RESOLUTION
Mayor and Council of Princeton

BE IT RESOLVED that the Mayor and Municipal Clerk of Princeton are hereby authorized to execute the 2013-2015 PBA Local 130 agreement.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by Mayor and Council of Princeton at its meeting held July 8, 2013.

_____
Linda S. McDermott
Municipal Clerk

AGREEMENT

By and Between the

TOWN OF PRINCETON

And

PBA LOCAL 130, PRINCETON

January 1, 2013 through December 31, 2015

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PREAMBLE

THIS AGREEMENT, made this _____ day of _____ 2013, by and between:

THE TOWN OF PRINCETON, a Municipal Corporation in the County of Mercer, State of New Jersey (hereinafter referred to as the "Town" or "Municipality), and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL #130 (hereinafter referred to as the "PBA" or "Bargaining Unit").

WITNESSETH THAT:

WHEREAS, the parties have conducted collective bargaining negotiations concerning wages, benefits and certain other conditions of employment of the Patrol Officers, Detectives, Corporals, Sergeants, Lieutenants and Captains, who are regular members of the Police Department of the Town of Princeton; and

WHEREAS, the parties have agreed upon certain salaries, terms and conditions of employment and are desirous of reducing such agreement to writing;

NOW, THEREFORE, in consideration of the premises and mutual covenants, terms and conditions hereinafter set forth, it is agreed as follows:

ARTICLE I

RECOGNITION AND BARGAINING UNIT

(a) The PBA recognizes the Town as possessing statutory powers to establish a police department and force and provide for the maintenance, regulation and control thereof, to appoint such members, officers and personnel as it shall deem necessary, determine their terms of office, fix their compensation and prescribe their powers, functions and duties and adopt and promulgate rules and regulations for the government of the department and force and for the discipline of its members.

(b) The Town recognizes the PBA as the sole and exclusive bargaining agent all Patrol Officers, Detectives, Corporals, Sergeants, and Lieutenants who are regular members of the Police Department of the Town of Princeton, Mercer County, New Jersey.

(c) To facilitate the administration of this agreement, the PBA will designate one member of the bargaining unit as its representative and one member of the bargaining unit as its alternate representative for service of all notices and communications hereunder, and will notify the Town of their names and addresses. The designated representative (or in his/her absence, the alternative representative or PBA designee) shall be responsible for conducting all PBA grievances under Article XVII, and if requested by individual members will assist in individual grievances. Participation by the designated representative in the formal grievance procedure under Article XVII Section (a) will not result in loss of pay.

(d) Proposed new rules governing terms and conditions of employment shall be negotiated with the PBA before they are officially adopted. The Town will provide the PBA with a copy of any proposed new rules or modification of existing rules at least thirty (30) days prior to implementation. If the PBA desires to negotiate concerning the proposed rules, it shall give notice to the Town of its intention prior to the effective date.

ARTICLE II

ANNUAL SALARIES & LONGEVITY

A. Annual Base salary

1. Any employee hired prior to January 1, 2013 shall be subject to the following pay scale-

Year	**2013**	**2014**	**2015**
Academy	$55,245	$55,245	$55,245
Balance 1st Year	$61,543	$61,543	$61,543
After 1 year of Service	$69,027	$70,234	$71,568
After 2 years of Service	$75,436	$76,756	$78,214
After 3 years of Service	$81,845	$83,277	$84,859
After 4 years of Service	$88,252	$89,796	$91,502
After 5 years of Service	$94,660	$96,317	$98,147
After 6 years of Service	$101,076	$102,844	$104,798
After 7 years of Service	$105,700	$107,550	$109,593
Corporals	$112,777	$114,751	$116,931

2. Any employee elevated to the rank of **Sergeant** shall be subject to the following pay scale-

YEAR	**2013**	**2014**	**2015**
YEAR 1 (Entry Level)	$116,237	$118,271	$120,518
YEAR 2	$117,862	$119,925	$122,203
YEAR 3	$119,486	$121,577	$123,886
YEAR 4	$121,110	$123,229	$125,570
YEAR 5	$122,735	$124,883	$127,255

3. All salaries set forth in this provision and in Articles XVIII and XIX are retroactive to January 1,2013

4. It is understood that despite the pay scale implemented by this agreement, Ptlw. J. Gering and Ptlm. F. Pinelli will be initially placed at the final step within the pay scale and have a 2013 base salary of $105,700. They will then continue within the pay scale from that initial rate of pay.

5. It is also understood that despite the five (5) step salary scale pertaining to Sergeants, as outlined above, any employee of the former Princeton Township Police Department who held the rank of Sergeant, prior to January 1, 2013, and who had less than three (3) years in the position of Sergeant, shall be initially placed at step four (4) in the salary scale. It is further understood that any employee of the former Princeton Township Police Department who held the rank of Sergeant, prior to January 1, 2013, and who had three (3) or more years in the position of Sergeant, shall be initially placed at step five (5) in the salary scale. Current Sergeants and their placement on the grade in 2013 are listed in Appendix A.

