 4. Employees shall pay an amount as set forth in P.L. 2010, C. 2 (NJSA 52:14-17.28 et seq.) pursuant to this paragraph by means of a binding collective negotiations.
 5. An employee who becomes a member of a State or locally-administered retirement system on or after May 22, 2010 shall pay in retirement an amount pursuant to P.L. 2010, C. 2 (NJSA 52:14-17.28 et seq.).
- B. 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 two thousand five hundred dollars (\$2,500.00) per year. Such payment is to be made no later than the first pay period in December of each year for the period of January 1 - December 31 and shall be issued in accordance with all laws governing its issuance. In addition, in order to participate in the program, an employee must show proof of insurance prior to the issuance of the payment. This proof of insurance must be done on a yearly basis.
- C. The Borough will continue to provide dental coverage for the employees and their eligible dependents as defined by the insurance carrier.
- D. The Borough will provide an eye care reimbursement program for the employee and / or their dependents, which provides for the employee to receive three hundred (\$300.00) 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. This benefit is eliminated for all members hired after January 1, 2011.
- E. The Borough has authorized Resolution #2004-166 & #2004-167 which recognizes same-sex domestic partners as eligible dependents for pension

purposes only under the Domestic Partnership Act, Chapter 246, P.L. 2003 and to authorize participation in the New Jersey State Health Benefits Program Act of the State of New Jersey for Domestic Partnership Coverage in accordance with Chapter 246, P.L. 2003.

Section 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 dependents are 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 Retirement System shall be provided with a prescription plan.

Coverage is limited to the same persons who are covered at the time of retirement, and only to the extent that the retiree and those same dependents are eligible under the rules of the plan for the type of coverage in effect at the time of retirement until the death of the retiree at which time dependents are eligible to purchase prescription benefits in the same way as the health benefits through COBRA.

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 coverage and at its termination.

A retired employee and spouse and / or dependents 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. In addition, evidence of enrollment must be provided to the SHBP. Failure to enroll in both parts of Medicare when eligible will result in the retiree's and / or dependents coverage being terminated. If coverage is terminated because of non-enrollment in Medicare Parts A and B, coverage may be reinstated upon the Borough receiving proof of full Medicare enrollment. Coverage will be reinstated effective the month following receipt, not retroactively.

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. The Borough of Princeton will reimburse employees up to the sum three thousand five dollars (\$3,500.00) per calendar year for lodging, tuition expenses, and the cost of books, provided a grade of B or better is obtained by any Sergeant 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.
- 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, and Detective Sergeants).
- 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 in accordance with the Federal mileage allowance rate per mile plus tolls for the most direct route. Transportation or compensation shall be so furnished only for trips actually made by the employee.

- E. Training outside the Borough of Princeton shall be handled as follows: If a Sergeant is assigned to training while assigned to a 12 hour shift and the Sergeant leaves from the Police station to attend the training, he / she shall work the entire shift. If the Sergeant leaves to attend the training from his / her residence then he / she does not have to report back to the Borough so long as the training runs the full 8 hours. Anything short of the 8 hours the employee must return to the Borough to complete his / her shift. If working an 8 hour shift, the Sergeant is not required to return at the conclusion of the training regardless of the starting location.

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 Sergeants 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. When the Employer is responsible for providing legal defense to a Sergeant, that Sergeant may choose an attorney of his / her own selection, with the understanding that the Borough is only responsible to pay the hourly rate that it pays the Borough Attorney, and that any amount over and above that is the responsibility of the Sergeant.

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 for Detective Sergeants**

Section 18.01

The Sergeant assigned to the Detective Bureau as Detective Sergeant shall receive a clothing allowance at the rate of one thousand nine hundred (\$1,900.00). Payment will be made in January for the Sergeant assigned 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 the Sergeant assigned to the Detective Bureau as Detective Sergeant will be borne by the Borough.

Article XIX **Conventions**

Section 19.01

- A. The Borough and the SOA agree to abiding by State law pursuant to N.J.S.A. 11A:6-10 and N.J.S.A. 40A:14-177 and all of its future amendments in administering the release of employees for State, Local and County meetings. 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.
- B. The Employer agrees that the F.O.P. State delegate from F.O.P. Local 208, Superiors-Sergeants 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 F.O.P. 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

A SOA Officer or a member of the negotiating team will be given up to three (3) days to attend the NJSFOP 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 Sergeants to provide services to the Special Olympics, subject to the approval of the Chief of Police or in his / her absence the next ranking Superior Officer, based on the reasonable scheduling needs of the Department. The Sergeants 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 four hundred twenty five dollars (\$425.00) 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
Access to Employee Personnel Files

Section 22.01

A separate personnel history file shall be established and maintained for each employee covered by this Agreement which shall be confidential and shall be maintained at Police Headquarters by the Chief of Police. All personnel history files will be carefully maintained and permanently safeguarded and nothing placed in any file shall be removed from the file without notification to the employee and except as provided herein or by operation of the law.

