
July 1, 2015 – June 30, 2020
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 International Union, Security, Police and Fire Professionals of America (SPFPA) having its principal office in the county of Roseville and the state of Michigan, and a local office located at 71 East Cherry Street Suite 5b, Rahway, New Jersey 07065.

ARTICLE 1
RECOGNITION

Section 1.1—Recognition of SPFPA. The University does hereby recognize SPFPA as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, benefits, hours of employment, other terms and conditions of employment for the term of this Agreement for all employees of the University included in the bargaining unit.

Section 1.2—Definition of Employees. Whenever used in this Agreement, the term employees shall mean all full-time and regular part-time Security Officers and Dispatchers employed by the University in its Department of Public Safety, as certified in NLRB Case No. 22-RC-10772 but excluding all office clerical employees, managerial employees, security officers from and above the rank of sergeant, the Security Supervisor at the Art Museum, the Security Supervisors at the Firestone Library, Communication Center Supervisors, casuals, and all other supervisors as defined in the Act and all other employees.

Section 1.3—Definition of Probationary Employee.
(a) An employee who has never accrued seniority under this Agreement, or an employee rehired after termination of seniority, shall be in “probationary” status. Employees in a probationary status may be disciplined or discharged without recourse to the grievance procedure.

(b) For purposes of Department of Public Safety accreditation, the probationary period for all SPFPA Public Safety employees (including 200 Elm, Art Museum, Firestone Library security officers and Dispatch) will be a period of twelve (12) months from the date of hire. Upon successful completion of the probationary period, which must include completion of specified recruit training and the Department’s Field Training and Evaluation Program, the employee’s seniority shall date retroactively to the most recent date of employment.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1—Retention of Managerial Prerogatives. Unless specifically limited by 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.
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 work force; to temporarily assign or transfer employees to other classifications as operations may require; to determine the number of and type of employees required including part-time, per diem, casual, and term employees (have a beginning and end date) to introduce new or improved methods, machinery or facilities regardless of whether or not the same cause a reduction in the working force; to subcontract any work; to determine all staffing and utilization issues; to schedule employees in accordance with the University’s determinations regarding staffing and utilization; to determine or change the starting and quitting time and the number of hours to be worked; to promulgate rules and regulations; to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer Employees to other departments or shifts as operations may require; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement.

Section 2.2—SPFPA Information to Management. SPFPA will provide University management with a list of local union officers and representatives and will update the list whenever there are changes.

ARTICLE 3
SPFPA RIGHTS

Section 3.1—Space for SPFPA Meetings. The University shall provide adequate meeting space for SPFPA general membership meetings, subject to availability. Where providing such space requires additional labor costs to the University, such additional labor costs shall be borne by SPFPA.

Section 3.2—SPFPA Right to Information.
(a) The University shall provide the SPFPA President on a quarterly basis a report by department (Public Safety, Firestone Library, Art Museum) of all hires, promotions or transfers 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. This report will also be provided when requested, but no more than once per month.

(b) An employee shall be allowed to review their 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 the most recent annual performance evaluation in their file, and such written comments shall be attached to the particular appraisal.

(c) Representatives of SPFPA 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 SPFPA has obtained prior permission for such access, and for the timing and location of such meeting,
from the University’s Director of Employee and Labor Relations and/or Executive 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 3.3—SPFPA Bulletin Board Space.** The University shall allow the SPFPA to post official union notices on bulletin boards in designated work areas mutually agreed upon by SPFPA and the University. The areas of bulletin boards agreed upon for SPFPA use shall be used and maintained by SPFPA. Official SPFPA notices shall include notices of meetings, elections, seminars, program information, training programs, and SPFPA activities. SPFPA 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. SPFPA 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 SPFPA Representative, who shall remove the notice(s) in question.

**Section 3.4—Union Meetings.** The University will allow employees to attend official Union meetings while working shift so long as the shift supervisor gives approval. A shift supervisor will not deny or withhold such reasonable request without justification based on operational needs.

**Section 3.5—Union use of University Resources.** The University will allow employees access to computers, email and internet services for the purpose of Union business. The use of these resources must comply with the University Information Technology Resources and Internet Access Guidelines for Use.

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**ARTICLE 4**

**NO STRIKES OR LOCKOUTS**

**Section 4.1—No Strikes.** In consideration of the University’s commitment as set forth in Section 4.2 of this Agreement, SPFPA, 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, where 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 8 and 9 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 SPFPA; or
(d) involves a matter which was within the knowledge or the contemplation of the University and SPFPA at the time this Agreement was negotiated or executed.
Section 4.2—No Lockouts. In consideration of SPFPA’s commitment as set forth in Section 4.1 of this Agreement, the University shall not lock out employees.

Section 4.3—Discipline for Violation of Section 4.1. The failure or refusal on the part of any employee to comply with the provisions of Section 4.1 of this Agreement shall be cause for immediate discipline, including discharge. The University will notify SPFPA of any violation of Section 4.1, and such SPFPA officers and representatives will immediately take actions reasonably calculated to end the violation. The failure or refusal by a SPFPA officer or representative to comply with the provisions of Section 4.1 of this Agreement, or the preceding sentence, constitutes leading and instigating a violation of said Section 4.1, it being specifically agreed that SPFPA officers and representatives, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 4.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the University.

