

Agreement Between
PRINCETON UNIVERSITY

And

FRATERNAL ORDER
OF POLICE LODGE #75

Affiliated With
THE NEW JERSEY STATE AND GRAND LODGES OF THE
FRATERNAL ORDER OF POLICE

JANUARY 19, 2015–JUNE 30, 2019

Agreement Between
PRINCETON UNIVERSITY

And

**FRATERNAL ORDER
OF POLICE LODGE #75**

Affiliated With
THE NEW JERSEY STATE AND GRAND LODGES OF THE
FRATERNAL ORDER OF POLICE

JANUARY 19, 2015–JUNE 30, 2019

	Preamble	1
Article 1	Recognition	1
Article 2	Management and FOP Rights and Responsibilities	1
Article 3	No Strikes or Lockouts	4
Article 4	Union Security	5
Article 5	Checkoff	6
Article 6	Discipline and Discharge	8
Article 7	Grievances	9
Article 8	Arbitration	11
Article 9	Seniority	12
Article 10	Layoff and Recall	14
Article 11	Wages	15
Article 12	Employee Benefit Plans	17
Article 13	Hours of Work and Overtime	18
Article 14	Holidays and Personal Days	23
Article 15	Vacations	24
Article 16	Leave of Absence Without Pay	26
Article 17	Leave of Absence With Pay	26
Article 18	Safety and Health	29
Article 19	Uniforms and Equipment	30
Article 20	General	31
Article 21	Scope of Agreement	32
Appendix A	Wages	33
Appendix B	Wellness/Fitness Programs	34

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 (“F.O.P.”).

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 Police Officers 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 I), 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 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 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 F.O.P. Lodge #75 with secure file cabinet space, a computer WEB space, and internet access. The latter will be used to conduct F.O.P. business within established University policy guidelines.

Section 2.5—Paid Hours for Official F.O.P. Business.

- (a) The F.O.P.'s President or his/her designee will be permitted reasonable release time from his/her normal work schedule to: attend grievances or other DPS/ F.O.P. meetings and employee disciplinary interviews and meetings when his/ her attendance is requested by the employee. The F.O.P. President or his /her designee shall request the release time from his/her supervisor, which release time will not be unreasonably denied.
- (b) The F.O.P. officers (President, Vice President, Secretary and Treasurer) or appointed representatives may utilize paid time off hours to attend to official F.O.P. business. Such hours will not cause overtime or interfere with University operating needs, and Public Safety senior management has the final approval on granting hours based on operating considerations. Public Safety Management agrees to try to be flexible in considering requests, e.g. achieving shift coverage by moving officers between shifts. These hours will be recorded in scheduling and time collection systems so that such time shall not be counted as time actually worked in computing entitlement to overtime premiums. This limitation shall not apply to scheduled meetings between the University and F.O.P. representatives.

Section 2.6—Paid Hours for F.O.P. Negotiations Prep. The F.O.P. officers (President, Vice President, Secretary and Treasurer) may utilize paid time off hours and/or up to 8 hours a week (for no more than a total of 50 hours administrative time during the 3 months immediately preceding union negotiations) as approved by the Executive Director to attend to official F.O.P. 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. These hours will be recorded in scheduling and time collection systems so that such time shall not be counted as time actually worked in computing entitlement to overtime premiums.

Section 2.7—Paid Hours Spent in Collective Bargaining Negotiations. The University will pay up to any three members of the bargaining unit designated by the F.O.P. 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. These hours will be recorded in scheduling and time collection systems so that 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.

Section 2.8—Unpaid 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 if, in its reasonable judgment, the employee's absence would adversely impact the operations of the University.

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 F.O.P. 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 F.O.P.

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 an 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 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 F.O.P. 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.

Upon a request by the employee, the employee shall have access to their personnel file.

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 F.O.P.) 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 F.O.P.'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 the any written discipline issued to a member of the bargaining unit under Section 6.2.

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 F.O.P. 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) 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 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) business days. An employee shall take up a grievance regarding discipline or discharge at Step 2.
- (b) **Step 2—Written Grievance Appeal to the Executive 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 design-

nee 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, F.O.P. Representative or designee, the supervisor and the Executive Director of Public Safety or designee. A written answer to the grievance shall be given to the F.O.P. by the Executive Director of Public Safety or designee within five (5) business days of such discussion.

