

PREAMBLE

The parties to this Agreement are the Trustees Of Princeton University, a corporation of the State of New Jersey, having its principal office in the County of Mercer and the State of New Jersey (“University”) and the Fraternal Order Of Police Princeton Lodge #75 Inc., affiliated with the New Jersey State Fraternal Order Of Police and The Grand Fraternal Order of Police, National Headquarters, 701 Marriott Drive, Nashville, TN 37214 (“FOP”).

ARTICLE 1
RECOGNITION

Section 1.1—Recognition of Fraternal Order of Police. The University recognizes the Fraternal Order of Police (F.O.P.) as the exclusive representative of “employees” as defined in Section 1.2 of this Agreement.

Section 1.2—Definition of Employees. Whenever used in this Agreement, the term employees shall mean all full-time commissioned Princeton University Public Safety Officers (Campus Police), appointed by the Princeton University Board of Trustees, in accordance with the provisions of the New Jersey Statutes, Title 18A:6-4.2 (see Appendix D), but excluding all other employees and supervisors as defined by the National Labor Relations Act, and as certified by the National Labor Relations Board in Case No. 22-RC-10136.

Section 1.3—Definition of Probationary Employee. An employee who has never accrued seniority under this Agreement, or an employee rehired after termination of seniority, shall be in probationary status for six (6) months following the date of hire or successful completion of a New Jersey Certified Police Academy, whichever is greater. New employees who are hired with pre-existing certifications from a New Jersey Certified Police Academy shall serve a twelve (12) month probationary period from date of hire. Employees will be required to complete successfully the Police Academy/receive PTC certification and the Public Safety Field Training program, whenever those occur.

ARTICLE 2
MANAGEMENT AND FRATERNAL ORDER OF POLICE RIGHTS AND RESPONSIBILITIES

Section 2.1—Retention of Managerial Prerogatives. Unless specifically limited by the express language of this Agreement, the University retains all of the power, rights, functions and responsibilities and authority to carry out its educational mission, to undertake all related supporting functions and direct its employees, which belonged to the University prior to the F.O.P.'s certification. Unless specifically limited by express language of this Agreement, the rights reserved to and retained by the University but by no means wholly inclusive, are the right to hire; to assign duties to the workforce; to assign or transfer temporary or regular employees to other classifications as operations may require; to determine the number and type of employees required including part-time and temporary employees; to introduce new or improved methods, machinery or facilities; and in all respects to carry out the ordinary and customary functions of management.

Section 2.2—Space for Fraternal Order of Police Meetings. The University shall provide adequate meeting space for F.O.P. general membership meetings, subject to availability.

Section 2.3—Fraternal Order of Police Right to Information.

(a) The University shall provide to the F.O.P., upon written request, any information which is legally required for the F.O.P. to function as a collective bargaining representative, or to process grievances by or on behalf of, employees covered by this Agreement.

(b) The University shall provide the F.O.P. President on a monthly basis a report of all hires, promotions into the bargaining unit, reclassifications, terminations, leaves of absence in excess of thirty calendar days duration, and temporary disabilities in excess of eight calendar days within the bargaining unit. Such reports shall include the employee's name and date of appointment, termination, first and/or last day of leave.

(c) An employee shall be allowed to review his/her University personnel file in accordance with University procedures for such review. An employee, upon written request, may receive a copy of any item in such file. An employee may comment on any annual performance evaluation in this file, and such written comments shall be attached to the particular appraisal.

(d) Representatives of the F.O.P. may have access to the University campus during working hours to meet with members of the bargaining unit as required to enable them to ensure that this Agreement is being properly administered, provided that a representative of the F.O.P. has obtained prior permission for such access, and for the timing and location of such meeting, from the University's Director of Employee/Labor Relations or Director of Public Safety (which shall not unreasonably be withheld) and further provided that any such meeting shall not interfere with the performance of assigned duties by any member of the bargaining unit.

Section 2.4—Fraternal Order of Police Bulletin Board Space. The University shall allow the F.O.P. to post official union notices on bulletin boards in designated work areas mutually agreed upon by the F.O.P. and the University. The areas of bulletin boards agreed upon for F.O.P. use shall be used and maintained by the F.O.P. Official F.O.P. notices shall include notices of meeting, elections, seminars, program information, training programs, and F.O.P. activities. F.O.P. material posted on such bulletin board space shall not contain anything derogatory to the University or any of its employees, or to any

labor organization. The F.O.P. assumes responsibility for complete compliance with the provisions herein contained. If the University objects to any posted material as not being in compliance with this section, it shall inform a F.O.P. Representative, who shall remove the notice(s) in question.

The University will provide the FOP Lodge #75 with secure file cabinet space, a computer (based on availability), WEB space, and internet access. The latter will be used to conduct FOP business within established University policy guidelines.

Section 2.5—Paid Hours for Official FOP Business.

The FOP officers or appointed representatives may utilize paid time off hours to attend to official FOP business. Such hours will not cause overtime or interfere with University operating needs, and that Public Safety senior management has the final approval on granting hours based on operating considerations. The management agrees to try to be flexible in considering requests, e.g. achieving shift coverage by moving officers between shifts.

ARTICLE 3

NO STRIKES OR LOCKOUTS

Section 3.1—No Strikes. In consideration of the University's commitment as set forth in Section 3.3 of this Agreement, the F.O.P., its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the University's operations, whether or not such a strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (a) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Articles 7 and 8 of this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; or (c) involves a matter which has been discussed between the University and the F.O.P.; or (d) involves a matter which was within the knowledge or the contemplation of the University and the F.O.P. at the time this Agreement was negotiated or executed.

Section 3.2—Discipline for Violation of Section 3.1. The failure or refusal on the part of any employee to comply with the provisions of Section 3.1 of this Agreement shall be cause for immediate discipline, including discharge. The University will notify the F.O.P. of any violation of Section 3.1, and such F.O.P. officers and Representatives will immediately take actions reasonably calculated to end the violation. The failure or refusal by a F.O.P. officer or Representative to comply with the provisions of Section 3.1 of this Agreement, or the preceding sentence, constitutes leading and instigating a violation of said Section 3.1, it being specifically agreed that the F.O.P. officers and representatives, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 3.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the University.

Section 3.3—No Lockouts. In consideration of the F.O.P.'s commitment as set forth in Section 3.1 of this Agreement, the University shall not lock out employees.

Section 3.4—Expedited Arbitration. In the event of an alleged violation of Section 3.1 of this Agreement arising out of a matter not subject to resolution pursuant to the grievance and arbitration procedures set forth in Articles 7 and 8 of this Agreement, the University may institute expedited arbitration proceedings regarding such alleged violation by delivering written or telegraphic notice thereof to the F.O.P. and to the American Arbitration Association. Immediately upon receipt of such written or telegraphic notice, the American Arbitration Association shall appoint an arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearing, give telegraphic notice thereof, and hold the hearing within twenty-four (24) hours after his appointment. The fee and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by the University and the F.O.P. The failure of either party or any witness to attend the hearing, as scheduled and noticed by the arbitrator, shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Section 3.1 of this Agreement has occurred or is occurring, and the arbitrator shall not consider any matter justifying, explaining or mitigating such violation. If the arbitrator finds that a violation of Section 3.1 of this Agreement is occurring or has occurred, he shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the University and the F.O.P.