6. Any employee hired after January 1, 2013 shall be subject to the following pay scale-

	2013	2014	2015
Academy	55,245	55,245	55,245
Balance 1st Year	61,543	61,543	61,543
After 1 year of Service	69,027	70,235	71,568
After 2 years of Service	72,360	73,626	75,024
After 3 years of Service	75,692	77,017	78,479
After 4 years of Service	79,024	80,407	81,934
After 5 years of Service	82,356	83,797	85,388
After 6 years of Service	85,689	87,189	88,845
After 7 years of Service	89,021	90,579	92,299
After 8 years of Service	92,353	93,969	95,753
After 9 years of Service	95,686	97,361	99,210
After 10 years of Service	99,018	100,751	102,664
After 11 years of Service	102,350	104,141	106,119
After 12 years of Service	105,700	107,550	109,593

B. Longevity

1. The annual salary of each employee in the bargaining unit who has been continuously in the employment of the Princeton Township, Princeton Borough, or the Princeton Police Departments or any combination thereof, and hired prior to January 1, 2013, shall be increased by a longevity increment as follows:

YEARS OF CONTINUOUS SERVICE, LONGEVITY INCREMENT

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

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

3. Any employee hired after January 1, 2013 shall not be entitled to a longevity increment.

ARTICLE III

NORMAL WORK WEEK

A. The term "regular hourly rate" as used in this contract shall mean the quotient resulting from the division of the annual base specified salary in section (a) Article II by the divisor 2080 (52x 40).

B. The normal work week for all police officers is forty (40) hours per week.

C. Patrol Bureau Schedule

The normal work day for all police officers assigned to patrol duties in the Patrol Bureau is twelve (12) hours per day and the Patrol Bureau schedule will be a 2 on/2 off - 3 on/2 off - 2 on/3 off schedule, which is commonly referred to as the "Pitman Schedule." For police officers assigned to the Patrol Bureau, normal working hours shall consist of a twenty-eight (28) day duty cycle, during which the officer assigned to shift duty shall work fourteen (14) normal days and be off for fourteen (14) days.

D. Compensatory Time

1. Each officer assigned to a 28 day cycle per year (13.04 cycles per year) of shift duty shall be entitled to one hundred ten (110) hours of compensatory time per year in order that the shift work be equivalent to that which would have been worked in a forty (40) hour work week year. Officers must use thirty-six (36) hours of compensatory time by July 1st of the calendar year.
2. It is understood that officers will be provided with training during normal work hours, and if no training time can be provided during an officer's normal work hours, officers will be compensated accordingly in the form of compensatory time, hour for hour, which shall be immediately added to their time bank.
3. Any officer transferred to the 28 day duty cycle of shift duty from another bureau within the police department shall immediately receive compensatory time provided on a pro-rated basis.

E. On-Call/Standby Time

1. There shall be an on-call officer assigned to each twelve (12) hour patrol shift. On-call shall be in accordance with Departmental General Orders. It is understood that the officer listed on-call shall remain on-call for the entire patrol shift. Each officer

assigned to the Patrol Bureau and who is assigned to the on-call rotation shall receive an additional thirty-six (36) hours of compensatory time.

2. Sergeants assigned to the Patrol Bureau will not be provided with the thirty-six (36) hours of compensatory time, because they will not be placed in the on-call rotation.
3. Officers will be given the one hundred ten (110) hours of compensatory time and the thirty six (36) hours of on-call time, provided in the form of compensatory time, for a total of one hundred forty six (146) hours of compensatory time. Officers shall receive the one hundred forty six (146) hours of compensatory time at the beginning of each calendar year (January 1st).

F. Carry Over Time

Officers will be permitted to carry over a total of forty-eight (48) hours of any combination of unused time off, excluding personal time, to the following calendar year. The time off that was carried over from the previous year will be converted to "Carry-Over Time" and be classified as such in the POSS Scheduling System. It is understood that the officer must use the Carry-Over Time within the following year. Any unused Carry-Over Time that is not used by the end of the calendar year will be forfeited.

G. In-Service Training

Each officer assigned to the twelve (12) hour patrol schedule who attends training on a regularly scheduled work day, shall be credited for a full day's work whenever attending a training session of eight (8) hours or more in duration. On those regularly scheduled work days when an officer attends a training session that is scheduled for less than eight (8) hours, the officer will be required to return to work and complete his/her shift. Officers attending one (1) or two (2) week courses will not receive any additional compensation or compensatory time for attending school on their days off

I. Schedule Changes

The Chief of Police or other officer having charge of the Police Department is empowered to make changes in the schedules of assigned duties of all police officers whenever necessary, provided that any employee whose schedule is changed shall receive at least eighty-four (84) hours notice before said change is implemented. This eighty four (84) hours requirement does not apply to Detectives and Specialty Unit officers whose schedules are changed based upon workload and other mitigating factors, which are

changes caused by situations occurring beyond the normal control of the police department, but do not include manpower shortages created by sickness. In the event of manpower shortage created by sickness, then the on-call officer shall be responsible for covering the shift. If, by reason of schedule changes, it becomes necessary to summon to duty or to keep on duty members of the department other than during their regularly scheduled duty assignments, they shall be compensated for all duty performed above and beyond the normal work day by extra duty pay as set forth in Article IV, Section A & E.