- (c) **Step 3—Written Appeal to the University's Labor Relations representative.** If the grievance is not settled at Step 2, the F.O.P. shall, 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 Labor Relations representative, or designee. The grievance shall be discussed by the Labor Representative or designee, and the employee and the University's Labor Relations representative or designee at a mutually agreeable time and place but not later than five (5) business days after the request for discussion. A written answer to the grievance shall be given to the F.O.P. by the Labor Relations representative or designee within ten (10) business days 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 mutually agree in writing to extend the time limitations. If the grievance is not submitted on a timely basis at Step 1 or Step 2, it shall be deemed waived. If the grievance is not appealed on a timely basis 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) in addition to the F.O.P. Leadership (President,

Vice President, Secretary, Treasurer) 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 F.O.P. 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 fifteen (15) 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 contact an arbitrator from a panel of four, to be determined by the parties within 30 calendar days of the execution of this agreement. Arbitrators shall be selected in order of their placement on the panel list on a rotational basis, so long as he/she is 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 the parties.

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 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 last 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. Bargaining Unit Seniority.
- (b) **Bargaining Unit Seniority.** Employees once hired to fill budgeted positions represented by the F.O.P. shall earn bargaining unit seniority from the date of hire. Seniority is calculated twice a year and the seniority calculation will be completed at that time for all Princeton University Police Officers new to the bargaining unit. Once a calculation is complete and seniority is established and published, seniority will not be changed unless a Princeton University Police Officer leaves or returns to the bargaining unit.

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 affect 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 eighteen (18) 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 Corporal 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 –

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

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 Executive Director of Public Safety are available for employees.

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 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 Princeton University Police Officer classification the Department of Public Safety will not retain the temporary 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 the employee who is 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 Police Officer is covered by this Agreement. The job classification includes the special duty assignments of detective, crime prevention officer, 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 F.O.P. 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. 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 shall be based on Appendix A.

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 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 Princeton University Employee who receives a special duty assignment such as detective or crime prevention officer or other agreed upon assignments not identified in section 11.5, will be eligible after 6 months for a \$2,000 differential. The designation shall be at the sole discretion of department administration. The differential will be paid as a lump sum, 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 (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:

NCIC/TAC Officer shall receive an annual lump sum of \$500.

RAD Officer -- \$6.00 for all hours worked as a RAD instructor for class time only to be paid through Time Collection.

The department will pay for an employee to maintain their current EMT Certification.

The FTO incentive will be paid for the hours the officer is actually performing or preparing to perform the duty. The payment will be determined as follows: \$6.00 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. Payments will be made bi-weekly at the time of training.

Section 11.6—Corporal Rate of Pay. Princeton University and the Fraternal Order of Police Lodge #75 agree to the following conditions pertaining to employees working in the role of Corporal.

- (a) The University may designate up to six (6) employees to serve as Corporal's. The Corporal's will be assigned and will be paid \$3,000 per year to be paid quarterly. The officer will be eligible after 6 months for the \$3,000 differential. The designation shall be at the sole discretion of department administration. Corporals shall be assigned to a specific shift. Corporals will be selected from a pool of qualified volunteers based on skill set and interviews. Corporals will be selected if there is not a sufficient number of volunteers. The department reserves the right based on the Progressive Discipline and unsatisfactory performance to demote a Corporal back to employee.
- (b) The University may assign a Corporal trained officer to work as a Corporal based on operational needs. Generally Corporal's are not mandated to cover for Supervisor's. In cases where a designated Corporal is not available, a qualified temporary replacement will be named and paid \$6.00/hr. for all hours worked as a Corporal. This is only available to officers not eligible for the \$3,000 a year payment.
- (c) Corporals are expected to be ready to report for duty as shift supervisor each day. When a Sergeant is on duty, a Corporal may still assist in shift management.
- (d) Employees on a scheduled day off cannot be mandated to come in to work as a Corporal if the need arose from a Supervisory call out, sick day or other use of benefit time.