ARTICLE 4
UNION SECURITY

Section 4.1—Union Membership Obligations. All regular employees (a regular employee for the purposes of this Section is an employee filling a budgeted position and whose normal work schedule is half of full-time or more and is employed a minimum of twenty-one (21) pay periods per year with no limit placed on the term of employment) shall become members of the F.O.P. no later than the thirty-first (31st) day following the beginning of such employment and thereafter maintain their membership in the F.O.P. in good standing as a condition of continued employment. All employees covered by this agreement who are members of the F.O.P. and all employees covered by this Agreement who subsequently join the F.O.P., shall maintain their membership in good standing as a condition of continued employment during the term of this Agreement.

Section 4.2—Membership Obligation, Temporary Employees. All temporary employees are also required to become members of FOP subject to and in accordance with Article 4, Section 4.1 as follows: Anyone employed as a temporary in the Patrolman position for more than 90 days will be required to join the FOP.

These temporary employees will not be entitled to the benefits and agreements within this contract.

A temporary employee employed for 5 months will be entitled to an evaluation of performance. After 6 months of employment, the temporary employee may have access to the grievance procedure.

Section 4.3—Discharge of Employee for Failure to Comply with Section 4.1. The F.O.P. may demand the discharge of any employee who, on any tender date specified in Section 4.1, fails to comply with the provisions of that Section, by serving written notice thereof on the University not later than ten (10) calendar days after such tender date, if, prior to such tender date, the F.O.P. has notified the employee of the exact amount of the financial obligation due to the F.O.P. As soon as the University has verified that the employee specified in such written notice has failed to comply with the provisions of Section 4.1, and that the discharge of the employee would not otherwise be unlawful, the University shall discharge the employee.

ARTICLE 5
CHECKOFF

Section 5.1—Checkoff. Upon receipt by the University of a checkoff authorization in the form set forth in Section 5.2 of this Agreement, dated and executed by an employee, the University shall deduct from the wages owed such employee for the first payroll period ending in each calendar month following receipt of such checkoff authorization, until such checkoff authorization is revoked by the employee in accordance with the terms thereof, the F.O.P.'s membership dues for the month in which such deduction is made. The University will forward the monies so deducted to the Treasurer of the F.O.P. not later than the fifteenth (15th) day of the calendar month in which deduction is made. The University shall deduct from an employee's wages that amount of money which the Treasurer of the F.O.P. has certified to the University, in writing, is the amount of dues properly established by the F.O.P. in accordance with the applicable law and the F.O.P.'s Constitution and bylaws, required of all employees as a condition of acquiring or retaining membership in the F.O.P. The F.O.P. may change the monthly F.O.P. membership dues to be deducted once per contract year. If, for any payroll period in which the University is obligated to make deductions pursuant to this Section 5.1, the wages owed an employee (after deductions mandated by any governmental body) are less than the amount of money which the employee has authorized the University to deduct pursuant to this Section 5.1, the University shall make no deductions from wages owed the employee for the payroll period and shall make no deductions, which would have been made from wages owed the employee for that particular payroll period, from wages owed the employee for any future payroll period.

Section 5.2—Checkoff Authorization Form. The University shall not deduct any monies from an employee's wages pursuant to Section 5.1 of this Agreement, unless the checkoff authorization executed by the employee conforms exactly to the following form:

CHECKOFF AUTHORIZATION

(a) **Authority to Deduct.** I hereby authorize Princeton University to deduct from wages owed to me for the first payroll period ending in each calendar month, and to forward to the F.O.P., F.O.P. #75, the monthly membership dues uniformly required of all employees as a condition of acquiring or retaining membership in the F.O.P., F.O.P. #75.

(b) **Irrevocability of Authorization.** This Checkoff Authorization shall be irrevocable for a period of one year following my execution thereof, or until the expiration of any applicable collective bargaining agreement, whichever occurs sooner. Thereafter, it shall be automatically renewed for successive one (1) year periods unless written notice of revocation of this Checkoff Authorization, executed by me, is delivered to Princeton University: (1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the annual anniversary of my execution hereof, or (b) the expiration date of any collective bargaining agreement obligating Princeton University to honor this Checkoff Authorization, or (2) during any period when there is no collective bargaining agreement in effect obligating Princeton University to honor this Checkoff Authorization. This Checkoff Authorization was voluntarily executed on _____, 20____.

Signature of Employee

Section 5.3—Indemnification of University. The F.O.P. shall defend, indemnify, and save the University harmless against any and all claims, demands, suits, grievances, or other liability incurred by the University that arise out of or by reason of actions taken or not taken by the University pursuant to this Article 5.

ARTICLE 6

DISCIPLINE AND DISCHARGE

Section 6.1—Just Cause Standard. The University retains the right to discipline and discharge an employee for just cause.

Section 6.2. Progressive Discipline. The University and the FOP agree that one of the goals of performance management is to build superior performance through ongoing, regular feedback. In most cases, department managers will provide this feedback to team members via informal coaching sessions. In those cases where performance or conduct problems arise, the goal of coaching becomes problem solving. Where performance problems persist, department managers must engage in formal discipline. The parties agree that the Progressive Discipline system is an effective and professional method to help employees resolve performance problems quickly and permanently. As such, the parties agree to implement the formal discipline guidelines of Progressive Discipline as the accepted formal disciplinary system except in situations which involve egregious violations of University policies, or violations of state or other laws may lead to immediate termination. The formal Progressive Discipline guidelines will include the following:

1. Oral reminder – first level of the formal discipline process (Managers will generally keep a written record of this).
2. Written reminder – second level of the formal discipline process.
3. Suspension– third level of formal discipline. Typically the leave will be paid; the determination of whether a suspension is paid or unpaid will be based on a number of factors including the nature and/or seriousness of the violation.
4. Termination of Employment– final level of formal discipline.

Section 6.3—Consideration of Prior Disciplinary Action. In determining the appropriateness of the discipline or discharge of an employee under this Agreement, the University will not consider any disciplinary suspension, warning or other disciplinary action which occurred more than 18 months before the event for which discipline is to be imposed.

Section 6.4—Suspension Pending Investigation. When an employee is suspended pending an investigation, the employee shall be given, within a reasonable time after the suspension takes place, but in no event more than 72 hours after the suspension is effective, a brief written statement (copy to the FOP) setting forth the reasons for the suspension, this time shall be exclusive of weekends and holidays. This written statement shall not limit the University's or the FOP's right to use additional or supplemental information not contained in the initial statement in determining the appropriate disciplinary action to be taken. The suspension under these circumstances shall be with pay. The Department of Public Safety policy on Internal Affairs will be based on the New Jersey Attorney General Internal Affairs guidelines as they apply to private institutions. The Department will follow this policy and procedures as well as the Princeton University Office of Human Resources guidelines when conducting investigations. The University will follow the procedures set forth by the Department of Public Safety Internal Affairs and the Princeton University Office of Human Resources when conducting investigations.

Section 6.5—Notice to Fraternal Order of Police. The F.O.P. will be furnished with a copy of all written disciplinary warnings issued to a member of the bargaining unit and will be informed of the reasons for demotion or discharge of any member of the bargaining unit.

Section 6.6—Consideration of Filed Complaints. Generally, when a complaint is serious enough to warrant investigation of a Patrolman's actions and may result in an immediate reprimand, the Patrolman will be given any pertinent information required to respond to the complaint. In specific circumstances, management reserves the right to make judgments in matters of confidentiality. The FOP has the right to challenge the authenticity of any such complaint if the anonymity of the complainant can reasonably be said to restrict the ability of the Patrolman to respond effectively.

