

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**TOWNSHIP OF LIVINGSTON<sup>ET</sup> AND**  
**COMMUNICATION WORKERS OF AMERICA, AFL-CIO, LOCAL 1031**  
January 1, 2015 – December 31, 2018



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## PREAMBLE

This AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2018 between the Township of Livingston, hereinafter referred to as the "Township," and the Communication Workers of America, ALF-CIO, Local 1031, hereinafter referred to as the "Union."

### 1. RECOGNITION

The Township recognizes the Union as the sole and/or exclusive bargaining agent for the regularly employed civilian dispatchers in the Township of Livingston Police Department but excluding all managerial employees, confidential employees, supervisors within the meaning of the Act, craft employees, professional employees, casual employees, seasonal and temporary employees, and all other employees employed by the Township of Livingston.

### 2. RESPECT AND DIGNITY

The Township and Union recognize that it is in the best interests of the parties that all dealing between them continue to be characterized by mutual responsibility and respect. The parties recognize and declare that it is their goal to maintain a harmonious relationship in determining the terms and conditions of employment, with a joint goal of furtherance of the Police Department's mission.

Any complaints regarding the harmonious relationship or mutual respect should be reported by the employee to his/her supervisor. If his/her complaint is about his direct supervisor, he/she shall report his concern to the next highest ranking officer in his/her chain of command. If the nature of the complaint is an alleged violation of the Township's anti-discrimination policies, the matter shall be referred to the Director of Human Resources for investigation and response in accord with the Townships' anti-discrimination or anti-harassment policies.

If the complaint is not an alleged violation of the Township's anti-harassment policy, the supervisor shall meet to discuss the complaint with the employee within seven (7) days of receipt of the complaint. If the matter cannot be resolved by the supervisor within seven (7) days of the meeting, the Complainant may forward his/her complaint to the Chief of Police. The Chief will meet with the Complainant within 7 days of receipt of the complaint. The Chief shall have the sole discretion to determine appropriate remedial action.

### 3. NON-DISCRIMINATION

The parties agree there shall be no discrimination with regard to hiring, promotion, job assignment or other conditions of employment because of race, creed, color, religion, sex, sexual orientation, age, national origin, marital or political status, veteran status, disability or handicap which can be reasonably accommodated without undue hardship, or any other classification protected by federal, state or local law or regulation or union activities.

### 4. MANAGEMENT RIGHTS

A. Except to the extent expressly modified by a specific provision of this Agreement, the Township of Livingston reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Police Department of the Township of Livingston, New Jersey as such rights existed prior to the execution of this or any other previous Agreement with the Union.

B. The sole and exclusive rights of the Township of Livingston, New Jersey, which are not abridged by this Agreement, shall include by are not limited to:

1. to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizen of Livingston, and, from time to time, to change or abolish such practices or procedures;
2. to the right to determine, and from time to time redetermine, the number, locations and relocation and types of its employees or to discontinue any performance by employees of the Township of Livingston;
3. to determine the number of hours per day or week any operation of the Police Department may be carried on;
4. to select and to determine the number and types of employees required;
5. to assign such work to such employees in accordance with the requirements determined by the Department of Police and Township management authorities;
6. to establish training programs and upgrading requirements for employees within the Department;
7. to establish and change work schedules and assignments;
8. to transfer, promote or layoff employees;

9. to demote, terminate, or discipline employees for just cause;
10. to determine the fact of lack of work; and
11. to continue, alter, make and enforce reasonable rules for the maintenance of discipline consistent with this agreement.