- (e) If an Officer working as an Corporal on his/her off duty shift, the employee cannot be mandated to work overtime (unless in emergency situations).
- (f) Probationary officers or officers with less than 12 months of Princeton University experience cannot be mandated to work as a Corporal.
- (g) The Department will make every effort not to bump an employee from their assigned shift if the need for the bump is to put a Corporal on the squad. If the Corporal is junior to the member who would be bumped, the senior member will be afforded the chance to apply for the position of Corporal
- (h) The rank of Corporal shall be two chevrons.

Section 11.7—Reunions. When a corporal or employee is designated to supervise a reunion site as Officer in Charge the officer will be paid a differential rate of \$6.00/hour for all hours worked. There will be one designated OIC per Reunion site with the exception of the 5th Reunion where all employees will be paid the additional \$6.00/hour.

Please see Appendix A for additional wage information.

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. 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 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 7am on Monday and ending at 6:59 am the following Monday. The department will provide at least 30 days notice (except in emergency situations) when switching any start times for a workweek.

Section 13.3—Workday. A workday is a period of twenty-four (24) consecutive hours beginning immediately after 7 am 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 13.4—Regular Workday. A regular workday for employees covered under this agreement shall consist of eight (8) hours, (10) or (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 13.5—Work Schedules. Seniority shall govern preference in shift assignments subject to the other provision in this article. Once each year during the first 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 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 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.

Voluntary work assignments/overtime will be assigned based on a rotational list, which will be established through bargaining unit 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 bargaining unit 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 bargaining unit 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 being mandated). 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, volunteer or regular scheduled shift/hours/day may result in discipline up to and including termination of employment. Employees who call out sick for mandated, volunteer overtime or regular scheduled 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.
Afternoon:	3:00 p.m.
Night:	11:00 p.m.

Shift start times for ten (10) hour shifts:

Day:	to be determine if introduced to the schedule
Afternoon:	to be determine if introduced to the schedule
Night:	to be determine if introduced to the schedule

Shift Start times for twelve (12) hour shifts:

Day:	7:00 a.m.
Afternoon:	3:00 p.m.
Night:	7:00 p.m.

Shift start times for (10) hour shifts will be determined if (10) hours shifts are implemented and every attempt will be made to keep the start times in line with the (8) and (12) hour shifts.

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, (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 passes 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.
- (b) The minimum guarantee for overtime will be four (4) hours at the appropriate rate of pay. Overtime can be less than a four (4) hour guarantee if the assignment was posted for less than four (4) hours or the assignment is directly before or after a scheduled shift assignment. In an emergent situation, management reserves the right to reassign the employee as needed.
- (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 sixteen (16) hours in a twenty-four (24) hour period will be paid at double time. The twenty four (24) hour time period begins at the time the employee starts his/her shift or overtime assignment and runs for the next twenty four (24) hours.
- (e) Attending required work related meetings and court appearances outside of the employee’s normal schedule will be paid at the appropriate rate for the minimum guarantee of four (4) hours. If the meeting or court appearance is before or after a regular shift assignment the four (4) hour minimum does not apply. In an emergent situation management reserves the right to reassign the employee as needed.
- (f) 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).
- (g) 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 for all hours worked during that mandated shift and shall receive at least 4 hours of work. If the mandated call in is before a regular shift assignment the double time (2x) pay will only be for the hours worked before the regular shift assignment begins (4 hour minimum does not apply).

Section 13.7—Call Back. Callback is defined as when an officer has been called back into work on a regular scheduled day within 12 hours of leaving his/her shift. All call back hours worked will be paid as applicable under section 13.6 above. When a call back 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. This does not apply when the call back is before a regular scheduled shift.

Section 13.8—Vacation Approval. 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 employees 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 13.10—Overtime Provision Operating Procedures. 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.

Section 13.11—Daylight Savings Time.

- (a) 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) hour shift.

- (b) It will be determined by the Supervisor or Corporal if a 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.

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 Time. 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 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. 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 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 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. Should the University change its policy regarding holiday pay during the course of this agreement, it will offer the F.O.P. the opportunity to align to the new policy.

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/her 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/her supervisor of documentation from a treating physician that he was disabled from performing his/her job on the day in question.