ARTICLE 5
UNION SECURITY

Section 5.1—Union Security Clause. All Employees as defined in Section 1.2 above who were hired after December 1, 1993, shall become members of SPFPA no later than the thirty-first (31st) calendar day following the beginning of such employment and thereafter maintain their membership in SPFPA in good standing as a condition of continued employment. All Employees as defined in Section 1.2 above who were employed prior to December 1, 1993 and were members of SPFPA as of December 1, 1993, shall maintain their membership in good standing as a condition of continued employment during the term of this agreement. Employees as defined in Section 1.2 above who were employed prior to December 1, 1993, who were not members of SPFPA as of that date, are free to join or not join SPFPA.

Section 5.2—Discharge of Employee for Failure to Comply with Section 5.1. SPFPA may demand the discharge of any employee who, on any tender date specified in Section 5.1, 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, SPFPA has notified the employee of the exact amount of the financial obligation due to SPFPA. As soon as the University has verified that the employee specified in such written notice has failed to comply with the provisions of Section 5.1, and that the discharge of the employee would not otherwise be unlawful, the University shall discharge the employee.

ARTICLE 6
CHECKOFF

Section 6.1—Checkoff. Upon receipt by the University of a checkoff authorization dated and executed by an employee, the University shall deduct from the wages owed such employee for the first two (2) payroll periods 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, SPFPA’s membership dues for the month in which such deduction is made. The University will forward the monies so deducted to the Treasurer of SPFPA not later than the fifteenth (15th) day of the calendar month following the calendar month in which deductions are
made. The University shall deduct from an employee’s wages that amount of money which the
Treasurer of SPFPA has certified to the University, in writing, is the amount of dues properly
established by SPFPA in accordance with the applicable law and SPFPA’s Constitution and
bylaws, required of all employees as a condition of acquiring or retaining membership in SPFPA.
If, for any payroll period in which the University is obligated to make deductions pursuant to this
Section 6.1, the wages owed an employee (after deductions mandated by the governmental body)
are less than the amount of money which the employee has authorized the University to deduct
pursuant to this Section 6.1, 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 6.2—Indemnification of University. SPFPA shall indemnify, and save the University
harmless against any and all claims, demands, suits, grievances, or other liability that arise out of
or by reason of actions taken or not taken by the University pursuant to this Article 6.

ARTICLE 7
DISCIPLINE AND DISCHARGE

Section 7.1—Just Cause Standard. The University retains the right to discipline and discharge
an employee for just cause.

Section 7.2.—Progressive Discipline. The University and SPFPA 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. When 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 keep a written
record of this).
2. **Written reminder**— second level of the formal discipline process.
3. **Suspension**— third level of formal discipline. It is intended to indicate to the employee
the seriousness of the infraction and that the employee can reasonably expect that the
next step is termination of employment. Normally, suspensions are without pay, although
if an investigation of events is necessary the employee may be suspended with pay,
pending results of the investigation. 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 or the penalty for very serious offenses.

Upon request, the employee shall have access to review their personnel file, both electronic (Guardian System) and hard-copy.

**Section 7.3—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 eighteen (18) months before the event for which discipline is to be imposed.

**Section 7.4—Representation at Disciplinary Meetings.** As required by labor law a union representative will be present in any investigatory meeting which may result in disciplinary action against an employee. The University and the Union also agree that in most circumstances it is in the best interest of both parties to include a union representative in meetings when discipline will be communicated to an employee(s). If requested by the employee the supervisor will arrange for representation unless circumstances require immediate action.

**Section 7.5—Appeal of Performance Ratings.** Each year each employee will receive a performance review from the supervisor. If the employee believes the review does not reflect their performance, the employee may attach a written rebuttal to the appraisal document, and the employee may request a meeting with the supervisor and a Union representative to discuss this review. The employee should sign the review as acknowledgment that the employee received the review. If the employee is still dissatisfied with the review, the employee may appeal to the department head designee. The review will be discussed with that individual, the supervisor, a representative of the Office of Human Resources and the Union representative. The outcome of this meeting will settle the matter. A final written decision from the reviewing department head shall be forwarded to the employee, the Union and the Director of Labor Relations.

The appeal process should be initiated within ten (10) working days of the employee’s review.

**Section 7.6—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 SPFPA) 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 right or SPFPA’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 university will follow the Princeton University Office of Human Resources guidelines when conducting investigations.

**Section 7.7—Consideration of Filed Complaints.** Generally when a complaint is serious enough to warrant investigation of an employee’s actions and may result in an immediate reprimand, the employee will be given any pertinent information required to respond to the complaint. In specific circumstances University management reserves the right to make judgments in matters of confidentiality.

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SPFPA 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 employee to respond effectively.

**Section 7.8—Notice to SPFPA.** SPFPA 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, suspension, or discharge of any member of the bargaining unit.

**ARTICLE 8**

**GRIEVANCES**

**Section 8.1—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 8.2—Grievance Procedure.**

(a) **Step 1—Oral Notice to Immediate Supervisor.** No later than fifteen (15) University standard business days (defined as Monday-Friday, excluding holidays) 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 his SPFPA Representative, unless specifically waived by the employee, must discuss the grievance with his immediate supervisor. The immediate supervisor shall orally respond to the employee not later than five (5) business days thereafter. An employee shall take up a grievance regarding suspension or discharge at Step 2.

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

(c) **Step 3—Written Appeal to the Director of Employee and Labor Relations.** If the grievance is not settled at Step 2, SPFPA shall, within five (5) business days following the date of the written answer of the Executive Director of Public Safety or designee, request in writing a discussion of the grievance with the University’s Director of Employee and Labor Relations or his designee. The grievance shall be discussed by the SPFPA Representative or designee, and the employee and the University’s Director of Employee and Labor Relations or his designee at a mutually agreeable time and place but not later than five (5) business day after the request for discussion. A written answer to the grievance shall be given to SPFPA by the Director of Employee and Labor Relations or his designee within ten (10) business days after such meeting. Such answer shall be final and binding on the employee, SPFPA and the University unless it is timely appealed to arbitration in accord with the procedures set forth in Article 9 of this Agreement.
Section 8.3—Written Presentation. All grievances presented at Step 2 of the procedure set forth in Section 8.2 of this Agreement shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement alleged to have been violated; the name 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 8.2 of this Agreement shall be signed and dated by the aggrieved employee and/or his SPFPA representative. All written answers submitted by the University shall be signed and dated by the appropriate University representative.