ARTICLE IV

COMPENSATION FOR OVERTIME

A. Overtime Pay

Police Officers who incur additional duty beyond the normal hours of employment shall receive time and one-half pay which shall be calculated at an hourly rate equal to one and one-half (1½) times the employee's regular hourly rate.

B. Court Time

Appearances as a witness (other than during the officer's regular scheduled duty assignment) before any municipal, county, state or federal court or the New Jersey Division of Motor Vehicles on behalf of the Princeton Police Department or appearances as a witness pursuant to a subpoena of any court or agency to give testimony arising out of the employment of a police officer by Princeton Police Department, will entitle the officer to a minimum of two (2) hours overtime pay.

C. Remaining on Duty

Police Officers who are required to remain on duty at the end of their scheduled duty assignments shall be compensated for such services by overtime pay as defined in section A above.

D. Call Back Time

1. Employees assigned to the Patrol Bureau, and to a rotating work schedule as defined in Article III(C), who are subject to being "on-call" shall be compensated at an hourly rate equal to two (2) times their normal hourly rate on those occasions that they are posted "on-call" and are then recalled to duty.
2. If the officer listed "on-call" is recalled to duty, than that officer may seek a replacement that is willing to cover the vacated shift. That officer will have the same opportunity for compensation, at a rate equal to two (2) times their normal hourly rate, for covering the shift. It will be the responsibility of the original officer listed on-call to notify the OIC of the affected shift of the potential replacement, and to have that officer entered into the POSS Scheduling System to be reflected accordingly.

3. Any officer who has been recalled to duty shall be paid for a minimum of four (4) hours.
4. Those officers who serve on the Serious Accident Response Team (SART) and are called into duty as a result of a serious motor vehicle collision requiring advanced traffic control and/or specialized accident investigation shall be entitled to an hourly rate equal to two (2) times their normal hourly rate.
5. Sergeants who are recalled to duty in order to fill a vacancy caused by the absence of another Sergeant shall be entitled to an hourly rate equal to two (2) times their normal hourly rate.

E. Extra Duty Pay

1. All employees in the bargaining unit shall be compensated for the services such employees volunteer to provide to individuals, groups, clubs, institutions and others, for which payment is made to the Town by those receiving the service, and which service the Town is not expected or obligated to provide as a normal police function (e.g., traffic duty at private parties, club dances, security duties, police duty at athletic and cultural events at Princeton University and other educational institutions, etc.). All employees in the bargaining unit shall be compensated for extra work performed after the effective date of this contract at the rate of one and one-half (1 1/2) times the officer's hourly rate.
2. Private parties are required to cancel extra duty assignments no less than six (6) hours prior to the time such assignments were to begin. Any officer scheduled to work will receive two (2) hours pay by the cancelling private party prior to arrival on the assignment. After arrival on the assignment the scheduled officer shall receive four (4) hours pay by the cancelling private party. Employees in the bargaining unit shall be compensated for this extra work at the overtime rate for the individual officer performing the work.
3. Officers working an extra duty assignment shall receive a minimum of four (4) hours pay, regardless if the extra duty assignment is completed in less time.

F. Civil Disturbances

Whenever a civil emergency is found and proclaimed to exist pursuant to the former Princeton Township Code Section 5A-1, the Chief of Police or other officer in charge shall prepare and post a list of all members of the Department summoned to emergency duty. All members of the Department named on the list shall be entitled to receive extra duty pay for time on duty beyond the normal work day or beyond the normal work week. All members of the Department called back from off-duty status shall be paid for a minimum of four (4) hours at the extra duty rate.

G. Overtime Payments

Overtime payments for overtime, extra duty and extra work shall be made on the pay date following the recording of the overtime compensation voucher in the Payroll Office and no later than two (2) pay periods from the date the overtime was actually worked.

H. Sell Back Time

Employees of the bargaining unit shall be entitled to "sell back" to the Town up to one hundred-four (104) hours of unused holiday time per calendar year. To receive payment the officer must submit a voucher to the Payroll Office at any time during the year. The officer shall be paid the officer's straight time hourly rate for any time sold back to the Town.

I. Out of Rank Assignment

1. When any member of the PBA is assigned by the Chief of Police in an acting capacity to perform work of a higher rank, the employee so assigned in an acting capacity shall be paid at the higher rate of pay beginning on the 1st hour of the 1stcalendar day he/she is so assigned in an acting capacity, and again each and every time thereafter that the member acts in that higher rank. Higher pay shall be determined by Article II (A) as defined above, based on the particular assignment made by the Chief of Police.
2. There would have to be no Patrol Sergeant working on the shift, as well as no Patrol Corporal working on the shift, in order for the officer of the next highest rank, serving in the role of "Officer-In-Charge," to be eligible for pay under "out of rank assignment." The "Officer-In-Charge" would then be entitled to Corporal pay.
3. When any member of the PBA, holding the rank of Sergeant, is assigned by the Chief of Police to serve in an acting capacity to perform the duties of a Lieutenant,

than that member shall be entitled to higher pay, specifically the pay rate for Lieutenant, as defined under Article XVII(A).