Section 14.7—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 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/her 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 a minimum of three (3) months, but less than six (6) months of continuous service, they shall be entitled to five (5) vacation days.
- (b) An employee, who, on July 1, has been in the continuous service of the University for more than six (6) months, shall be entitled to ten (10) vacation days.

- (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 F.O.P. Contract 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/her 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 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. 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.

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 vacation or personal time, or may, with supervisory approval, be charged to leave without pay.
- (c) If an employee becomes ill during his/her vacation leave, this period of absence may be converted to sporadic absence sick leave with supervisory approval, provided the employee notifies his/her Supervisor or Corporal 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.

Pregnancy –

- (e) A pregnant Princeton University Police Officer has access to University benefits including short-term disability and long-term disability prior to a baby's birth. Pregnant Officers are also entitled to protections under the Family Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA), as well as to state benefits such as NJ Family Leave Insurance after the baby is born.

The Department of Public Safety is committed to creating an inclusive environment for pregnant Officers. At the same time, DPS recognizes the unique characteristics of the Officers' job duties, the University's investment in their training, and the nature of their work providing emergency response to the campus community. For female Officers with medical circumstances in which they are unable to work for an extended period during pregnancy, DPS is willing to hold positions from the expiration of the short-term disability benefits, to the start of any available family leave (under either the FMLA or NJFLA). In effect, DPS is willing to hold positions to bridge any period between short-term disability benefits and childbirth, at which point family leave is available under University policies. Please note that availability of disability benefits is based on medical assessment and necessity by the Officer's personal doctor and the University's Employee Health Services.

Section 17.2—Court Appearances.

- (a) An employee who is subpoenaed to testify at a hearing to which neither she/ he nor the University is a party, and who notifies his/her 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.
- (b) Such an employee shall furnish the University a copy of any such summons or subpoena, upon request by his/her supervisor. For each hour of such leave taken, the employee will be compensated by the University in an amount equal to his/her straight-time rate of pay, as specified in Article 11, Section 11.2(c) of this Agreement.
- (c) If the court appearance 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.
- (d) An employee who reports for such service and is excused there from shall immediately contact the on-duty supervisor and stand ready to report for work, if requested.
- (e) In order to be paid by the University for such leave, the employee must submit to his/her supervisor written proof, executed by the administrator of the court, of having served, the duration of such service,
- (f) 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 Personal Days.

Section 17.3—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/her supervisor of the dates on which he is ordered to active duty and furnish a copy of his/her official orders to his/her 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/her 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/her active duty training period may retain the entire military salary.

Section 17.4—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.

Section 17.5—Leaves of Absence with Pay (Injured in the Line-of-duty). 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/her classification, provided he/she is able to perform all duties of that classification. If an officer is injured in the line-of-duty 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.

If the employee has a serious injury in the line-of-duty which extends into long-term disability, the employee will receive preferential consideration for up to 35 months for an opening in the Department of Public Safety for which he/she is qualified and able to perform all duties for the position when they are able to return to work.

ARTICLE 18

SAFETY AND HEALTH

Section 18.1—Mutual Commitment to Safety and Health. Safety is a mutual concern of the University and the F.O.P. 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 F.O.P. The department may update the list at any time.

Section 18.5—Wellness/Fitness Program. See Appendix B.

Section 18.6—Mental Health. Employees have access to the University’s Carebridge Employee Assistance Program which offers confidential counseling services. The University will proactively engage Carebridge services for an employee(s) should a high risk incident occur. Employee Health Services are also available to all full-time and part-time University staff for work related injuries or illness, including those associated with mental health. Employees who become injured or ill as a result of performing their job should report the incident to a supervisor and Employee Health Services before the end of the workday. Employee Health Services initiates the evaluation, treatment and appropriate referral if necessary, and authorized medical care and time out of the workplace.

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.

Thereafter department will provide approved uniform items as needed. The department may require “used” items to be returned when issuing replacement uniform and equipment. 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 will provide each employee with one pair of shoes annually (up to \$200). 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.