Section 8.4—Recognition of SPFPA Representatives. SPFPA may designate and the University will recognize one representative each from 200 Elm, Art Museum, Firestone Library, and Dispatch. One of these four representatives will serve as Chief Steward and shall represent employees in the presentation and settlement of grievances. With the prior permission of the appropriate supervisor, the Chief Steward may, for a reasonable period of time, meet with the employee during working hours on the University’s premises, to investigate a grievance requiring immediate action.

Section 8.5—SPFPA Grievances. SPFPA shall have the right to file and process a grievance on its own behalf or that of members of the bargaining unit.

Section 8.6—Time Limitations. The time limitations set forth in this Article 8 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 8.2 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 8.2 of this Agreement at Steps 1 or 2, the grievance shall automatically proceed to the next step.

Section 8.7—Exclusivity of Grievance Procedure. The grievance procedure in this Article 8 shall be the sole and exclusive remedy available to an employee or SPFPA for resolving disputes arising under this Agreement, except in cases of alleged sexual harassment where the University’s policies and procedures for faculty and staff shall apply to employees covered by this collective bargaining 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 SPFPA, 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 9
ARBITRATION

Section 9.1—Appeal Procedure. Any grievance, as defined in Section 8.1 of this Agreement, which has been properly and timely processed through the grievance procedure set forth in Article 8 of this Agreement and which has not been settled by the conclusion thereof, may be appealed to arbitration by SPFPA by serving the University’s Director of Employee and Labor Relations with written notice of its intent to appeal. The failure to appeal a grievance to
arbitration in accordance with this Section 9.1 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 8 of this Agreement shall constitute a waiver of SPFPA’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 SPFPA.

Section 9.2—Selection of Arbitrator. Not later than fifteen (15) calendar days after SPFPA serves the University with written notice of intent to appeal a grievance to arbitration, the University and SPFPA shall jointly contact an arbitrator from a panel of four. Arbitrators shall be selected in order of their placement on the panel list on a rotational basis, so long as they are willing and/or able to accept the case. Either party shall have the right to strike a member of the panel at any time. A new arbitrator shall thereupon be mutually agreed to by all parties.

Section 9.3—Arbitrator’s Jurisdiction. The jurisdiction and authority of the arbitrator, and his opinion award, shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between SPFPA 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 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 SPFPA. The written award of the arbitrator on the merits of any grievance adjudicated within their jurisdiction and authority shall be final and binding on the aggrieved employee, SPFPA and the University.

Section 9.4—Fees and Expenses of Arbitration. The filing fee of the New Jersey State Board of Mediation 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 SPFPA; otherwise each party shall bear its own arbitration expense.

ARTICLE 10
SENIORITY

Section 10.1—Definitions

(a) University Seniority. University seniority shall mean an employee’s length of 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 as a regular employee. If application of the preceding sentence result in two (2) or more employees having the same seniority. A lottery (first name drawn) will be used to select the employee who shall be deemed more senior. The lottery shall be performed by a member of administration and a member of SPFPA. 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 10.1. Seniority shall be applicable only as expressly provided in this Agreement.

(b) Bargaining Unit Seniority. Employees once hired to fill budgeted positions represented by
SPFPA shall earn bargaining unit seniority from the date of hire. Bargaining Unit seniority shall be based on the first day the employee actually worked for the classification in which they are a part.

(c) **Term employees do not earn bargaining unit seniority**, but are part of the union and have all the privileges and benefits of the union. Seniority is calculated twice a year and the seniority calculation will be completed at that time for all SPFPA employees new to the bargaining unit and classification. Once a calculation is complete and seniority is established and published, seniority will not be changed unless a SPFPA employee leaves or returns to the bargaining unit. Bargaining unit seniority will comprise of four (4) classifications. If an employee moves from one classification to another within the union, their seniority within that classification will be as any new employee to the union.

(d) **Classifications**
1) Full time permanent security officers (200 Elm, Art Museum and Firestone Library)
2) Part time permanent security officers (200 Elm, Art Museum and Firestone Library)
3) Full time permanent dispatchers
4) Part time permanent dispatchers

Section 10.2—Seniority Lists.
The University shall provide SPFPA with a current seniority list every January 1 and July 1.

Section 10.3—Termination and Seniority. An employee’s University seniority shall be terminated and their rights under this Agreement forfeited for the following reasons:

(a) discharge for just cause, quitting, retirement, or resignation;
(b) failure to give notice of intent to return to work after recall within ten (10) calendar days, or failure to return to work on the date specified for recall if the recall date is greater than ten (10) calendar days, as set forth in the written notice of recall;
(c) failure to return to work upon expiration of a leave of absence or any approved extension thereof;
(d) 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;
(e) continuous layoff for a period of twelve (12) months.
(f) acceptance of gainful employment while on leave of absence from the University unless the gainful employment is approved by the University.

Section 10.4—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 twelve (12) months shall have the employee’s seniority bridged after being continuously employed within the bargaining unit for a twelve month (12) period.