Any employee may make an appointment to review his personnel file, but the appointment for review must be made through the Chief of Police or his designated representative. The review shall take place with a representative of the Police Administration.

Whenever a written complaint concerning an employee covered by this Agreement or his / her actions is to be placed in the employee's personnel files, a copy shall be provided to the employee, who shall be given the opportunity for rebuttal if he / she so desires, and the employee shall be permitted to place said rebuttal in the personnel file. In the event the employee is exonerated or the complaint is determined to be unfounded or not sustained, the complaint shall be expunged from the personnel file.

Article XXIII
Internal Affairs Procedure

Section 23.01

The Borough and the PBA agree that the Attorney General's guidelines shall be part of the approved policies and procedures of the Police Department.

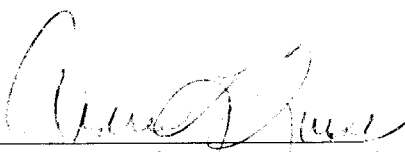
Article XXIV
Term

Section 24.01

This agreement shall be effective as of the 1st day of January 2010 and shall remain in full force and effect until midnight, December 31, 2012, 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.

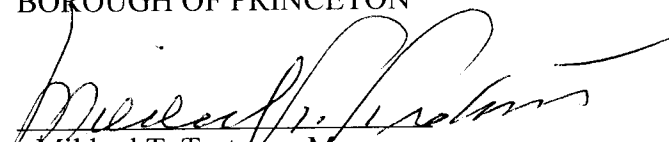
IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first hereinabove written.

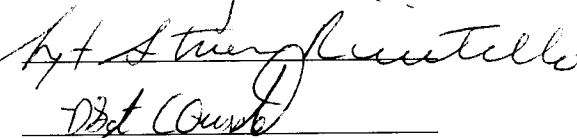
ATTEST:



Andrea L. Quinty
7/3/10

MAYOR AND COUNCIL OF THE
BOROUGH OF PRINCETON



Mildred T. Trotman, Mayor


Det. Const.

NEW JERSEY STATE POLICEMEN'S
FRATERNAL ORDER OF POLICE
LOCAL 208 SUPERIORS-SERGEANTS
PRINCETON BOROUGH POLICE,
NEW JERSEY

ATTEST:

**RESOLUTION 2011-R126
OF THE MAYOR AND COUNCIL
OF THE BOROUGH OF PRINCETON
APPROVING THE COLLECTIVE NEGOTIATIONS AGREEMENT WITH NEW
JERSEY STATE POLICEMEN'S FRATERNAL ORDER OF POLICE LOCAL
208, SUPERIOR OFFICERS – SERGEANTS FOR THE PERIOD
JANUARY 1, 2010 THROUGH DECEMBER 31, 2012**

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

WHEREAS, the parties entered into negotiation and as such an agreement was made for the Princeton Borough Police Sergeants for the period of January 1, 2010 through December 31, 2012.

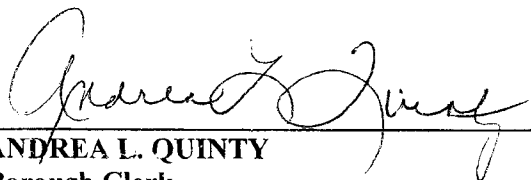
NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Princeton that the Mayor and Clerk are hereby authorized and directed to execute an Agreement with Fraternal Order of Police Local 208, Superiors-Sergeants, Princeton Borough Police, New Jersey recognizing the Princeton Borough Police Sergeants contract 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 the New Jersey Fraternal Order of Police Local 208 Superior Officers - Sergeants, Princeton Borough Police, New Jersey and a copy of this Resolution shall be on file and available for public inspection in the Office of the Borough Clerk.
3. An executed copy of this Agreement between the Borough of Princeton and the Fraternal Order of Police Local 208, Superiors-Sergeants, Princeton Borough Police, New Jersey and a copy of this Resolution shall be forwarded to State of New Jersey Public Employers Relations Commission.

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

I, ANDREA L. QUINTY, 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 April 26, 2011.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Borough, this 27th day of April 2011.



**ANDREA L. QUINTY
Borough Clerk**