ARTICLE 7
GRIEVANCES

Section 7.1—Definition of a Grievance. A dispute arising out of the interpretation or application or claimed violation of any provision of this Agreement, or a dispute involving discipline or discharge of an employee, shall be defined as a grievance.

Section 7.2—Grievance Procedures.

(a) **Step 1—Oral Notice to Immediate Supervisor.** Not later than ten (10) workdays after (1) the event giving rise to the grievance, or (2) the date on which the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee, with or without his F.O.P. Representative, must discuss the grievance with his immediate supervisor. The immediate supervisor shall orally respond to the employee not later than five (5) workdays thereafter. An employee shall take up a grievance regarding discipline or discharge at Step 2.

(b) **Step 2—Written Grievance Appeal to Director of Public Safety.** If the grievance is not settled at Step 1, the employee shall reduce the grievance to writing and present it to the Director of Public Safety or designee within five (5) workdays after receipt of the immediate supervisor's oral answer at Step 1. The grievance shall be discussed among the employee, F.O.P. Representative or designee, the supervisor and the Director of Public Safety or designee. A written answer to the grievance shall be given to the F.O.P. by the Director of Public Safety or designee within five (5) workdays of such discussion.

(c) **Step 3—Written Appeal to the Director of Employee/Labor Relations.** If the grievance is not settled at Step 2, the F.O.P. shall, within five (5) workdays following the date of the written answer of the Director of Public Safety or designee, request in writing a discussion of the grievance with the University's Director of Employee/Labor Relations, or designee. The grievance shall be discussed by the Lodge Representative or designee, and the employee and the University's Director of Employee/Labor Relations or designee at a mutually agreeable time and place but not later than five (5) workdays after the request for discussion. A written answer to the grievance shall be given to the F.O.P. by the Director of Employee/Labor Relations or designee within ten (10) workdays after such meeting. Such answer shall be final and binding on the employee, the F.O.P. and the University unless it is timely appealed to arbitration in accord with the procedures set forth in Article 8 of this Agreement. The F.O.P. retains the right to employ a state F.O.P. representative to present grievances at this step of the grievance procedure.

Section 7.3—Written Presentation. All grievances presented at Step 2 of the procedure set forth in Section 7.2 of this Agreement shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the names of the aggrieved employee(s); and the remedy sought. All grievances at Step 2 and appeals at Step 3 of the procedure set forth in Section 7.2 of this Agreement shall be signed and dated by the aggrieved employee and/or his F.O.P. representative. All written answers submitted by the University shall be signed and dated by the appropriate University representative.

Section 7.4—Time Limitations. The time limitations set forth in this Article 6 are of the essence of this Agreement. No grievance shall be accepted by the University unless it is submitted or appealed within the time limits set forth in Section 7.2 of this Agreement, unless the parties agree to extend the time limitations. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Step 3, it shall be deemed to have been settled in accordance with the University's Step 2 answer. If the University fails to answer within the time limits set forth in Section 7.2 of this Agreement at Steps 1 or 2, the grievance shall automatically proceed to the next step.

Section 7.5—Recognition of Fraternal Order of Police Representatives. The F.O.P. may designate, and the University will recognize, not more than three (3) representatives (one from each shift) to represent employees in the presentation and settlement of grievances. The University shall not be required to recognize any employee as a Representative unless the F.O.P. has informed the University, in writing, of the employee's appointment as a representative. With the prior permission of his immediate supervisor, a Representative may, for a reasonable period of time, meet with the employee during working hours on University premises, to investigate a grievance requiring immediate attention. As referenced in the first sentence above only designated FOP representatives can participate in and/or attend the grievance procedure.

Section 7.6—Exclusivity of Grievance Procedure. The grievance procedure in this Article 7 shall be the sole and exclusive remedy available to an employee or the F.O.P. for resolving disputes arising under this Agreement. If any subject matter which is or might be alleged as a grievance is instituted in any administrative action before a governmental board or agency, then such administrative procedure shall be deemed to be the sole remedy elected by the employee or the F.O.P., and a grievance under this Agreement shall no longer exist, unless an official order by the governmental board or agency directs to the contrary.

ARTICLE 8
ARBITRATION

Section 8.1—Appeal Procedure. Any grievance, as defined in Section 7.1 of this Agreement, which has been properly and timely processed through the grievance procedure set forth in Article 7 of this Agreement and which has not been settled at the conclusion thereof, may be appealed to arbitration by the Union by serving the University's Director of Employee/Labor Relations with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section 8.1 within thirty (30) calendar days after receipt of the written answer of the University at Step 3 of the grievance procedure set forth in Article 7 of this Agreement shall constitute a waiver of the F.O.P.'s right to appeal to arbitration, and the written answer of the University at Step 3 of the grievance procedure shall be final and binding on the aggrieved employee, the University and the F.O.P.

Section 8.2—Selection of Arbitrator. Not later than ten (10) calendar days after the F.O.P. serves the University with written notice of intent to appeal a grievance to arbitration, the University and the F.O.P. shall jointly request the American Arbitration Association to furnish, to the University and the F.O.P., a list of seven (7) qualified and impartial arbitrators. Within ten (10) calendar days after receipt of that list by the University, the University and the F.O.P. shall alternately strike names from the list, until only one (1) name remains. The arbitrator whose name remains shall hear the grievance.

Section 8.3—Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator, and his opinion and award, shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the F.O.P. and the University. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the University and the F.O.P. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the F.O.P. and the University.

Section 8.4—Fees and Expenses of Arbitration. The filing fee of the American Arbitration Association shall be borne exclusively by the party filing for arbitration. The fees and expenses of the arbitrator shall be shared equally by the University and the F.O.P.; otherwise each party shall bear its own arbitration expense.

ARTICLE 9

SENIORITY

Section 9.1—Definitions.

(a) **Seniority.** University seniority shall mean an employee's length of continuous service with the University within or without the bargaining unit, measured in calendar days from the first day the employee actually worked for the University on or after the employee's most recent date of hire. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee whose name appears earlier on the University's alphabetical listing of employees shall be deemed more senior. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Section 1.3 of this Agreement, at which time the employee shall possess seniority as defined in this Section 9.1. Seniority shall be applicable only as expressly provided in this Agreement.

(b) **Bargaining Unit Seniority.** Employees once hired to fill budgeted positions represented by the FOP shall earn bargaining unit seniority from the date of hire.

Bargaining Unit seniority shall be measured by calculating the sum of (1) the number of calendar days from the first day the employee actually worked as a Patrolman or Investigator and (2) one-half of the employee's University seniority (to a maximum of two (2) years of University seniority); provided, that an employee who is temporarily transferred to a non-bargaining unit position for ninety (90) calendar days or less shall be deemed to have worked continuously as a Patrolman for the period of temporary transfer.

Section 9.2—Seniority List. The University shall provide the F.O.P. President with a current seniority list every January 1 and July 1.

Section 9.3—Return of Personnel to the Bargaining Unit. A person who, after transfer or promotion out of the bargaining unit, remains in the continuous employ of the University, may be transferred, at the sole option of the University and notwithstanding any other provision of this Agreement, to a Patrolman or Investigator position in the bargaining unit previously held by the person. If the transfer of such a person to the bargaining unit requires the layoff of an employee, the employee in the bargaining unit with the least University seniority will be laid off; provided that, if the transferee does not have more Bargaining Unit seniority than the employee with the least University Seniority, the University may not effect the transfer. A prospective transferee will be considered to have retained all Bargaining Unit Seniority which he accrued while serving as a Patrolman or Investigator.