Any member of this bargaining unit who leaves the bargaining unit for more than twelve (12) months will lose bargaining unit seniority status except in the case where there are employees who are in the probationary status.
Any member of this bargaining unit who terminates to take another University position and is outside of the bargaining unit for more than twelve (12) months will lose bargaining unit seniority status.

Employees on a temporary assignment and/or transfer outside of the bargaining unit for more than twelve (12) months will lose bargaining unit seniority status.

In cases of emergency where the Union and University have agreed in writing that the employee will remain in the collective bargaining unit, the employee’s Union dues and fees will be suspended and the employee will keep bargaining unit seniority.

Section 10.5—Application of Bargaining Seniority.

(a) **Shift Preference.** The University shall permit employees to bid for vacancies on a shift in accordance with their bargaining unit seniority. The senior employee within the classification desiring such vacancy will be assigned to the shift vacancies consistent with their stated preference provided, that, the employee possesses the skills, ability, training, dependability, and work record to function on the shift requested.

(b) **Temporary Replacement on another Shift.** When an employee on a shift is on an extended leave, the department may consider the request of an employee on another shift to temporarily change shifts and/or work location. The supervisor’s consideration will depend on the effect on the department and operational needs. The supervisor will give the employee the reason for denial of a request. If two or more employees make the same request, and the department is able to grant either employee the request, the employee with greater bargaining unit seniority will be given preference.

(c) **Temporary Assignments to Acting Supervisor.** In selecting members of the Bargaining Unit for temporary assignments as Acting Supervisor, the University will choose those who are best qualified by reason of their skills, ability and work record. Where two or more employees are equally qualified, the University will select the employee with the most departmental seniority.

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**ARTICLE 11**

**LAYOFF AND RECALL**

Section 11.1—Layoff.

(a) **Determination of Layoffs.** The University will determine the timing of layoffs and the number of employees to be laid off. The University will notify all affected employees thirty (30) days prior to scheduled layoffs. A uniform reduction in the number of hours scheduled in a workweek for all employees shall not constitute a layoff.

(b) **Manner of Layoffs.** If the University determines that one (1) or more employees shall be laid off, the University will lay off employees as follows:

1. casual/term employees (term employees have a beginning and end date)
2. employees with less than three (3) months University service in the bargaining unit.
3. all other bargaining unit employees in the inverse order of the University seniority.
Section 11.2—Recall.
(a) **Order of Recall.** If the University determines to fill a department vacancy 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. The recalled employee must possess the skills, ability, training, dependability, and work record to function in the vacant position; provided, however, that the University, where warranted, may provide additional training to a recalled employee who lacks some of the necessary skills and ability to perform the job.

(b) **Notice of Recall.** The University will forward notice of recall by certified mail/return receipt and regular mail to the last known address of the employee as reflected in the department’s records. The employee must, within ten (10) business days after receiving notice of recall, notify the University of the employee’s intent to return to work on the date specified for recall and, thereafter return to work on such date. In cases where the University gets back the certified mail returned receipt unsigned by the employee, the University will make a second attempt to contact the employee by phone using the number in the department’s records. If this second attempt fails, the University will not be obligated to recall the individual in such a case.

(c) **Notice of Union.** A copy of the recall notice shall be forwarded to the Union no later than the next business day of notice to the employee. In cases where the Union objects to the order in which an employee is being laid off or recalled in Section 11.1 or 11.2 of this Agreement, the University’s Director of Labor Relations may call for a meeting with the employee and a Union representative to discuss the University’s reason for objection.

Section 11.3—Severance Allotment. In a layoff the amount of pay or the length of notice an employee is entitled to receive will be determined by the following schedule:

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<tr>
<th>Years of Service</th>
<th>Pay/Notice Period</th>
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<tbody>
<tr>
<td>1st/probationary period*</td>
<td>2 weeks</td>
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<tr>
<td>2nd &amp; 3rd</td>
<td>4 weeks</td>
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<td>16th - 20th</td>
<td>16 weeks</td>
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<td>21st - 25th</td>
<td>24 weeks</td>
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26th year+ individual consideration
* assumes at least 31 days of service. If less, 1 week.

Section 11.4—Contracting/Subcontracting Layoff. If layoffs are a result of contracting or subcontracting, every reasonable effort will be made to offer affected employees positions in the bargaining unit comparable to the position held at the time the work is contracted or
subcontracted. If bargaining unit work is not available then efforts will be made according to University policy to help employees seek employment outside of the bargaining unit.

ARTICLE 12
WAGES

Section 12.1
(a) **Straight-time Rate of Pay.** 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 employee in each job classification covered by this agreement shall be the annual salary specified in 12.1 (b) divided by 2080 hours.

(b) **Effective July 1, 2015** the minimum starting salary for a Security Officer will be $34,000 and at the end of a one year probationary period it will then increase to $34,500. The minimum starting salary for a Dispatcher (Communication Center Offer) will be $44,000 and at the end of a one year probationary period it will then increase to $44,500.

(c) **Effective on July 1st** or the date of University annual increases each non-probationary employee on payroll who receives a performance review (employee must have been employed at least three (3) months prior to the end of the review cycle) will be eligible for a merit increase determined by performance ratings as established by departmental guidelines as follows:

- July 1, 2015 – 2.50%
- July 1, 2016 – 2.50%
- July 1, 2017 – 2.60%
- July 1, 2018 – 2.65%
- July 1, 2019 – 2.75%

(d) **There will be a 1% increase minimum** for all years of the contract. Any additional increase, above the 1% will be merit based.

