

AGREEMENT

**By and Between the Municipality of
Princeton**

And

Princeton FMBA Local 72

**May 1, 2020 through
December 31, 2025**

TABLE OF CONTENTS

	Page #
PREAMBLE.	1
SECTION 1 RECOGNITION.	1
SECTION 2 DURATION	2
SECTION 3 NON DISCRIMINATION.	2
SECTION 4 MEDICAL, PRESCRIPTION AND DENTAL COVERAGE	3
SECTION 5 PENSION CONTRIBUTION	7
SECTION 6 UNIFORMS	7
SECTION 7 JOB DESCRIPTION	7
SECTION 8 PROBATIONARY STATUS	8
SECTION 9 ANNUAL SALARIES.	9
SECTION 10 MAINTENANCE OF OPERATIONS.	10
SECTION 11 SENIORITY	11
SECTION 12 VACATION	11
SECTION 13 HOLIDAYS	12
SECTION 14 HOURS OF DUTY AND OVERTIME.	13
SECTION 15 COMPENSATORY TIME	14
SECTION 16 SICK LEAVE, PERSONAL TIME AND FAMILY LEAVE.	14
SECTION 17 MUTUAL EXCHANGE OF TOURS..	15
SECTION 18 WORKPLACE INJURIES.	15
SECTION 19 BEREAVEMENT LEAVE.	16
SECTION 20 TRAINING AND EDUCATION.	17
SECTION 21 PERSONNEL FILES	18
SECTION 22 GRIEVANCE PROCEDURE.	19
SECTION 23 DEFENSE OF CERTAIN LEGAL PROCEEDINGS.	20
SECTION 24 ASSOCIATION RIGHTS AND BUSINESS LEAVE	21
SECTION 25 DUES CHECK OFF	22
SECTION 26 MANAGEMENT RIGHTS	22
SECTION 27 MILITARY LEAVE	23
SECTION 28 SAVINGS CLAUSE	24
SECTION 29 ENTIRE AGREEMENT	25
SECTION 30 PROMOTIONS	25

PREAMBLE

This Agreement made and entered into this ____ day of _____, 2022, by and between the MUNICIPALITY OF PRINCETON, in the County of Mercer, a Municipal Corporation in the State of New Jersey (hereinafter referred to as the "Municipality"), and the Firefighters Municipal Benevolent Association Local No. 72 (hereinafter referred to as the "Union" or "FMBA"), represents the complete and final understanding on all issues negotiated between the Municipality and the Union and is designed to maintain and promote a harmonious relationship between the Municipality and such of its employees who are covered by Section 1, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE 1

RECOGNITION

- 1.1 The Municipality hereby recognizes the FMBA as the sole and exclusive representative for purposes of collective negotiations for all regularly employed full time rank and file firefighters employed by Princeton.
- 1.2 Excused from Section 1.1 are the following:

Managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, police, casual employees; superior fire officers; per diem part-time firefighters; and all other employees of the Municipality of Princeton.
- 1.3 Unless otherwise indicated, the terms "employee", or "employees" when used in this Agreement, refer to all persons represented by the Association in the above defined negotiating unit.

ARTICLE 2

DURATION

- 2.1. The Municipality and the FMBA agree on the duration of the Agreement shall be a period for a period commencing May 1, 2020 and ending December 31, 2025. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the expiration date until the parties have mutually agreed to a successor agreement. Firefighters hired prior to May 1, 2020 shall be given credit for their date of hire for purposes of the probationary period and the salary guide. Upon expiration of the term of this agreement all salaries will remain frozen at 2025 rates, except as set forth in Article 9, pending completion of collective negotiations for a new agreement.

ARTICLE 3

NON-DISCRIMINATION

- 3.1. There shall be no discrimination against any employee because of race, color, creed, age, sex, marital status, membership or non-membership in any employee Association or Local, for participation or lack thereof in legal association activities, national origin, political belief, service in the armed forces, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, gender identity or expression, disability or atypical hereditary cellular or blood trait, or any other characteristic protected by law.
- 3.2 There shall be no discrimination against any employee because of union affiliation or

activity or political affiliation or activity, except as is consistent with State and Federal law.

ARTICLE 4

MEDICAL, PRESCRIPTION AND DENTAL COVERAGE

- 4.1 A. Bargaining unit members shall be entitled to health insurance and prescription coverage through the New Jersey State Health Benefits Plans (SHBP. Eligibility for enrollment in the SHBP for medical insurance and prescription insurance for employees and their eligible dependents as defined by the SHBP is effective sixty days after the date of hire.
1. The Municipality will provide coverage for employees and eligible dependents. Employees may enroll in any of the health benefit programs offered by the SHBP.
 2. The Municipality may substitute for the above specified health benefit programs such alternative carriers or programs as may continue to provide the same or similar benefits. In the event the PBA agrees to a change in health benefit programs or insurance carriers the FMBA agrees to such changes. Any change in contribution levels that are applied to members of the PBA shall be applied to bargaining unit members
 3. Employees shall pay a contribution towards the cost of health benefits at the Tier IV amount as set forth in P.L. 2011, Chap. 78 (NJSA 52:14-17:28, et. seq.)
 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 as set forth in P.L. 2010, Ch. 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 Municipality, shall be paid a waiver sum to be set by the employer, which shall not exceed any statutory limit or cap. 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. Employees who receive coverage provided by the employer through their spouse or as a dependent shall not be eligible for a waiver payment. Employees who only waive coverage for part of the year, or who retire during the year, shall only be entitled to a prorated amount. Employees who retire will no longer be eligible for a waiver payment.

C. The Municipality will provide dental coverage for the employees and their eligible dependents consistent with that provided to other employees of the Municipality and 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.

4.2 Retiree Medical Coverage

A. Employees who retire from the Municipality, who have twenty-five (25) years of credited service in the New Jersey Police and Firemen's Retirement System or any other

New Jersey State retirement system will be provided with the Medical Insurance Plan and prescription benefits as set for in Section 4.1 above 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.

- B. 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.
- C. 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 Municipality at the start of such coverage and at its termination.
- D. 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) in order to be eligible to receive health benefits paid for by the Municipality. Both parts of Medicare are available from the Social Security Administration. Upon enrollment in Medicare, the Municipality'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 Municipality in order to remain enrolled in any of the Municipality's health benefit plans. In addition, evidence of

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

- E. To the extent the health plan and/or benefits are changed for current employees, those same changes will take effect and be applied to the retirees.

4.3.1 Disability Retirement or Line of Duty Death

The Municipality shall provide to all employees and their spouses and eligible dependents, medical, prescription, under the New Jersey State Health Benefits Plan, and dental benefits at no cost to the retiree or survivors for any employee who retires pursuant to an approved ordinary or accidental disability retirement from the Police and Firemen's Retirement System based on a line of duty disability, or in the case of a line of duty death. In the event the retiree should predecease his or her spouse, the surviving spouse and/or children shall continue coverage provided that the Municipality covered the surviving spouse and/or children at the time of the retiree's death. Surviving spouses that remarry will not be entitled to the medical benefits. Dependent coverage will stop based on the age of the child that is stated in the current New Jersey statutes and/or New Jersey State Health Benefits regulations.

ARTICLE 5

PENSION CONTRIBUTION

- 5.1 The Municipality will contribute on behalf of all bargaining unit members towards the applicable State Pension/Retirement System pursuant to provisions of the laws of the State of New Jersey.

ARTICLE 6

UNIFORMS

- 6.1 The Municipality will furnish, upon initial hire, and upon need, necessary protective firefighting gear and work uniforms.
- 6.2 All uniforms and gear shall meet the minimum standards set forth by NFPA.
- 6.3 Uniforms and protective gear will be replaced by the Municipality when said uniforms and protective gear are presented by the employee as no longer fitting or are worn to such a degree as they are no longer presentable for wear.

ARTICLE 7

JOB DESCRIPTION

- 7.1 Job Description

Firefighters shall perform duties in accordance with the job description adopted by the Municipality and subject to any revisions. The Municipality will provide the FMBA notice of any proposed change to the job description and will negotiate with the FMBA with respect to any changes to the job description that are mandatorily negotiable.