Section 9.4—Termination of Seniority. An employee's University and Bargaining Unit seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- (a) Discharge for just cause, quit, retirement, or resignation;
- (b) Failure to give notice of intent to return to work after recall within the time period specified in Section 10.2(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- (c) Except for layoff, time lapse of twelve (12) months, or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the University, regardless of reason;

- (d) Failure to return to work upon expiration of a leave of absence or any approved extension thereof;
- (e) Failure to report to work for a period of three (3) consecutive scheduled working days without notice to the University of a justifiable reason for such absence;
- (f) Continuous layoff for a period of twelve (12) months, or for more than five (5) months for an employee whose University seniority is less than one (1) year, or for a period equal to the employee's seniority, whichever is less;
- (g) Acceptance of gainful employment while on leave of absence from the University unless the gainful employment is approved by the University.

Section 9.5—Bridging of University and Bargaining Unit Seniority. An employee who is terminated from a bargaining unit position as a result of layoff or disability, and who returns within one year, shall have his seniority bridged after he has been continuously employed within the bargaining unit for a one-year period.

Section 9.6—Application of Bargaining Unit Seniority. Bargaining unit seniority shall be used for the purpose of temporary assignment to Officer in Charge (OIC) if, in the judgment of the University, the senior individual has the skills, knowledge, ability, and work record to carry out the responsibilities of the position. Bargaining unit seniority shall be used for the purpose of shift selection and vacation scheduling. Bargaining unit seniority is determined by the formula

$$\frac{\text{Months of University Service}}{2} = X \text{ (to a maximum of 24 months)} \\ + \text{Months of Officer Service}$$

Section 9.7—Transfer/Promotion Status of New Employees. New University employees shall remain in their current position for twelve (12) months past the probationary period before being eligible to apply for a job opening in another University department. However, interdepartmental promotions and transfers are subject only to the 90 day probationary period. Waivers of this provision may be considered by the Director of Public Safety.

ARTICLE 10
LAYOFF AND RECALL

Section 10.1—Layoff.

(a) **Determination of Layoffs.** The University will determine the timing of layoffs and the number of employees to be laid off. A uniform reduction in the number of hours scheduled in a workweek for all employees shall not constitute a layoff.

(b) **Layoffs.** If the University determines that one (1) or more employees shall be laid off, the University will lay off employees in inverse order of their University seniority.

(c) **Temporary Staff.** In the event of a layoff, if there are temporary employees in the Patrolman classification, the Department of Public Safety will not retain those employees. In addition when rehiring occurs, no temporary employees will be hired into Patrolman positions until the Patrolman recall list has been implemented according to the recall provision as described in Section 10.2.

Section 10.2—Recall.

(a) **Order of Recall.** If the University determines to fill a vacancy for Patrolman or Investigator, and there are employees who are laid off who have not forfeited their seniority, such employees shall be recalled in the reverse order of layoff.

(b) **Notice of Recall.** The University will forward notice of recall by certified and regular mail to the last known address of the employee, as reflected on University records. The employee must, within ten (10) calendar days of delivery or attempted delivery of the notice of recall, notify the University of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date.

(c) **Notice to Fraternal Order of Police.** A copy of the recall notice will be sent to the F.O.P. President.

ARTICLE 11
WAGES

Section 11.1—Job Classification. The job classification of Princeton University Public Safety Officer (Police Officer) is covered by the Agreement. The job classification includes the special duty assignments of Investigator, Crime Prevention Coordinator, and other designated special duty assignments which may be created. The job description for the position is maintained by the Office of Human Resources, modifications to the job description shall be discussed with the FOP prior to implementation. The parties agree to negotiate over impact and implementation issues associated with the changes. Any resulting grievance and/or arbitration shall be limited to impact and implementation issues and shall not limit the Department's right or ability to modify job descriptions.

Section 11.2—Straight-time Rate of Pay.

(a) Except as otherwise specified in this Agreement, an employee shall be paid the straight-time rate of pay for all time for which the employee is entitled to compensation pursuant to a provision of this Agreement. The straight-time rate of pay for the job classification of Princeton University Public Safety Officer (Police Officer) shall be the rate specified in section 11.2 (a), but that rate will increase dependent on performance of the of the group and the merit pay associated with meeting specific goals (this merit feature will be suspended until after the 7/1/2013 wage increase).

Structure for new hires and minimum salary placement for current employees:

<u>Years</u>	<u>DOR</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
0-1	\$ 50,554.86	\$ 50,554.86	\$ 52,000.00
1-2	\$ 52,071.51	\$ 53,633.65	\$ 54,600.00
2-3	\$ 53,633.65	\$ 56,315.33	\$ 57,330.00
3-4	\$ 55,242.66	\$ 59,131.10	\$ 60,196.50
4-5	\$ 56,899.94	\$ 62,087.66	\$ 63,206.33
5-6	\$ 58,606.94	\$ 65,192.04	\$ 66,366.64
6-7	\$ 60,365.15	\$ 68,451.64	\$ 69,684.97
7-8	\$ 62,176.10	\$ 71,874.22	\$ 73,169.22
8-9	\$ 64,041.38	\$ 75,467.93	\$ 76,827.68
9-10	\$ 65,962.63	\$ 79,241.33	\$ 80,669.07
<u>10+</u>	<u>\$ 67,941.50</u>	<u>\$ 83,203.40</u>	<u>\$ 84,702.52</u>

The structure shall establish minimum salaries for current employees and hire rates for new employees. All current employees will receive wage increases as indicated on appendix A.

{Appendix A attached}

Section 11.3 Time Clocks. The department will provide the union at least 30 days notice before requiring the use of time clocks to record hours worked/paid. The parties agree to negotiate over impact and

implementation issues associated with the changes. Any resulting grievance and/or arbitration shall be limited to impact and implementation issues and shall not limit the Department's right or decision to institute a time clock or timekeeping system.

Section 11.4—Special Duty Assignment Pay. A University Officer who receives a special duty assignment such as investigator or crime prevention officer or other agreed upon assignments not identified in section 11.5, will be eligible after 6 months for a \$1500 differential. The designation shall be at the sole discretion of department administration. The differential will be paid as a lump sum, it will be paid on December 1st or July 1st, depending on which date is closest to the date of eligibility. The differential will be prorated by the department (\$750 where an officer works three (3) months in special duty), however in such circumstances, only one lump sum shall be paid per year on December 1st or July 1st, depending on which date is closest to the date of eligibility (after the officer worked in the special duty position for at least three months).

Section 11.5-Special Skills and Duties Incentives. Officers who, in addition to the performance of regular duties, also serve in other duties which require special skills/training will be paid a special skills incentive. The following categories and incentives will apply:

A one-time lump sum of \$500 to current officers with valid EMT certification. The Employer shall also reimburse any current officer with a valid EMT certification for the licensure/registration fees associated with the EMT recertification process. This special duty pay will no longer be recognized after 7/1/2011.

Field Training Officer ----- \$2500

The FTO incentive will be paid for the hours the officer is actually performing or preparing to perform the duty. The up to \$2500 lump sum payment will be determined as follows: \$5.00 per hour for every hour up to \$2500. FTO are required to keep a log of the hours spent performing such duties (the log shall include, date, hours, activity, person(s) involved and authorization) and submit log for review by DPS administration. This lump sum payment shall occur on July 1st and/or December 31st.

