Office of the Administrator
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Date: August 20, 2014

To: Mayor and Council

FROM: Kathy Monzo

SUBJECT: AFSCME Contract

Attached is the proposed AFSCME contract for the years 2013-2016. This contract represents a very good compromise of salary harmonization and labor issues and will help set the tone for future contracts and long-term savings for the community.

This being the first DPW contract as a consolidated community, we intended to provide a fair salary harmonization of employees working side-by-side doing the same job, but with vastly different salaries in some cases. We also wanted to restructure salary and wages going forward in such a way to begin to reduce the financial impact on the community. This was done by eliminating longevity, eliminating steps, and creating suitable salary ranges for each title. An important objective of parity was met with many negotiated issues that will now be consistent with our new Personnel Policy Manual.

HIGHLIGHTS:

1. 4-Year contract (2013-2016)
2. Salary harmonization for all similar titles
   - Cost=$128k
3. Rate increase of 1.5% per year
   - Cost=$33k-$34k per year
4. Eliminated Step plan, and instituted ranges for each title
5. Eliminated Longevity
6. Made Benefits consistent with PPM
   - Vacation schedule
   - Sick leave accrual
   - Sick buyback and Terminal leave eliminated
   - Eyecare reimbursement
7. Protection of Management rights
8. Clear and consistent job descriptions and duties
9. Eligibility for short term disability

10. Limited ability to donate sick time

I have attached the contract which includes the salary harmonization, and the cost per year spread over four years. (Appendix A, pp. 42-43)

This is a very good contract that will go a long way to controlling future costs in one of our largest departments.

Agreement

Between

The American Federation of State, County, and Municipal Employees

Local 1530

and

Princeton

RESOLUTION 2014-

OF THE MAYOR AND COUNCIL OF PRINCETON APPROVNG THE 2013 THROUGH 2016 COLLECTIVE NEGOTIATIONS AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1530

WHEREAS, the Collective Negotiations Agreement between the municipality of Princeton and AFSCME Local 1530 expired on December 31, 2012; and,

WHEREAS, beginning January 1, 2013 Princeton Borough and Princeton Township consolidated and the consolidated Princeton Public Works and Sewer Operating employees have a need for the municipality of Princeton and the Princeton Public Works and Sewer Operating employees to enter into a collective negotiations a greement; and,

WHEREAS, the parties have reviewed and as such have presented an Agreement for the period of January 1, 2013 through December 31, 2016; and,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of Princeton that the Mayor and Clerk are hereby authorized and directed to execute an Agreement with AFSCME Local 1530, 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 Princeton and AFSCME Local 1530 and a copy of this Resolution shall be on file and available for public inspection in the Office of the Municipal Clerk.
3. An executed copy of this Agreement between the municipality of Princeton and the AFSCME Local 1530, Princeton, New Jersey and a copy of this Resolution shall be forwarded to State of New Jersey Public Employers Relations Commission.

I, Linda S. McDermott, Clerk of the municipality of Princeton, County of Mercer, State of New Jersey do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council at its meeting held August 25, 2014.

_____

Linda S. McDermott
Municipal Clerk

Article A – General Provisions

A – 1: Preamble

This agreement entered into by and between Princeton in the County of Mercer, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Princeton" and The American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Council 73, Local 1530, hereinafter referred to as the "Union" represents the complete and final understanding of all bargainable issues between Princeton and the Union.

A – 2: Recognition

Princeton recognizes the Union for the purpose of collective negotiations as the exclusive representative of full-time non-supervisory blue collar employees in the negotiations unit, as delineated by job titles and listed in the salary schedule section of this agreement.

A - 3: Equal Opportunity

To seek and obtain for each position the best qualified person available without regard to age, color, creed, disability, ancestry, marital status, race, sex, sexual affectation or orientation, national origin, liability for service in the Armed Forces of the United States, nationality, genetic information or because of the refusal to submit to a genetic test or make available the results of a genetic test to Princeton, or atypical hereditary cellular or blood trait of any individual, religion, political status, domestic partnership status and / or any other characteristic protected by law. Princeton is an Equal Opportunity Employer. The Mayor and Council of Princeton recognizes the need for equal employment opportunity and affirmative action as provided by Title VII of the Civil Rights Act of 1964, as amended, the Equal Employment Opportunity Act of 1972 and the New Jersey Law Against Discrimination,
N.J.S.A. 10:5-1 et seq. It is the policy of Princeton to ensure equal employment opportunity through affirmative action without regard to age, color, creed, ancestry, marital status, sexual affectation or orientation, disability (including AIDS or HIV infection), race, sex, national origin, liability for service in the Armed Forces of the United States, nationality, genetic information, atypical hereditary cellular or blood trait of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to Princeton, religion, political status, domestic partnership status and / or any other characteristic protected by law.

To provide all employees with proper supervision, instruction and working conditions, so that they may render the best possible service.

To treat every employee with respect and consideration.

To make the best possible use of employee skills and abilities.

To base promotion and job security on ability, performance, experience, character and job attitudes.

To pay fair and adequate salaries or wages for each position.

To expect each employee consistently to perform to the best of his or her ability, to be conscientious in work, to conduct himself or herself appropriately, to treat others with respect and courtesy and to recognize that they are serving the citizens of the community.

To promote in each employee a sense of pride in service to Princeton. To stimulate each to seek all possible means to increase his or her value to the community.

Princeton and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to join the Union or to refrain from so doing.

A – 4: Management Rights

A. Princeton hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing the following rights:

    1. The executive management and administrative control of the Princeton Government and its properties and facilities, and the activities of its employees.

    2. To hire all employees and to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.

    3. To suspend, demote, discharge, or take other disciplinary action for just cause.

B. In the exercise of the powers, rights, authority, duties or responsibilities of Princeton, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict Princeton of its rights, responsibilities and authority under R.S. 40 and 40A or any other national, state, county or local laws or ordinances.

A-5: No Lock-Out. No Job-Action

A. Princeton agrees that there will be no lock-out, and the Union agrees that there will be no job-action by the Union, by any person acting on its behalf, or by any employee covered by this Agreement.

B. Job-action includes a strike, walk-out, work stoppage, sick-out, slowdown, and any other action or inaction which interferes with the orderly progress of the work.

C. Should job-action occur the Union will immediately order the person or persons involved to cease such action.

D. Employees who engage in job-action are subject to discipline up to and including discharge. Such disciplinary action, like any other disciplinary action, is subject to the grievance procedure including arbitration.

A - 6: Access to Personnel Files

Upon request and with reasonable notice, an employee shall have an opportunity to review and examine his / her personnel file. Princeton has the right to have such review and examination in the presence of the designated Princeton Official. Princeton shall honor the request of an employee for copies at the employee's expense of pertinent documents in the file.

An employee may be allowed to have placed in the file a brief written response to any adverse or derogatory document pertaining to that employee which is in the personnel file.

A - 7: Shop Stewards

The Union has the sole right and discretion to designate shop stewards and to specify their representative responsibilities and authority to act for the Union. Princeton agrees to recognize a total of five (5) union shop stewards.

A - 8: Bulletin Boards

Princeton shall provide a bulletin board at the public works garage, parking garage, employee lunchroom/locker room, and sewer administration building for the Union to post Union related information. This information shall be limited to the following materials:

1. Union elections and results.

2. Union appointments, meetings, social and recreational activities.

3. Union reports of official business and achievements.

A - 9: Representation Lists

The Union agrees to furnish Princeton with written lists of Union officials and shop stewards, including the latter's appropriate and mutually agreed upon grievance districts. Such lists shall be kept current and the Union shall provide in writing to Princeton any change in the representation list. This list is to be provided to the Princeton Administration annually by January first or within 10 days of any change.

A - l0: Access to Premises

After approval by Princeton, Union Representatives will be admitted to Princeton premises for consultation with employees covered by this Agreement. Consultation with Union members shall be at a mutually agreed time.

Approval will be limited to three (3) Union Representatives. Requests for such Union visits shall be directed to the Princeton Administration with one week's advance notice and shall include the names and titles of the representatives, the purpose of the proposed visit, the proposed time, date and specific work area involved.

Princeton shall designate facilities for such meetings.

A - 11: Union Training

Princeton agrees to provide up to eighty (80) hours of total paid leave time per year for Union training purposes for Union Officers and stewards, provided the work load permits, and twenty-one (21) calendar days advance notice is given. Documentation of attendance at such events will be provided by the Union to Princeton upon request. This time shall not be carried over or accumulate from year to year.

A - 12: Vacancy Notice

Whenever a permanent vacancy exists within Princeton, and Princeton is the hiring authority, Princeton shall post notice of the vacancy at employee work sites in order that those interested may apply for the position. The application for employment form and/or other requested documents needed for consideration must be completed by each applicant and returned to Princeton by the deadline date specified in the announcement.

Qualified bargaining unit members who apply for job vacancies for positions covered by this agreement shall be selected before Princeton hires from outside the unit. All things being equal then seniority will be used to determine the promotion.

The standards and procedures used to fill vacant position shall be the same for all applicants.

A - 13: Safety and Health

Princeton shall make a reasonable effort to provide for the safety and health of its employees during the hours of their employment. Where apparel, tools, and devices are provided to facilitate employees' safety and health, it is the employees' obligation to use them. There will be no work performed during the designated break and lunch periods.

Health and safety issues shall be brought to the immediate attention of the immediate supervisor. The immediate supervisor shall make a determination as to the seriousness of the health or safety issue and act accordingly. As soon as feasible, but in any case within one week, he / she shall then discuss with the union how the expressed concerns can be dealt with and over what time frame solutions can be implemented. Those issues needing further review or discussion can be referred to the Safety Committee constituted below. Such referral can be made either by the supervisor or any member of the Union.

The Infrastructure and Operation Safety Committee (herein referred to as I/O Safety Committee) shall consist of the designated supervisors from the PSOC, Parking Operations and Public Works and one union steward from the same entities as well as the Public Works Director or his / her designee. It shall be the responsibility of the I/O Safety Committee to review any and all health and safety issues arising in the Public Works Department, Sewer Operating Committee and Parking Operations, and specifically to investigate specific conditions which are brought to its attention.

Every effort will be made by the I/O Safety Committee to resolve these concerns promptly.

Princeton shall provide the Union with the approved minutes of the meetings of the Princeton Municipal Safety Committee. Also, when appropriate, members of the bargaining unit may attend these Safety Committee meetings to discuss specific issues.

