

MEMORANDUM OF AGREEMENT

TOWNSHIP OF LIVINGSTON

AND

PBA LOCAL 263

The TOWNSHIP OF LIVINGSTON (“Township”) and PBA LOCAL 263 (“PBA” or “Union”), having engaged in an agreement to succeed the current Collective Negotiations Agreement (“Agreement”) between the Township and the Union that expired on December 31, 2016, hereby agree to the following amendments to the Agreement as set forth below.

This Memorandum of Agreement (“MOA”) represents a complete package and no individual element of this MOA is acceptable to the parties absent an agreement to the complete package set forth herein. Therefore the parties hereby agree to amend the Agreement as follows:

1. Article XXXII, Duration of Agreement: January 1, 2017 through December 31, 2021 (5 year Agreement).
2. Article II, Agency Shop, Section 1: Amended as follows:

SECTION 1.

Purpose of Fee: If an employee covered by this Agreement does not become a member of the PBA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. The purpose of this fee will be to offset the employee’s per capita cost of services rendered by the PBA as majority representative. **It is understood and agreed that no such representation fee shall be deducted by the Township unless and until said employee submits a written authorization for same pursuant to the U.S. Supreme Court decision in *Janus v. AFSCME, Council 31*, 138 S. Ct. 2448, 201 L. Ed. 2d 924, 2018 U.S. LEXIS 4028 (2018)**

3. Article VII, Base Salaries:
 - a. Base Annual Salaries to be increased as follows and as reflected in the attached Exhibit A:

Effective and retroactive to January 1, 2017 - 2.0%

Effective and retroactive to January 1, 2018 - 2.0%

Effective and retroactive to January 1, 2019 - 2.0%
Effective and retroactive to January 1, 2020 - 2.0%
Effective and retroactive to January 1, 2021 - 2.0%

All employees and former employees shall be entitled to the above salary increases during the time of their employment.

- b. Employees hired after 1/1/05 (not eligible for longevity) shall have an additional step of \$2,000 increase in the base salary of their position/title as of January 1st of the calendar year in which they will complete 15 years of service and an additional step of \$2,000 increase in the base salary of their position/title as of January 1st of the calendar year in which they will complete 20 years.
- c. Detective and Detective Sergeant positions shall have a fixed \$3,500 annual differential over Patrol Officer and Sergeant positions.
- d. Effective January 1, 2019, a \$1,000 Annual Stipend shall be paid for NJ-EMT Certified Officers whose certifications are current and maintained in good standing.

4. Article IX, Hours of Work and Overtime is amended as follows:

- a. Section 1., Work Schedule amended to include:

“The work year shall consist of 2,040 hours annually.”

- b. Paragraphs 4.d., 5.d. and 6.c. references to “prevailing wage rate” shall be changed to “current rate of pay”.

- c. Section 6., PTO Bank, a.iii., is amended to change 10 hour employee entitlement from “26 hours into the PTO Bank” to “40 hours into the PTO Bank” effective January 1, 2019.

- d. Section 6., PTO Bank, is amended to include the following paragraph a.iv.

iv. In addition to schedule adjustment time, employees working 8 hours shifts shall receive an additional 52 hours into the PTO Bank, pro-rated for partial year assignments.

5. Article XII, Sick Leave, Section 5. is amended as follows:

e. Any employee that utilizes less than 70% of his or her unused accumulated sick leave during the terminal leave is entitled to a lump sum payout of the remaining portion of the 70% upon retirement; however, the combined total of the sick leave days used during Terminal Leave and the sick leave days paid out upon retirement shall not exceed 105 days. Payouts of unused sick leave shall be made based on 12 hour days for all employees, regardless of work shift at the time of retirement.

6. Article XV , Disability Leave with Pay, is deleted in its entirety and replaced with the following:

SECTION 1.: All injuries and illness incurred in the performance of duty/arising out of employment shall be reported to and governed by the Township's Workers Compensation Insurance, the New Jersey Workers Compensation statutes and regulations, and the Township's policies on light duty.

During any period of absence on a Workers Compensation injury, the Township shall continue to pay the employee their full salary and benefits for a period not to exceed one year.