J. Field Training Officer (FTO)

1. A Field Training Officer is any officer who has been assigned by the Chief of Police whose duties will be to directly supervise and train probationary Police Officers while in their field training period.
2. When any member of the bargaining unit is called upon to serve as a Field Training Officer, the employee shall be compensated with a stipend of $250.00 when the employee accumulates forty eight (48) hours of FTO training time.

K. Physical Testing Stipend

1. Each member of the bargaining unit shall be subject to completion of physical fitness testing twice per calendar year unless the employee is medically excused from part or all of the testing.
2. Any employee who successfully passes all physical fitness standards on any given test during a calendar year shall be paid a $450.00 lump sum bonus.
3. Payment shall be made no later than the first pay period following completion of the test.
4. The Physical Fitness Test employed by the Police Department as a means for evaluating the fitness level for all officers will be the Cooper Institute Physical Fitness Standards for Public Safety Work.

L. Specialty Pay

Each employee assigned to the position and duty of Detective shall receive an additional allowance of $2,400 per year for as long as such assignment continues. It is understood that if a Corporal is assigned to the Detective Bureau, they will not receive any specialty pay for the assignment. Specialty pay compensation shall be paid as part of the regular paycheck. If an employee is transferred to the Detective Bureau at any point during the calendar year, than that employee shall receive a pro-rated portion of the specialty pay.

ARTICLE V

HOLIDAYS AND PERSONAL LEAVE

A. Legal Holidays

Each employee of the bargaining unit shall be entitled to receive one hundred four (104) hours of paid holiday time during any calendar year as days off scheduled and approved by the Chief of Police or his/her designee. Officers shall be provided with one hundred four (104) hours of holiday time at the beginning of the calendar year (January 1st).

B. Additional Holidays

1. The Town agrees that if any additional paid holidays are granted to other employees of the Town, then all employees covered by this Agreement will also be granted an equal number of additional paid holidays in accordance with section (A) above.
2. In the event that municipal offices are closed as a result of inclement weather, including but not limited to a snow storm, hurricane, or other event, than the employees of the bargaining unit who report for duty on the given day shall be provided with holiday time or another classification of time off.
3. This shall also include the release of other Town employees for a funeral or other civic event for which police officers on duty will receive commensurate time off.

C. Personal Leave

Each employee of the bargaining unit shall be entitled to twenty four (24) hours of personal leave during any calendar year. Personal leave shall be scheduled in advance and be approved by the Chief of Police or his/her designee. Personal leave shall not be scheduled for use in conjunction with vacation periods or any other periods of paid leave except for funeral leave or when provided with permission by the Chief of Police. Personal leave shall not be unreasonably withheld from any officer. No employee shall be required to state a reason for taking such leave except when requesting emergency personal leave to be used in conjunction with other paid leave.

D. Special Olympics & Police Unity Tour Leave

1. The Employer agrees to grant up to a total of four (4) days off per year to the negotiations unit to permit officers to provide services to the Special Olympics, subject to the approval of the Chief of Police, or in his/her absence, the next ranking superior officer, based on the reasonable scheduling needs of the Department. The Officers who provide services to the Special Olympics under this provision shall be excused from their normal work assignments with no loss of pay, provided that they notified the Chief of Police and received approval, as set forth above.
2. The Employer further agrees that the members of the bargaining unit can elect to substitute Special Olympics Leave for participation in the annual Police Unity Tour. The Employer agrees to grant up to four (4) days off per year to officers who are participating, subject to the approval of the Chief of Police, or in his/her absence, the next ranking superior officer, based on the reasonable scheduling needs of the Department. The Officers who participate in the Police Unity Tour under this provision shall be excused from their normal work assignments with no loss of pay, provided that they notified the Chief of Police and received approval, as set forth above.
3. Employees shall be entitled to time off as set forth above for only one event during any given calendar year, whether it include providing services for the Special Olympics or participating in the Police Unity Tour.

ARTICLE VI

FUNERAL LEAVE

A. Members of the bargaining unit shall be entitled to funeral leave with pay to attend funerals in the following circumstances:

1. In the event of the death of a member of the employee's immediate family or the death of any other relative of the employee who resides with the employee, the employee will be granted a leave of absence with pay from the day of death to the day of burial, inclusive, not to exceed a maximum of five working (5) days. "Immediate family" shall include husband, wife, domestic partner, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, brother, grandmother, grandfather and grandchild.
2. In the case of death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, and cousins of the first degree, niece, or nephew of an officer's spouse, grandparents, aunt or uncle of an officer's spouse, up to a maximum of two (2) working days, provided the employee attends the funeral.
3. One working day may be used within a three (3) month period to conduct any type of business pertaining to the deceased.
4. "Working day" refers to either an 8-hour day or 12-hour day depending on the employee's schedule.