A - 14: General Rules, Regulations and Safety Codes

Princeton may establish such reasonable general rules, regulations and safety codes as it deems necessary for the ongoing operation of Princeton functions. Princeton and the Union agree that the employees covered by this agreement shall receive fifteen (15) days advance notice of the contents and effective date of Princeton's General Rules, Regulations and Safety Codes and amendments and revisions thereto and that said employees and their supervisors shall abide by the provisions thereof. It is also established that each employee shall receive a copy of the rules and regulations and document proof of their receipt of said document.

A - 15: Reporting Accidents

The following procedures shall be followed in cases of injuries and accidents occurring in the work place, involving Princeton employees, and/or Princeton property. The procedures shall apply to all employees. In addition to these procedures, there may be special directives which shall apply to police and fire personnel. Any questions not covered herein should be referred to the Administrator or the Department Head.

A. Job Related Illness or Injury.

1. The supervisor or Department Head shall be notified immediately and the supervisor or Department Head shall notify emergency personnel if necessary.

2. During normal business hours, if the injury is not severe, the supervisor should call the Public Works Administration, and the Princeton Human Resource manager to report the injury prior to seeking medical attention. For severe cases or after normal business hours, the employee shall proceed to a medical emergency room.

3. After the injured employee receives emergency medical care, the employee and the supervisor must fill out the employee accident report and immediately notify the Department Head. The employee accident report, in any case, must be completed within twenty-four (24) hours. If the accident report is not filled out within twenty-four (24) hours, the supervisor and employee are subject to disciplinary action.

4. In cases of non-severe injuries, where the employee is treated by a Princeton recommended physician, the employee must follow all recommendations from the physician with respect to time off and reporting back to work. A Princeton recommended physician shall also notify the Princeton Human Resource Manager as to recommendations. The Princeton Human Resource Manager shall provide appropriate updated information to the Department Head.

5. In cases of severe injury, where the employee is treated by a medical emergency room, the treating physician shall be requested to submit a medical report to a Princeton recommended physician. The Princeton recommended physician shall review the diagnosis of the treating physician and shall monitor the time-off treatment and referrals made, if necessary.

6. In all cases, the Princeton recommended physician shall keep the Princeton Human Resource Manager informed as to the injured employee's progress and consult with the Human Resource Manager with regard to recommendations on time off or return to full duty option.

B. Other Accidents: Princeton vehicles and property

Any on-the-job accident or accident involving town facilities, equipment or motor vehicles must also be immediately reported to the supervisor or Department Head.

A - 16: Discipline and Discharge

Disciplinary Actions

A. Purpose

The disciplinary procedures listed below are recommended measures only. They are not absolute. Because every offense is unique, Princeton shall take whatever action it determines to be appropriate. Any suspension or any removal of an employee may be pursued to arbitration as set forth in Article F-Grievance Procedure section of this agreement, provided the Union supports the request for arbitration. The employee shall have ten (10) working days from the date of receipt of final notice of disciplinary action to appeal the matter to arbitration.

B. Authority

The Administrator shall have overall authority and responsibility for personnel disciplinary actions. Department Heads shall have the authority and responsibility for taking written disciplinary actions and reporting infractions to the administrator. Supervisors may discipline employees orally if necessary to reprimand incidents of misconduct.

C. Severity of Offense

For every action taken, consideration must be given to the severity of the offense, the cost involved, the time interval between violations and the length and quality of an employee's service record.

D. Groups of Severity

	Number of Offenses	Disciplinary Action
*Group I	1	Counseling/Oral Reprimand
	2	Written Reprimand
	3	Suspension without pay (Not to exceed 30 days)
	4	Discharge
Group II	1	Written Reprimand
	2	Suspension without pay
	3	Discharge
Group III	1	Suspension without pay
	2	Discharge
Group IV		Discharge

*Princeton may issue written reprimand on first offense in Group I with just cause.
* If an employee receives counseling or a verbal reprimand and does not commit the same or similar offense in a six (6) month period, then the original counseling or verbal reprimand shall be considered null and void and shall not be referenced in any future disciplinary actions.

* If an employee receives a written reprimand and does not commit the same or similar offense in a two (2) year period, then the original written reprimand shall be considered null and void and shall not be referenced in any future disciplinary actions.

Group I

1. Productivity or workmanship not up to required standards of performance.
2. Accidents due to carelessness.
3. Performing other than assigned work
4. Operating, using or possessing tools, equipment or machines to which the employee has not been assigned.
5. Excessive tardiness.
6. Failure to work overtime, special hours, or special shifts, after being scheduled according to overtime and standby duty policies.
7. Wasting time, loitering or leaving assigned work area during working hours without permission.
8. Where the operations are continuous, an employee shall not leave his post at the end of his scheduled shift until he is relieved by his supervisor or his relieving employee on the incoming shift.
9. Taking more than specified time for meals or break periods.
10. Disregarding job duties by loafing or neglecting work during work hours.
11. Creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
12. Failure to report an accident or personal injury in which the employee was involved while on the job.
13. Failure to keep the Department Head notified of proper address or telephone number.
14. Mistakes due to carelessness which cause material, parts or equipment to be damaged.
15. Violating a personnel rule or a specific department rule.
16. Making false malicious statements concerning any employee, supervisor, Princeton or its operation.

Group II

1. Reporting for work or working while unfit for duty---either physically or mentally.
2. Excessive absenteeism.
3. Mistakes due to carelessness which affect the safety of Princeton personnel, equipment, tools or property.
4. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, catcalls or similar types of disorderly conduct.
5. Violating a safety rule or safety practice.

6. Using or possessing another employee's tools or equipment without the employee's consent.
7. Behaving in a way that interferes with the proper cooperation of employees and impairs the efficiency of Princeton service.
8. Posting or removing any matter on bulletin boards or Princeton property at any time unless authorized.
9. Failure to report a request for information or receipt of a subpoena from a law firm or any attorney.
10. Failure to report medical conditions which may hamper the employee's performance of duties.
11. Unauthorized operation of Princeton-owned vehicles or equipment.
12. Incompetence or inefficiency in the performance of assigned duties in an employee's position.
13. Wanton or willful neglect in the performance of assigned duties.
14. Discourtesy to persons with whom the employee comes in contact with while in the performance of his / her duties.
15. Failure to wear or maintain the proper uniform or clothing, including standard safety tip work boots.

Group III

1. Insubordination by the refusal to perform work assigned, or to comply with written or verbal instructions of the supervisory force; or discourtesy to persons with whom the employee comes in contact with while in the performance of his duties.
2. Having a driver's license suspended or revoked in the performance of one's duties when the employee's position requires the operation of a motor vehicle.
3. Sleeping during working hours. (Unless permitted by Princeton due to an emergency or severe weather event.)
4. Operating a Princeton-owned, or other vehicle used in the service of Princeton, in wanton disregard for the safety of others.
5. Knowingly punching the time card of another employee, having one's time card punched by another employee, or any unauthorized altering of a time card.
6. Making false claims or misrepresentation in an attempt to obtain sickness or accident benefits, workman's compensation or special leave time.
7. Refusal to give testimony in accident investigations involving Princeton.
8. Leaving the job during regular working hours without permission.
9. Provoking or instigating a fight, or fighting at any time during working hours.
10. Receipt from any person, or participants in any fee, gift or other valuable item in the course of work, when such is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.

Group IV

1. Deliberately misusing, destroying, or damaging any Princeton property or property of any employee.

2. Theft or removal of any property belonging to Princeton or any employee, without proper authorization.
3. Unauthorized possession of firearms, explosives, or weapons on Princeton property.
4. Engaging during duty hours in any other employment activity.
5. Conviction or guilt of a Third, Second, or First Degree Crime as defined in New Jersey statutes, while either on or off duty.
6. Being absent from duty for a period of three (3) consecutive work days without proper authorization.
7. Failure to return from an authorized leave of absence.
8. Misappropriating Princeton funds, appropriating Princeton property for personal use or illegally disposing of Princeton property.
9. Falsifying personal or Princeton records, including employment applications, accident records, work records, purchase orders, time sheets or any other record or application.
10. Operating a Princeton vehicle without having the required operator's license, while under the influence of drugs or alcohol, or when driving privileges have been suspended or revoked.
11. Any action as noted in the Princeton Personnel Policies and Practices Manual Drug and Alcohol policy.

Article B - Pay Provisions

B - 1: Rates of Pay

A. The basic pay rates for 2013, 2014, 2015, and 2016 shall be as set forth in the Appendix Exhibit A attached hereto and made a part hereof. Also attached is a salary range for each title.

B. Change in Salary:
   1. Salary Schedule:

      a. See attached Appendix Exhibit A for salary schedule.

   2. All new employees whose terms of employment and job description requires the possession of a commercial driver's license (CDL) will be demoted to Maintenance Person I or Sewer Maintenance Person I provided a position exists in that category or terminated if they do not acquire a commercial driver's license within the terms of their probationary period.

      If during the term of this contract, an employee loses his/her commercial driver's license, he/she will be demoted to a classification for which a commercial driver's license is not required. Any employee who obtains his/her commercial driver's license within 90 days or another timeframe as outlined by administration as part of the demotion will be reinstated to his/her former position. Demoted employees that do not obtain his/her commercial driver's license within 90 days or another timeframe as outlined by administration as part of the demotion will be subject to other classification

reassignment, disciplinary action or termination as outlined by administration as part of the demotion.

Princeton may assist new employees in obtaining the commercial driver's license. Princeton may require any employee to use personal time or vacation time if the test is scheduled during normal working hours.

Should an employee in a classification that does not require a commercial driver's license obtain his /her commercial driver's license, said employee will not automatically be promoted to a classification for which a commercial driver's license is a requirement.

C. Changes in Rates of Pay
   1. Salary Increases: See Appendix A for details of salary increases effective January 1 of the year noted. The increases are based on 1.5% per year increase for 4 years, for the individual who has the highest salary in his/her title. Except where noted, other salaries in that same title are "harmonized" equally over the 4 years so that at year 4 salaries in like titles are the same. There are a few exceptions noted with an asterisk.
   2. New hires, during the length of this agreement, will receive 1.5% annual increase beginning with the year subsequent to the year hired.
   3. An additional $1.25 per hour through the length of the contract will be added to the employee's hourly rate for hours associated with working beyond the latest shift. This applies to snow plowing, and other emergencies as defined elsewhere in this agreement for the shift that covers the 12:01am and beyond time period; and for Parking Operations for the shift that covers the 1:01 am and beyond time period.

