

THIS AGREEMENT, made this 15th day of October

1975, 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 patrolmen 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 patrolmen and sergeants.

Section 1.02

The bargaining unit shall consist of all patrolmen 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.

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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 by ordinance or regulation pursuant to law.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 2.01

Collective negotiations with respect to terms and conditions of employment for 1975 and succeeding years 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 absence the Captain or Lieutenant, with respect to duty schedules. Employees of the Employer who are designated by the Association to participate in collective negotiating meetings called for the purpose of negotiating this agreement and agreements for 1975 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 authorized representative shall be granted a reasonable amount of time during his regular working hours without loss of pay to present, discuss and adjust grievances in accordance with Article XII. He shall not leave his work without first obtaining the permission of the Chief of Police, or in his 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 reasons of sex, age, nationality, race, religion, political affiliation, Association membership or lawful Association activities.

ARTICLE V

HOURS OF EMPLOYMENT

Section 5.01

The police officers' work schedule as presently formulated, consisting of a 42 hour work week, shall continue in force, subject to the terms and conditions of this Agreement.

Section 5.02

(a) Compensatory Time Off

Police officers who incur additional duty beyond the normal hours of employment for the following reasons will be

given an equivalent amount of time off from duty on an hour-for-hour basis under the following terms and conditions:

- (1) Off duty court time (local, County or State).
- (2) Investigations, accidents, surveillances, attending schools, conferences, seminars, etc.
- (3) The compensatory time-off year shall be the twelve-month period ending November 30th.
- (4) The Chief of Police in his discretion shall have the right to specify and schedule when any accumulated compensatory time off shall be taken by an employee. If an employee shall fail to take any time off as so specified and scheduled, he shall be deemed to have waived the same and shall not thereafter be entitled to the time off so waived or to payment therefor; provided, however, that if any time off shall have been accumulated for a special reason, then, with the approval of the Chief of Police such specially accumulated time off need not be taken in kind, and, instead, the employee may be paid therefor on a straight-time basis.
- (5) If the Chief of Police shall fail, by December 1st, to specify when any accumulated compensatory time off shall be taken, the employee shall be paid on a straight-time basis for the accumulated time off not so specified and scheduled.

(b) Extra Duty Pay

Extra duty pay shall be calculated at an hourly rate equal to one and one-half times the employee's regular hourly rate (including base salary, longevity and allowances for juvenile officer and detective assignments).

Each employee in the bargaining unit not receiving an allowance in lieu of extra duty pay under subsection 5.04 below, shall be compensated for services the Employer and employee are expected or obligated to provide when called to duty at times when the employee is normally off duty (e.g. Halloween patrol, parades, scheduled emergencies) and emergency by extra duty pay.

(c) Extra Work Pay

All employees in the bargaining unit shall be compensated for services provided when normally off duty to individuals, groups, clubs, institutions and others for which payment is made to the Borough by those receiving the service (not including

service under Section 5.04), 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 extra work performed after the date of execution of this contract at the rate of eight (\$8.00) dollars per hour.

Section 5.04

Stadium and Traffic Duty at Princeton University Football Games.

All employees in the bargaining unit shall be compensated for stadium and traffic police duties provided when normally off duty at Princeton University Football games at Palmer Stadium. All employees in the bargaining unit shall be compensated for stadium and traffic duties as aforesaid performed after the date of execution of this contract at the rate of eight dollars fifty cents (\$8.50) per hour.

ARTICLE VI

WAGES

Section 6.01

The annual base salary payable to the members of the police department for normal hours of employment shall be as follows:

<u>Continuous Service Time</u>	<u>Annual Base Salary</u>
1st year	\$11,772.25
2nd year	\$12,655.17
3rd year	\$13,714.67
4th year	\$14,362.15
Thereafter	\$15,009.62
Sergeants	\$16,304.57

In addition to the foregoing salary schedule, each member of the Police Department represented and included by the terms of the foregoing agreement shall receive an additional sum of \$150.00 payable at the same time and in the same manner as the wages set forth above, for the year 1975.

Section 6.02 Juvenile Officer and detective assignments.

Those employees assigned the duties of Detective or Juvenile Officer by the Chief of Police shall receive an additional allowance of \$600.00 per year, as long as such assignment continues.

ARTICLE VII

HOLIDAYS

Section 7.01

Each employee shall be entitled to 15 paid holidays annually, as specified and scheduled by the Chief of Police in his discretion. It is understood that seven of such holidays are granted in consideration of employees working a 42-hour week, instead of a 40-hour week.