ARTICLE VII
VACATIONS

All members of the bargaining unit shall be entitled to annual vacation with pay as follows:

Service	Vacation Time
Less than one year of service if employed before July 1 and after completing a minimum of three (3) months of continuous service	40 hours
After completion of one (1) year of continuous service	120 hours
After completion of five (5) years of continuous service	156 hours
After completion of ten (10) years of continuous service	180 hours
After completion of fifteen (15) years of continuous service	216 hours
After completion of twenty (20) years of continuous service	240 hours

Vacation time shall be selected and approved in accordance with Princeton Police Department General Order *ppd2-20.*

ARTICLE VIII

PBA CONVENTIONS AND PBA DAYS

A. Members of the bargaining unit who are selected as duly authorized representatives of the PBA will be granted leaves of absence with pay to attend a national or state convention of such organization as follows.

1. The number of members of the bargaining unit granted leave pursuant to N.J.S.A. 40A:14-177 shall not exceed 10% of the number of active members of the Princeton Police Department. The President of the PBA shall notify in writing the Town Administrator and Chief of Police of the names of members appointed as duly authorized representatives, and the names of all officers of the local selected to attend the convention, not less than two (2) weeks in advance of any convention. A member who fails to return to work promptly upon the expiration of the authorized leave shall be subject to disciplinary action in accordance with departmental rules and regulations.
2. The designated PBA delegate, or in his/her absence, the designated PBA alternate delegate, shall be permitted to attend monthly state PBA meetings, not to exceed twelve (12) per year, on a one (1) day per month basis. It is understood that the PBA Delegate will provide to the police administration the dates of all monthly State PBA meetings by January 1st of the calendar year so that the intended dates can be scheduled in advance to avoid any potential conflicts.
3. The PBA President or his/her representative shall be granted reasonable time while on-duty during the course of the business day to conduct union business as well as present, discuss, or adjust grievances which may occur at any time during the work day.
4. PBA officers and members of the negotiation team will be provided up to three (3) days to attend the NJSPBA Annual Collective Bargaining Seminar.

ARTICLE IX

UNIFORMS, CLOTHING ALLOWANCE, & DRY CLEANING

A. All Police Officers

Each member of the Department shall be furnished as needed with the standard police uniform including the standard gun and ammunition. The Police Administration or the Town will not unreasonably deny requests for uniform repair and replacement on a yearly basis.

B. Detectives and those officers assigned as plain-clothes Administrative Personnel

1. Each member of the bargaining unit assigned to the Detective Bureau or other duty assignment that would require them to wear plain clothes business attire shall be entitled to receive an annual clothing allowance of $1900.00 per year.
2. If an officer was assigned to administrative duties requiring them to wear plain clothes business attire or assigned to the Detective Bureau for a period of 8 months continually, from calendar year to calendar year, then they shall receive their clothing allowance of $1900.00 in January of the current calendar year.
3. It is understood that if an officer is transferred to the Detective Bureau during the calendar year, then that officer shall receive a clothing allowance as follows-
    a.) $950.00 immediately made available to the employee
    b.) $950.00 at the start of six (6) months and one (1) day.

C. Dry-Cleaning

It is understood that the cost of dry cleaning the police uniforms shall be borne by the Town. In addition to police uniforms, the employer shall also pay for the cost of dry cleaning business attire belonging to officers assigned to plain clothes administrative duties and Detectives.

ARTICLE X

HOSPITAL AND MEDICAL INSURANCE

A. Enrollment is in the State Health Benefits (SHBP) for medical insurance and prescription insurance for employees and their eligible dependants defined by the SHBP. Eligibility is effective sixty days after the date of hire.

1. The Town will pay for coverage for employees and eligible dependents. Employees may enroll in any of the health benefit programs offered by the SHBP.
2. The Town may substitute for the above specified health benefit programs such alternative carriers or programs as may continue to provide the same or better benefits, subject to negotiations with the Union.
3. As of May 22, 2010 and upon the expiration of any applicable binding collective negotiations agreement in force on that date, employees shall pay an amount as set forth in P.L. 2011, Chap. 78 (NJSA 52:14-17:28, et. seq.) notwithstanding any amount that may be required additionally pursuant to this paragraph by means of a binding collective negotiations agreement.
4. An employee who becomes a member of a State or locally-administered retirement system on or after May 22, 2010 shall pay in retirement an amount pursuant to P.L. 2010, C 2 (NJSA 52:14-17:28, et. seq.), notwithstanding any other amount that may be required additionally pursuant to this paragraph by means of a binding collective negotiations agreement.

B. Any member of the bargaining unit who elects to obtain health insurance coverage through his/her spouse, and not through the Town, shall be paid a sum, which is to be determined by P.L. 2011, Chap. 78 (NJSA 52:14-17:28, et. seq.). Such payment shall be made in two installments during the calendar year. The first payment shall be made no later than the first pay period in June, and the second payment shall be made no later than the first pay period in December. In addition, in order to participate in the program, an employee must show proof of insurance prior to the issuance of the payment. This proof of insurance must be done on a yearly basis.

C. The Town will continue to provide dental coverage for the employees and their eligible dependants as defined by the insurance carrier. Members of the bargaining unit shall receive at least sixty (60) days notice of any intended change in dental coverage.