D. Employees holding special licenses associated with the work they perform, shall receive out of title pay when the job duties performed require the use of the certificate or license:

   Pesticide $1.50 per hour

B – 2: Hours and Overtime

A. All members of this bargaining unit are required to work forty (40) hours per week. Princeton agrees that the workweek shall consist of five (5) eight (8) hour days, Monday through Friday inclusive for a total of forty (40) hours per week. With each workday beginning at 7:00am and ending at 3:30pm with a thirty (30) minute unpaid lunch. For payroll purposes, the workweek commences on Saturday, 12:01 a.m., and extends to Friday, 12:00 Midnight, with the exception of the street sweeper operator and meter person. Employees shall be paid on a bi-weekly basis. Employees shall not be required to take their unpaid lunch break within the first or last hour of their regular work day. The work schedule shall

also provide for a fifteen (15) minute rest period during the morning and a fifteen (15) minute rest period during the afternoon as determined by Princeton. Employees shall receive a ten (10) minute cleanup period before lunch and at the end of the day.

B. Employees in Public Works, Parking Operations or in the PSOC who work overtime that has been approved in advance by the Princeton Public Works Director, PSOC Manager or their designees, will be compensated for such overtime work. Overtime compensation shall be computed at one-and-one half (1 ½) times the normal hourly equivalent and shall take effect only after the employee has been credited with forty (40) hours of straight-time pay in that work week. For time worked on Sundays beyond a scheduled 40 hour work period, overtime compensation shall be computed at two times the normal hourly equivalent. For time worked on Holidays beyond a scheduled 40 hour work period, employees shall receive 8 hours of straight pay for the holiday in addition to receiving two (2) times their regular rate of pay for all hours worked. All hours of paid leave approved by Princeton shall count as hours worked for the computation of overtime. This includes, but is not limited to: sick leave, vacation leave, personal leave, bereavement leave, jury duty, holiday, and union leave.

C. Overtime opportunities shall be distributed as evenly as possible to all members of this bargaining unit.

1. The Union and Princeton agree to establish and maintain a rotating overtime list for each specific work location where work of a similar or exact nature takes place.

2. The Union and Princeton agree to establish a procedure for utilizing each specific overtime list and shall memorialize those procedures in writing.

3. Employees shall be entitled to a fifteen (15) minute paid rest period every two (2) hours of work, and a thirty (30) minute unpaid meal break after every four (4) hours during scheduled overtime.

4. Princeton shall attempt to give the employee as much advance notice as possible for overtime work.

D. In computing overtime compensation, the nearest one half (1/2) hour shall be the smallest fraction of an hour to be reported, and the employee shall work to complete the one-half (1/2) hour.

E. Employees required to carry a telephone for possible emergency call-ins shall be eligible to receive eight (8) hours pay at the straight time rate and can have access to a Princeton vehicle or receive eight (8) hours of pay of compensatory time and can have access to a Princeton vehicle during the week they are on call. These

employees must notify their supervisor as to their individual preference at the time they are assigned.

F. Employees are eligible to earn compensatory time in lieu of overtime up to a maximum of forty hours. Compensatory time earned in the first 6 months of the year must be used by December 31st of that year or it will be lost, and cannot be sold back. Employees shall be allowed to sell back compensatory time earned from July 1 through October 31 up to a maximum of 40 hours. Employees shall notify Princeton of their intent to sell back compensatory time by the last day of the pay period in November and Princeton shall issue a separate check for the compensatory time with the employees regular first pay period in December. Compensatory time earned from November 1 through December 31 can be carried over into the subsequent year but must be used by March 31 of that subsequent year.

B-3: Longevity

For former Borough employees, longevity was rolled into based salary, and eliminated in the prior contract. The same will be done for former Township employees where applicable. Current amounts including any adjustments that would have happened during the period of this contract will be added in (at current rates) to base salary, and eliminated. The schedule in Appendix A indicates those eligible and the amounts.

B – 4: Out of Title Work (Effective with the signing of this agreement)

An employee assigned to out-of-title work for which the maximum pay scale is higher than that of the employee's regular title will be paid an out-of-title increment of two dollar zero cents ($2.00) per hour in addition to his / her regular rate, starting with the first full day of work. In all other cases, the employees will receive his / her regular rate of pay for out-of-title work. If an employee works any hours of overtime performing out-of-title work, the employee shall be paid the out-of-title rate in conjunction with the appropriate time and a half or double time rate for all hours worked during that overtime period.

In order to dispel any perception of impropriety, Princeton shall act to avoid the manipulation of employees' work assignments that would deny an employee the valid opportunity to receive out-of-title wages. Such practice of manipulation will not be condoned, and any documented allegation of such practice will be investigated via the grievance procedure established, herein. If an allegation can be determined to be true, corrective action will be taken immediately, which would include retroactive payment of denied wages, if appropriate.

An employee assigned to supervise two (2) or more seasonal employees by himself / herself will be paid an out-of-title increment for the hours worked in that supervisory position.

B – 5: Lateness

1. All employees are to start work at their scheduled reporting location at their scheduled starting time and are to be prepared to commence work at their regular starting time.

2. In the event of unavoidable lateness, the following will govern:

   a. An employee who reports for work within the first fifteen (15) minutes of his / her scheduled starting time shall start work immediately upon reporting, but shall not be paid for any time worked during the period.

   b. An employee who reports for work within the second fifteen (15) minutes of his / her scheduled starting time shall, if deemed practicable by Princeton, start work immediately, but shall not be paid for the first fifteen (15) minute period and for any work performed during the second fifteen (15) minute period.

3. The lateness provision does not exclude other methods deemed necessary by Princeton to ensure compliance with Section 1 above.

4. When it becomes evident to an employee that he / she will be late in reporting for work, the employee shall call his / her supervisor prior to the scheduled reporting time, to report the reason for tardiness and the expected time of arrival.

5. A record shall be maintained by Princeton indicating the time and method of notification of lateness along with the stated reason.

B – 6: Dues Deduction

Princeton will deduct Union dues from the employee's pay within thirty (30) days following receipt of written authorization from the individual who is a member of the Union.

The Union dues rate shall be set by AFSCME Council 73 and the union shall notify Princeton of the Union dues rate on a yearly basis.

Princeton shall discontinue dues upon receiving written authorization from the employee. The effective date of such discontinuance will be the next succeeding January 1st or July 1st.

Once a month, Princeton shall forward the union dues deductions, a list containing the names of members who paid union dues, and the amount the members paid to:

AFSCME Council 73
2653A Whitehorse Hamilton Square Rd.
Hamilton, NJ 08690

B – 7: Agency Shop (Representation Fee)

All eligible non-member employees in this unit will be required to pay to the Union a representation fee in lieu of dues for services rendered by the Union. Nothing herein shall be deemed to require any employee to become a member of the Union.

The representation fee in lieu of dues shall be in the amount of 85% of the regular membership dues. The mechanics of deduction of representation fee and the transmission to the Union will be the same as those used for the deduction and transmission of regular membership dues. Representation fee deduction for a new employee shall begin the first pay period after the employee's six months probationary period.

B – 8: Paid Rest Period During Declared Emergencies or Snow Days and Call in Minimum (Effective with the signing of this agreement)

A. Emergency

1. An emergency is hereby defined as that period of time when health, safety and the general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Department Head or his / her designee, and will not be a subject for the grievance procedure.

2. In the event that an employee is required to remain at work following the end of his / her regular shift as a result of a declared emergency or snow day, he / she shall be entitled to a paid fifteen (15) minute rest period prior to starting such emergency or snow removal service. Employees shall be entitled to a fifteen minute paid rest period after every two hours of work and a thirty (30) minute paid rest period upon the completion of each four hours of work during an emergency or snow removal service. This rest period may be utilized for a meal break.

3. When an employee goes home after working for a minimum of sixteen (16) hours of continuous work, that employee shall be guaranteed a minimum of ten (10) hours of rest before being required to report back to work either on overtime or as part of their normal work day. If this rest period overlaps the employees normal work day, the employee shall be paid his/her normal wages for the day and the employee shall not be required to utilize his/her own benefit time for this rest period.

4. Management agrees to provide accommodations for employees to rest when employees are not permitted to leave Princeton (i.e. the old fire station or similar).

5. When it is necessary for an employee working emergency overtime to work within seven (7) hours of employee's normal workday start time, Princeton agrees that the employee shall be given 1 hour of rest time for every hour actually worked during the aforementioned seven (7) hour time period before beginning his/her normal work day, provided the employee returns to work after the rest period.

6. At management's discretion, Princeton shall make a good faith effort to schedule each members rest period to commence at the start of his/her next regular work shift with due regard to maintenance of the work force. Princeton shall use seniority choice to determine that maintenance. The employees who are required to stay shall be given their next normal shift off as their rest time.

7. Any employee who is called in and arrives at work in a declared emergency or snow storm within one (1) hour from the time called to report shall receive one (1) hour of overtime pay in addition to any other earnings. (However, it should be noted that this is only if the employee is called in to report from home. If the overtime is scheduled even in a storm, the employee is expected to arrive at the scheduled time.)

8. Any employee who is called into work outside of their normal work day hours shall receive a minimum of four (4) hours of overtime pay. If the employee works less than four hours, the employee shall receive the four hours overtime pay regardless of the amount of hours actually required to complete the task for which the employee was called in for. If the employee works more than four (4) hours, the employee shall receive the four (4) hours of overtime pay in addition to any overtime pay for the rest of the time worked. These four (4) hours shall not be combined or attached to the employees normal work day but shall be counted as four separate and independent hours of overtime pay.

B. <u>Meal Allowance</u>

1. When an employee is required to work overtime as a result of a declared emergency or as a continuation of a full regular eight (8) hour scheduled work day, Princeton shall compensate the employee for a meal allowance for every four (4) hours of overtime worked. Payment shall be made after approval of a bills list at the next council meeting upon receipt of a paid bill for the actual amount spent, not to exceed the specified meal allowance schedule listed below.

   a. All meals: $35/day maximum

2. A signed slip, with receipts must be turned in within one week of storm or other occurrence for reimbursement.

3. Princeton reserves the right to arrange for meals at a local restaurant in lieu of this reimbursement.

B-9: Equal Compensation during Severe Weather or Emergency

1. If an emergency or severe weather forces the closure of Princeton buildings and/or offices, the employees of this bargaining unit shall receive comp time for all hours worked during their regular work hours in addition to time and one half (1 ½) their normal rate of pay for all hours worked during the closure.

2. If Princeton buildings and/or offices remain open during the emergency or severe weather, yet any employees outside this bargaining unit are permitted to go home or remain home and receive their normal days' pay without utilizing any of their own personal benefit time, then employees in this bargaining unit shall receive comp time for all hours worked during their regular work period in which other employees were allowed to go home or remain home and receive their normal pay. In addition, employees shall receive time and one half (1 ½) their normal rate of pay for all hours worked during the severe weather or emergency while other employees were sent home or remained home and received their normal days' pay.