All firefighter hired after January 1, 2022 will be required to be licensed and/or certified to perform the duties of Fire Inspector and to maintain the required certification.

Firefighters currently holding the Fire Inspector certification will be required to maintain the certification. Firefighters currently employed who do not have the inspector certification will be required to make a good faith effort to obtain the certification within two (2) years of the date of execution of this agreement. The municipality will cover the costs of all required training.

ARTICLE 8.

PROBATONARY STATUS

- 8.1 All employees shall serve a probationary period of six (6) months at the commencement of their employment. The employer has the option of extending the probationary status for an additional period up to six (6) months when the evaluations of the employee during the initial six month probationary period are unsatisfactory. The decision not to continue the employment of an employee at the conclusion of the probationary period, or extended probationary period, shall not be subject to the parties' grievance procedure.

ARTICLE 9

ANNUAL SALARIES

<u>Steps</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>Probationary period</u>	\$49,000	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000
<u>After Probationary period Step 1</u>	\$52,000	\$53,000	\$54,000	\$55,000	\$56,000	\$57,000
<u>Step 2</u>		\$56,500	\$57,500	\$59,500	\$59,500	\$60,700
<u>Step 3</u>			\$61,000	\$62,100	\$63,350	\$64,600
<u>Step 4</u>				\$66,000	\$67,200	\$69,300
<u>Step 5</u>					\$71,200	\$73,200
<u>Step 6</u>					\$75,100	\$77,100
<u>Step 7</u>					\$79,000	\$81,000
<u>Step 8</u>					\$82,900	\$85,000

Firefighters shall remain on Step 1 for six months. Firefighters shall thereafter move to the subsequent step after one year on their anniversary date. . Salary step shall be determined by service time from appointment as a paid firefighter under the terms of the collective negotiations agreement. There shall be no guide movement upon expiration of this agreement and prior to execution of a successor agreement with the exception of firefighters being permitted to move up one step on the guide only in the event a new contract is not settled as of one year after the expiration of this agreement.

Firefighters hired as paid firefighters on or before the date of execution of this agreement shall receive retroactive salary and compensation adjustments back to May 1, 2020, or their date of hire if after May 1, 2020, after execution of this agreement. Other firefighters shall be placed on the appropriate guide step prospectively only.

Effective January 1, 2022, the firefighters assigned to work on the Firefighting Platoon

shall receive an additional stipend of \$4,000 annually, which shall be paid on a prorated basis as part of the regular pay schedule. Firefighters assigned to the Firefighting Platoon for less than one full calendar year will receive the stipend on a prorated basis for the period of time, in excess of 30 calendar days, that they are assigned to the Firefighter Platoon.

New firefighters shall be placed on the salary guide effective upon their appointment as a paid firefighter. Lateral hires from paid career fire departments may be given credit for their years of service as paid firefighters on the salary guide.

ARTICLE 10

MAINTENANCE OF OPERATIONS

- 10.1 It is recognized that the need for continued and uninterrupted operation of the Municipality is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- 10.2 Neither the FMBA, nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike, (i.e., the concerted failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, sickout, walk out or other illegal job action against the Municipality.
- 10.3 The FMBA agrees that it will act in good faith to comply with this Article to prevent its members from participating in any strike, work stoppage, slowdown or other activities, or support any action by any other employee or group of employees of the Municipality.
- 10.4 Nothing contained in this agreement shall be constructed to limit or restrict the Municipality in its right to seek and obtain such judicial relief as it will be entitled to

have in law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE 11

SENIORITY

- 11.1 Seniority will go by badge number starting at 01.
- 11.2 Seniority for the six bargaining unit members appointed prior to the execution of this agreement shall be based on years of prior service as a volunteer firefighter with the municipality. Seniority for all other bargaining unit members will be based on date of appointment as a paid firefighter for the Municipality.
- 11.3 For firefighters appointed on the same date, seniority, and badge number will be based on length of prior service as a volunteer firefighter.

ARTICLE 12

VACATION

- 12.1 Employees shall be entitled to annual vacation allotment as follows:

0-12 months	12 hours per month
Completion of 1 year to 5 years of Service	144 hours
Completion of 5 years to 10 years of service	156 hours
Completion of 10 years to 15 years of service	180 hours
Completion of 15 years to 20 years of service	216 hours

Completion of 20 years of continuous service. 240 hours

New Firefighters cannot utilize vacation time until the completion of two (2) full months of employment.

- 12.2 Vacation picks for the year shall be submitted and approved in accordance with the procedures set by the Director of Emergency and Safety Services/Chief. Vacation picks will be based on availability and seniority. Only one employee per shift, on each platoon, shall be permitted to take vacation on the same day.
- 12.3 Vacation time shall be used in the year in which it was earned. No more than forty-eight (48) hours of vacation time may be carried over with the written approval of the Director and/or Fire Chief and the municipal administrator.

ARTICLE 13

HOLIDAYS

- 13.1 Each employee of the bargaining unit shall be entitled to receive one hundred four (104) hours of holiday pay. Employees scheduled to work on a holiday will be required to do so without any additional compensation. Employees who do not work a full calendar year will have their holiday time prorated. Holiday pay will be paid as part of the Firefighter's bi-weekly paycheck.

ARTICLE 14

HOURS OF DUTY AND OVERTIME

- 14.1 The work shift for each bargaining unit members assigned to the Firefighting Platoon shall be 24 hours with the specific shifts and schedule to be set by the Director/Fire Chief. Bargaining unit members assigned to the Firefighting Platoon shall receive twelve (12) hours of "Kelly" time every twenty-seven (27) calendar days to be scheduled by the Director of Emergency and Safety Services/Chief. The Director/Chief will notify the bargaining unit members of their scheduled "Kelly" time thirty days in advance.

The work shift for bargaining unit members assigned to the Inspection Platoon shall be either, eight, ten or twelve hours long with the specific hours and days to be set by the Director/Chief.

Firefighters shall be permitted to select their choice of Platoon on an annual basis. Selections will be based on seniority. Firefighters may be assigned to work in either Platoon, on a temporary basis, at the discretion of the Director/Fire Chief. Firefighters assigned from the Firefighting Platoon to the Inspection Platoon on a temporary basis will not lose their stipend.

- 14.2 Any work beyond two hundred twelve (212) hours within a twenty-eight (28) day work period shall be at the overtime rate of time and one-half. Vacation, personal and compensatory time shall be included in the 212 hours.
- 14.3 An employee who is recalled to work while off duty shall be compensated for a minimum of four hours.
- 14.4 When overtime is available for bargaining unit members it shall be provided based on seniority. The employer reserves the right to mandate overtime when necessary to

maintain sufficient manpower.

ARTICLE 15
COMPENSATORY TIME

- 15.1 In lieu of overtime, bargaining unit members shall have the right to request compensatory time for all overtime hours. Compensatory time shall be calculated at the rate of time and one half for every hour worked.
- 15.2 Compensatory time off must be scheduled with the approval of the Fire Chief and/or the Director of Emergency Services/Chief at a minimum of one week prior to the proposed date to be scheduled off.
- 15.3 Compensatory time will not be granted when it will cause the shift to drop below minimum staffing. Bargaining unit members will be provided with notice of the minimum staffing requirements for each Platoon and/or for each shift.
- 15.4 Compensatory time can be accrued up to a limit of 100 hours. Any overtime after an employee reaches the limit of 100 hours of compensatory time must be paid as overtime.

ARTICLE 16
SICK LEAVE, PERSONAL TIME
AND FAMILY LEAVE

- 16.1 Bargaining unit members shall be entitled to 144 hours of paid sick leave annually to be used when an employee is unable to work due to illness, injury, accident, and/or exposure to contagious disease that is not job related. Unused and accrued sick leave shall be

carried over from year to year without limit.

- 16.2 Employees shall be entitled to thirty-six hours of personal leave per calendar year. Such leave shall not be carried over and will be forfeited at the end of the year. Personal leave shall be scheduled at least two (2) days in advance except in the case of a true emergency, which may require documentation. 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 Fire Chief and/or Director of Emergency Services. Personal leave shall not be unreasonably withheld from any firefighter.
- 16.3 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.