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). There will be a maximum of \$500 per employee to spend on uniform cleaning each year. Any amount spent on uniform cleaning over \$500 will need to be approved by supervision. The \$500 amount will be reviewed annually and adjusted based on University negotiated dry-cleaning rates.

Section 19.6—Protective Vests. The department will issue a department approved protective vest to each employee. The department will reimburse officers who have already purchased a department approved vest and have a receipt of 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. The department will provide employees with the opportunity to request wicking undershirts to be worn under the protective vest.

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 F.O.P. The F.O.P. agrees that it will not discriminate in any manner against employees because of non-membership in the F.O.P.

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—Emergency Operations. The final decision for declaring emergency operations and making schedule changes is a consensus decision of the Executive Director of Public Safety, and the Executive Vice President. The pay for hours worked during an emergency operation shall be at double time.

Section 20.6—Emergency Sleep Over. In the event an officer is required 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 pay at double time 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 20.7—Lodging. During periods of extreme weather or emergency situations 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 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, 2019. 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, 2019 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.

APPENDIX A – Wages

Year 1 Date of Ratification – Individual salary adjustments

Year 2 at 7/1/2015 – 2.5% across the board

Year 3 at 7/1/2016 – 2.5% - 2.75%

Year 4 at 7/1/2017 – 2.5% across the board

Year 5 at 7/1/2018 – 2.5% - 2.75%

Additional monetary opportunities:

FTO up to \$2500 (\$6/hour)

Corporal \$3000

DB \$2000

Reunions \$180 (\$6/hour)

Wellness/Fitness test up to \$600

(\$300 2x a year for each voluntary test passed)

Gym reimbursement \$110

TAC \$500

RAD instruction time (\$6/hour)

APPENDIX B – Wellness/Fitness Program

Test Type	DPS Minimum Standard	NJPTC Standard
1.5 mile run	19 min 10 sec	15 min, 55 sec
300 meter run	94 sec	70.1 sec
Vertical jump	9.6 inches	15 inches
Push-ups 1 min	9	24
Sit-ups 1 min	14	28

- (a) During the length of the contract, the program will be voluntary.
- (b) Each member of the bargaining unit that would like to take the DPS physical fitness test must provide a note from their primary care physician (PCP) indicating that they are cleared to participate in the program and take the DPS physical fitness test.
- (c) Physical fitness testing will begin after the ratification of a new collective bargaining agreement between Princeton University and the bargaining unit members and will be completed within the month.
- (d) All employees who successfully pass the DPS physical fitness standards, on any given test during a calendar year, shall be paid a \$300 lump sum bonus (up to a maximum payment of \$600 per calendar year). A maximum of two tests will be given during a calendar year.
- (e) All testing will be scheduled with the Patrol Lieutenant and will occur while the bargaining unit members are on duty (normally during shift overlap periods). No overtime will be incurred, by the bargaining unit member for performing the physical fitness test. There should remain adequate manpower on patrol assuring that no overtime is needed to cover for a bargaining unit member(s) absence from shift.
- (f) If an employee “fails” any part of the test, they may retest in 1 month.
- (g) If after the second test the bargaining unit member “fails the test again they will not be eligible for the incentive payment until the next testing period (6 months).
- (h) If an employee is injured while participating in the DPS physical fitness testing they will be covered by the University worker’s compensation benefit.

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.

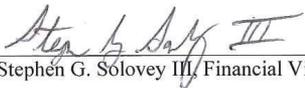
FRATERNAL ORDER OF POLICE,
LODGE #75



Michael P. Michalski, President

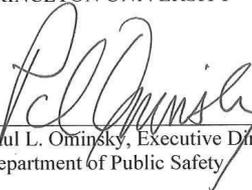


James S. Lanzi, Trustee



Stephen G. Solovey III, Financial Vice President

PRINCETON UNIVERSITY



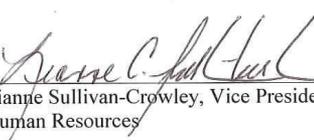
Paul L. Ominsky, Executive Director
Department of Public Safety



Stefanie R. Karp, Director of Operations,
Department of Public Safety



Romy Riddick, Executive Director of Client
Services, Human Resources



Lianne Sullivan-Crowley, Vice President,
Human Resources