Article C – Time Off Provisions

C – 1: Vacation

A. All permanent full-time employees of Princeton shall be granted annual vacation leave with pay. Vacation shall be earned at the rate of one (1) day vacation for each full month worked during the remainder of the calendar year following the date of appointment with a maximum accumulation of 10 days for the first calendar year. Employees hired before the 15th of the month are credited for the full month; employees hired on or after the 15th of the month are not credited vacation for that partial month.

   While probationary employees will be earning vacation from the day they start employment they are not entitled to utilize the vacation until after completion of the first three (3) months of their probationary period/ employment; thereafter, credit will be granted for each month of continuous employment retroactive to the date of employment.

   In the year when vacation allocation changes, vacation days will be prorated for that year based on employee's anniversary date. Partial days shall be rounded up.

Employees with a hire date prior to January 1, 2013 (municipal consolidation) will remain in their existing vacation allocation until such time as they move into the next new category listed below.

Length of Continuous Service *Completed*	Accrued Vacation Leave
1st Year	One (1) day per month
1-5 years of continuous service	Twelve (12) work days
6-14 years of continuous service	Seventeen (17) work days
15-20 years of continuous service	Twenty-two (22) work days
After completion of Twenty-one (21) years of continuous service	Twenty five (25) work days plus one additional day per additional year continuous service up to 28 days.

The exceptions to this are the following employees who were anticipating a vacation increase just after consolidation, and they will be given the following annual vacation days prorated from their anniversary date in 2013:

Rachel Decker	12/11/2013	25 days
Henry Lake	01/31/2013	21 days
William Rueda	05/15/2013	21 days
Manuel Rodriguez	08/06/2013	21 days
Alfredo Garcia	09/19/2013	21 days
Joseph Macuda	01/25/2013	21 days
Darryl Hemingway	09/30/2013	21 days
Martin Hopkins	08/05/2013	21 days
Frank Casole, Jr.	09/09/2013	21 days

B. The amount of vacation leave earned each year depends on the amount of continuous service with Princeton, Princeton Township, or Princeton Borough.

C. All use of vacation time must be approved by Princeton. Princeton may deny the use of vacation time based on operational needs as determined by Princeton. But in no case, shall the use of vacation time be unreasonably denied.

D. Vacation periods of five (5) consecutive days or more shall be scheduled with the department head by April 1st of each year.

E. Any request made for the use of five (5) days or more after April 1st will be approved if the dates are available. In cases of conflict of scheduling, Princeton may consider length of employment as one of the factors in approval of vacation.

F. Employees may utilize vacation time in one hour increments providing the work load permits as determined by Princeton.

G. It is expected that all vacations must be taken during the current calendar year (January 1st to December 31st). Employees shall be allowed to carry unused vacation time into the succeeding year up to 1 year's allocation of accrued time,

with the approval of the Director of Infrastructure and Operations. Employees must notify the Administrator, in writing, by December 7th of each year. The days carried over must be used in the succeeding year. Accrued time in excess of such limits shall be forfeited.

H. A permanent employee, who returns from active military service, is entitled to prorated vacation allowance for the calendar year of return.

I. An employee, who is retiring or who has otherwise separated from employment, including termination, resignation or through layoff but otherwise in good standing shall be entitled to the unused vacation allowance for the current year prorated upon the number of months worked in which separation or retirement becomes effective. Whenever a permanent employee dies having to his / her credit any annual vacation leave prorated on the number of months worked in the calendar year, there shall be calculated and paid to his / her estate a sum of money equal to the compensation figured to his / her salary at the time of death. Princeton shall recover any prorated portion of unearned vacation time already taken by the employee separated for any reason from Princeton service during the calendar year.

C – 2: Holidays

A. Employees will be provided with thirteen paid holidays. The following holidays will be recognized as holidays for all employees, and shall be paid at regular hourly rates:

1. New Year's Day (January 1st)
2. Martin Luther King's Birthday (3rd Monday in January)
3. Washington's Birthday
4. Good Friday
5. Memorial Day (last Monday in May)
6. Independence Day (July 4th)
7. Labor Day (first Monday in September)
8. Veteran's Day (November 11th)
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. Christmas Eve Day (December 24th)
12. Christmas Day (December 25th)
13. New Year's Eve day

B. In order to eligible for holiday pay, an employee must be on the active payroll of Princeton and must have worked the day before the holiday and the day after the holiday, unless on an approved paid leave of absence.

C. When one of the preceding holidays falls on a Sunday, it shall be observed the following Monday; when one of the preceding holidays falls on a Saturday, it shall be observed on the previous Friday.

D. When one of the preceding holidays falls on a regularly scheduled day off it shall be observed either the day before, or the day following the actual holiday.

C – 3: Personal Days

a. Three (3) personal days business leave with pay shall be granted per employee per year. Requests for the use of personal time shall be made to the department head twenty four (24) hours in advance of the start of the work day in which the employee plans on utilizing the personal time. Princeton shall allow personal time be taken in one (1) hour increments. Personal time is to be used for attending to matters of a personal nature. Princeton retains the right to inquire as to the nature of the need for the use of personal time, but at no point shall the employee be required to disclose information of a private nature.

b. If an employee needs to utilize personal time in an emergency, the employee shall notify his or her Supervisor prior to start of the regular work day and inform the supervisor of the general reason for the use of emergency personal time. Use of emergency personal time shall not be unreasonably denied.

c. An employee, who is retiring or who has otherwise separated from employment, or through layoff but otherwise in good standing shall be entitled to the unused personal allowance for the current year prorated upon the number of months worked in which separation or retirement becomes effective.

d. Whenever a permanent employee dies having to his / her credit any annual personal leave prorated on the number of months worked in the calendar year, there shall be calculated and paid to his / her estate a sum of money equal to the compensation figured to his / her salary at the time of death. Princeton shall recover any prorated portion of unearned personal time already taken by the employee separated for any reason from Princeton service during the calendar year.

C – 4: Jury Duty

A full-time employee will be granted necessary time off to perform jury duty as required by law. The employee shall notify Princeton immediately of the requirement for this leave.

Such employees, upon presentation of proper evidence of attendance, shall be paid their regular rate of pay for all the hours of jury duty required. In the event that the employee

is excused from Jury duty prior to having had lunch on any day, he / she shall return to work without undue delay.

C – 5: Witness Leave

When an employee is summoned to appear as a witness in a court of law, he / she shall be paid for the regular hours lost for such appearance only under the following conditions, provided he / she presents proper evidence of attendance:

1. As a witness for Princeton, and
2. As a witness to an event which he / she observes while at work for Princeton.
3. As a witness in a criminal court of law for any period of time the employee is under subpoena to appear in court.

In the event the employee excused from witness duty prior to having had lunch on any day, he / she shall return to work without undue delay.

C – 6: Death in Family

1. In the case of death of an employee's father, mother, grandparent, spouse, civil union partner, domestic partner, child, stepchild, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law the employee shall be granted time off with pay from the day of death until the day of burial inclusive, to a maximum of five (5) working days with pay provided the employee attends the funeral. One (1) day of the five (5) days may be used within a three (3) month period from the date of death to conduct any type of business pertaining to the deceased.

2. In the case of death of an employee's great grandparent, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousins of the first degree, niece or nephew of employee's spouse and aunt or uncle of employee's spouse, the grandmother or grandfather of the employee's spouse, or the death of an ex-spouse, the employee shall be granted time off with pay, a maximum of two days, provided the employee attends the funeral. One (1) day of the two (2) days may be used within a three (3) month period from the date of death to conduct any type of business pertaining to the deceased.

3. If an employee must travel 250 miles or more from their home to attend the funeral of any of the family members listed above, the employee shall be granted an additional two (2) days of bereavement time for travel. Princeton retains the right to require proof of the trip.

4. In the case of death of a bargaining unit employee, an employee shall be granted time off with pay to attend the funeral.

5. When the death and / or the relationship of the employee to the deceased is not common knowledge, proof may be required for the purpose of receiving payment under this provision.

C – 7: Sick Leave

A. Sick Leave Earned - Permanent employees of Princeton shall be entitled to accrue sick leave with full pay. The number of days credited to an employee will be determined, as follows:

1. Each employee will be credited, on January 1st of each year with 12 days of sick leave for the ensuing calendar year.

2. Probationary employees shall earn sick days at the rate of (1) day per month up to a total of 10 days during the first year.

3. Sick leave may be accumulated up to a maximum of 140 days credit.

4. Each day of sick leave shall be charged to the amount credited.

5. After a minimum of five years of service with Princeton, Princeton Township, or Princeton Borough, an employee, upon retirement, layoff or other separation in good standing, will receive terminal leave or pay based upon unused sick leave, up to a maximum of 250 days of such credit up to a maximum amount of $12,500.00, in accordance with the following schedule:

   (a). Upon Retirement or resignation due to disability, which is medically confirmed: 50% of the employee's then current normal rate of pay.
   (b) Other: 25% of the employee's then current normal rate of pay.

B. Sick Leave Buy Back

Employees must have a minimum of twenty (22) days in the bank for use in the long-term illness provision. Any balance remaining in the bank remains in the bank for the employee's future utilization. Employees can only cash in the days if they use less than five days of their annual allocation. The buy back will be at the rate of fifty percent (50%) of the value of the remaining days. Employees must advise administration of their intent to purchase the time back by December 7th of the year the time is earned. This is a one-time option during the term of this contract, and will be eliminated at the end of this contract.

C. Procedures for Reporting

All employees shall use the following procedures in reporting their absence from work due to illness.

1. Each day of absence due to illness shall be reported to the supervisor prior to the employee's scheduled starting time. If unable to reach the Department Head or supervisor, the Administrator should be notified. Failure to report an absence, or falsification of an absence may lead to disciplinary action, which may include dismissal. Abuse of sick leave shall be cause for disciplinary action, which may include dismissal.

2. Princeton may require proof of illness of an employee absent from work because of personal illness or injury for more than one day. However, all absences which exceed three (3) working days or longer due to illness must be certified by a written statement from the attending physician; this requirement may be waived at the sole discretion of Princeton. Such discretion shall not be discriminatory. Princeton may, thereafter, require such additional written statements from the attending physician as may be appropriate, in the sole discretion of the Administrator, depending upon the nature of the illness or injury. Princeton may require the employee who has been absent because of personal illness to be examined by a physician, designated by Princeton, to determine and certify fitness for duty before returning to work.