(e) **Special Skills and Duties Incentives.** Officers may serve in one specialized area or receive duty incentive at any given time. There will be no pyramiding of pay. There will be no pyramiding of responsibilities. (also refer to Section 14.11). Each lump sum payment will be paid between July 1 and Aug 1. 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:

1. Officer in Charge (OIC) - $2,000 total paid in quarterly installments for 6 total OICs  
   i. 3 PUAM/Firestone Library  
   ii. 3 Communication Center
2. Emergency Medical Technician (EMT) - $1,500 total paid in quarterly installments. EMTs must provide a copy of their active cards. The Employer shall also reimburse any current officer with valid EMT certifications for the licensure/registration fees associated with the EMT recertification process.
3. Field Training Officer (FTO) - $6.00 per hour worked and does not include prep time
4. Cardiopulmonary resuscitation (CPR)/ automated external defibrillator (AED) instructor -
$6.00 per hour worked and does not include prep time

5. National Crime Information Center (NCIC) Terminal Agency Coordinator (TAC) - $750/annual

6. Alternate TAC - $500/annual

Section 12.2—Emergency Callback/Nonscheduled Event Callback. When an officer has worked a regular schedule and has left the campus premises, and is called back to cover an emergency as defined by the University or Department of Public Safety, or a nonscheduled event (non-scheduled means notification was given within twelve (12) hours of the event), the officer will receive the double time (2.0x) premium for all hours worked on the emergency or two hours straight time pay, whichever is greater. This shall not apply if the officer is called into work prior to the start of the officer’s shift and works continuously into the shift. If there is a change in the emergency, but the officer cannot be reached before arriving at the campus, the officer may elect to work a routine assignment for up to four hours at the time and one-half time overtime rate.

Section 12.3 - Work Related Meeting and Training. When an employee has worked or will work a regular shift and is required to attend a work related meeting or training class required by the University which keeps the employee on the premises either before or after the meeting or training, the employee will be paid time and one half (1.5x) for all time worked (including the attendance at work related training/meeting) in excess of eight (8), ten (10) or twelve (12) hours on a regularly scheduled work day.

(a) Court Appearance. When an officer is required by the University to appear in Court as a direct consequence of performing his regular duties, the officer will be guaranteed a minimum of four (4) hours pay.

(b) Callback Travel Time. When an officer has been called back on a regularly scheduled work day for emergency or non-scheduled assignment, the officer will receive one hour travel time at the straight time hourly rate.

Section 12.4—Pay for Time Spent in Collective Bargaining Negotiations. The University will pay up to any four members of the bargaining unit designated by SPFPA, their straight-time pay for time actually spent meeting with representatives of the University during formal collective bargaining negotiations; provided that to be eligible for such pay, the designated employee must have been scheduled to work during the period of the collective bargaining meeting, and provided further that the employee will only be paid for the time he/she was actually scheduled to work straight time hours during the collective bargaining meeting. Such time shall not count as time actually worked in computing entitlement to overtime premiums.

ARTICLE 13
EMPLOYEE BENEFIT PLANS

Section 13.1—For the duration of this Agreement, the University shall continue to provide the benefits or equivalent benefits contained in the University Employee Benefit Plans listed below. Any University wide changes to these plans during the life of the agreement shall also be applied
to the Bargaining Unit. For purposes of this Article, Employee Benefit Plans shall mean the following University programs, plans or policies:

1. Backup Care Program
2. Basic Life Insurance including Accidental Death and Dismemberment Insurance
3. Business Travel Accident Insurance
4. Child Rearing Leave
5. Children’s Educational Assistance Plan
6. Employee Assistance Plan (EAP)
7. Employee Child Care Assistance Program (ECCAP)
8. Excused Paid Absences
9. Confidential Advisory Program
10. Continuing Education Program
11. Death in family
12. Death of non-family member
13. Dependent Care Expense Account (DCEA)
14. Faculty and Staff Children’s Supplemental Loan Program
15. Faculty/Staff Educational Assistance/Tuition Grant Program
16. Family and Medical Leave policy – including birth or adoption of a child
17. Group Long Term Care
18. Group Supplemental Retirement Annuity
19. Health Benefit Expense Account (HBEA)
20. Health, Dental, Vision Insurance Plans
21. Housing Program
22. Jury Duty
23. Mass Transit Subsidy (MTS) Program – Administered by Parking and Transportation Office
24. Military Leave
25. Military Reserve Training
26. Parking and Transit Reimbursement Accounts
27. Prescription Drug Plan
28. Princeton University Retirement Plan
29. Program in Continuing Education (Handled through Community and Regional Affairs)
30. Short Term (including STD as a result of pregnancy) and Long Term Disability Insurance Coverage
31. Supplemental, Spousal and Child Life Insurance
32. Workers’ Compensation

ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 14.1—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 14.2—Workweek.

(a) The workweek shall consist of seven (7) days beginning immediately after 7:00am on Monday and ending at 6:59 am the following Monday. The department will provide at least 30 days notice when switching any start times for a workweek. The University specifically reserves the right to create new work schedules and modify the start and end of the work week. If the employer should modify the workweek, the Union shall be given 30 days notice. The University may also “pilot” additional schedules with 30 days notice to the union.

(b) 12 hour shifts. The employee(s) may be required to work 12 hour shifts. The employees will be eligible for overtime after working 12 hours per day and/or 40 hours per week (if placed on a 12 hour schedule/shift). The employee will be considered full time for benefit purposes after working at least 72 hours per pay period.

Section 14.3—Workday. A workday is a period of twenty-four (24) consecutive hours beginning immediately after 7:00am one day and ending at 6:59 am on the following day. The department will provide at least 30 days notice (except in emergency situations) when switching any times for the workday.