D. The Town recognizes same-sex domestic partners as eligible dependents for pension purposes only under the Domestic Partnership Act, Chapter 246, P.L. 2003 and to

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

E. Retiree Medical Coverage

1. Employees who retire from the Town, who have twenty-five (25) years of credited service in the Police and Firemen's Retirement System will be provided with the Medical Insurance Plan benefits as set for in Article X section A herein for themselves and eligible dependants who are covered by the Plan at the time of retirement, until the death of the retiree, at which time dependants are eligible to purchase health benefits under COBRA.
2. Employees who retire from the Town who have twenty-five (25) years of credited service in the Police and Firemen's Retirement System shall be provided with a prescription plan for themselves and eligible dependents.
3. Coverage is limited to the same persons who are covered at the time of retirement, and only to the extent that the retiree and those same dependents are eligible under the rules of the plan for the type of coverage in effect at the time of retirement until the death of the retiree at which time dependents are eligible to purchase prescription benefits in the same way as the health benefits through COBRA.
4. Furthermore, no coverage will be provided during the period when medical coverage is furnished the retiree from another source. The retiree is responsible for notifying the Town at the state of such coverage and at its termination.
5. A retired employee and spouse and/or dependents eligible for Medicare coverage by reason of age or disability must be enrolled in both Part A (Hospital Insurance) and Part B (Medical Insurance). Both parts of Medicare are available from the Social Security Administration. Upon enrollment in Medicare, the Town's health benefit plan becomes the secondary provider to Medicare. Proof of that enrollment, a photocopy of the Medicare card(s), must be submitted to the Town in order to remain enrolled in any of the Town's health benefit plans. In addition, evidence of enrollment must be provided to the SHBP. Failure to enroll in both parts of Medicare when eligible will result in the retiree's and/or dependant's coverage being terminated. If coverage is terminated because of non-enrollment in Medicare Parts A and B, coverage may be reinstated upon the Town receiving proof of full Medicare enrollment. Coverage will be reinstated effective the month following receipt, not retroactively.

6. Any retired member of the former Princeton Borough Police Department, who retired prior to January 1, 2013, shall be provided with the Medical Insurance Plan benefits as set for in Article X Section A herein for themselves and eligible dependents who are covered by the Plan at the time of retirement, until the death of the retiree, at which time dependents are eligible to purchase health benefits under COBRA. That retired member shall adhere to all terms within this agreement as it pertains to retiree medical coverage.
7. Any retired member of the former Princeton Township Police Department, who retired prior to January 1, 2013 shall be eligible for the following medical insurance reimbursement program-

   a.) In order to be eligible for the medical reimbursement program, an officer must retire with twenty-five (25) years of service in PFRS, of which at least twenty (20) years of service must be with Princeton Township.

   b.) The Town will provide reimbursement payments to eligible retirees on a quarterly basis up to the amount shown in the reimbursement payment schedule below.

Type	2013 +
Single 65 +	$6,250/year
Two Adults 65 +	$12,500/year
Single Under 65	$8,950/year
Parent/Child(ren)	$14,700/year
Two Adults	$19,650/year
Family	$20,850/year

   c) It is understood that in order to be eligible for the reimbursement payments, the retiree must furnish proof on a quarterly basis of health insurance purchase by providing the Town Administrator's office with a copy of the insurance premium billings. Included is hospital, medical, prescription drug, Medicare B and/or dental. Vision care is included if part of a health plan premium, but not a standalone program. Failure to provide such proof within a reasonable time will result in the loss of these benefits.

   d.) It is understood that if the retiree's quarterly premium is less than the amount in the quarterly reimbursement schedule, the retiree will receive the actual premium amount. In no case will the quarterly reimbursement payment exceed the actual quarterly premium.

e.) It is understood that the retiree will deal directly with the carrier to arrange individual coverage based on currently available health insurance conversion packages. It is further understood that these insurance conversion options are offered by the carrier, not the Town, and are subject to change without notice.

ARTICLE XI

UNREIMBURSED MEDICAL EXPENSES

A. Each member of the bargaining unit must receive a physical examination periodically, the frequency of which is to be determined by competent medical advice. The Town shall reimburse the member of the bargaining unit annually for said physical, as set forth below in paragraph B. It is understood that the employee will have the option to use the remainder of the allowance thereof given by the Town towards unreimbursed expenses. These medical expenses can be reimbursed for office visits to doctors or dentists, vision care, medical procedures, hospital bills, advanced physicals or medical tests, costs associated with medical prescriptions, other procedures not covered by medical insurance, as well as satisfying the medical insurance deductible; for the employee and/or his/her dependents only in that year. Payment shall be made upon the presentation of appropriate bills or receipts. The employee can only submit for expenses incurred during that specific calendar year. Receipts and/or bills must be submitted by the end of the year in order to be eligible.

B. 1. All employees hired prior to January 1, 2013, shall be entitled to a medical reimbursement of $900.00 in 2013, 2014, 2015, and every year thereafter.

   2. All employees hired after January 1, 2013, shall be entitled to a medical reimbursement of $450.00 in 2013, 2014, 2015, and every year thereafter.