ARTICLE 17

MUTUAL EXCHANGE OF TOURS

- 17.1 Mutual tour exchanges shall be granted with the approval of the Director/Chief or his/her designee in charge. All tour exchanges must be submitted and approved in writing. Once approved, each employee is responsible for fulfilling his/her new shift responsibility. In no case will a tour exchange result in overtime or additional pay for either employee

ARTICLE 18

WORKPLACE INJURY

- 18.1 In the event an employee becomes disabled by reason of work-related injury or illness and is unable to perform his/her duties, the employee will be entitled to full pay for a

period of up to one (1) year, provided all conditions of this Article are met and subject to Section 18.2 below. When an employee returns from injury leave, the employee shall be entitled to a new period of injury leave for a period of up to one (1) year only if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

- 18.2 When an employee receives Worker's Compensation payments for the period of his or her leave of absence for up to one year, based on a work related injury or illness, the Municipality will only pay the employee the difference between the worker's compensation payment and his/her full pay during the period of his/her injury/disability leave.
- 18.3 Any employee who is injured whether slight or severe, while performing the duties of firefighter, must make an injury report prior to the end of the tour to the Director/Chief or their designee. It is understood that the employee must file an injury report with the Director/Chief so that the Municipality may file the appropriate Worker's Compensation claim. Failure to report said injury will result in the failure of the employee to receive compensation under this Article.
- 18.4 In the event the employee is cleared to return to work by the worker's compensation carrier, through its consulting health care provider, the period of paid injury leave will end.

ARTICLE 19

BEREAVEMENT LEAVE

- 19.1 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 or memorial service, inclusive, not to exceed a maximum of forty-eight (48) hours.

“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.

- 19.2 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 a firefighter’s spouse, grandparents, aunt or uncle of a firefighter’s spouse the employee shall receive up to a maximum of twenty-four (24) hours paid leave provided the employee attends the funeral or memorial service.
- 19.3. Twelve (12) hours leave may be used within a three (3) month period to conduct any type of business pertaining to the deceased who is a member of the immediate family.

ARTICLE 20

TRAINING AND EDUCATION

20.1 Mandatory Training

The Municipality shall provide training to all members covered by this agreement in accordance with but not limited to State Law. Training shall be offered during the workday where possible. Cost for the State or Department mandated training courses will be paid by the Municipality. The Municipality will compensate the employee at the applicable and current IRS guidelines per mile for the use of the employee’s own motor vehicle to attending in-service training which schooling and /or in-service training is required by the State of New Jersey, Division of Fire Safety and not held at the Princeton Fire Department. Employees shall be compensated at their overtime rate of pay for off-hours training when required and approved by the Director/Chief.

- 20.2 Each member covered by this agreement can request the opportunity to receive additional job-related training. Members shall submit their request for training courses to the Director/Chief for approval. Once approved by the Director/Chief of Emergency Services, the cost of the training shall be paid by the Municipality. The Director/Chief of

Emergency Services will keep an accurate record of the hours used by each employee for additional training when training is allowed to occur during on duty hours. Employees who attend voluntary training when off duty will not be entitled to any additional compensation.

20.3 Higher Education – The Municipality will contribute up to the sum of \$3500 each year towards the cost of tuition, books and fees at an accredited college or university so long as:

- A. The program must be approved by the Director/Chief and in a field of study directly related to firefighting and the firefighting profession.
- B. The employee must achieve a grade of “C” or better.
- C. If the employee leaves employment less than two (2) years after completing the coursework, they will be required to reimburse the employer for the costs covered.

ARTICLE 21

PERSONNEL FILES

21.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained as per Municipality’s policy.

21.2 Upon advanced notice at reasonable times, a bargaining unit member may review his/her personnel file. However, this review must be made through the Director/Chief in charge of personnel or his/her designated representative at times mutually convenient

21.3 Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her. The employee shall

be given the opportunity to rebut the complaint if he/she so desires. Employees shall be given the opportunity to have any rebuttal placed in his/her personnel file.

ARTICLE 22

GRIEVANCE PROCEDURE

- 22.1 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. 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.
- 22.2 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 the terms of this agreement.
- 22.3 Any grievance or dispute, which will arise between the parties, including the application, meaning, or interpretation of the Agreement, shall be settled in the following manner:

STEP 1. The FMBA, with or without the aggrieved employee, shall take up the grievance or dispute with the Director of Emergency Services/Chief within ten (10) calendar days of the date the union or the employee knew or should have known of the occurrence of the grievance. The Director of Emergency Services/Chief shall attempt to adjust the matter and shall respond to the Union within five (5) calendar days. If the grievance or dispute is not taken up in accordance with this provision within ten (10) calendar days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

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 to the Municipal Administrator within ten (10) calendar days after the /Chief's response is due. The Municipal Administrator shall respond to the Union in writing within five (5) calendar days. If the grievance is not presented in writing in accordance with this provision within ten (10) calendar days, it shall be deemed abandoned.

STEP 3. If the grievance is not resolved under Step 3 within the time limited there under, the FMBA will advise the Municipal Administrator that the union will be proceeding to binding arbitration in accordance with the rules and regulations of the Public Employment Relations Commission. A request for binding arbitration must be filed within 30 days of the date the decision is due at Step 2. Failure to file within thirty (30) days will result in the grievance being deemed abandoned.

- 22.4 Binding arbitration proceedings shall be conducted by an impartial arbitrator to be selected by the Municipality and the Union within a list provided by the Public Employment Relations Commission.
- 22.5 The costs for the services of the arbitrator shall be borne equally by the Municipality and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same. The arbitrator shall have the authority to hear and determine the grievance, and his/her decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement. The Arbitrator shall only have the authority to consider a grievance challenging the application, interpretation or violation of the express terms of this agreement.

ARTICLE 23

DEFENSE OF CERTAIN LEGAL PROCEEDINGS

- 23.1 Whenever a member of FMBA local 72 is defendant in any action or legal proceedings arising out of or incidental to the performance of his/her duties, the governing body of the Municipality shall provide said member or Firefighter with the necessary means for the defense of such actions in accordance with N.J.S.A. 40A:14-28

ARTICLE 24

ASSOCIATION RIGHTS AND BUSINESS LEAVE

- 24.1 The Association President or his/her designated representative shall be granted a reasonable amount of time during his/her regular work hours, without loss of pay, to present, discuss and adjust grievances with the Municipality. The Association Officer shall not leave his/her work without first obtaining the permission from their immediate supervisor, which permission shall not be unreasonably withheld.
- 24.2 FMBA Local 72 shall furnish to the Municipality in writing the names of its elected officers, Grievance, and Negotiating Committee members. Any changes thereto shall also be furnished in writing.
- 24.3 FMBA Local 72 and the Municipality agree to grant the necessary time-off to the authorized delegates to attend the NJ State FMBA Conventions in accordance with the provisions of N.J.S.A. 40A:14-177. FMBA 72 shall submit the Convention dates and the names of said delegates to the Department head at least forty-five (45) days prior to the Convention. At the request of the Department head or his/her designee, each delegate shall furnish a certificate of attendance, attesting to the dates he/she attended the State Convention.
- 24.4 Either the Executive Delegate or President of the FMBA shall be granted leave from duty of twelve (12) hours, with full pay for the regular monthly meetings of the NJ State FMBA. The FMBA shall submit regular scheduled monthly meeting dates and the names of said Delegate and/or President to the Department head at least 6 months prior to the

monthly meeting. In the event the regularly scheduled State FMBA meeting date is changed, the FMBA shall provide the Municipality with notice of the change in meeting date as soon as practical.

ARTICLE 25

DUES CHECK OFF

- 25.1 The Municipality agrees to deduct Association dues from each member of the Association, when expressly authorized in writing by the member, by automatic payroll deduction in such amount as determined by the Association and certified to the Municipality by the Treasurer and/or President of the Association each pay period and remit same to the Treasurer within the next pay period from the scheduled pay day.

ARTICLE 26

MANAGEMENT RIGHTS

- 26.1_ Except as modified by the terms of this Agreement, the Municipality hereby retains unto itself, without limitations, all powers , rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but limiting the generality of the foregoing, the following rights which shall be exercised reasonably in accordance with this Agreement:
- A. The executive management and administrative control of the Government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of employees needed for any time and to be in sole charge of the quality of the work required.