3. Absence without notice for three (3) consecutive days shall be considered a resignation and that the employee has abandoned his position, unless the employee is hospitalized from an accident or injury that prevents notification. Written proof of being incapacitated would need to be provided to Princeton to be exempt from this requirement.

4. An employee who calls in sick to engage in outside employment shall be subject to immediate disciplinary action.

5. Whenever an employee reports in sick, it is understood that he / she will be home. If for some reason, the employee must leave their home during absences due to sickness, they must submit, to their supervisor, a telephone number where they may be reached.

D. Accumulated paid sick leave may be used for an illness or injury to an employee's immediate family which requires his or her attendance upon the person. The term "immediate family" for the purpose of this subsection, shall be defined as the employee's spouse, domestic/civil union partner, child, stepchild, parent, brother, sister, grandparents, spouse's parents and spouse's grandparents, where the family member resides with the employee, or employee has direct care responsibility for the family member. When such absence falls within the provision of the Family and Medical Leave Act, Princeton may require that the need for leave for a serious health condition of the employee's immediate family member be supported by a certification issued by a health care provider. Princeton shall allow the employee at least 15 calendar days to obtain the medical certification.

In addition, Princeton may require second or third opinions (at Princeton's expense) and a fitness for duty report to return to work.

D-2 Accumulated sick time may be used for the birth or adoption of a child.

D-3 Princeton and the union agree that any and all fit for duty exams shall be administered as to precisely mimic the work the employee would be required to perform on an average work day.

C-8: Family Leave

Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical leave Act ("FMLA"). Employees also may be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act ("FLA"). In order to be eligible for such leave, employees must have: one (1) year of service with the Princeton; and, at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of work (for Federal Leave) during the previous twelve (12) months. Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA).

During the leave period the employee's health benefits will be continued on the same conditions, as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for the period of the leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. Upon expiration of a Family Leave, the employee will be restored to the position he or she held when Family Leave commenced or, if that position has been filled, to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment. However, if during the Family Leave Princeton experiences a reduction in force or layoff which would have resulted in the employee's loss of employment had the employee not been on Family Leave, or if the employee would have been terminated for other reasons if he or she had not been on Leave, the employee shall not be entitled to reinstatement. An employee who remains on leave after the expiration of their Family Leave will not be entitled to reinstatement.

Upon written notice, eligible employees are entitled to a family or medical leave for up to twelve weeks to care for a newly born or adopted child or a seriously ill immediate family member, including domestic/civil union partner, or for the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position. Eligible employees who take leave under this policy must use all accrued available vacation and personal days during the leave. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

The period of leave must be supported by the physician's certificate. An extension

past twelve weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. The Town reserves the right to deny any request for extended leave. Additional information concerning the Family leave Policy and eligibility requirements is available from the Human Resources Manager.

Commencing July 1, 2009, Family Temporary Disability ("FTD") payments for up to six (6) weeks in a twelve (12) month period will become available for eligible employees who are caring for a seriously ill immediate family member who is incapable of self-care or care of a newborn or adopted child. To be eligible, the employee must have worked at least 20 weeks at minimum wage within the last 52 weeks or earned 1000 times the minimum wage. The weekly benefit is 2/3 of weekly compensation up to a maximum of $524 per week (this amount is subject to change according to the state guidelines). FTD will run concurrently with FMLA and/or FLA leaves and there is a one week waiting period. Employees may also be required to use accrued sick, vacation or personal leave for up to two weeks.

Employees taking paid family leave in connection with a family member's serious health condition may take leave intermittently or consecutively. Intermittent leave is not available for the care of a newborn or adopted child. Intermittent leave may be taken in one day increments. An employee seeking intermittent paid family leave is required to provide the Town with 15 days' notice unless an emergency or other unforeseen circumstance precludes prior notice. The employee seeking intermittent leave shall make a reasonable attempt to schedule leave in a non-disruptive manner. Employees requesting such leave shall provide the Town with a regular schedule of days for intermittent leave.

Employees may also be eligible for an unpaid leave for up to twenty-six (26) weeks in a year to care for a family member on active duty in the military or up to twelve (12) weeks in a year for a qualifying exigency. A qualifying exigency occurs when a member of the National Guard or Reserves is called to active duty and a close member of his/her family must attend official ceremonies or family support or assistance meetings, there is a short- notice deployment, to attend to childcare matters, attend to financial and/or legal matters, or counseling.

C-9: Leave Without Pay

An employee who has no remaining vacation, personal days, sick leave or other credit for time off may for good and sufficient reason be granted leave without pay. All requests for such leave must be done in writing and in advance. Such time off without pay, if requested in advance and not disruptive of established work schedules, may be granted at the discretion of the Administrator upon the recommendation of Princeton Public Works Director, the PSOC Manager, or their designees. No compensation will be paid for time taken off without prior notification and authorization. Should an employee fail to be approved in advance and then takes the unpaid leave, the employee shall be subject to

disciplinary action as per a failure to report to work. Abuse of this provision shall be cause for disciplinary action, including possible termination of employment.

C – 10: Long Term Sick Leave

An employee who has become seriously injured or has contracted a serious illness and who has expended all of his / her sick leave is eligible and may request long term sick leave. In order to be eligible for this long-term illness provision, employees must be employed with Princeton, Princeton Township, or Princeton Borough for a minimum of one (1) year to qualify. The employee must exhaust the leave time (sick, vacation, personal and compensatory) that they have on the books up to twenty two (22). An unpaid leave is not permitted to cover the twenty two (22) day requirement unless the employee has exhausted all benefit time. Princeton shall then cover the employee at 100% salary for the ensuing six (6) months at which time long term sick leave would terminate.

Members of the collective bargaining unit that do not have enough days to cover the first 22 day requirement may accept sick leave donation as outlined below.

Sick Leave Donation

1. Employees shall be allowed to donate sick leave time to other members of this bargaining unit who are unable to work to due to personal or family illness or injury.
2. An employee shall not be allowed to accumulate more than Twenty (20) donated sick days at any one time. The employee must have no more than five (5) donated sick days on the record before he/she may receive more donated sick time.
3. An employee must have a minimum of 22 sick days on the record to be eligible to donate sick leave time.
4. An employee may donate up to a total of five (5) sick days per year to other employees. Sick days must be donated in one day increments. (eight hours)
5. Once an employee donates sick time, those sick days become the property of the person they were donated to and cannot be returned.
6. Donated sick time shall not be cashed out or sold back at any time. Donated sick time shall have no monetary value beyond the terms outlined within this agreement and an employee shall receive only his or her regular wages when utilizing donated sick time and not the actual value of the donated sick time.
7. The use of donated sick time shall be in accordance with sick time procedures and language as outlined in this collective bargaining agreement as well as the FMLA and NJFLA.

Article D – Benefit Provisions

D –1: Hospitalization, Prescription and Dental Insurance

A. Enrollment is in the State Health Benefits Plan (SHBP) for medical insurance and prescription insurance for employees and their eligible dependents as defined by the SHBP. Enrollment guidelines, and effective dates are governed by SHBP.

1. Employees may enroll in any of the plans offered by the SHBP.

2. Princeton may substitute for SHBP such alternative carriers or programs as may continue to provide substantially similar benefits, subject to notification to 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. As of January 1, 2013 employees of this bargaining unit shall make the minimum contributions towards their health care premiums in accordance with New Jersey State statute Chapter 78 P.L. 2011.

B. Opt Out Program/Waiver – A medical insurance "opt out" program is available for all full-time, benefits eligible employees in lieu of medical insurance. In order to be eligible to waive insurance coverage, an employee must submit the proper waiver application/form and proof of insurance coverage through another source for the applicable period which is being waived. In return for this waiver, the employee will receive 25% of the applicable premium savings or $5,000 per annum, whichever is less. These amounts are consistent with state statute. Waiver incentives are only payable if the other coverage is through a non-SHBP/SEHBP plan.
Opt Out Payments: Employees receiving Opt Out will be paid on an annual basis no later than the first pay in December for the period of January 1-December 31 of the given year. Payments shall be pro-rated based on participation in Princeton SHBP and/or the waiver.

C. Princeton will continue to provide dental coverage for the employees and their eligible dependents as defined by the insurance carrier. If providers are changed, the level of provided dental coverage shall be substantially similar, or better during the life of this contract.

D. Employees who retire from Princeton, and who have been enrolled for 25 years in the pension system will be provided medical insurance and prescription coverage for themselves and their eligible dependents who are covered by the Plan at the time of retirement.

1. 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 SHBP for the type of coverage in effect at the time of retirement.

2. No coverage will be provided during the period when medical coverage is furnished the retiree from another source. The retiree is responsible for notifying Princeton at the start of such coverage and at its termination.

3. A retired employee and/or spouse, domestic partner, civil union partner and/or dependent eligible for Medicare coverage by reason of age or disability must coordinate benefits as according to Plan guidelines. In addition, evidence of enrollment in Medicare 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 or delayed according to the Plan guidelines.

D – 2: Workmen's Compensation

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. Princeton covers workers compensation benefits through its membership in a Joint Insurance Fund (JIF). Any occupational injury or illness must be immediately reported to the supervisor or Department Head. All required medical treatment must be performed by a Workers Compensation Physician appointed by the JIF and payment for unauthorized medical treatment may not be covered pursuant to the Act.

In order to qualify for workers' compensation benefits, an injured employee must complete an official Princeton Accident Report and seek medical attention from the designated medical panel provider(s). Failure to provide an accident report could result in disciplinary action. The employee must report to Administration on a regular basis regarding medical status until released from treatment by the attending physician.

Employees will receive regular wages while out on workers compensation. All Workers Compensation insurance wage payments or third party sick pay will be paid to Princeton as reimbursement for wages paid to the employee. Except in the case where an employee is on layoff status, or terminated, they may receive workers compensation wage payments directly, and will not be entitled to regular wages from Princeton.

Princeton will endeavor to bring employees with temporary disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential functions of their positions because of injury or illness. Transitional duty is not guaranteed and will not exceed 45 workdays

An employee requesting transitional duty or the Workers Compensation Physician shall notify the Administrator as soon as the temporarily disabled employee is able to return to work with restrictions. Transitional duty will only be assigned if the employee will probably be able to perform the essential functions of the position after the transitional duty period. The Administrator will consult with the Department Head to determine if there is any meaningful work that can be performed consistent with the restrictions. Transitional duty assignments may be in any department and not just the employee's normal department. The Administrator will decide if it is in the best interest of the town to approve a transitional duty request and will notify the employee of the decision.