Any payments received by the Township from the Township's Workers Compensation insurance will be retained by the Township as a credit towards the continuation of full pay provided for above. Any temporary disability wage replacement payments received directly by the Employee from the Township's Workers Compensation insurance will be endorsed by the Employee and remitted to the Township as a credit towards the continuation of full pay provided for above.

7. Article XVI, Insurance Plan Coverage, Section 1 is deleted in its entirety and replaced with the following:

SECTION 1.: The Township agrees to provide health benefits under the New Jersey State Health Benefits Plan. ("NJSHBP") Employees agree to contribute to the cost of such benefits as a percentage of the total premiums, for the employee and any covered dependents, in accordance with the schedule set forth as "Tier 4" under P.L. 2011, c. 78 (commonly known as "Chapter 78"), a copy of which is attached hereto as Exhibit B. Employee contributions shall be made via payroll deduction from regular semi-monthly payroll payments. If the Township should opt to change to an independent carrier, a self-insurance plan, or any other health benefit plan, the new plan shall contain equal to or better coverage and benefits as then being provided under the NJSHBP.

8. Article XVI, Clothing Allowance. Will be amended to include:

SECTION 1.: Effective January 1, 2019 the uniform allowance is increased from \$875.00 per year to \$1,000.00 per year.

SECTION 2.: Uniform maintenance allowance of \$610.00 to remain in effect for 2017 and 2018. Beginning January 1, 2019, the separate uniform maintenance

allowance will be eliminated and replaced with a one-time \$750.00 increase in base salary for each title. Officers shall continue to be responsible to maintain their uniforms in appropriate condition.

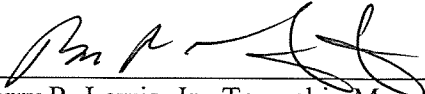
SECTION 10. [NEW]: In the event that an employee's uniform or equipment is damaged or destroyed while acting in the line of duty, the Township agrees to replace said clothing or equipment and the cost of replacement of said clothing or equipment will not be charged to the employee's annual uniform allowance. It is understood and agreed that the Township will not pay for the replacement of clothing or equipment that is damaged or destroyed due to the employee's negligence.

9. Article XX, Promotional Procedures. Shall be amended to delete Section 2 in its entirety and renumber Section 3 as the new Section 2.
10. Article XXVII, Rules and Regulations, shall be amended to include:

“...the Township Manager, as the duly appointed “Appropriate Authority” under N.J.S.A. 40A:14-118, may establish and enforce...”
11. Article XXXI, Funeral Expenses, shall be amended to increase the payment amount from \$5,000 to \$10,000 in the event of an officer's death in the line of duty.
12. Complete Agreement: The parties recognize and agree that this MOA represents the entire understanding of the parties. Any proposal or counter-proposal that was made by the parties during negotiations, but is not contained herein, is deemed waived.
13. Continuation of Benefits: Unless otherwise amended or revised above, all other terms set forth in the parties' 2013-2016 Agreement shall be retained.
14. Ratification Process: This MOA is subject to approval by the Township Council and ratification by the membership of the PBA. The PBA's bargaining committee agrees that it will recommend ratification of this MOA to the membership. The Township Manager will likewise recommend approval of this MOA to the Township Council. The PBA shall notify the Employer in writing of the approval or disapproval of the MOA within 48 hours of the conclusion of the voting. The Township will likewise provide written notice to the PBA of the approval of the Township Council.
15. Authorization: The undersigned represent that they are authorized to enter into this MOA on behalf of their respective constituencies. Upon ratification of the MOA by the Union and approval by the Township, the Township will draft a new collective negotiations agreement and present it to the Union for review, approval and execution.

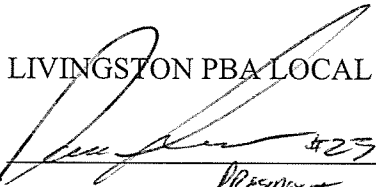
IN WITNESS WHEREOF, the parties have caused this MOA to be signed by their duly authorized representatives on this ____ day of _____, 2018.