Section 14.4—Regular Workday. A regular workday for employees covered under this agreement shall consist of eight (8), ten (10) or twelve (12) 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 14.5—Extended Overtime Break. The University recognizes that many times officers may work long hours short of a double shift, and a meal/rest break at such times may be in order. The Union recognizes that the University must at all times consider the security needs of the campus first, and that all overtime for that purpose is at premium pay. Therefore, meal/rest breaks under these circumstances should be considered by supervisors on the basis of both operational needs of the department and personal needs of the officers. Such consideration for officers on the shift should be given on a fair and equitable basis allowing for special shift circumstances.

Section 14.6—Emergency Sleep Over. In the event an officer has to sleep over because of extreme weather emergencies or a University emergency, e.g. student takeover, riot, protest or other demonstrations, etc., the University will provide accommodations to sleep over. If the officer is required to work or the department requires immediate use of the officer during the sleep time hours, the officer will receive sleep time pay at double time (2.0x) for all hours worked. If the officer is held over to work a regular shift, and is not required to work during sleep time hours, the sleep time will be paid at the officer’s straight time rate.

Section 14.7—Overtime. Overtime will be posted and employees in the affected classification who apply will be given first preference for the overtime assignment.
Section 14.8—Minimum Guarantee. The minimum guarantee for overtime will be four (4) hours, unless the detail to be covered by the officer specifies a time that is less than four (4) hours. In those cases, the minimum guarantee will be equal to the posted hours for the detail, but no less than 2 hours. Officers must work all 4 hours in order to receive payment.

Section 14.9—Overtime Rate of Pay. For the duration of this Agreement, the University will apply the University-wide written policies and practices respecting the calculation of the rate for overtime work. Specifically, overtime shall be calculated on actual hours worked not hours paid (examples of paid time that will not be used in the calculation of overtime include: vacation, sick, etc.)

Time worked in excess of eight (8) hours, (10) hours or (12) on a regularly scheduled work day will be paid at time and one half. If the overtime is worked directly before or after a regular shift (even if it extends to a different “work day”) but with no time off in between, then the OT rate of 1.5x will apply. 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.

Section 14.10—Overtime Work and Equalization. The department will work with the union to develop and implement an equitable way to distribute overtime based on availability of work, availability and ability of employees to perform the available work. An overriding guideline shall be the utilization of the most cost effective option within the bargaining unit.

Section 14.11—No Duplication or Pyramiding of 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. Exception is straight time on a holiday combined with 1.5x for each hour worked on the holiday.

Section 14.12—Daylight Savings Time. Employees who work during Daylight Savings time changes will be paid one (1) hour overtime when the clock is turned back an hour, and when the clock is turned forward an hour, the employees will be paid for the full shift (8), (10) or (12) hours.

It will be determined by the Supervisor on duty if an employee will need to work the full shift and not be released (1) hour early. If the employee is needed to work the full shift, no overtime will be paid until the scheduled shift hours (8), (10) or (12) is completed.

Section 14.13—Emergency Operations. The final decision for declaring emergency operations and making schedule changes is a consensus decision of the Executive Director of Public Safety,
Section 14.14 — Lodging. During periods of extreme weather or emergency situations affecting the normal operations of the University (as declared by the University) 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 conditions persist and are accompanied with a statewide travel ban in New Jersey.

Section 14.15 – Bridge time – One (1) hour of bridge time will be paid at the officers straight time pay due to mandatory Department meetings or training that is scheduled an hour before or after an officers shift. The officer is “on call” and can be requested to work during the hour at which the officer will be paid the applicable overtime rate.

Section 14.16 – Schedule. Seniority shall govern preference in shift assignments subject to the other provision in this article. Once each year during the second week of February the shifts shall be posted for selection by seniority subject to the “Newly Hired Officers” paragraph herein and the University’s right to balance a shift for operational needs and requirements.

Newly hired officers (upon successful completion of field training) 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 employee, including but not limited to assigning newly hired officers to orient/train on different shifts.

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 bargaining unit 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). Management retains the right to balance shifts, but agrees to a 12 month limit after their FTO program is completed on placing a junior officer (less than 3 years experience) on a shift or moving a senior officer off a shift to balance the shift. A schedule is defined as day (7-3 or 7-7), evening (3-11 or 3-3) or night (11-7 or 7-7) shift. Ten (10) hour days start and stop times will be determined if they are introduced into the schedule.

ARTICLE 15
HOLIDAYS AND PERSONAL DAYS

Section 15.1—University-Designated Holiday Celebrated. There are nine (9) paid holidays annually (up to 72 paid hours). For the period of this Agreement, the annual schedule of nine (9) paid holidays shall be designated according to the Schedule of Holidays published by the University. The department may designate holidays that are different from the University observed holidays. Part-time employees receive prorated University-Designated Holidays based on their reduced work schedule.
An 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 15.2—Personal Days.** Each employee will be given a total of 36 hours of personal time which must be taken in the fiscal year in which they are given. Unused Personal Time will not be paid at termination and cannot be carried over to the next fiscal year. Employees hired January 1st through June 30 will be granted 18 hours of personal time for the fiscal year of hire. Employees will inform their supervisors when they choose to utilize such hours. Except for emergency situations, employees should request use of personal time in advance and it must be approved by supervision.