Princeton reserves the right to terminate the transitional duty assignment at any time without cause.

Employees may not refuse transitional duty assignments that are recommended by the Workers Compensation Physician. In such cases, failure to report to work as directed shall constitute immediate grounds for dismissal. If the employee believes that the transitional duty assignment is beyond the employee's abilities, the employee may request a meeting with the Administrator who will render a written response within 24 hours.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval from the Administrator. If transitional duty is approved, the employee or Workers Compensation Physician must keep the Administrator informed of the medical progress. (Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments but must request leave time for any other reason.) If at the end of transitional duty period the employee is not able to return to work without restrictions, Princeton reserves the right at its sole discretion to extend the transitional duty or place the employee back on Workers Compensation or disability. This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life Threatening Illnesses Policy or other Federal or State law.

Time off under workers compensation due to a work-related injury may be charged against the employee's FMLA medical entitlement.

The period covered by worker's compensation shall not be charged against sick leave.

D – 3: Pension Plan

Princeton will for the life of this agreement meet its obligations to make payments to the Public Employee Retirement System.

D – 4: Coveralls, Rain Gear and Clothing

Princeton shall provide the following uniform clothing:

- Three (3) non-hooded sweatshirts per year.
- One (1) hooded heavy weight sweatshirt per year.
- One (1) Carhart jacket every other year.

The following uniform items shall be supplied, cleaned, and maintained weekly by Princeton:

- Eleven (11) cotton or blended pants.
- Eleven (11) short sleeved t-shirts

- Eleven (11) long or short sleeved cotton or blended shirts.
- Two (2) perma-lined jackets.
- One set light weight coveralls.
- One set insulated coveralls.
- Operators, mechanics, and SOC workers shall receive two (2) additional sets of lightweight coveralls.

Princeton shall provide weather appropriate leather work gloves, rain jackets (with hood), rain pants, rubber "slush" boots, and all required safety clothing and gear.

Princeton shall repair or replace any Princeton supplied work clothes that are damaged or destroyed while an employee is performing his or her assigned work.

Upon separation of employment all uniforms and safety equipment must be returned to Princeton. Princeton will be reimbursed for uniforms and for equipment not returned through payroll deduction or direct payment by the employee.

Employees shall be required to wear safety tip work boots meeting the ASTM F2413-05 standard during all working hours. Employees shall receive a check in the amount of two hundred and fifty dollars ($250) by March 1st of each year to purchase work boots.

These appropriate clothing items are to be worn by employees at all times during working hours. Failure to observe this rule will result in disciplinary action. Should an employee be unable to wear appropriate clothing due to reasons beyond the employee's control (i.e. clothing damaged or not returned by Princeton), employee is to notify their supervisor in writing, on forms provided by Princeton, and acknowledged by supervisor. This action, when properly completed, will allow employee to avoid disciplinary action.

Part time employees will receive sufficient uniforms and gear based on the number of part-time hours scheduled.
Part time Parking Garage Attendants will also receive an annual work boot allowance equal to one-half that received by full time members of the bargaining unit in the same manner outlined above.

D – 5: Eye Care Program

Princeton shall provide an eye care program. This program will provide for employees or their dependents to receive up to one hundred fifty dollars ($150.00) reimbursement towards the cost of eye examinations and / or the purchase of regular prescription eyeglasses, bifocal prescription eyeglasses, Lasik surgery, safety glasses or contact lenses every year. The employee must file paid receipts for the examinations, eyeglasses or contact lenses with the Administrator prior to receiving reimbursement provided for herein above. Receipts must be submitted by March 31 of a subsequent year for prior year reimbursement.

D – 6: Tuition Reimbursement

Reimbursement up to the sum of $2,750 per calendar year will be paid for tuition expenses, provided a grade C or better is attained, to employees who continue their education in subjects related to their current work for Princeton if such course or sources have been previously approved by their Department Head and if they are not otherwise compensated. If the reimbursed employee leaves employment with Princeton within a year of receiving said amount, the employee must reimburse Princeton for the amount received.

For those employees wishing to obtain a CDL, Princeton will assist the employee in their efforts to obtain same.

D - 7: Credit Union

Princeton employees, as well as any member of the employee's family, living in the same household, can join the Princeton University Credit Union.

D - 8: Direct Deposit

Princeton employees are eligible to setup direct deposit to their bank institution and / or credit union. Direct deposit is limited to one checking account, one savings account and one credit union. Direct deposit is started based on a signed direct deposit authorization form from an employee to the Payroll Office.

D - 9: Deferred Compensation

Princeton employees are eligible to enroll in the deferred compensation plan(s) of their choice that are offered by Princeton. The plan offers to Princeton employees the advantage of investing pre-tax dollars in their program. There are numerous types of funds with various levels of risk involved.
(See Human Resource Manager for a list of plans)

D - 10: Employee Assistance Program (EAP)

Employees and their immediate family will be eligible for and have access to an Employee Assistance Program for voluntary use in dealing with personal, family, work-related issues or controlled substance/alcohol counseling. If an employee needs further information regarding the EAP, they may either contact their Department Head, Management Staff or Human Resources for contact information. They may voluntarily contact the EAP directly to schedule a confidential appointment with a counselor. All discussion between the employee and the counselor is strictly confidential. Princeton staff and fellow employees will have no knowledge of the employee's request for help.

Princeton employees may also utilize Corner House Counseling Services (a municipal department) for personal or work-related issues. Referrals to Corner House may also be

available for family members, but may be subject to health insurance co-pays and deductibles.

Involuntary referrals: Employees may be required by Administration, as part of a disciplinary action or other work-related issue, to seek counseling through the EAP or Corner House. All discussions held between the EAP counselor or Corner House counselor will be strictly confidential. Employee participation and completion requirements will be in writing from Administration.

D - 11: Flexible Spending Accounts

Princeton offers to its employees a flexible spending plan where employees may elect to put part of their pay into personalized accounts, for both health care and dependent care expenses, before, federal, state and social security taxes. (Pursuant to Ch. 78, P.L. 2011)

D - 12: Disability / Life Insurance

Princeton offers to its employees, at the employees cost, the option of purchasing disability insurance and / or life insurance.

D – 13: College Savings Fund

Princeton offers to its employees a college savings fund where employees may elect to put part of their pay into a higher education fund for family members.

Article E – Seniority Provisions

E – 1: Seniority

Seniority is defined as an employee's continuous length of service with Princeton Township, Princeton Borough, and/or Princeton retroactive to the latest date of hire as a full-time employee.

A. A new hired full-time employee shall be considered without seniority until becoming permanent, following successful completion of a six (6) month probationary period.

B. Seniority shall be given preference, qualifications being reasonably equal, in any transfer, layoff or recall. Employees who are laid-off shall retain their priority seniority provided that re-employment occurs within six (6) months of layoff.

E – 2: Probationary Employees

An employee is probationary during the first six (6) full months following most recent date of employment. Employees may be terminated at any time during this probationary

period. Such termination is not subject to any of the grievance provisions of this Agreement. Princeton at its discretion may extend probation for up to another 3 months.

E – 3: Promotion

Promotion shall mean the advancement of an employee to a job classification within the unit which has a higher maximum salary. A full-time employee shall not lose any fringe benefits due to a promotion. Prior to promotion, an employee shall be informed of the new wage rate. When an employee is given an opportunity on a trial or temporary basis to qualify for promotion by serving in a new position, his / her permanency in his / her former position shall be continued during such trial or temporary period and the employee shall have the opportunity to return to the former position in the event the promotional opportunity does not become permanent, provided there is no discharge for cause.

Promotions will be based on a formula which included 40% on performance evaluation, 30% on longevity and 30% on disciplinary record. All things being equal in promotional opportunities, then seniority / longevity will be the determining factor.

E – 4: Transfer

Transfer is the assignment of a qualified employee to a full time position which requires a permanent change in the employee's regular reporting location. In the event no qualified employee agrees to be transferred, Princeton will make the assignment in the inverse order of seniority from among the employees whom it considers qualified, giving consideration to hardship.

Princeton will make the final determination regarding transfer.

E – 5: Layoff

A. When Princeton determines that a reduction in the number of employees covered by this Agreement is to occur, the following principles will govern:

   1. In determining the order in which employees are to be laid off, seniority will prevail for all employees covered under this Agreement as long as the more senior employee has the qualifications, skills and abilities to perform the required work as reasonably determined by the Administrator.

   2. The effective date of separation from the payroll will be no sooner than thirty (30) calendar days following written notification to the employee.

   3. Princeton shall meet with the Union to discuss the impact of the layoff at least fourteen (14) days in advance of the effective date. At or prior to the meeting Princeton shall supply the Union with a list of the positions that Princeton is

targeting for layoff, as well as a current list of all employees in such positions with their overall seniority and their seniority within their current job title

B. Laid-off employees retain recall rights for eighteen (18) months following the actual date of separation. Employees being recalled must have the qualifications, skills and abilities to perform the duties of the position.

C. Employees who are laid off shall be able to sell back any unused sick, vacation, or personal time after prorating to the day of layoff for one hundred percent (100%) of their value after the first full work day of being laid-off. Once the employee requests to sell back the unused time, Princeton shall issue a check to the employee for the unused time in the next closest pay period to the date of the request.

D. Laid-off employees who wish to be recalled must keep Princeton informed in writing of any change in their address of record.

E – 6: Recall

When Princeton determines that a vacancy for a full-time permanent position exists in the job titles covered by this Agreement, the following principles will govern:

A. The most recently laid off employee still holding recall rights within the bargaining unit and who has the necessary qualifications, skills and abilities to perform the work as reasonably determined by the Administrator, for which the vacancy exists, will be sent a recall notice by certified mail, return receipt requested, addressed to the employee's most recent address as shown on Princeton records.

B. After such notice has been sent, Princeton may hire temporarily pending return of the recalled employee. The temporary employee will be terminated from the recalled employee's position following the recalled employee's return to work.

C. An employee recalled to a position with a lower salary rate than that held at time of layoff will retain recall rights by notifying Princeton that he / she does not wish to be recalled for that position, will not lose his / her recall rights.

D. An employee recalled to a position at the same or higher salary rate than that held at time of layoff, who notifies Princeton that he / she does not wish to be recalled for that position, loses his / her recall rights.

E. Unless Princeton receives written notification by the 15th calendar day following sending of the recall notice, the recalled employee loses recall rights.

F. A recalled employee who accepts the position for which recalled, but who does not report for work by the sixth (6th) working day following written acceptance, loses recall rights.