TOWNSHIP OF LIVINGSTON



Barry R. Lewis, Jr., Township Manager

LIVINGSTON PBA LOCAL 263

By: 

PRESIDENT

Exhibit B

Health Benefits Contribution - Percentage of Premium

SINGLE COVERAGE	
Salary Range	Employee Contribution Percentage Of Premium
less than 20,000	4.50%
20,000 — 24,999.99	5.50%
25,000 — 29,999.99	7.50%
30,000 — 34,999.99	10.00%
35,000 — 39,999.99	11.00%
40,000 — 44,999.99	12.00%
45,000 — 49,999.99	14.00%
50,000 — 54,999.99	20.00%
55,000 — 59,999.99	23.00%
60,000 — 64,999.99	27.00%
65,000 — 69,999.99	29.00%
70,000 — 74,999.99	32.00%
75,000 — 79,999.99	33.00%
80,000 — 94,999.99	34.00%
95,000 and over	35.00%

Exhibit B

Health Benefits Contribution - Percentage of Premium

FAMILY COVERAGE	
Salary Range	Employee Contribution Percentage Of Premium
less than 25,000	3.00%
25,000 — 29,999.99	4.00%
30,000 — 34,999.99	5.00%
35,000 — 39,999.99	6.00%
40,000 — 44,999.99	7.00%
45,000 — 49,999.99	9.00%
50,000 — 54,999.99	12.00%
55,000 — 59,999.99	14.00%
60,000 — 64,999.99	17.00%
65,000 — 69,999.99	19.00%
70,000 — 74,999.99	22.00%
75,000 — 79,999.99	23.00%
80,000 — 84,999.99	24.00%
85,000 — 89,999.99	26.00%
90,000 — 94,999.99	28.00%
95,000 — 99,999.99	29.00%
100,000 — 109,999.99	32.00%
110,000 and over	35.00%

Exhibit B

Health Benefits Contribution - Percentage of Premium

MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE	
Salary Range	Employee Contribution Percentage Of Premium
less than 25,000	3.50%
25,000 — 29,999.99	4.50%
30,000 — 34,999.99	6.00%
35,000 — 39,999.99	7.00%
40,000 — 44,999.99	8.00%
45,000 — 49,999.99	10.00%
50,000 — 54,999.99	15.00%
55,000 — 59,999.99	17.00%
60,000 — 64,999.99	21.00%
65,000 — 69,999.99	23.00%
70,000 — 74,999.99	26.00%
75,000 — 79,999.99	27.00%
80,000 — 84,999.99	28.00%
85,000 — 99,999.99	30.00%
100,000 and over	35.00%

Hired On or After January 1, 2015

2016 BASE SALARY										
Grade	Assignment	Min.	Balance	1	2	3	4	5	6	Max.
P1	Patrol	\$57,837	\$62,932	\$70,874	\$73,672	\$76,250	\$78,828	\$86,766	\$94,704	\$108,932
P2	Detective/Corporal				\$75,638	\$78,216	\$80,794	\$88,738	\$96,688	\$111,227
P3	Sergeant									\$123,881
P4	Detective/Sergeant									\$125,948

2.00%

2017 BASE SALARY										
Grade	Assignment	Min.	Balance	1	2	3	4	5	6	Max.
P1	Patrol	\$58,994	\$64,191	\$72,291	\$75,145	\$77,775	\$80,405	\$88,501	\$96,598	\$111,111
P2	Detective/Corporal				\$78,645	\$81,275	\$83,905	\$92,001	\$100,098	\$114,611
P3	Sergeant									\$126,359
P4	Detective/Sergeant									\$129,859

2.00%

2018 BASE SALARY										
Grade	Assignment	Min.	Balance	1	2	3	4	5	6	Max.
P1	Patrol	\$60,174	\$65,474	\$73,737	\$76,648	\$79,331	\$82,013	\$90,271	\$98,530	\$113,333
P2	Detective/Corporal				\$80,148	\$82,831	\$85,513	\$93,771	\$102,030	\$116,833
P3	Sergeant									\$128,886
P4	Detective/Sergeant									\$132,386

2.00%

2019 BASE SALARY												
Grade	Assignment	Min.	Balance	1	2	3	4	5	6	7	15	20
P1	Patrol	\$62,127	\$67,534	\$75,962	\$78,931	\$81,667	\$84,403	\$92,827	\$101,251	\$116,350	\$118,350	\$120,350
P2	Detective/Corporal				\$82,431	\$85,167	\$87,903	\$96,327	\$104,751	\$119,850	\$121,850	\$123,850
P3	Sergeant									\$132,214	\$134,214	\$136,214
P4	Detective/Sergeant									\$135,714	\$137,714	\$139,714