- B. The right of management to make, maintain and amend such reasonable rules and regulations as it will provide from time to time deemed best for and/or the effective operation of the Department, except nothing herein shall be deemed as a waiver of the FMBA'S right to negotiate over changes in rules and regulations that affect terms and conditions of the employment according to applicable law.
- C. To hire all employees, and subject to the provision of law, to determine their qualification and condition of continued employment, assignment, and to promote and transfer employees, except as otherwise limited by this Agreement.
- D. To utilize volunteers and part-time firefighters to insure adequate staffing at all times. Coverage of shifts of absent bargaining unit members will first be offered to other available bargaining unit members subject to restrictions on work hours set by the Director/Fire Chief.

ARTICLE 27

MILITARY LEAVE

- 27.1 All military leave will be in accordance with applicable New Jersey State and Federal law.
- 27.2 A firefighter who is a member of the reserve component of any United States armed force or the National Guard of any state and is called for Federal active duty will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays in the aggregate of the leave in any calendar year shall be with full pay. Any additional time shall be without pay, but the firefighter may utilize accrued and unused vacation, compensatory and/or personal leave time so as to continue in a paid status during a

military leave.

- 27.3 A firefighter who is a member of the New Jersey National Guard shall be granted a leave of absence without loss of pay for the first ninety (90) workdays in the aggregate in any calendar year, during which he or she shall be engaged in State or Federal active duty. Any additional time shall be without pay, but the firefighter may utilize accrued and unused vacation, compensatory and/or personal leave time so as to continue in a paid status during a military leave.
- 27.4 In accordance with State and/or Federal regulations, a firefighter who is a member of the reserve component of any United States armed force, the National Guard of any state and or the New Jersey State militia or the organized militia of another State, shall be entitled to a leave of absence, without pay, for Inactive Duty Service.
- 27.5 A firefighter who requests a leave of absence for military leave of any type must provide the Director/Chief with a copy of their military orders and military base pay documentation, and subsequently with a copy of their orders terminating their active duty. Failure to provide the required documentation may result in the denial of pay during the period of the leave.

ARTICLE 28

SAVINGS CLAUSE

- 28.1 Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of a court or tribunal of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.
- 28.2 The parties hereto further agree that this Agreement will be subject to, comply with, and be governed by all applicable laws, Executive Orders, rulings and regulations of any tribunal of competent jurisdiction.

ARTICLE 29

ENTIRE AGREEMENT

- 29.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties as to all terms and conditions of employment. During the term of this Agreement, neither party will be required to negotiate with respect to any matter 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.
- 29.2 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.

ARTICLE 30

PROMOTIONS

Any promotions within the Fire Department will be in accordance with the Municipal Ordinance. This provision will not impact on the rank structure for the volunteer firefighters.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 26th day of May, 2022.

FMBA LOCAL NO. 72

By: Salvatore Baldino
Salvatore Baldino, President

Witnesseth:

George Luck III
George Luck III

MUNICIPALITY OF PRINCETON

By: Mark Freda
Mark Freda, Mayor

Witnesseth:

Delores Williams
Delores Williams, Municipal Clerk

AGREEMENT

By and Between the

TOWN OF PRINCETON

And

PBA LOCAL 130, PRINCETON

January 1, 2020 through December 31, 2024

TABLE OF CONTENTS

Article		Page
	Preamble.....	2
I	Recognition and Bargaining Unit.....	3
II	Annual Salaries (TBD) and Longevity.....	5
III	Normal Work Week.....	8
IV	Compensation for Overtime.....	11
V	Holidays.....	16
VI	Funeral and Bereavement Leave.....	18
VII	Vacations.....	19
VIII	PBA Conventions and PBA Days.....	20
IX	Uniforms - Dry Cleaning.....	21
X	Hospital and Medical Insurance.....	22
XI	Unreimbursed Medical Expenses.....	26
XII	Sick Leave and Family Leave.....	27
XIII	Terminal Leave.....	29
XIV	In-Service Training.....	31
XV	Public Liability Insurance Coverage.....	32
XVI	Defense of Certain Legal Proceedings.....	33
XVII	Grievance Procedure.....	34
XVIII	Lieutenants.....	36
XIX	Captain.....	38
XX	Term of the Agreement.....	39
XXI	Negotiation of Modifications.....	40

PREAMBLE

THIS AGREEMENT, made this _____ day of _____ 2020, 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, Lieutenants and Captains 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.
- (e) **Except as modified by the terms of this Agreement,** Princeton hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and

responsibilities conferred upon and vested in it prior to signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but limiting the generality of the foregoing, the following rights:

The executive management and administrative control of the Government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may, from time to time, be determined by the municipality.

To make rules of procedures and conduct, to use improved methods and equipment, to determine work schedule and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for and/or the effective operation of the Department after a minimum of thirty (30) calendar days advance notice thereof to the PBA and to employees, except nothing herein shall be interpreted as a waiver of the PBA's right to negotiate over changes in rules and regulations that affect terms and conditions of employment according to applicable law.

To Hire all employees, and subject to the provision of law, to determine their qualification and conditions of continued employment, assignment, and to promote and transfer employees, except as otherwise limited by this Agreement.

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	2020 (1.75%)	2021 (1.75%)	2022 (2.75%)	2023 (2.75%)	2024 (2.25%)
Patrol Salary	\$118,646	\$120,722	\$124,042	\$127,453	\$130,321

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

Corporals	2020 (1.75%)	2021 (1.75%)	2022 (2.75%)	2023 (2.75%)	2024 (2.25%)
Top Salary	\$126,589	\$128,805	\$132,347	\$135,986	\$139,046

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

Sergeants	2020 (1.75%)	2021 (1.75%)	2022 (2.75%)	2023 (2.75%)	2024 (2.25%)
Year 1 (entry level)	\$130,472	\$132,755	\$136,406	\$140,157	\$143,311
Year 2	\$132,297	\$134,613	\$138,314	\$142,118	\$145,316
Year 3	\$134,119	\$136,466	\$140,219	\$144,075	\$147,316
Year 4	\$135,941	\$138,320	\$142,124	\$146,032	\$149,318
Top Salary	\$137,764	\$140,175	\$144,030	\$147,991	\$151,321

4. Any employee hired between January 1, 2013 and December 31, 2024 shall be subject to the following pay scale-

	2020 (1.75%)	2021 (1.75%)	2022 (2.75%)	2023 (2.75%)	2024 (2.25%)
Academy	\$59,809	\$60,855	\$62,529	\$64,248	\$65,694
Balance 1 st Year	\$66,728	\$67,895	\$69,763	\$71,681	\$73,294
YEAR 2	\$77,479	\$78,834	\$81,002	\$83,230	\$85,103
YEAR 3	\$81,221	\$82,642	\$84,915	\$87,250	\$89,213
YEAR 4	\$84,961	\$86,448	\$88,825	\$91,268	\$93,322
YEAR 5	\$88,702	\$90,254	\$92,736	\$95,286	\$97,430
YEAR 6	\$92,441	\$94,059	\$96,645	\$99,303	\$101,537
YEAR 7	\$96,183	\$97,866	\$100,558	\$103,323	\$105,648
YEAR 8	\$99,923	\$101,671	\$104,467	\$107,340	\$109,755
YEAR 9	\$103,662	\$105,476	\$108,377	\$111,357	\$113,862
YEAR 10	\$107,404	\$109,284	\$112,289	\$115,377	\$117,973
YEAR 11	\$111,144	\$113,089	\$116,199	\$119,394	\$122,080
YEAR 12	\$114,580	\$116,585	\$119,791	\$123,085	\$125,855
YEAR 13	\$118,646	\$120,722	\$124,042	\$127,453	\$130,321

5. All salaries set forth in this provision and in Articles XVIII and XIX are retroactive to January 1, 2020.

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.
- 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, and officers are required to attend training beyond their normal weekly work schedule, then officers shall be compensated accordingly in the form of compensatory time, at a rate of 1.5 hours for every 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 prorated basis.
- 4. Any officer designated as a K-9 Handler shall be compensated for the appropriate care and maintenance of the police canine while off-duty. If assigned normally to the 12hour work shift, K-9 Handlers shall be entitled to .5 hours of compensatory time off for each day of the calendar year (.5 hrs x 365 days = 182.5 hours), which shall be

placed into their time bank at the beginning of each calendar year (January 1st). If assigned normally to the 5-Day/8-hour work shift, K-9 Handlers shall be entitled to one "flex day," allowing them to work one 4.5 hour shift per week (.5 hrs x 7days/week = 3.5 hours off per week) for the duration of the calendar year.