Section 11.6—Officer in Charge (OIC) Rate of Pay. Princeton University and the Fraternal Order of Police Lodge #75 agree to the following conditions pertaining to patrolmen working in the role of Officer in Charge (OIC).

1. The University may designate up to five (5) employees to serve as OIC's. The OIC's will be assigned for a period of two years and will be paid \$2500 per year on July 1st and/or December 31st. One OIC shall be assigned to each shift. The remaining two (2) OICs shall be assigned to the two (2) shifts that are covered by the "floating" supervisor. Officers will be selected from a pool of eligible volunteers based on seniority. If there is not a sufficient number of volunteers eligible officers shall be selected in inverse order of seniority.
2. The University may assign an OIC trained Officer to work as OIC based on operational needs. Generally OIC's are not mandated to cover for Supervisor's. In cases where a designated OIC is not available, a qualified temporary replacement will be named and paid \$5/hr. for all hours worked as an OIC.
3. The University will make every attempt to notify the Officer in advance regarding the dates s/he will be working in the capacity of an OIC.

4. Officers on a scheduled day off cannot be mandated to come in to work as an OIC if the need arose from a Supervisory call out, sick day or other use of benefit time.
5. If an Officer working as an OIC on his/her off duty shift, the employee cannot be mandated to work overtime.
6. Probationary officers or officers with less than 12 months of Princeton University experience cannot be mandated to work as an OIC.
7. The department will make every effort to minimize “bumping” of officers by OIC’s, including allowing senior officers qualified to work as OIC’s the opportunity to elect to perform such duties after the assignment of a more junior officer but before the junior officer begins to perform the duties of OIC.

Section 11.7—Reunions. When a University Police Officer supervises a reunion site as Officer in Charge, the officer will be paid a differential rate of \$5.00/hour for all hours worked.

Section 11.8—Pay for Time Spent in Collective Bargaining Negotiations. The University will pay up to any three members of the bargaining unit designated by the FOP their straight-time pay for time actually spent meeting with representatives of the University during formal collective bargaining negotiations; bargaining representative will be paid at a straight time rate and may count hours working at negotiations as working in-lieu of normal hours provided that man power is adequate. Such time shall not count as time actually worked in computing entitlement to overtime premiums. This benefit only applies for hours that the employee is normally scheduled to work. Benefit time (vacation, sick, comp, etc.) shall not be used in lieu of pay.

ARTICLE 12
EMPLOYEE BENEFIT PLANS

Section 12.1. For the duration of this Agreement, the University shall continue to provide the benefits or equivalent benefits contained in such University Employee Benefit Plans and which covered members of the Bargaining Unit on the same terms and conditions applicable to bi-weekly paid University employees. For purposes of this Article, Employee Benefit Plans shall mean the following University programs, plans or policies:

1. Faculty/Staff Educational Assistance/Tuition Grant Program
2. Faculty and Staff Children's Supplemental Loan Program
3. Health Insurance Plan
4. Pension Plan
5. Housing Program
6. Continuing Education Program
7. Long Term Disability Program
8. Group Life Insurance Program/Accidental Death and Dismemberment
9. Business Travel Accident Insurance
10. Supplemental Retirement Annuities
11. Workers' Compensation
12. Excused Paid Absences (including what is known as "compelling reasons time")

ARTICLE 13
HOURS OF WORK AND OVERTIME

Section 13.1—Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the University to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The University's pay records, practices and procedures shall govern the payment of all wages.

Section 13.2—Workweek. The workweek shall consist of seven (7) days beginning immediately after 11:00 p.m. or 11:59 p.m. on Sunday and ending at 11:00 p.m. or 11:59 p.m. the following Sunday. The department will provide at least 30 days notice when switching between the 11:00 p.m. or 11:59 p.m. workweek.

Section 13.3—Workday. A workday is a period of twenty-four (24) consecutive hours beginning immediately after 11:00 p.m. or 11:59 p.m. of one day and ending at 11:00 p.m. or 11:59 p.m. on the following day. The department will provide at least 30 days notice when switching between the 11:00 p.m. or 11:59 p.m. workday.

Section 13.4—Regular Workday. A regular workday for employees covered under this agreement shall consist of eight (8) hours or (10) hours plus a forty-five (45) minute paid lunch period. Generally it is expected that each employee's lunch period will be designated at the start of the shift, but the specific time may be altered based on operational needs.

Section 13.5—Work Schedules. Newly hired officers (upon successful completion of the academy) shall be assigned to a shift based on departmental needs (in this case defined as, ensuring an adequate balance of new and senior officers, and to ensure appropriate orientation/familiarization of new officers to all shifts). The Department shall take all reasonable steps to minimize the need for, and duration of, "bumping" or otherwise altering the shifts of employees, including but not limited to assigning newly hired officers to orient/train on different shifts.

The University will continue the current "Harvard Mod" schedule. Should it become necessary to alter an employee's regular work schedule, the employee shall be given at least five (5) calendar days of notice. When the schedule of more than one employee is being altered, the department will determine shift assignment based on departmental needs (as defined above) and seniority (employees will be given the opportunity to "bid" for available shifts); however departmental needs (ensuring that junior officers are complimented by more senior officers) will be the determining factor. (This does not apply to temporary changes as described below)

Voluntary work assignments/overtime will be assigned based on a rotational list, which will be established through seniority, with the most senior officer placed at the top of the list. When a voluntary overtime opportunity arises, it will be offered to the officer at the top of the list. If the officer on the top of the list accepts the voluntary opportunity, she/he will then be moved to the bottom of the rotational list. If the officer at the top of the list declines the overtime opportunity, she/he will be moved to the bottom of the list and the opportunity will be offered to the next officer at the top of the list. If no officers on the

voluntary list volunteer, the department may mandate the assignment in accordance with the mandatory assignment procedure.

Due to the nature of the work being performed, the department may need to mandate employees to work above their scheduled workday/workweek on an as needed (temporary) basis. The rotation for mandatory work will be based on a rotational list established through seniority, with the most junior officer placed at the top of the list. Employees currently working may be required to stay through the next shift (starting with the most junior officer based on seniority) before employees are called in from home. Employees who are required to stay and work past their shift to cover an open shift/event will be moved to the bottom of the "mandatory work" list. Overtime will apply as applicable. Quality of life issues shall continue to be considered when assigning mandatory work (this may include assignment of a partial shift or other reasonable accommodation from mandation). The department will skip over employees who are on vacation or otherwise unavailable (examples: active jury duty, Leave Of Absence, FMLA, Disability) when calling employees in for a mandatory work assignments. Failure to work a mandated shift/hours/day may result in discipline up to and including termination of employment. Employees who call out sick for mandated work may be required to produce a doctor's note prior to returning to work. On the rare occasion where mandatory overtime procedures described above do not provide sufficient coverage, an employee may be called in from home.

Shift Start times for eight (8) hour shifts:

Day: 7:00 a.m. to 8:00 a.m.

Afternoon: 3:00 p.m. to 4:00 p.m.

Night: 11:00 p.m. to 12:00 a.m.

Shift Start times for ten (10) hour shifts:

The ten (10) hour shifts will begin within one (1) hour before or one (1) hour after the corresponding eight (8) hour Day or Afternoon shift. The ten (10) hour Night shift will begin within two (2) hours before or one (1) hour after the corresponding eight (8) hour Night shift.

Employees will report for duty by the start of their shift, in uniform and ready to perform their duties.

Section 13.6—Overtime Rate of Pay.