**Section 15.3—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 his straight-time rate of pay for all hours actually worked, on that day, in addition to eight (8) hours pay at his 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 half-time for each hour worked on the holiday (in addition to eight (8) hours pay at the straight-time rate of holiday pay) and regular straight-time for the alternative day off. This equates to 1.5x pay for each hour worked on the holiday. Employees who are approved to take an alternate eight (8), (10) or (12) 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. This must be used as a day for a day (8 for an 8, etc.) and worked hours must equal hours designated as alternate (comp) holiday during certain peak periods (reunions, commencement, etc.), the department may extend this period by 15 days. An employee who is required to work on the day observed as a holiday and who does not report to work shall be ineligible for benefits under this Article for that holiday.

**Section 15.4—Holiday During a Vacation Period.** If a holiday occurs during the scheduled vacation of an eligible employee, the employee will receive an additional eight (8) hours pay at his straight-time rate of pay for the workweek in which the holiday occurs.

**Section 15.5—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.

**Section 15.6—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. As an alternative (with supervisory approval), the employee may take
an alternate (8 hour) day off in lieu of the holiday payment or the employee may also use the 8 hour holiday in lieu of a 12 (or 10) hour day, utilizing either vacation or personal time for the additional 4 (or 2) hours. The day in lieu of must be in the same pay week (Monday-Sunday), taken on one day and cannot generate any overtime.

Section 15.7—Resignation. An employee who submits their resignation will have their Personal Time and Sick Time prorated and any used time over the allotted amount will be charged to Vacation Time.

ARTICLE 16
VACATIONS

Section 16.1—Eligible Employees. Employees will be eligible for annual vacations with pay.

Section 16.2—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 their number of years of continuous service with the University as the hire anniversary date of the year in which vacation is to be taken. The rate of accrual for vacation shall be:

(a) Employees who have less than twelve months of continuous service, he/she will accrue vacation at the rate of .20 times the number of weeks worked, rounded to the nearest half day on a prorated basis.
(b) Employees who have been in the continuous service of the University for more than twelve (12) months and less than five (5) years shall accrue up to ten (10) days of vacation.
(c) Employees who have been in the continuous service of the University for equal to or more than five (5) years and less than ten (10) years, shall accrue up to fifteen (15) days of vacation.
(d) All employees who have been in the service of the University for a continuous period equal to or longer than ten (10) years, and less than fifteen (15) years shall accrue up to twenty (20) days of vacation.
(e) All employees who have been in service of the University for a continuous period of equal to or more than fifteen (15) years and less than twenty (20) years shall accrue up to twenty-two (22) days of vacation.
(f) All employees who have been in the service of the University for a continuous period of twenty (20) years or more shall accrue up to twenty-five (25) days of vacation.

Section 16.3—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 their 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 fiscal 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 16.4—Use and Accumulation of Vacation.** Vacation time is accrued and credited at the end of each pay period. Vacation time can be used as it is accrued. Generally, all vacation time accrued in one fiscal year must be taken before the end of the same fiscal year or it is lost (and an employee will not receive pay in lieu thereof). However, an employee will be allowed to carry the amount of vacation accrued in the previous fiscal year. Carryover is for the purpose of using vacation time, not for compensation at termination.

An employee will be paid for vacation to which he/she is entitled but which he/she has not used at the time of termination of employment up to a maximum of thirty (30) days. A probationary employee who is terminated prior to completing the probationary period will not be paid for any accumulated vacation upon termination.

**Section 16.5—Rate of Pay.** An employee shall be compensated for vacation at his/her straight-time rate of pay in effect at the time vacation is taken.

**Section 16.6—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 18.5, death in the family leave time may be taken instead of vacation time.

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**ARTICLE 17**

LEAVES OF ABSENCE WITHOUT PAY

**Section 17.1—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 or patrol lieutenant or patrol captain 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 or another position in the same salary grade for which that employee is qualified, subject to availability. 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 17.2—Union Business Leave.** An employee or employees designated by the Union to attend Union business may utilize paid time off hours to attend to official Union sponsored
conventions and seminars provided that the total leave granted to all employees under this Section 17.2 shall not exceed forty (40) hours per calendar year. 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 Union must notify the University in writing, at least fifteen (15) calendar days in advance of such seminar or convention, and provide the names of the employees and the dates of their absence. The management agrees to try to be flexible in considering requests, e.g. achieving shift coverage by moving officers between shifts.

ARTICLE 18
LEAVES OF ABSENCE WITH PAY

Section 18.1—Sick Leave.
(a) An employee who suffers an injury or illness which prevents the employee from working may be paid for up to 64 hours of paid sick leave per fiscal year. Employees hired January 1 through March 31st will be allowed up to 32 hours of paid sick leave for the fiscal year of hire. 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 128 hours in a fiscal year.
(b) If more than the allotted sporadic absence days are needed by an employee, the absence will be charged to vacation or personal time, or may, with supervisory approval, be charged to leave without pay.
(c) If an employee becomes ill during his vacation leave, this period of absence may be converted to sick leave with supervisor 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 or their designee according to the Department’s (200 Elm, Art Museum, Firestone Library and Dispatch) 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 sick leave, 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 18.2—Leaves of Absence with Pay - The University provides income and benefit protection to employees who are injured, seriously or otherwise, at work. Worker’s Compensation provides income protection while the University continues to provide health, welfare and retirement benefits during such leave. All officers are eligible to apply for Long Term Disability which provides continued income protection once Worker’s Compensation is exhausted. Benefits continue to be provided by the University to employees on Long Term Disability.
If an employee returns to work from a leave of absence due to a work related injury during the first twenty-six (26) weeks from date of injury, the employee will be guaranteed reemployment in his classification, provided he/she is able to perform all duties of that classification. If an officer is injured at work and returns to work in less than a week, each case will be reviewed to determine whether the officer needs to use their paid time off for those days, at the discretion of management. Also reference Section 13.1 – Princeton University policy.