ARTICLE XII

SICK LEAVE AND FAMILY LEAVE

A. Sick Leave

1. All members of the bargaining unit are entitled to unlimited paid sick days to be used for personal illness or emergencies.
2. Members of the bargaining unit shall also be entitled to a maximum of eighty four (84) hours per year of paid sick leave to be used for family illness and emergencies. The family illness provision is for immediate family members residing in the same home, domestic partners, individuals to whom the employee has "Power of Attorney" over, or for whom the officer has other legal guardianship—covering injury, medical quarantine and treatment, which cannot be otherwise scheduled during normal work hours.
3. An employee normally assigned to a twelve (12) hour workday shall receive an additional twelve (12) hours of holiday time for every four (4) consecutive month period during which no sick time is used. The employee shall have the time credited at the end of each four (4) month period.
4. An employee normally assigned to an eight (8) hour workday shall receive an additional eight (8) hours of holiday time for every four (4) consecutive month period during which no sick time is used. The employee shall have the time credited at the end of each four (4) month period.

Nothing contained in this provision shall be construed as conflicting with any employee rights under the Federal Family and Medical Leave Act and the New Jersey Family Leave Act.

B. On-Duty Injury

1. An employee injured in the performance of his/her police duties shall receive full salary during his/her convalescence in accordance with N.J.S.A. 40A:14-137. Any

such work-connected injury convalescence time shall not be charged against his/her sick leave allowance in (A).

2. When an award under Worker's Compensation is made to the employee, whether for illness or for injury, the Town will pay the employee the difference between the compensation payment and his/her full pay during the period of his/her convalescence.

ARTICLE XIII

TERMINAL LEAVE

A. Provided an employee has had twenty (20) or more years of continuous service with the former Princeton Township or Princeton Borough, Town of Princeton, or any combination therein, and is eligible for Police and Fire Retirement System service related retirement, he/she shall be entitled to the option of either of the following:

1. Be granted terminal leave with pay, totaling sixteen (16) hours per year for each year he/she has worked;
2. Be granted 240 hours of terminal pay after twenty (20) years of PFRS service, and 12 hours for each additional year of service. Payment is to be made to the employee upon separation.
3. Be granted 300 hours of terminal pay after 25 years of PFRS service, and 12 hours for each additional year of service, with a maximum of 360 hours. Payment is to be made to the employee upon separation.

B. It is understood that any employee eligible for terminal leave has the option of receiving said terminal leave as outlined in either of the options listed above, under Article XIII A section (1) (2) and (3), during the 2013 and 2014 calendar years. It is further understood that effective January 1, 2015, employees covered under the bargaining agreement are only eligible for terminal leave as defined under Article XIII A section (2) and (3).

C. Terminal leave shall not be granted to any employee who retires while a disciplinary proceeding is pending or is in lieu of pending disciplinary proceedings.

ARTICLE XIV

IN-SERVICE TRAINING

1. The cost of all police training courses, seminars and conferences authorized by the Chief of Police and/or Town Administrator will be borne by the Town.

2. The Town of Princeton will contribute up to the sum of $3500.00 in 2013, 2014, 2015 and each year thereafter for any non-reimbursed tuition and fees; also for any room, board and travel expenses, as well as any books or other course related material, so long as:
   A. Such fees are documented and requisite to being in good standing and actually are incurred by any police officer who continues his/her education in the study of subjects relating to police work and the police profession;
   B. Such course or courses have been approved for such contribution by the Chief of Police which approval shall not be unreasonably denied;
   C. The officer receives a passing grade in the course.

3. Members of the bargaining unit shall be afforded appropriate time off to attend such courses if the course falls on the officer's regular work day as defined in Article III(G) of this agreement.

4. Notwithstanding anything to the contrary above, the Town shall make the reimbursement as soon as reasonably possible after receipt of documentation. The Town shall not withhold payment pending actual receipt of proof of grades.

5. Employees who attend annual training as called or scheduled by the Chief of Police and/or their designee, which may occur during their non-working hours, shall be compensated for such attendance with compensatory time. This is initially referenced in Article III D (2) of this agreement.

ARTICLE XV

PUBLIC LIABILITY INSURANCE COVERAGE

The Town shall keep in force and effect during this Contract a policy of public liability insurance which includes coverage on each and every member of the bargaining unit during the course of his/her employment. Such insurance includes the liability coverage for bodily injury or property damage to third parties arising out of the operation of Town automobiles and vehicles.

Such insurance now includes: liability coverage for damages to third parties arising out of the false arrest, detention or imprisonment committed by members of the bargaining unit during the course of their employment. The Town will endeavor to continue such coverage in effect so long as it continues to be available for purchase at a reasonable premium.

Nothing herein shall in any way relieve any employee of Princeton Police Department from his/her own liability to the Town for negligent or intentional damage to property, equipment or vehicles owned by Princeton; nor shall insurance be provided by the Town against such negligent or intentional damage by Town employees. Police officers shall be subject to the Town procedures and regulations governing loss and damage to Town owned property as provided in the Town Personnel Manual.