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 Patrol Officer and Corporal 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 four (4) hours or more in duration (including travel time). On those regularly scheduled work days when an officer attends a training session that is scheduled for less than four (4) hours, the officer will be required to return to work and complete

his/her shift. Officers attending trainings, or schools two (2) weeks or greater in duration will not receive any additional compensation or compensatory time for attending school on their days off (ie: officers will be assigned off on their respective "scheduled work days" in order to attend the training, thus equaling the hour for hour compensation in order to attend the training/class in question)

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, and can include manpower shortages created by sickness and/or long term illness/absence. In the event of manpower shortage created by sickness, then the on-call officer shall be responsible for covering a minimum of four (4) hours of the shift during which the unanticipated shortage occurs. Detectives and Specialty Unit officers may be utilized to cover the remaining 8 hours of an unexpected absence (occurring with less than 48 hours notice) based on availability. In the event of a known/advanced shortage, long term illness/absence or manpower shortage created by an administrative assignment, the Detectives and Specialty Unit officers may have their schedules changed to cover and accommodate such instances provided it is with at least forty eight (48) hours notice. If an officer's schedule is changed in accordance to this provision, but already has time off approved, then they cannot be denied that time off, nor can it be rescinded to accommodate the scheduling conflict. 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

1. Appearances as a witness and/or defendant (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 and/or defendant 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.
2. Any employee who is a plaintiff in legal proceedings against the Municipality of Princeton, may be provided time off during any regularly scheduled work days without pay or by using leave time to attend any required proceedings. Any employee who is a witness or defendant in a legal proceeding against the municipality shall be entitled to the overtime as outlined in section 1 above.

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 ordered in for a Patrol Bureau manpower shortage, after the "on-call" officer has been utilized, shall be compensated an hourly rate equal to two (2) times his or her normal hourly rate on those occasions when recalled to duty.
 4. Any officer who has been recalled to duty shall be paid for a minimum of four (4) hours.
 5. 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.
 6. 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. In the case of any cancellation between six (6) hours and three (3) hours prior to the start time for the assignment, the scheduled officer shall receive two (2) hours pay by the cancelling private party, regardless of whether they have arrived on location to police headquarters or the

geographic location specified by the assignment. . In the case of any cancellation less than three (3) hours prior to the start time for the assignment, the scheduled officer shall receive four (4) hours pay by the cancelling private party, regardless of whether they have arrived on location to police headquarters or the geographic location specified by the assignment. 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. Payment shall not exceed one (1) additional pay period beyond the date in which it was submitted upon completion of the overtime job.

H. Sell Back Time

Employees of the bargaining unit shall be entitled to "sell back" to the Town up to one hundredfour (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 1st calendar 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. An "Officer-In-Charge" will be entitled to Corporal pay only when there is no Patrol Sergeant working on the shift, as well as no Patrol Corporal working on the shift, to be eligible for pay under "out of rank assignment."
 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).
 4. When any member of the PBA, holding the rank of Lieutenant, is assigned by the Chief of Police to serve in an acting capacity to perform the duties of a Captain, than that member shall be entitled to higher pay, specifically the pay rate for Captain, as defined under Article XVIII(A).

J. Field Training Officer (FTO)

1. A Field Training Officer is any Certified Field Training Officer or an 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.
3. Any **Certified FTO or officer appointed by the Chief of Police as an authorized FTO**, who is scheduled to a 12 hour work shift, shall be compensated at a pro-rated stipend if they accrue a minimum of 12 hours and a maximum of 47 hours of FTO training time
4. All FTO's are responsible for tracking and documenting the hours during which they supervise and train probationary Police Officers. Upon the completion of the training process (trainee is released from FTO) the total amount of hours will be submitted once by each employee who served as an FTO for the probationary officer.

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, then 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 (hurricane, flooding or snowstorm), local/national emergency or other event, than the employees of the bargaining unit who are "on duty", either for dayshift or nightshift on the calendar day of the closure shall be provided with holiday time or another classification of time off to their respective time bank on an hour for hour basis.

C. Personal Leave

Each employee of the bargaining unit shall be entitled to three (3) days personal leave during any calendar year based on their work schedule. (8 hour/day work week = 24 hrs, 10 hour/day work week = 30 hours, and 12 hour/day work week = 36hrs). 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 no more than eight (8) 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. Additional officers wishing to participate in this event can do so if they utilize their own allotted time and it does not create a manpower shortage or unnecessary hardship for daily operations. A memo shall be submitted to the Chief of Police or his/her designee if an officer wishes to attend and utilize their own time for this event.
4. 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 officers spouse, grandparents, aunt or uncle of an officer's spouse officer shall receive 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, 10-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:

<u>Service</u>	<u>Vacation Time</u>
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. The PBA President and/or other member of PBA #130 who is coordinating or managing an event, fundraiser or other related function may also be granted time off to plan or attend the event if it falls during their regularly scheduled 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 of \$1900.00 per year upon assignment.

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.

1. T-shirts, towels, undergarments and socks will not be cleaned by the department and are not eligible to be laundered absent extenuating circumstances which may have occurred while on duty (contamination from chemical, biological, medical hazards encountered while at work) In the event these particular items are soiled while on duty, the items shall be placed and secured in a "biohazard" bag and a memo shall be submitted to your immediate supervisor indicating the nature of the contamination and need for laundering or cleaning.

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 dependents 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 dependents 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

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 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.
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 dependent'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 2020, 2021, 2022, 2023, 2024 & every year thereafter.
2. All employees hired after January 1, 2013, shall be entitled to a medical reimbursement of \$450.00 in 2020, 2021, 2022, 2023, 2024 & 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 and/or emergencies provision is for immediate family members, 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. Under the terms of this provision "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, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, and cousins of the first degree of the officer or the officer's spouse and/or domestic partner.
3. An employee normally assigned to a twelve (12) hour workday shall receive an additional twelve (12) hours of holiday time for every three (3) consecutive month period during which no sick time is used. The employee shall have the time credited at the end of each three (3) month period.
4. An employee normally assigned to a ten (10) hour workday shall receive an additional ten (10) hours of holiday time for every (3) consecutive month period during which no sic time is used. The employee shall have the time credited a the end of each three (3) month period.
5. An employee normally assigned to an eight (8) hour workday shall receive an additional eight (8) hours of holiday time for every three (3) consecutive month period during which no sick time is used. The employee shall have the time credited at the end of each three (3) month period.
6. A memorandum will be sent to the Chief of Police or his/her designee if advanced notice or a known/future date requires the use of a PBA Family Sick Day or Sick

Time. This ensures the administration is aware of the day for a "pre-approval" and gives them the ability to ensure adequate manpower or utilize the Detective Bureau or Specialty Units if applicable.

7. Employees have the ability to "donate" their unused allotment of Family Sick Time (up to eighty four (84) hours) to another member of the bargaining unit in the event that member has used their entire bank of allotted time (Family Sick Time, Holiday Time, Compensation Time, Personal Time and Vacation Time) for an unforeseen emergency not covered under the Articles within this agreement. This provision would require submittal of a memorandum and the approval of the Chief of Police and Town Administrator.

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 the Municipality of Princeton, or any combination thereof, and is eligible for Police and Fire Retirement System service related retirement, he/she shall be entitled to the option of one of the following:
1. 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. An officer retiring within four (4) months of his/her twentieth year of service shall be eligible for these benefits as if the officer had reached his/her twentieth year.
 2. An employee retiring under a service retirement in PFRS system prior to his/her 20 years of service with the municipality shall be entitled to 12 hours of terminal pay for each year of service to the municipality.
 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. 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.
- C. For full time employees retiring who have twenty-five (25) years of credit service in the Police and Firemen's Retirement System, unused vacation and holiday time shall be allocated as follows:
1. An employee shall be entitled to a pro-ration of vacation and holiday pay during the last calendar year in which the employee is physically present and working as follows-
 - a. If termination of actual work takes place before March 31, the employee shall be entitled to one-half (1/2) of that calendar year's unused vacation and holiday pay.