(a) Time worked in excess of eight (8) hours or (10) hours on a regularly scheduled work day will be paid at time and one half. Time worked in excess of forty (40) hours in a workweek will be paid at time and one half. There shall not be any duplicate payments of overtime under these provisions.

(b) The minimum guarantee for overtime will be four (4) hours of work.

(c) When overtime is required, employee absences with pay from the workplace during a regularly scheduled work week will not be included in the overtime pay calculation.

(d) Any time worked beyond 16 hours in a 24 hour period will be paid at double (2x) the straight time rate.

(e) Employees who are called in from home to work a mandated shift with less than 24 hours notice will be paid at the rate of double time (2x) for all hours worked during that mandated shift and shall receive at least 4 hours of work.

Section 13.7—Call Back

All call back hours worked will be paid as applicable under section 13.6 above. Attended work related meetings and court appearances will be paid at the appropriate rate or the minimum guarantee of four (4) hours of work. When a detail or meeting is cancelled and the officer is not notified prior to reporting for work on campus, the officer will be paid for two (2) hours at the time and a half rate (1.5x).

When an officer has been called back on a regularly scheduled work day for an emergency or a nonscheduled assignment, the officer will receive one (1) hour travel time pay at the straight time hourly rate.

Section 13.8 – In an effort to facilitate employees receiving approval for vacation time requests, the Department will be flexible when deciding how many people they actually need to carry their shift responsibilities. This number will vary from shift to shift, and from day to day. In cases where short notice and/or requests for one day vacations, supervisors and the individual requesting the day off are encouraged to look at other options such as switching days off, switching with another officer, etc.

Section 13.9—No Duplication of Pyramiding Overtime and Other Premium Pay. There shall be no duplication of “pyramiding” of overtime or any other premium pay. For each period of time for which an employee is entitled to compensation pursuant to a provision of this Agreement, he shall be paid in accordance with that pay formula set forth in this Agreement which entitles him to the greatest amount of compensation, but he shall not be entitled to compensation pursuant to any other pay formula set forth in this Agreement. Time for which an employee is compensated pursuant to the preceding sentence at a premium rate shall not be counted to enable the employee to receive compensation pursuant to another provision of this Agreement. No combination of overtime, premium, or any other rate may produce an effective rate of pay that is higher than two (2) times the basic wage rate.

Section 13.10— Overtime provisions not specifically outlined in this contract will be applied according to the Department of Public Safety Standard Operating Procedures. The department reserves the right to modify the Department of Public Safety Standard Operating Procedures to suit business needs.

ARTICLE 14

HOLIDAYS AND PERSONAL DAYS

Section 14.1—University-Designated Holidays Celebrated. There are nine (9) paid holidays annually (up to 74 paid hours). No employee shall receive more than 72 hours of holiday time per calendar year. For the period of this Agreement, the annual schedule of nine (9) paid holidays (up to 72 paid hours) the department may designate holidays that are different from the University observed holidays.

Section 14.2— Personal Days. In addition to the University/Department-designated holidays specified in Section 14.1, an employee may designate two additional days (16 hours), with prior approval of his supervisor, as Personal Days. Personal Days must be taken in the fiscal year in which they are given. Unused Personal Days will not be paid at termination. Employees hired January 1st through June 30 will be granted one (1) Personal Days for the fiscal year of hire. Probationary employees will be allowed one (1) Personal Days during the probationary period. Employees assigned to work ten (10) hour shifts as a regular part of their assignments are eligible for an additional two (2) hours of personal time under the Personal Days clause (an annual total of 18 hours instead of 16 hours). Employees will inform their supervisors when they choose to utilize such hours.

Section 14.3—No Work on the Holiday. An eligible employee who is not required to work on the day observed as a University-designated holiday shall receive eight (8) hours pay at his straight-time rate of pay.

Section 14.4—Work on the Holiday. An eligible employee who is required to work on the day observed as a University-designated holiday shall receive one and one-half (1-1/2) times the employee's straight-time rate of pay for all hours worked on that day, in addition to eight (8) hours pay at the straight-time rate of pay. If, with supervisory approval, the employee takes an alternate day as the holiday and works on the holiday, the employee is paid time and one half for the holiday and regular straight-time for the alternative day off. Employees who are approved to take an alternate eight (8) hour day off instead of receiving pay must request and be permitted to use that day within 30 days from the date the employee worked at least eight (8) hours on the designated holiday. During certain peak periods (reunions, commencement, etc) the department may extend this period by 15 days.

Section 14.5—Holiday During a Vacation Period. Holidays which occur when an employee is absent because of paid leave i.e. vacation periods, are charged to holidays.

Section 14.6—Eligible Employee. An employee is not eligible for holiday pay during a period of temporary disability, worker's compensation or leave without pay. Each employee who has actually worked during the seven (7) day period immediately preceding the date observed as a holiday, or who was on vacation during that seven (7) day period, and who actually works his last scheduled workday before and his first scheduled workday after the date observed as the holiday, shall be eligible for the benefits set forth in this Article; provided, however, that if an employee is disabled from working by illness or injury on either or both of these days, he will be eligible for the benefits set forth in this Article upon presentation to his supervisor of documentation from a treating physician that he was disabled from performing his job on the day in question.

ARTICLE 15
VACATIONS

Section 15.1—Eligible Employees. Employees will be eligible for annual vacations with pay.

Section 15.2—Vacation Accrual. The amount of vacation to which an employee shall be entitled during any fiscal year (July 1 through the ensuing June 30) shall be determined by his number of years of continuous service with the University as of July 1 of the year in which vacation is to be taken. Employees do not accrue vacation while on leave of absence without pay, during a short term disability leave, or during the last 13 weeks of an extended worker's compensation leave.

- (a) If on July 1, the employee has less than twelve months of continuous service, he is entitled to vacation of .20 times the number of weeks worked, rounded to the nearest half day on a prorated basis.
- (b) Employees who, on July 1, have been in the continuous service of the University for twelve (12) months shall be entitled to a ten (10) day (80 hours) vacation.
- (c) Employees who, on July 1, have been in the continuous service of the University for more than one (1) year and less than five (5) years shall be granted a vacation of fifteen (15) days (120 hours).
- (d) Employees who, on July 1, have been in the continuous service of the University for more than five (5) years and less than ten (10) years shall be granted a vacation of twenty (20) days (160 hours).
- (e) Employees who, on July 1, have been in the continuous service of the University for ten (10) years or more shall be granted a vacation of twenty-two (22) days (176 hours).
- (f) When an employee reaches the twenty-fifth (25th) year of continuous service, they shall receive an additional twenty four (24) hours of vacation time based on a positive performance evaluation and the absence of any discipline on record for the previous year. The twenty four (24) hours must be requested and approved for use between July 1st and August 30th of their 25th year of service.
- (g) Employees hired prior to March 31, 1997 with twenty (20) years or more will be granted annual vacation of twenty-five (25) days. These employees are not eligible for the benefits stated in item (f) above

Section 15.3—Vacation Scheduling. The University shall retain the final right to approve, deny, schedule, and cancel all vacations. During the period January 1 through January 31 of each calendar year, an employee may submit to his supervisor, in writing on a form to be provided by the University, the vacation periods of not less than five (5) nor more than ten (10) days at a time that the employee desires to schedule for that calendar year. The supervisor will approve or deny such requests in writing not later than February 15 of that calendar year, and will not unreasonably deny an employee's request. If, during the period June 1 through June 30, two (2) or more employees request the same vacation date(s) and the University determines to approve some but not all such vacation request(s) for such dates, the requests of the employee(s) with the most Bargaining Unit seniority shall be honored. Vacation scheduling requests

received after January 31 shall be approved or denied in the order in which they are received by the University. All vacation and personal day requests filed together or separate, within 3 months of date of application will be approved under normal circumstances, within 3 days. All off-in-lieu requests will be approved within two weeks of the requested date. All requests for the next fiscal year must be done in the January request period.