2.00%

2020 BASE SALARY												
Grade	Assignment	Min.	Balance	1	2	3	4	5	6	7	15	20
P1	Patrol	\$63,370	\$68,885	\$77,481	\$80,510	\$83,300	\$86,091	\$94,683	\$103,276	\$118,677	\$120,717	\$122,757
P2	Detective/Corporal				\$84,010	\$86,800	\$89,591	\$98,183	\$106,776	\$122,177	\$124,177	\$126,177
P3	Sergeant									\$134,858	\$136,898	\$138,938
P4	Detective/Sergeant									\$138,358	\$140,398	\$142,438

2.00%

2021 BASE SALARY												
Grade	Assignment	Min.	Balance	1	2	3	4	5	6	7	15	20
P1	Patrol	\$64,637	\$70,262	\$79,031	\$82,120	\$84,966	\$87,813	\$96,577	\$105,341	\$121,050	\$123,131	\$125,212
P2	Detective/Corporal				\$85,620	\$88,466	\$91,313	\$100,077	\$108,841	\$124,550	\$126,631	\$128,712
P3	Sergeant									\$137,555	\$139,636	\$141,717
P4	Detective/Sergeant									\$141,055	\$143,136	\$145,217

Hired After January 1, 2005 but Before January 1, 2015

2016 BASE SALARY								
Grade	Assignment	Min.	Balance	1	2	3	4	Max.
P1	Patrol	\$57,837	\$62,932	\$70,874	\$78,828	\$86,766	\$94,704	\$108,932
P2	Detective/Corporal				\$80,794	\$88,738	\$96,688	\$111,227
P3	Sergeant							\$123,881
P4	Detective/Sergeant							\$125,948

Percentage Increase 2.00%

2017 BASE SALARY								
Grade	Assignment	Min.	Balance	1	2	3	4	Max.
P1	Patrol	\$58,994	\$64,191	\$72,291	\$80,405	\$88,501	\$96,598	\$111,111
P2	Detective/Corporal				\$83,905	\$92,001	\$100,098	\$114,611
P3	Sergeant							\$126,359
P4	Detective/Sergeant							\$129,859

Percentage Increase 2.00%

2018 BASE SALARY								
Grade	Assignment	Min.	Balance	1	2	3	4	Max.
P1	Patrol	\$60,174	\$65,474	\$73,737	\$82,013	\$90,271	\$98,530	\$113,333
P2	Detective/Corporal				\$85,513	\$93,771	\$102,030	\$116,833
P3	Sergeant							\$128,886
P4	Detective/Sergeant							\$132,386

Percentage Increase 2.00%

2019 BASE SALARY										
Grade	Assignment	Min.	Balance	1	2	3	4	5	15	20
P1	Patrol	\$62,127	\$67,534	\$75,962	\$84,403	\$92,827	\$101,251	\$116,350	\$118,350	\$120,350
P2	Detective/Corporal				\$87,903	\$96,327	\$104,751	\$119,850	\$121,850	\$123,850
P3	Sergeant							\$132,214	\$134,214	\$136,214
P4	Detective/Sergeant							\$135,714	\$137,714	\$139,714

Percentage Increase 2.00%

2020										
Grade	Assignment	Min.	Balance	1	2	3	4	5	15	20
P1	Patrol	\$63,370	\$68,885	\$77,481	\$86,091	\$94,683	\$103,276	\$118,677	\$120,717	\$122,757
P2	Detective/Corporal				\$89,591	\$98,183	\$106,776	\$122,177	\$124,217	\$126,257
P3	Sergeant							\$134,858	\$136,898	\$138,938
P4	Detective/Sergeant							\$138,358	\$140,398	\$142,438

Percentage Increase 2.00%

2021										
Grade	Assignment	Min.	Balance	1	2	3	4	5	15	20
P1	Patrol	\$64,637	\$70,262	\$79,031	\$87,813	\$96,577	\$105,341	\$121,050	\$123,131	\$125,212
P2	Detective/Corporal				\$91,313	\$100,077	\$108,841	\$124,550	\$126,550	\$128,550
P3	Sergeant							\$137,555	\$139,636	\$141,717
P4	Detective/Sergeant							\$141,055	\$143,055	\$145,055