- b. If termination of actual work takes place between April 1 and July 1, the employee shall be entitled to three-quarters (3/4) of that calendar year's unused vacation and holiday pay.
 - c. If termination of actual work takes place after July 1, the employee shall be entitled to all of the calendar year's unused vacation and holiday pay.
- 2. If the employee's terminal leave, vacation and holiday leave results in a retirement date which falls in the later calendar year than the last calendar year for which the employee was physically present and working, then no additional vacation, holiday, or other benefits shall accrue.
- 3. For purposed of this agreement, retirement date shall mean the effective retirement date submitted to and approved by the New Jersey Division of Pensions and Benefits for the purpose of determining the commencement of special, ordinary and disability retirement.

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 2020, 2021, 2022, 2023, 2024 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. Officers attending college classes or training not directly affiliated or approved by the department will not be provided departmental "Training" time off and should use their personal allotment of time if necessary.
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

Any employee elevated to the rank of **Lieutenant** shall be subject to the following pay scale-

Lieutenant	2020 (1.75%)	2021 (1.75%)	2022 (2.75%)	2023 (2.75%)	2024 (2.25%)
Top Salary	\$158,431	\$161,203	\$165,636	\$170,191	\$174,021

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

CAPTAIN

A. Salary

Any employee elevated to the rank of **Captain** shall be subject to the following pay scale-

Captain	2020 (1.75%)	2021 (1.75%)	2022 (2.75%)	2023 (2.75%)	2024 (2.25%)
Top Salary	\$167,936	\$170,875	\$175,574	\$180,403	\$184,462

B. Overtime, On-Call/Standby, Compensatory Time, Holiday Time

Any member of the bargaining unit elevated to the rank of Captain, shall receive all terms and conditions as outlined in Article XVIII B, C, D, E.

C. Miscellaneous

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

ARTICLE XX
TERM OF THE AGREEMENT

This Agreement shall be effective as of the first day of January, 2020, and shall run through December 31, 2024 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 no 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.

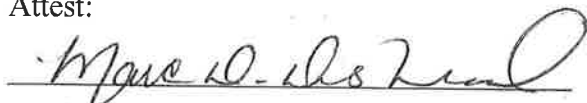
ARTICLE XXI

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 sessions 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 14th day of December, 2020.

Attest:



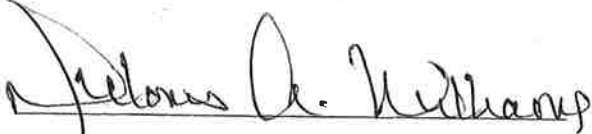
Marc D. Dashield, Administrator

TOWN OF PRINCETON



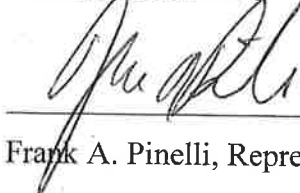
Liz Lempert, Mayor

Attest:

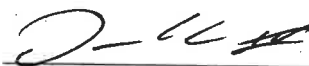


Delores Williams, Town Clerk

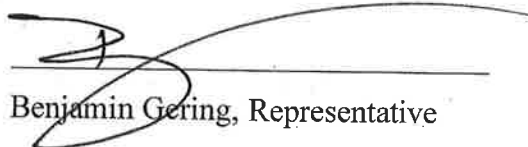
PBA LOCAL #130



Frank A. Pinelli, Representative



Darwin Kieffer IV, Representative



Benjamin Gering, Representative



Christopher King, Representative



RESOLUTION 21-60

Resolution Approving the 2020 through 2023 Collective Negotiations Agreement with New Jersey American Federation of State Local, County and Municipal Employees, Local 1530

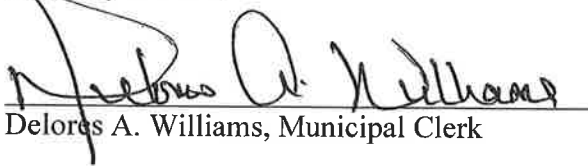
WHEREAS, there is a need for the Municipality of Princeton and the American Federation of State, County and Municipal Employees, local 1530 (AFSMCE) to enter into a Collective Negotiations Agreement; and

WHEREAS, the parties entered into negotiation and as such an agreement was made for the period of January 1, 2020 through December 31, 2023.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Municipality of Princeton that the Mayor and Clerk are hereby authorized and directed to execute an Agreement with AFSCME local 1530 substantially in the form attached hereto.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen		X			X			
Ms. Fraga		X	X		X			
Ms. Niedergang		X		X	X			
Ms. Pirone Lambros		X			X			
Ms. Sacks		X			X			
Mr. Williamson		X			X			
Mayor Freda		X						

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held February 2, 2021.


Delores A. Williams, Municipal Clerk

ATTACHMENTS:

- AFSCME MOU final 1-22-21 (PDF)
- Council Memo - AFSCME contract 2020 (DOCX)



RESOLUTION 21-129

Resolution Approving the "First Amendment to Agreement by and Between the American Federation of State, County and Municipal Employees - New Jersey Local 1530 and the Municipality of Princeton for the Period January 1, 2020 to December 31, 2023"

WHEREAS, in March 2021, Union and Princeton entered into a collective negotiations agreement covering the period January 1, 2020 to December 31, 2023 (the "CNA"); and

WHEREAS, the parties wish to amend the provisions of Article B-8 of the CNA regarding equal compensation during severe weather or emergencies;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Municipality of Princeton in Mercer County, New Jersey, as follows:

1. The "First Amendment to Agreement by and Between the American Federation of State, County And Municipal Employees - New Jersey Local 1530 and the Municipality of Princeton for the Period January 1, 2020 to December 31, 2023" attached hereto is hereby approved.
2. The Princeton Administrator is hereby authorized and directed to sign the First Amendment on Princeton's behalf.
3. This resolution shall take effect immediately.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Mr. Cohen		X			X			
Ms. Fraga		X		X	X			
Ms. Niedergang		X			X			
Ms. Pirone Lambros		X			X			
Ms. Sacks		X			X			
Mr. Williamson		X	X		X			
Mayor Freda		X						

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held April 12, 2021.


Delores A. Williams, Municipal Clerk

FIRST AMENDMENT

TO AGREEMENT BY AND BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES - NEW JERSEY LOCAL 1530 AND THE MUNICIPALITY OF PRINCETON FOR THE PERIOD JANUARY 1, 2020 TO DECEMBER 31, 2023

THIS FIRST AMENDMENT made this day 12TH of April, 2021, by and between the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES - NEW JERSEY LOCAL 1530 ("Union") and the MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey with offices located at 400 Witherspoon Street, Princeton, New Jersey 08540 ("Princeton").

W I T N E S S E T H:

WHEREAS, in March 2021, Union and Princeton entered into a collective negotiations agreement covering the period January 1, 2020 to December 31, 2023 (the "CNA"); and

WHEREAS, the parties wish to amend the aforesaid CNA as more fully set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein and contained in the CNA between the parties, and for other good and valuable consideration, the parties hereto mutually covenant and agree as follows:

1. Article B-8 of the CNA is hereby amended to read as follows (new text is underlined thus; deleted text is in brackets and struck through [~~thus~~):

B-8: Equal Compensation during Severe Weather or Emergency

- A. If an emergency or severe weather forces the closure of Princeton buildings and/or offices, the full time employees of this bargaining unit shall receive compensation time for all hours worked during their regular work hours in addition to time and one half (1½) their normal rate of pay for all hours worked during the closure.
- B. 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 full time employees in this bargaining unit shall receive compensation 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, full time employees shall receive

time and one half (1½) 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.

C. If Princeton buildings and/or offices remain open during the emergency or severe weather and employees are directed to work remotely instead of in the buildings and/or offices, the members of the bargaining unit will receive time and one half (1½) their normal rate of pay for the hours worked during their regular work period while other employees were working remotely, but will not receive any compensation time for the hours worked.

D. Part time employees, in any of the above situations, will receive time and one half (1½) their normal rate of pay for all hours worked. Part time employees will not receive any compensation time for hours worked.