G. A laid-off employee upon returning to employment by exercise of his / her recall rights retains the seniority held on date of separation, and begins accumulation of additional seniority starting with the return.

Article F – Grievance Procedure

F – 1: Grievance Procedure

A. Definition: A grievance is hereby defined as a formal dispute concerning the interpretation, application, enforcement or violation of any of the terms and conditions of this agreement.

B. Disciplinary appeals shall also be handled through the grievance procedure.

C. General Rules

1. A grievance must be filed within the time limit set and in the manner set forth herein. Failure to do so shall constitute abandonment of the grievance and it may not be carried further.

2. Should a grievance not be resolved to the satisfaction of the grievant or should there be no response within the specified time limit, the grievance may be carried to the next step.

3. If the answer to a grievance at any step is not appealed within the prescribed time, the grievance is considered settled on the basis of Princeton last answer, and there shall be no further appeal for review.

4. Time limits may be extended by mutual agreement. However, no extension will be made if the request is received beyond the time limit.

D. The grievance procedure shall be as follows unless any step or steps are waived by mutual written consent.

1. INFORMAL: Informal discussion between the employee and his / her immediate supervisor. An employee must orally present and discuss his / her grievance with the immediate supervisor on an informal basis:

(a) If the nature of the grievance is such that it affects the work being done, the supervisor will make the preliminary decision immediately, and the work will proceed on the basis of this decision.

(b) If the grievance is not the type which requires an immediate answer, the supervisor will give his / her answer within three (3) working days.

2. Step 1: Between the Union and the Princeton Public Works Director, PSOC Manager or their designees

   If the grievance is not resolved at the informal discussion level above, a written grievance may be filed which states:

   (a) The date of the occurrence, and

   (b) The clause of the Agreement which is claimed to be violated, and

   (c) Such other information as will aid in resolution of the grievance.

   The written grievance must be received by Princeton within ten (10) calendar days after the occurrence which is being grieved.

   Princeton shall set a time and place for the Step 1 hearing to be held within seven (7) calendar days after receiving the written grievance, or at a mutually agreeable later date. Princeton shall give a written answer to the Union within seven (7) calendar days after the conclusion of the hearing.

3. Step 2: Between the Union and the Administrator or his Designee

   If the grievance is not resolved at Step 1, the Union may move the grievance to Step 2 by notifying Princeton in writing in ten (10) calendar days after the date of Princeton's reply.

   Princeton shall set a time and place for the Step 2 hearing within seven (7) calendar days after receiving the notification, or at a mutually agreeable later date.

   Princeton shall give a written answer to the Union within seven (7) calendar days after conclusion of the hearing.

4. Step 3: Arbitration

   If the grievance is not settled through Steps 1 and 2, the Union shall have the right, within thirty (30) working 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 Princeton and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

(a) The parties direct the arbitrator to decide, as to the preliminary question, whether he / she has jurisdiction to hear and decide the matter in dispute.

(b) 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 binding on the parties. The arbitrator shall be required to issue his / her decision within thirty (30) days after the conclusion of testimony and argument.

Article G – Labor/Management Committee

A. Princeton and the Union shall meet twice a year, unless either side requests additional meetings and is mutually agreed upon, to address issues of mutual concern. Each of the parties shall appoint their own representatives to serve on the committees, maintaining a balance between labor and management members. Only one member each from Public Works, Parking Operations and PSOC shall be appointed to the committee, in addition to an AFSCME Council 73 staff representative. It is understood that the position of the chairperson or facilitator within the committee shall be rotated periodically between labor and management, and any minutes which may be taken on behalf of the committee shall be provided to the committee members. Management shall take responsibility for notifying all supervisors of the next committee meeting to arrange for release time for labor committee members.

Article H – Separability and Savings

I – 1: Separability and Savings

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. If any such provision is declared invalid by operation of law, parties to this Agreement will enter in renegotiations on the invalid provisions.

Article I – Term and Renewal

J – 1: Term and Renewal

This Agreement shall be in full force and effect as of January 1, 2013 and shall remain in effect to and including December 31, 2016 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other give notice, in writing, at least one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Princeton and the Union shall exchange copies of its entire proposals by September 1, 2016 unless an extension is agreed to by mutual consent.

The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply only to employees on Princeton's payroll on or after the date of the signing of this Agreement.

Article K – Fully Bargained Provisions

K – 1: Fully Bargained Provisions

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such issue whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

In witness thereof, Princeton and the Union have caused this Agreement to be signed by their duly authorized representatives as of this _____ day of_____ 20__.

For Princeton:

_____
Liz Lempert, Mayor

Attested to by:

_____
Linda McDermott,
Princeton Clerk

For the Blue Collar Municipal
Employees Affiliated with
AFSCME Council 73, Local 1530:

_____
Keith McCoy, President

_____
Rachel Decker, Vice President

_____
Paul J. Schroeder, Council Rep.

Date:_____

Appendix A- Salaries

		Title	2013	2014	2015	2016
Alvarado	Rogelio	Custodian II	53,629	54,433	55,249	56,078
Opalski	Jeffrey	Custodian II	53,505	54,363	55,221	56,078
Jolly	Raymond	Equipment Operator	60,815	61,727	63,242	64,191
Decker	Rachel	Equipment Operator	58,405	60,334	62,263	64,191
Maher	Brian	Equipment Operator	57,835	59,954	62,073	64,191
Morgan	Jason	Equipment Operator	57,835	59,954	62,073	64,191
Walker	Kenneth	Equipment Operator	57,122	59,478	61,834	64,191
Dobo	Stephen	Equipment Operator	60,707	61,868	63,029	64,191
Hujber	Edward	Equipment Operator	60,707	61,868	63,029	64,191
Kinney	Kevin	Heavy Equip Mechanic	70,330	71,385	72,456	73,543
Woodrick	Mark	Heavy Equip Mechanic	69,642	70,943	72,244	73,543
Hopkins	Martin	Heavy Equip Mechanic	58,866	63,758	68,650	73,543
Simonelli	James	Heavy Equip Mechanic	60,506	64,852	69,198	73,543
Decker	Michael	Tree Person	58,642	60,492	62,342	64,191
Harmon	Clifford	Tree Person	58,919	60,677	62,435	64,191
Pfaff	Gregory	Senior Maintenance Person/Truck Driver	56,108	56,950	57,804	58,671
Garcia	Alfredo	Senior Maintenance Person/Truck Driver	54,181	55,678	57,175	58,671
Hemingway	Darry	Senior Maintenance Person/Truck Driver	54,181	55,678	57,175	58,671
Lake	Henry	Senior Maintenance Person/Truck Driver	54,181	55,678	57,175	58,671
Macuda	Jozef	Senior Maintenance Person/Truck Driver	54,181	55,678	57,175	58,671
Pirone	Ernest	Senior Maintenance Person/Truck Driver	55,362	56,465	57,568	58,671
Rodriguez	Manuel	Senior Maintenance Person/Truck Driver	54,181	55,678	57,175	58,671
Sekeras	Joseph	Senior Maintenance Person/Truck Driver	55,932	56,845	57,758	58,671
McKee	Richard	Maintenance Person II / Truck Driver	53,693	55,352	57,011	58,671
Morel	Nelson	Maintenance Person II / Truck Driver	51,254	53,726	56,198	58,671
Pasternak	Robert	Maintenance Person II / Truck Driver	52,815	53,607	54,411	55,877
McCoy	Keith	Maintenance Person II / Truck Driver	48,311	49,462	50,614	51,766
Pollard	Frederick	Maintenance Person II / Truck Driver	48,311	49,462	50,614	51,766
Soto	Axel	Maintenance Person II / Truck Driver	37,362	40,362	43,362	46,362
Rueda	William	Maintenance Person I / Laborer	49,504	50,247	51,001	51,766
Casole, Jr.	Frank	Sewer-Equipment Operator	58,097	60,129	62,161	64,191
Torres	Jeffrey	Sr. Sewer Maintenance	57,400	58,491	59,582	60,671
Bishara	Cory	Sewer Maintenance II	54,628	56,642	58,656	60,671
Hughes	Jeffrey	Sewer Maintenance II	53,511	55,898	58,285	60,671
Hernandez	Juan	Sewer Maintenance II	52,983	53,778	54,584	55,403
Pollard	David	Sewer Maintenance II	41,861	43,362	44,862	46,362
VanMater	Roberts	Sr. Meter Maintenance Person	56,300	57,145	58,002	58,872
Cumberbatch	George	Meter Maintenance I	47,339	51,906	52,685	53,475
Recinos	Edvin	Meter Maintenance I	47,339	51,906	52,685	53,475

Appendix A (cont.) - SALARY RANGES

Title	Range for 2013		Range for 2014		Range for 2015		Range for 2016	
Custodian I	37,000	52,815	37,555	53,607	38,118	54,411	38,690	55,227
Custodian II	53,505	53,629	54,000	54,433	55,000	55,249	55,000	56,078
Equip Operator	57,000	60,815	59,478	61,868	61,834	63,242	62,762	64,191
Heavy Equip Mechanic	49,000	70,330	49,000	71,385	49,735	72,456	50,481	73,543
Mechanic	37,000	55,000	37,555	55,825	38,118	56,662	38,690	57,512
Tree Person	46,000	58,919	46,000	60,677	46,690	62,435	47,390	64,191
Senior Maint	51,254	56,108	53,726	56,950	56,198	57,804	57,041	58,671
Maint II / Truck Driver	37,362	53,693	40,362	53,693	40,967	54,411	41,582	55,877
Maint I / Laborer	37,000	49,504	37,555	50,247	38,118	51,001	38,690	51,766
Sr. Sewer Maint	53,511	57,400	55,898	58,491	58,285	59,582	59,159	60,671
Sewer Maint II	41,000	52,983	43,362	53,778	44,862	54,584	46,362	55,403
Sewer Maint I	39,000	40,000	39,585	40,600	40,179	41,209	40,782	41,827
Sr. Meter Maint	48,000	56,300	48,720	57,145	49,451	58,002	50,193	58,872
Meter Maint I	37,000	47,339	48,049	48,049	48,770	48,770	49,502	49,502

Appendix B – Job Titles

Preamble to Job Titles

The following titles will list some of the general work to be done by employees in the affected job classifications. They are not, in any sense, a complete listing of all the work which is properly assignable to the classification involved.

The job descriptions are to be used for two purposes only:

1. To give the employee a general picture of some of the work which is expected of him / her.

2. To determine when an employee performs out-of-title work for the purpose of Article B - 4.

New duties required to meet the changing needs of Princeton will be included in the job title which is most nearly related to such duties.