Section 15.4—Use and Accumulation of Vacation. Vacation time may not be taken before it is accrued. Vacation time that is accrued during a fiscal year (between July 1 and June 30) is normally taken in the next University fiscal year. However, with prior approval from his supervisor, an employee may take vacation time as it is accrued during a fiscal year. Generally, all vacation time accrued in one fiscal year must be taken before the end of the next (succeeding) fiscal year or it is lost (and an employee will not receive pay in lieu thereof). However, with appropriate supervisory approval an employee will be allowed to carry over up to ten (10) vacation days to the next year when the employee is prevented from taking vacation because of work requirements, or when special circumstances warrant consideration. Request for carryover shall not be unreasonably denied. Carryover is for the purpose of using vacation time, not for compensation at term. Any request for carryover must be made by May 1st of the vacation year. An employee will be paid for vacation (up to a maximum of 30 days) to which the employee is entitled, but which has not been used at the time of termination, of employment. A probationary employee who is terminated prior to completing the probationary period will not be paid for any accumulated vacation upon termination.

Section 15.5—Rate of Pay. An employee shall be compensated for vacation at his straight-time rate of pay in effect at the time vacation is taken.

Section 15.6—Vacation Overlap with Other Time Off. When a University holiday falls within an approved vacation period, it is not to be counted as a vacation day. When a death occurs in the immediate family while an employee is on vacation that otherwise qualified for bereavement pay under Section 17.5, death in the family leave time may be taken instead of vacation time.

ARTICLE 16
LEAVES OF ABSENCE WITHOUT PAY

Section 16.1—Personal Leave Without Pay. Personal leaves of absence without pay may be granted for periods of up to thirty (30) calendar days for employees who have been employed more than one year. Requests for such leaves must be submitted in writing to the immediate supervisor for approval. Such requests must be submitted at least two (2) weeks in advance if the leave is to be of more than five (5) working days duration. An employee on an approved personal leave of absence without pay shall be reinstated in the previous job classification. During an approved leave of absence without pay, the University shall continue enrollment in the University group hospital and surgical plan. The University will continue at its expense the employee's major medical insurance and group life insurance.

Section 16.2—Child Rearing Leave. An employee may be granted a maximum of twelve (12) months unpaid leave of absence for child rearing purposes.

Section 16.3—Military Leave. The University will comply with the provisions of the Veterans' Re-Employment Rights Act.

Section 16.4—Union Business Leave. Upon ten (10) working days notice, the University shall permit a reasonable number of work days without pay during the duration of this Agreement to be utilized by F.O.P. officers and/or Representatives for conventions, seminars and other similar or F.O.P-sponsored activity. The University may refuse to grant leave under this Section 16.4 if, in its reasonable judgment, the employee's absence would adversely impact the operations of the University.

ARTICLE 17
LEAVES OF ABSENCE WITH PAY

Section 17.1—Sporadic Absence Sick Leave.

(a) An employee who suffers an injury or illness which prevents the employee from working may be paid for up to eight (8) days of sick leave per fiscal year. Employees hired January 1 through March 31st will be allowed up to four (4) days of paid sick leave for the fiscal year of hire. Probationary employees, including those hired as of April 1st for that fiscal year, will be allowed up to two (2) days of paid sick leave during the probationary period. Sporadic absence sick leave may be used for the employee's personal health needs, or the health needs of immediate family members defined as members of the employee's household. An employee may carryover any portion of their unused sick leave days up to a combined total of 16 days in a fiscal year.

(b) If more than the allotted sporadic absence days are needed by an employee, the absence will be charged to leave without pay, or may, with supervisory approval, be charged as vacation or optional holidays.

(c) If an employee becomes ill during his vacation leave, this period of absence may be converted to sporadic absence sick leave with supervisory approval, provided the employee notifies his supervisor during the period of illness and submits evidence of the illness upon return to work which is acceptable to the University.

(d) When an absence is due to illness, the employee is responsible for notifying the on-duty supervisor according to Department of Public Safety procedure prior to the regular start time of the employee's work schedule. Notification must be given to the employee's supervisor on each day of sporadic absence, unless this requirement is waived by the employee's supervisor. If a visit to a doctor or dentist has been scheduled in advance, the employee is responsible for notifying the supervisor as soon as the employee knows about the appointment.

Section 17.2—Time Off For Marriage. The last working day prior to the day of marriage, or the day of the marriage, of an employee who has completed his probationary period, may be taken off with pay. With supervisory approval, additional time may be taken and charged to leave without pay, to vacation time, or Optional Holidays. This benefit shall end when it is no longer available to biweekly paid University employees.

Section 17.3—Jury Duty and Court Appearances. An employee who has completed his probationary period and who is required to report for jury duty, or is subpoenaed to testify at a hearing to which neither he nor the University is a party, and who notifies his supervisor immediately upon receiving a summons or subpoena for such service, shall be entitled to leave with pay for scheduled work hours lost as a result of such service. Such an employee shall furnish the University a copy of any such summons or subpoena, upon request by his supervisor. For each hour of such leave taken, the employee will be compensated by the University in an amount equal to his straight-time rate of pay, as specified in Article 11, Section 11.2(c) of this Agreement, less the amount received by the employee from the government or the party who issued the subpoena. If the court appearance or jury duty is extended beyond the specified period of original notification, the employee is required to inform the University that he is going to be absent for a longer period and present the appropriate documentation. An employee who reports for such service and is excused therefrom shall immediately contact the on-duty supervisor and stand ready to report for work,

if requested. In order to be paid by the University for such leave, the employee must submit to his supervisor written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation received for such service. Appearances in court for traffic or other violations or as a party in a law suit may be charged to leave without pay, or may, with supervisory approval, be charged to vacation or Optional Holidays.

Section 17.4—Reserve and National Guard. An employee who is unable to report for regularly scheduled work because the employee is required to report for active duty with the United States National Guard or a reserve unit of the United States military shall promptly notify his supervisor of the dates on which he is ordered to active duty and furnish a copy of his official orders to his supervisor. For each day of the first ten (10) workdays lost because of such duty, an employee shall be compensated in an amount equal to the difference between eight (8) hours pay at his straight-time rate of pay, as specified in Article 11, Section 11.2(c) of this Agreement, and the amount earned for military service. Such an employee who schedules vacation time to cover his active duty training period may retain the entire military salary.

Section 17.5—Death in the Family. An employee shall be entitled to leave with pay for a maximum of three (3) scheduled work days lost in the event of the death of a member of the employee's immediate family. An employee's immediate family is defined as including the employee's spouse and their children, parent, grandparent, grandchild, brothers or sisters on both sides, spouse and a resident member of the household. Such leave may be used only during the ten (10) calendar day period commencing with the date of death. Leave under this Section shall be conditioned upon the employee's submitting to the University, if the University so requests, proof of the death of the deceased and the employee's relationship to the deceased. With supervisory approval, additional time may be taken and charged to leave without pay or may, with supervisory approval, be charged to vacation or Optional Holidays.