ARTICLE XVI

DEFENSE OF CERTAIN LEGAL PROCEEDINGS

Whenever a member or officer of the Princeton Police Department is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties, the governing body of the Municipality shall provide said member or officer with the necessary means for the defense of such actions in accordance with N.J.S.A. 40A:14-155.

ARTICLE XVII

GRIEVANCE PROCEDURE

A. The purpose of this procedure, is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. With regard to employees, the term "grievance" as used herein, means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements and administrative decisions affecting them. With regard to the Town, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or ordinance or general orders or special orders or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

STEP 1. An individual employee or the PBA shall submit the grievance or dispute to the Chief of Police in writing within fourteen (14) working days after the later of either the date of the

occurrence or the date upon which the employee or the PBA could reasonably have had notice of the occurrence. The Chief of Police shall attempt to adjust the matter and shall respond in writing to the employee or his/her representative within five (5) working days thereafter.

STEP 2. If the grievance has not been adjusted satisfactorily under Step 1 in the time limited there under, it may be presented in writing by the PBA or by the individual employee to the Town Administrator or his/her designee within ten (10) working days of the response of the Chief of Police or within ten (10) days after such expiration of the time without decision. The Administrator or his/her designee shall respond in writing to the grievance within ten(10) days after submission.

STEP 3. If the grievance is not resolved under Step 2 within the time limited there under, the employee or the PBA may submit, through the Township Clerk, the grievance in writing to the Princeton Town Council within ten (10) working days after such expiration of the time without decision. Discussions with interested persons shall be held by the Town Council at its own request or at the request of the employee or the PBA. The Town Council shall issue its decision in writing within twenty (20) days after submission of the grievance to it.

STEP 4. If the grievance is not resolved under Step 3 above within the time limits there under, only the PBA or the Town shall have the right to submit the grievance or dispute to final and binding arbitration. The arbitrator shall be appointed in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission. The arbitrator's decision shall be in writing and shall be final and binding on the parties. Costs for the arbitrator shall be shared equally by the parties regardless of the disposition of the grievance; provided, however, that any witness fees or counsel fees or any other costs shall be borne solely by the party incurring the same.

(b) General Provisions

If the formal procedure outlined in subsection (a) is not commenced or if any appeal is not taken up within the respective periods of time limited by subsection (a), then such grievance shall be deemed abandoned, and no further appeals shall be had thereon.

ARTICLE XVIII
LIEUTENANTS

A. Salary

The annual base salary for the members of the bargaining unit elevated to the rank of Lieutenant is shall be set forth in the schedule outlined below-

2013- $141,145

2014- $143,615

2015- $146,343

B. Overtime

All Lieutenants in the bargaining unit shall receive a stipend to cover all overtime hours. The stipend shall be an amount equal to 6% of their respective base salary. This stipend will be paid on a pro-rata basis as part of annual base salary in the normal paycheck. However, this provision will not include extra duty assignments. In the event that a Lieutenant works an extra duty assignment, they shall be compensated for extra work performed after the effective date of this contract at the rate of one and one-half (1 1/2) times the officer's hourly rate.

C. On-Call/ Stand-By Time

Standby time shall be at the rate of $2,400 per year. This covers all of the standby time during the weeks that the officer is on standby.

D. Compensatory Time

All Lieutenants in the bargaining unit shall be provided with forty (40) hours of Compensatory Time at the beginning of the year (January 1st). This time is in lieu of shift differential for working nights, weekends, and all other required supervisory shifts.

E. Holiday Time

Lieutenants in the bargaining unit shall be entitled to one-hundred four (104) paid hours of holiday time annually. Lieutenants shall be paid for all one hundred four (104) hours of holiday time in their regular salary pro-rata.

F. Normal Work Week

The normal work week for Lieutenants shall be forty (40) hours per week.

G. Miscellaneous

Except as specified above, all other terms and conditions of this Agreement apply to Lieutenants.

ARTICLE XIX

TERM OF THE AGREEMENT

This Agreement shall be effective as of the first day of January, 2013, and shall run through December 31, 2015 and shall be renewed from year to year thereafter unless either party shall notify the other in writing at least one-hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin by the party giving the notice submitting a proposal to the other party not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiation of any modification of the contract, notwithstanding the anniversary date.

ARTICLE XX

NEGOTIATION OF MODIFICATIONS

The negotiation of modification of this Agreement shall be conducted on behalf of the Town by a person or persons not to exceed four (4) to be designated by the Town Council. Negotiations shall be conducted on behalf of the PBA by a negotiating Committee consisting of not more than four (4) members of the bargaining unit. Members of the negotiating committee will be permitted to participate in negotiating session's without loss of pay.

IN WITNESS WHEREOF, the parties hereto have caused this collective bargaining agreement to be signed and attested by the proper officials and have hereunto set their hands on this ____day of _____, 2013.

TOWN OF PRINCETON

Attest:

_____

Linda S. McDermott, Town Clerk

_____

Liz Lempert, Mayor

Attest:

_____

PBA LOCAL #130

_____

Matthew Solovay, Representative

_____

Benjamin Gering, Representative

_____

Michael Cifelli, Representative

_____

Christopher Morgan, Representative