2. All other terms and conditions of the CNA between the parties shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above mentioned.

ATTEST:


Delores A. Williams, Municipal Clerk

MUNICIPALITY OF PRINCETON

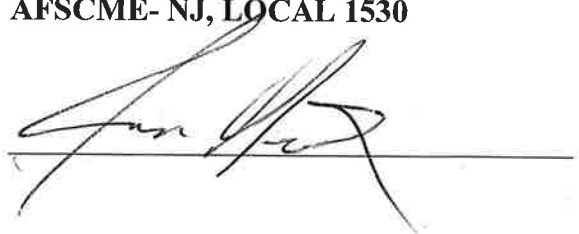
By:


Robert W. Bruschi, Acting Administrator

WITNESS:



**FOR THE BLUE COLLAR MUNICIPAL
EMPLOYEES AFFILIATED WITH
AFSCME- NJ, LOCAL 1530**



Agreement

By And Between

**The American Federation of State, County and
Municipal Employees - New Jersey
Local 1530**

and

The Municipality of Princeton

For the period January 1, 2020 to December 31, 2023

Approved by Princeton Mayor and Council on February 2, 2021

Approved by American Federation of State, County and Municipal Employees-
New Jersey Local 1530 on _____

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 - New Jersey (AFSCME - NJ), 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 both full-time and part-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.
4. Municipal notices of position vacancy.

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- 10: 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 Princeton facilities, equipment or motor vehicles must also be immediately reported to the supervisor or Department Head and the Princeton Police Department, if the accident occurs Princeton, or if outside of Princeton, the local Police Department having jurisdiction must be notified. A Police report must be obtained for any on-the job accident or accident involving municipal facilities, equipment or motor vehicles.

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

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

<u>Group III</u>	1	Suspension without pay
	2	Discharge
<u>Group IV</u>	1	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.
17. Failure to acknowledge an emergency call-in call within one (1) hour of receiving said call, unless a reasonable explanation is accepted by Princeton.

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 2020, 2021, 2022 and 2023 shall be as set forth in the Appendix Exhibit A attached hereto and made a part hereof.

A.1. Market Adjustment:

Members of the bargaining unit during the term of this contract shall be entitled to a one-time market adjustment of \$2,500 or \$500 to be added to their base pay after the cost of living adjustment outlined in Appendix Exhibit B.

B. Change in Salary:

1. Salary Schedule:

- a. See attached Appendix Exhibit A for salary ranges/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: Employees, both full time and part time, shall receive a 1.75% increase effective January 1, 2020, a 1.75% increase effective January 1, 2021, a 2.0% increase effective January 1, 2022, and a 2.0% increase effective January 1, 2023.
 2. New hires, during the length of this agreement, will receive their first 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 12:01 am 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 7:00 am and ending at 3:30 pm 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. Part time employees shall receive a thirty (30) minute unpaid meal break after every four (4) hours of work. The work schedule shall also provide for a fifteen (15) minute rest period after every other two (2) hours of work

- C. 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 ($1\frac{1}{2}$) 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 Saturdays 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.
- D. Employees in Parking Operations that are assigned a weekly schedule in which working on Saturday and Sunday is considered to be part of their forty (40) hour work week (these days shall not be considered for overtime or double time) shall have two (2) consecutive weekdays off from work (typically Tuesday and Wednesday). Those days will be considered as their "weekend" for that week. Should they be asked to work on those days, the employee shall receive overtime pay computed at one and one-half ($1\frac{1}{2}$) times the normal hourly equivalent for the hours worked on the first day and for the second of these two days the employee shall receive overtime compensation computed at two (2) times the normal hourly equivalent.
- E. 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.
- F. 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.
- G. Employees required to carry a telephone for possible emergency call-ins shall be eligible to receive twelve (12) hours pay at the straight time rate and can have access to a Princeton vehicle or receive twelve (12) 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.
- H. Employees are eligible to earn compensatory time in lieu of overtime up to a maximum of one hundred twenty (120) hours. Employees shall be allowed to sell back compensatory time earned from January 1 through October 31 up to a maximum of 40 hours. Employees shall notify Princeton of their intent to sell back compensatory time by November 15 and Princeton shall issue a separate deposit for the

compensatory time with the employee's regular pay prior to the end of 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: Out of Title Work

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 three dollars zero cents (\$3.00) 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- 4: Lateness

- A. 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.
- B. In the event of unavoidable lateness, the following will govern:
 - 1. 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.
 - 2. 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- 5: 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- NJ 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 -NJ
2653A Whitehorse Hamilton Square Rd.
Hamilton, NJ 08690

B- 6: 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- 7: 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. If an employee works to within 1 hour of their starting time, management may agree to grant rest time at the end of employee's shift.
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 (4) 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 employee's normal work day but shall be counted as four separate and independent hours of overtime pay.

B. Meal Allowance

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 workday, 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: \$35.00 per day maximum
2. When a part time employee is required to work more than the originally scheduled number of hours, Princeton shall compensate the employee for a meal allowance. 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 listed below:

- a. All meals: \$15.00 per day maximum
- 3. A signed slip, with receipts must be turned in within one (1) week of storm or other occurrence for reimbursement.
- 4. Princeton reserves the right to arrange for meals at a local restaurant in lieu of this reimbursement.
- 5. When an employee is scheduled, with at least 24 hours of notice, of an additional scheduled work shift that exceeds a full regular eight (8) hour scheduled shift, Princeton shall not compensate the employee with a meal allowance for every four (4) hours of overtime worked.

B-8: Equal Compensation during Severe Weather or Emergency

- A. If an emergency or severe weather forces the closure of Princeton buildings and/or offices, the full time employees of this bargaining unit shall receive compensation time for all hours worked during their regular work hours in addition to time and one half (1½) their normal rate of pay for all hours worked during the closure.
- B. 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 full time employees in this bargaining unit shall receive compensation 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, full time employees shall receive time and one half (1½) 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.
- C. Part time employees, in any of the above situations, will receive time and one half (1½) their normal rate of pay for all hours worked. Part time employees will not receive any compensation time for hours worked.

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.

<u>Length of Continuous Service Completed</u>	<u>Accrued Vacation Leave</u>
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.

- 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 15th of each year.
- E. Any request made for the use of five (5) days or more after April 15th 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 1 to December 31). 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 1)
 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 4)
 7. Labor Day (first Monday in September)
 8. Veteran's Day (November 11)
 9. Thanksgiving Day
 10. Friday following Thanksgiving Day
 11. Christmas Eve Day (December 24)
 12. Christmas Day (December 25)
 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

- A. 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.
- B. 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.

- C. 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.
- D. In the case of death of a bargaining unit employee, an employee shall be granted time off with pay to attend the funeral.
- E. 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 1 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.
- B. Sick Leave Earned- Hourly, temporary, per diem and other non-regular Employees shall be governed by the provisions below:
 - 1. Employees in the above categories shall be eligible for sick leave benefits and shall earn sick leave benefits at a rate of one (1) hour of sick leave for every thirty (30) hours actually worked.
 - 2. The accrual of sick leave for these employees shall begin on the first day of employment. However, an employee shall not be able to use their sick leave until they have one hundred twenty (120) days of employment.
 - 3. An employee may earn up to a maximum of forty (40) hours in any calendar year and shall be allowed to carry from one year to the next a maximum of forty (40) hours. However, an employee cannot accumulate more than forty (40) hours in any given year.
 - 4. If an employee is separated from employment, and the employee is rehired within six (6) months of separation, his/her previously accrued sick leave shall be reinstated in accordance with this policy.
 - 5. An employee shall give Princeton reasonable advanced notice of the intention to use sick leave. If the need to use sick leave is not foreseeable, the employee will be required to report the use of sick leave before the start of the workday or when practical if an emergency exists. An employee may

be asked to seek a replacement. However, the finding of a replacement shall not be a condition of approval of sick leave.

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

- F. 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. Princeton 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 two-thirds (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 Princeton 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 Princeton 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 forty-four (44) days. An unpaid leave is not permitted to cover the forty-four (44) 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 forty-four (44) 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 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 forty-four (44) 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 Statutes 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 to December 31 of the given year. Payments shall be prorated 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 worker's 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 worker's 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 worker's 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 Princeton 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 worker's 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 in the first year of the contract.
- One (1) hooded heavy weight sweatshirt in the first year of the contract.