Princeton retains the right to create new jobs and/or positions within this bargaining unit and the union retains the right to negotiate the terms and conditions of employment of any new jobs and/or positions created within this bargaining unit.

The parties agree that the regular activities and work of those who are not represented shall continue in accordance with the practice which existed prior to the original requirement.

Each of the job titles contains a requirement "must have a valid New Jersey or Pennsylvania Driver's License." Some positions require that an employee must have a commercial driver's license. In the event an employee loses his / her license temporarily, Princeton will determine whether the loss adversely affects the work before deciding upon retention, demotion or release of the employee.

Driver's License Policy:
Any employee whose work requires that the operation of municipal vehicles must hold a valid driver's license.

All new employees who will be assigned work entailing the operating of a municipal vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment.

Periodic checks, but not less than annual, of employee's drivers' licenses through visual and/or formal Department of Motor Vehicles review checks shall be made by the Human Resources Manager or other Administrator designee. Any employee who does not hold a

valid driver's license will not be allowed to operate a municipal vehicle until such time as a valid license is obtained.

Any employee performing work which requires the operation of a municipal vehicle must notify the immediate supervisor in those cases where a license is expired, suspended or revoked and/or who is unable to obtain an occupational permit from the State Department of Licensing. An employee that fails to report such an instance is subject to disciplinary action, including demotion or termination. An employee who fails to immediately report such revocation or suspension to their supervisor and continues to operate a municipal vehicle shall be subject to possible termination. Any information obtained by the town in accordance with this section shall be used by the municipality only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. S 2721 et seq.)

Maintenance Person I & II and Senior Maintenance Person

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification:

1. Construct, install and repair all properties within the municipal right - of - way. This includes, but is not limited to curbs, sidewalks, roadways, trees, meters, signs, trash cans, posts, street furniture and storm drainage systems.
2. Maintain and clean all properties within the municipal right-of-way. This includes, but is not limited to, curbs, sidewalks, roadways, meters, signs, cans, posts, trees, street furniture and storm drainage systems.
3. Construct, install, maintain, clean, and repair all public buildings, grounds and property. This includes, but is not limited to trees, shrubbery, lawns, pavement, buildings, structures and appurtenance.
4. Use, operate and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operation. This includes, but is not limited to, pick - up, delivery and transport.
6. Maintain records and make reports.
7. Assist the Mechanic and Tree Person in manual and semiskilled duties as required.
8. Senior Maintenance Persons are also expected to supervise one (1) or more other employees, without additional compensation.
9. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License. Maintenance Person II and Senior Maintenance Person must also hold a valid Commercial Driver's License.
3. To achieve a Senior Maintenance person title, an existing employee must have completed ten (10) years continuous service in the classification of Maintenance Person II, must have shown substantial continuous improvement in the quantity and quality of related job skills, must have performed duties in a dependable, reliable and mature manner, and must have displayed an aptitude for the supervision of other workers. Any other promotion to the title of Senior Maintenance Person is to be at the sole discretion of management or (for Senior Maintenance Person) a newly hired employee must have a minimum of (10) years' experience in public works maintenance or the construction trades, with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

Sewer Maintenance Person I & II and Senior Sewer Maintenance Person

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Construct, install, and repair all properties of the municipal sanitation systems. This includes, but is not limited to, sanitary sewers, curbs, sidewalks, roadways, trees, signs, posts and storm drains associated with the sanitation systems.
2. Maintain and clean all properties within the municipal right-of-way. This includes, but is not limited to, sanitary sewer systems, curbs, sidewalks, roadways, trees, signs, posts and storm drain systems associated with the sanitation systems.
3. Construct, install, maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, shrubbery, lawns, pavement, landfill, buildings, structures and appurtenances associated with the sanitation system.
4. Use, operate and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, inspection, pick - up, delivery and transport.
6. Maintain records and make reports.
7. Senior Sewer Maintenance Persons are also expected to supervise one (1) or more other employees, without additional compensation.
8. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License. Sewer Maintenance Person II and Senior Sewer Maintenance Person must also have a valid commercial driver's license with a tanker endorsement.
3. To achieve a Senior Sewer Maintenance Person title, an existing employee must have ten (10) years continuous service in the classification of Sewer Maintenance Person II, must have shown substantial continuous improvement in the quantity and quality of related job skills, must have performed duties in a dependable, reliable and mature manner, and must have displayed an aptitude for the supervision of other workers Any other promotion to the title of Senior Sewer Maintenance Person is to be at the sole discretion of management or (for Senior Sewer Maintenance Person) a newly hired employee must have a minimum of ten (10) years' experience in sanitary sewer construction and maintenance with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

Equipment Operator, Sewer-Equipment Operator

The above title is reserved for employees whose year round assignment entails operation of equipment in 1. below.

1. Operate tractor-trailer, street sweeper, front-end loader, Jet-Vac truck, backhoe, or bulldozer.
2. Clean, service and perform field maintenance on the equipment.
3. Perform all duties of Maintenance Person.
4. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

2. Must have a valid New Jersey or Pennsylvania Commercial Driver's License. Sewer Equipment Operators must also have a tanker endorsement.

3. To become an Equipment Operator an individual must have a minimum of three (3) years experience as an Equipment Operator, for a contractor or public works organization and must be able to demonstrate an ability to operate the equipment owned by Princeton at the time of employment. For an existing employee to become an Equipment Operator, he/she must satisfy the above requirements, or complete a six (6) month intern program as provisional Equipment Operator at no differential in salary from his/her current position and exhibit an ability to skillfully operate Princeton owned equipment at the end of this period.

Meter Maintenance Person and Senior Meter Maintenance Person

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Construct, maintain, clean and repair municipal property which includes, but is not limited to, parking meters, signs and appurtenances.
2. Maintain and clean municipal property which includes, but is not limited to, snow clearance of sidewalks and roadways.
3. Install, maintain, clean, repair and operate parking facilities, grounds, property and appurtenances.
4. Use, operate and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operations. This includes but is not limited to, pick - up, delivery and transport.
6. Maintain records and make reports.
7. Senior Meter Maintenance Persons are also expected to supervise one (1) or more other employees without additional compensation.
8. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License.
3. To achieve a Senior Meter Maintenance Person title, an existing employee must have ten (10) years continuous service in the classification of Meter Maintenance Person II, must have shown substantial continuous improvement in the quality and quantity of related job skills, must have performed duties in a dependable reliable and mature manner, and must have displayed an aptitude for the supervision of other workers. Any other promotion to the title of Senior Meter Maintenance Person is to be at the sole discretion of management or (for Senior Meter Maintenance Person) a newly hired employee must have a minimum ten (10) years experience in Meter Maintenance with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

Mechanic, Heavy Equipment Mechanic

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all the work which is properly assignable to this classification.

1. Construct, maintain, clean, and repair all motorized and non-motorized equipment, tools and other items.
2. Maintain and clean all municipal property, which includes but is not limited to, snow clearance of sidewalks and roadways.
3. Construct, maintain, clean and repair all public property. This includes, but is not limited to, motorized and non-motorized equipment, tools and other equipment items in building and structures.
4. Use, operate, and maintain tools and equipment for accomplishing the work.
5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick - up, delivery, and transport.
6. Maintain records and make reports.
7. Heavy Equipment Mechanics need to be able to maintain and/or repair machinery or vehicles with a GVW of 26,000 lbs. or more.
8. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.

2. Must have a valid New Jersey or Pennsylvania Commercial Driver's License.

Custodian I, II, Senior Custodian

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, plants, shrubbery, lawns, pavement, sidewalks, roadways, buildings, structures and appurtenances.
2. Use, operate and maintain tools and equipment for accomplishing the work.
3. Perform tasks associated with the municipality's operations. This includes, but is not limited to pick - up, delivery and transport.
4. Maintain records and make reports.
5. Senior Custodians are also expected to supervise one (1) or more other employees, without additional compensation.
6. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License.
3. To achieve a Senior Custodian title, and existing employee must have ten (10) years continuous service in the classification of Custodian II, must have shown substantial continuous improvement in the quality and quantity of related job skills, must have performed duties in a dependable reliable and mature manner, and must have displayed an aptitude for the supervision of other workers. Any other promotion to the title of Senior Custodian is to be at the sole discretion of management or (for Senior custodian) a newly hired employee must have a minimum ten (10) years of experience in custodian work with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

Tree Person, Senior Tree Person

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Construct, install, maintain, clean and repair all properties within the municipal right-of-way. This includes, but is not limited to, trees and shrubbery.
2. Maintain and clean municipal property which includes but is not limited to sidewalks and roadways.
3. Construct, install maintain, clean and repair all public buildings, grounds and property. This includes, but is not limited to, trees, shrubbery, lawns, pavements, structures and appurtenances.
4. Use, operate and maintain tools and equipment for accomplishing the work
5. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick - up, delivery and transport.
6. Maintain records and make reports.
7. Senior Maintenance Tree Persons are also expected to supervise one (1) or more other employees, without additional compensation.
8. Other related duties as assigned.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Commercial Driver's License.
3. To achieve a Senior Tree Person title, and existing employee must have ten (10) years continuous service in the classification of Tree Person, must have shown substantial continuous improvement in the quality and quantity of related job skills, must have performed duties in a dependable reliable and mature manner, and must have displayed an aptitude for the supervision of other workers. Any other promotion to the title of Senior Tree Person is to be at the sole discretion of management or (for Senior Tree Person) a newly hired employee must have a minimum ten (10) years of experience in tree work with a proven track record of skilled, dependable, reliable performance and supervisory abilities.

Parking Attendant

The following is a listing of some of the types of work performed by employees in the above classification. It is not, in any sense, a complete listing of all work which is properly assignable to this classification.

1. Performs the routine work involved in the operations of a parking garage and the parking operations.
2. Monitor security system.
3. Monitor parking software, including ticket levels, car counts, equipment problems, and fill / empty ticket machines.
4. Keep parking garage clean, including equipment, signs, elevator, stairwells, pay-on-foot stations and office area. Shovels snow from parking area and sidewalk.
5. Assist customers with pay-on-foot machines, ticket machines, smart card machines and directions.
6. Physically monitor the garage.
7. Use, operate and maintain tools and equipment for accomplishing the work.
8. Maintain records and make reports.
9. All duties as assigned by the Director of Public Works, Superintendent of Parking Operations, and Assistant Superintendent of Parking Operations.

Requirements

1. Must be in good health and be free from physical and mental defects which would impair the proper performance of the required duties or which might endanger the health of oneself or others.
2. Must have a valid New Jersey or Pennsylvania Driver's License.