Section 17.6—Death of a Non-Family Member. With supervisory approval, time off may be granted to attend the funeral of a close relative or friend who is not a member of the employee's immediate family. Such absences will be charged to leave without pay, or may, with supervisory approval, be charged to vacation or Optional Holidays.

Section 17.7—Rate of Pay. Except as otherwise noted in this Article 17, for any paid leave taken under this Article 17, an employee shall be compensated at the straight-time rate of pay in effect at the time the leave is taken. Hours of leave, whether paid or unpaid, shall not be deemed hours of work for the purpose of computing overtime or other premium pay under this Agreement.

ARTICLE 18
SAFETY AND HEALTH

Section 18.1—Mutual Commitment to Safety and Health. Safety is a mutual concern of the University and the FOP. Both parties recognize the need for a work environment in which safety can be achieved in all phases of work and the need to promote better understanding and acceptance of the principles of safety on the part of all officers, to provide for their own safety and that of their fellow employees, students, and the general public.

Section 18.2—Review of Safety and Health Issues. Review, discussion, and resolution of safety and health issues will fall within the charge of the Public Safety Labor-Management Committee.

Section 18.3—Reporting. Officers shall have the right and be encouraged to make prompt reports to their supervisors, in good faith, of any unsafe or unhealthy condition.

Section 18.4—Safety Equipment. The University will provide officers with any necessary safety equipment. A list of all equipment the University provides will be submitted to the FOP. The department may update the list at any time.

Section 18.5—Physical Fitness. The parties recognize the importance of physical fitness for campus public safety officers. Employees may voluntarily participate in the Physical Fitness Program (PFP) as developed by the department. The department will meet and discuss the PFP with the FOP prior to implementation on 7/1/2012. The parties may discuss application, testing parameters, fitness program membership, costs and timetables for testing. Absent mutual agreement the Department may implement the final proposal made to the FOP. The Physical Fitness Test will be based on the Princeton University Public Safety Officers job description. The program may include reimbursement of up to 50% of the price paid to attain a Princeton University Gym membership (currently \$120 for 6 months).

ARTICLE 19

UNIFORMS AND EQUIPMENT

Section 19.1—Uniform and Equipment Issue. As soon as practical after an officer is hired, the officer will be issued uniforms and equipment in accordance with the department's published "Initial Issue of Uniforms and Equipment" list, which will include a full complement of both winter and summer uniform items. During the first year of the contract (Date of Ratification to 6/30/2012) officers shall receive a lump sum \$700 clothing allowance. Thereafter department will provide approved uniform items as needed. The department will consider suggestions from officers regarding the selection of authorized items. The department will require employees to return used and/or damaged items prior to issuing replacements. The department may require an employee to return all equipment upon termination of employment with the department. The department may limit replacements based on business needs and/or employee misuse. Misuse resulting in damage of University property may lead to discipline, up to and including termination of employment.

Section 19.2—Shoe/Boot Allowance. The department shall provide annually to each officer a shoe/boot allowance of \$150.00, notwithstanding the provisions of Section 19.1, above.

Section 19.3—Maintenance of Uniforms and Equipment. Officers are required to maintain their clothing and equipment in a manner deemed acceptable by department standards.

Section 19.4—Repair or Replacement of Personal Items. The department will repair or replace personal clothing, eyeglasses, and watches not to exceed the actual cash value of such items or currently \$500.00, whichever is less, that are damaged, destroyed, or lost in the line of duty.

Section 19.5—Uniform Cleaning. The department will pay for the regular cleaning of uniforms as proscribed in department policy. This cleaning is for uniform items only, and only applies to items that are "dry clean only". Employees are otherwise responsible to make sure that their uniforms are clean and well maintained (see 19.3).

Section 19.6—Protective Vests. The department will issue a protective vest to each officer who has not purchased a vest and will reimburse officers who have already purchased a vest and produce a receipt for the purchase. The department retains ownership of all issued vests hereunder and shall proscribe the use and wear policy. Vests will meet the New Jersey standard. Protective vests shall be replaced based on the manufacturer recommended replacement cycle.

Section 19.7—Special Purpose Uniforms. Officers required or selected for special duty assignments, such as bicycle patrol or evidence technician will be provided uniforms appropriate to those assignments.

Section 19.8—Lockers. All officers shall be provided a locker for use as a University officer. All department issued equipment shall be kept in the issued locker and available for use.

ARTICLE 20
GENERAL

Section 20.1—Savings Clause. In the event any Federal or State Law or regulation having the effect of law, or the final decision of any court or board or competent jurisdiction, directly or indirectly affects any one or more practices or provisions of this Agreement, the practices or provisions so affected shall be made to comply with the requirements of such law, regulation, or decision for the localities within the jurisdiction, and otherwise the Agreement shall continue in full force and effect.

Section 20.2—Non Discrimination. Neither party to this agreement shall discriminate against any employee or applicant on the basis of sex, racial or ethnic background, age, religion, marital status, political views, sexual orientation or affectation, veteran status, or disability unrelated to job requirements. Complaints of such discrimination may be pursued in accordance with the appropriate grievance, mediation, or arbitration process as discussed and agreed upon between the parties. The University agrees that it will not discriminate in any manner against any employee because of membership in, or legitimate activities on behalf of the FOP. The FOP agrees that it will not discriminate in any manner against employees because of non-membership in the FOP.

Section 20.3—Gender Neutrality. The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.

Section 20.4 Nondiscrimination/Harassment. University Policy, **Nondiscrimination statement 2.0.1** shall apply to employees covered by the collective bargaining agreement.

Section 20.5—Meal Reimbursement. When a Patrolman is required to work 12 straight hours on a non-scheduled basis, the Patrolman will be eligible for a five dollar (\$5.00) meal reimbursement. On Commencement Day each Patrolman who works Commencement will receive a \$10.00 meal allowance.

Section 20.6—Extreme Weather Levels of Operation. University **policy 5.0.4**, Work Schedules affected by Extreme Weather Conditions, shall apply to employees covered by the collective bargaining agreement. The criteria used in the determination of extreme weather levels of operation are as follows:

1. Intensity of the weather event.
2. Forecast information.
3. Reports from surrounding municipalities on passability of local roads.
4. State and local authority requests or decisions.
5. The time of day and anticipated conditions.
6. University parking lot conditions.
7. The University academic calendar.

The final decision for making a special change in extreme weather operating levels is a consensus decision of the Director of Public Safety, the Vice President for Human Resources, and the Executive Vice President. The above mentioned considerations will be applicable regardless of time and/or day.

Section 20.8—Lodging. During periods of extreme weather affecting the normal operations of the University (as declared by the University) critical/essential employees who are required to return to work within ten (10) hours of the end of their shift will be offered accommodations for lodging provided that the extreme weather conditions persist and are accompanied with a statewide travel ban in New Jersey.

ARTICLE 21
SCOPE OF AGREEMENT

Section 21.1—Duration. This Agreement shall become effective on the date of ratification and shall continue in full force and effect through midnight June 30, 2014. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other no later than May 1, 2014 or May 1 of any succeeding year.

Section 21.2— Waiver of Bargaining Rights and Amendments to Agreement. During the negotiations resulting in this Agreement, the University and the F.O.P. each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the University and the Union expressly waives its right to require the University to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the University and the F.O.P. during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the University of the F.O.P. at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and agreement of the University and the F.O.P., after the exercise of the right and opportunity referred to in this first sentence of this Section 21.2 and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the University and the F.O.P.