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

- Eleven (11) cotton or blended pants.
- Eleven (1 1) short sleeved t-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 Fifty Dollars and Zero Cents (\$250.00) by March 1st of each year to purchase work boots.

Employees shall also receive a payment in the amount of Five Hundred Twenty-five Dollars and Zero Cents (\$525.00) as a safety allowance for use in purchase additional outerwear as appropriate to perform the duties of their position. The payment will occur with the first payroll of December of each year and will be a separate payroll deposit.

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 employees 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.

Part-time employees will not receive the safety allowance as 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 Comer 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 former Princeton Township, former 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 fifteenth (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 (with tracking sheet) 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

G – 1: Bi-Annual Meetings.

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-NJ 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

H - 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

I-1: Term and Renewal

This Agreement shall be in full force and effect as of January 1, 2020 and shall remain in effect through December 31, 2023 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 and 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 their entire proposals by September 1, 2023 or such later date as may be agreed to by the parties.

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 J - FULLY BARGAINED PROVISIONS

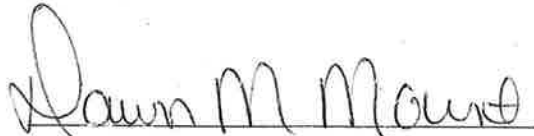
J - 1: Fully Bargained Provisions

- 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.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

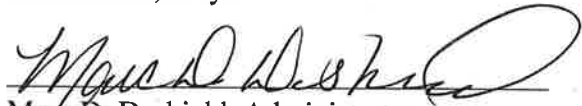
In witness thereof, Princeton and the Union have caused this Agreement to be signed by their duly authorized representatives as of this 24th day of February, 2021.

ATTEST:


Dawn Mount, Deputy Clerk

MUNICIPALITY OF PRINCETON

By: 
Mark Freda, Mayor

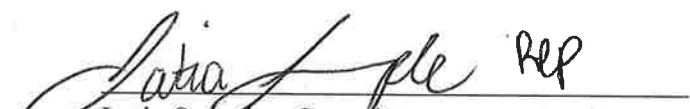

Marc D. Dashield, Administrator

**FOR THE BLUE COLLAR MUNICIPAL
EMPLOYEES AFFILIATED WITH
AFSCME- NJ, LOCAL 1530**


Joseph Sekeras, President


Axel Soto, Vice President


Debra Park, Council Representative


Latia Samples, Council Representative

APPENDIX

EXHIBIT A

Basic Rate of Pay

AFSCME - LOCAL 1530

SALARY RANGES

Cost of Living Increase

1.75%

1.75%

Title	Range for 2020	
Custodian I	41,165	58,760
Custodian II	58,519	59,666
Equipment Operator	66,777	68,298
Heavy Equipment Mechanic	53,711	78,248
Mechanic	41,165	61,191
Tree Person	50,422	68,298
Senior Maintenance	60,690	62,425
Maintenance Person II / Truck Driver	44,242	59,452
Maintenance Person I / Laborer	41,165	55,078
Senior Sewer Maintenance	62,944	64,553
Sewer Maintenance II	49,328	58,948
Sewer Maintenance I	43,391	44,503
Senior Meter Maintenance	53,404	62,638
Meter Maintenance Person I	41,165	52,669

Range for 2021	
41,886	59,789
59,543	60,710
67,946	69,493
54,651	79,617
41,886	62,262
51,304	69,493
61,752	63,517
45,017	60,492
41,886	56,042
64,045	65,682
50,191	59,979
44,150	45,282
54,339	63,735
41,886	53,591

EXHIBIT A

Basic Rate of Pay- Continued

AFSCME - LOCAL 1530
Cost of Living Increase

SALARY RANGES

2.00%

2.00%

Title	Range for 2022	
Custodian I	42,723	60,984
Custodian II	60,734	61,924
Equipment Operator	69,305	70,883
Heavy Equipment Mechanic	55,744	81,210
Mechanic	42,723	63,508
Tree Person	52,330	70,883
Senior Maintenance	62,987	64,787
Maintenance Person II / Truck Driver	45,917	61,702
Maintenance Person I / Laborer	42,723	57,163
Senior Sewer Maintenance	65,326	66,996
Sewer Maintenance II	51,195	61,179
Sewer Maintenance I	45,033	46,187
Senior Meter Maintenance	55,426	65,009
Meter Maintenance Person I	42,723	54,663

Range for 2023	
43,578	62,204
61,948	63,163
70,691	72,301
56,858	82,834
43,578	64,778
53,377	72,301
64,247	66,083
46,835	62,936
43,578	58,306
66,633	68,336
52,219	62,402
45,934	47,111
56,534	66,310
43,578	55,756

EXHIBIT B

Employee Eligible for Market Adjustment \$2,500.00

Name	Positon	Year
FERRARA, DEREK	Laborer/Maintenance I	2022
JONES, MATTHEW	Maintenance Person II/Truck Driver	2022
LAHOVICH, STEPHEN	Tree Person	2020
MERRILL, BRANDON	Laborer I/Maintenance I	2020
MOREEN, DENNIS	Heavy Equipment Mechanic	2022
RECINOS, EDGAR	Meter Maintenance	2023
TJARKS, JESSIE	Meter Maintenance	2023
WALLACE, SEAN	Maintenance II/Truck Driver	2020
HART, JASON	Heavy Equipment Mechanic	2020

An employee hired after 2014 that reach their 5th year shall be eligible for a market adjustment of \$2,500.00 added to their base pay after the cost of living adjustment. The market adjustment shall be made in the year indicated above. Except that any employee who has receives a promotion prior to his/her 5th year.

APPENDIX EXHIBIT C

Employee Eligible for Market Adjustment \$500.00

Name	Position
Alvarado, Rogelio	Custodian II
Bishara, Cory	Sr Sewer Maintenance Person
Decker, Rachel	Equipment Operator
Dobo, Stephen	Equipment Operator
Garcia, Alfredo	Sr. Maintenance Person/Truck Driver
Harmon, Clifford	Tree Person
Hemingway, Darryl	Sr. Maintenance Person/Truck Driver
Hopkins, Martin	Heavy Equipment Mechanic
Hughes, Jeffrey	Sr Sewer Maintenance Person
Hujber, Edward	Equipment Operator
Mccoy, Keith	Equipment Operator
Opalski, Jeffrey	Custodian II
Pasternak, Robert	Maintenance Person II/Truck Driver
Pfaff, Gregory	Sr. Maintenance Person/Truck Driver
Pollard, Frederick	Equipment Operator
Recinos, Edvin	Sr. Meter Maintenance
Rodriguez, Manuel	Sr. Maintenance Person/Truck Driver
Rueda, William	Maintenance Person I/Laborer
Sekeras, Joseph	Sr. Maintenance Person/Truck Driver
Soto, Axel	Maintenance Person II/Truck Driver
Torres, Jeffrey	Sr. Sewer Maintenance Person
Walker, Kenneth	Equipment Operator
Barrett, Joe	Equipment Operator
Pollard, David	Tree Person
Raber, Shane	Equipment Operator

During the term of this contract employee listed above are eligible for a \$500 market adjustment in 2022. The market adjustment shall be applied after the cost of living increase is applied.

APPENDIX D- 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.

Any employee whose work requires that the operation of municipal vehicles across state lines, must have a physical by a New Jersey Department of Transportation approved physician and said physical information must be on file with the New Jersey Motor Vehicle Commission.

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 Princeton 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 all 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 stick and mig welding (Requirement of any new employee hired after the date of the execution of this contract.)
6. Perform tasks associated with the municipality's operations. This includes, but is not limited to, pick - up, delivery, and transport.
7. Maintain records and make reports.
8. Heavy Equipment Mechanics need to be able to maintain and/or repair machinery or vehicles with a GVW of 26,000 lbs. or more.
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 Commercial Driver's License.

Custodian I, II, Senior Custodian, Head 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. Head Custodian will oversee/supervise one (1) or more other employees or outside staff/contractor(s).
7. 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, depend able, 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 (Full or Part Time Position)

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.