The holiday year shall be the twelve-month period ending November 30th.

If an employee shall fail to take any holidays 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 therefor 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.

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, Wife, Son, Daughter, 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 three (3) 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 wife, and Aunt or Uncle of an Officer's wife -- the day of burial only, provided he attends 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:

- (1) Upon completion of three or more months, but less than one year of Continuous service, and if initially employed as a regular member of the department on or before July 1st..... 5 work days
- (2) Upon completion of more than six months, but less than one year, of continuous service on July 1st, and if initially employed as a regular member of the department after the preceding July 1st..... 5 work days
- (3) Upon completion of one or more, but less than five years of continuous service on July 1st.....14 straight days
- (4) Upon completion of five or more, but less than ten years of continuous service on anniversary year of joining the department..... 14 work days
- (5) Upon completion of ten or more years of continuous service on anniversary year of joining department.....21 work days
- (6) Upon completion of twenty or more years of continuous service on anniversary year of joining department.....28 work days

ARTICLE X

LONGEVITY PAY *** UNIFORM ALLOWANCE

Section 10.01

The annual salary of each police officer shall be increased, for merit, by an increment of \$250 after ten years of continuous service and by an increment of \$250 after each additional five years of service, but in no event shall the increments of this paragraph on account of longevity exceed the amount of \$1,000 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.

ARTICLE XI

HOSPITAL AND MEDICAL INSURANCE

Section 11.01

A. The Employer will continue hospitalization and medical insurance benefits as are presently in effect including hospitalization, medical insurance and major-medical insurance.

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

C. In addition to the foregoing, The Employer will provide a prescription purchase plan similar to that offered by Hospital Service Plan of New Jersey wherein the individual members of the Association shall be responsible only for the first dollar per prescription purchased. Such plan is to be put into effect as soon as possible and without any undue delay.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.01

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1

An individual employee may take up his or 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 his 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 still unsettled, the Association may, within fifteen (15) days after the ruling of the Borough Council, request arbitration by written notice to the Council. If arbitration is not so requested within fifteen (15) days after the ruling of the Borough Council, the grievance or dispute shall be deemed abandoned.

In the event that the matter shall proceed to arbitration, the arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) days after the notice has been given. If the parties fail to select an arbitrator within said time, the State Mediation and Conciliation Service or the Public Employees Relations Commission

shall be requested by either or both parties to provide a panel of five (5) arbitrators. The Employer and the Association shall each have the right to strike two (2) names from the panel in sequence, the Association striking the first name, the Employer the second, and so on. The remaining person on the panel shall be the arbitrator. The decision of the arbitrator shall be advisory only, and he shall be requested to issue his decision within thirty(30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Association and if either party desires a verbatim record of the proceedings, it may cause such record to be made at its expense and shall make a copy thereof available to the other party without charge.

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 contribute up to the sum of \$150.00 annually for tuition expenses to any police officer who continues his education in the study of subjects related to police work and the police profession if such course or courses of study have been previously approved by by the Chief of Police and if said officer is not otherwise compensated.

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 also covering each and every member.

ARTICLE XV

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 duties, the Employer shall provide said employee with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the Employer or in a criminal proceeding instituted as the 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.

ARTICLE XVI

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

Section 17.01

Each employee in the bargaining unit shall be entitled to twenty five (25) days of terminal leave with pay upon his permanent separation from service in the police department after twenty five (25) years of continuous service. 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.

ARTICLE XVIII

CLOTHING ALLOWANCE FOR DETECTIVES

Section 18.01

Detective clothing allowance will be at the rate of \$250.00 per year for officers assigned as detectives after a period of six (6) months.

ARTICLE XIX

CONVENTIONS

Section 19.01

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. The Association President shall notify in writing the Chief of Police which members have been appointed as delegates, names of the officers of the Association and any change in the list of officers. The State delegate and alternate state delegate shall not both be from the Princeton Borough Police Department

ARTICLE XX

TERM

Section 20.01

This agreement shall be effective as of the 1st day of January, 1975 and shall remain in full force and effect until

midnight, December 31, 1975. 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 out hands and seals the date and year first hereinabove written.

BOROUGH OF PRINCETON

Witness:

[Handwritten Signature]

By:

[Handwritten Signature]

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

Witness:

Victor E. Fusanello, Jr.

By:

[Handwritten Signature]