Section 18.6—Rate of Pay. Except as otherwise noted in this agreement, for any paid leave taken under this Article 18, an employee shall be compensated at the straight-time rate of pay in effect at the time the leave is taken. Except for hours of leave for which an employee is paid pursuant to the University’s Jury Duty and Court Appearance Policy, 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 19
SAFETY AND HEALTH

Section 19.1—Mutual Commitment to Safety and Health. Safety is a mutual concern of the University and the Union. The University and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees, to provide for their own safety and that of their fellow employees, students and the general public. Employees shall have the right and be encouraged to make prompt reports to their supervisors, in good faith, of any unsafe or unhealthy condition.

Safety and Health issues may be discussed by the Labor-Management Committees themselves, or by appointment of a subcommittee.

Section 19.2 -Safety Equipment. The University will provide the Union with a list of all safety equipment available and personal protective equipment (PPE) for use.

19.3 Wellness program – the program includes partial reimbursement for Dillon or any outside gym membership. The amount reimbursed is up to 50% of the price paid to attain a Princeton University Dillon Gym membership.

ARTICLE 20
LABOR-MANAGEMENT COMMITTEES

Section 20.1—The union will choose up to a total of six (6) representatives, with at least one representative each from 200 Elm, Art Museum, Firestone Library and Dispatch, to sit on a departmental Labor-Management Committee. These representatives will join up to six representatives from the management team. The Committee shall consider such matters relating to the health and safety as the members designated by the Union and the members designated by management mutually agree, and may make recommendations to the Executive Director of Public Safety. This Committee shall have no authority to change, delete or modify any terms of the existing Agreement, or to settle grievances. The Committee shall examine issues of labor-
management relations, study issues which may become subjects for collective bargaining, and
examine and make recommendations concerning labor, management, and productivity issues.

Section 20.2—Committee time and scheduled straight time work hours spent by the employee
members of these Committees in attending the meetings of the Committees shall be with pay.
Time spent at committee meetings shall not be considered hours worked in computing overtime.

ARTICLE 21
CONTRACTING AND SUBCONTRACTING

Section 21.1—Contracting & Subcontracting. Should it become necessary to contract or
subcontract any work or service that is now performed by employees in the bargaining unit, the
University will notify the Union thirty (30) days in advance of a final decision to contract or
subcontract and to negotiate the impact on the employees to be affected. The Union may request
discussion with the University about contracting and subcontracting projects, plans, and
agreements which affect the bargaining unit work, it being fully understood that the final
determination regarding contracting and subcontracting remains with the University.

ARTICLE 22
GENERAL

Section 22.1—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 of 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 22.2—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 affection, 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.

Section 22.3—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 22.4—Part-time Employees. Part-time employees receive prorated paid time off
(vacation, sick time, personal days, holidays) based on their reduced work schedule.

ARTICLE 23
UNIFORMS
Section 23.1—The University shall continue to furnish uniforms and shoes as heretofore. The University reserves the right to select the type and style of uniform. In the Department of Public Safety, as soon as practical after a Security/Dispatch officer is hired, the Security/Dispatch officer will be issued uniforms and equipment in accordance with the department’s published “Initial Issue of Uniforms and Equipment” list, which will include both winter and summer uniform items. Thereafter department will provide approved uniform items as needed. The department will consider suggestions from Security/Dispatch officers regarding the selection of authorized items. The department may 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 23.2—The department will provide each employee with one or two pairs of shoes annually (up to $200 total). Employees with special shoe needs due to medical reasons may purchase shoes on their own and they will be reimbursed based on the amount determined by the shoe contract for the fiscal year.

ARTICLE 24
SCOPE OF AGREEMENT/DURATION

Section 24.1—Duration. This Agreement shall become effective after midnight July 1, 2015 and shall continue in full force and effect through midnight June 30, 2020. 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 April 1, 2016 or April 1 of any succeeding year.

Section 24.2—Waiver of Bargaining Rights and Amendments to Agreement.

During the negotiations resulting in this Agreement, the University and the SPFPA 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 expressly waives its right to require the SPFPA to bargain collectively, and the SPFPA 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 SPFPA during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the University or the SPFPA at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and agreement of the University and the SPFPA, after exercise of the right and opportunity referred to in the first sentence of this Section 22.2, 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 SPFPA.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective seals to be hereunto affixed and duly attested by their respective officers thereunto duly authorized.
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<tr>
<th>THE TRUSTEES OF PRINCETON UNIVERSITY</th>
<th>THE INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA)</th>
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<tbody>
<tr>
<td>Lianna Sullivan-Crowley, Vice President of Human Resources</td>
<td>Tom Heam, Business Representative</td>
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<tr>
<td>Romy E. Riddick, Assistant Vice President for Human Resources</td>
<td>Thomas Globie, SPFPA Local 444 President</td>
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<td>Paul L. Ominsky, Executive Director of Public Safety</td>
<td>Keith J. Dowers, Negotiating Team Member</td>
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<tr>
<td>Kenneth A. Bruvik, Communications Center Manager, Public Safety</td>
<td>Leslie S. Ewing, Negotiating Team Member</td>
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<tr>
<td>Salvatore Caputo, Security Operations Manager, Public Safety</td>
<td>Michael Patullo, Negotiating Team Member</td>
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<td>Lisa L. Hammelmann, Budget Manager, Public Safety</td>
<td>Terri K. Vandegrift, Negotiating Team Member</td>
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<tr>
<td>Lisa M. Linn De Báróna, Administrative Operations Manager, Public Safety</td>
<td>David Ziegler, Negotiating Team Member</td>
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