## 5. UNION RIGHTS

### A. Access:

1. A duly authorized representative of the Union designated in writing, who has provided 48 hours' notice to the Chief of Police, shall be admitted to the premises of the Township during non-business hours for the purpose of assisting in the adjustment of grievances and for inspection of complaints arising under this agreement unless otherwise agreed to by the Township and Union. Access may be provided on less than 48 hours' notice if needed on-site to provide representation at a disciplinary hearing, or prior to suspensions without pay or terminations.
2. The Union will be permitted to conduct meetings, to be attended by members on non-work time in the Police Department. One week advance notice shall be submitted to the Chief of Police to request such meeting space. Attendance at such meetings shall not count as hours worked and will not be compensable.
3. The Union may request information to assist it in the performance of its duties. The Township will provide the requested information as is required by law.
4. The Police Department will provide a bulletin board for the exclusive use of the Union for sharing Union business. As a matter of courtesy, the Union shall provide the Chief of Police with a copy of all postings. The material shall not contain anything profane, obscene or defamatory with respect to the Township and/or its representatives, nor anything constituting election campaign material. Materials which violate provisions of this Article shall not be posted. The Employer will notify the Union if materials need to be removed; if the union does not remove the item within 24 hours, the Employer may unilaterally remove the material. The Steward and Union members may distribute written material and discuss Union matters only on non-work time in non-working areas, and consistent with the conditions set forth herein.

B. Job Stewards: The Township recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this agreement;
2. The transmission of such messages and information which originate with, and are authorized by the local union or its officers, provided such messages and information;
  - i. have been reduced to writing, or
  - ii. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle good, or any other interference with the Township's business.

C. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Township on their own time, not during working hours. Stewards may present a grievance during the workday, and without loss of pay, for a pre-determined amount of time, but only with prior permission from the Shift Commander. Stewards processing grievances shall not interfere with or distract employees from performing their assigned duties.

## 6. DUES CHECKOFF AND AGENCY FEE

### A. Dues Checkoff

1. Upon receipt of a lawfully executed written authorization from the Employee, the Township shall deduct Union dues in the amount of 1.15% of gross pay, or such other amount as may be certified by the Union to the Township pursuant to this Article. The Township shall remit the dues to CWA-DUES, Communications Workers of America, P.O. Box 79176, Baltimore, MD 21279-0176. Said remittance shall be made by the 10th day of the month following the calendar month in which such deductions are made, along with a list of the employee names, standard hours of work, titles, employee identification number, salaries, and membership status. A copy of this information will also be provided to the Union via electronic mail.
2. All deductions under this Article shall be subject to revocation by the Employees. The Employee may, in writing, terminate his or her respective dues deduction authorization as of July 1 of the contract year.

B. Agency Fee

1. The Union agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13a-5.6, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purpose by the Governor in accordance with N.J.S.A. 34:13a-5.6, as amended. The Union shall be solely responsible for establishing and maintaining the "demand and return" system.
2. The representation fee in lieu of dues shall only be available to the Union if a demand and return system that fully complies with all legal requirements is provided to the Township. If established, the Township agrees to deduct from the pay of each Employee covered by this Agreement, who does not furnish a written authorization for deduction of Union dues, or who has withdrawn authorization for dues deductions, an amount equal to eighty-five percent (85%) of the monthly Union dues commencing with the 30th day of employment.

C. Change in Dues

1. The Union will notify the Township Manager of changes in dues no less than forty-five days before they are to take effect.

D. Hold Harmless

1. The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, demands, losses and expenses, orders or judgments brought or issued against the Township or the Union under the provisions of this Article of the Agreement and for any attorney fees incurred by the Township in connection with any such claim or suit that may be filed.

**7. LABOR-MANAGEMENT MEETINGS**

A. A committee consisting of the Township and the Union shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. The Chief of Police will coordinate meetings of the committee as needed, and at the request of the Union, and shall meet at least one time per year. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings.



B. The purpose and intent of such meetings is to foster good employment relations through communications between the Township and the Union on matters such as, but not limited to:

1. Discussing questions arising over the interpretation and application of this agreement;
2. Disseminating general information of interest to the parties;
3. Giving Union representatives the opportunity to express their views or make suggestions on subjects of interest to employees of the bargaining unit;
4. To notify the Union of changes in non-bargainable conditions of employment contemplated by management which may affect the employees in the bargaining unit;
5. The elimination of waste and conservation of materials and supplies; and
6. The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening the morale of the employees.

## 8. DISCIPLINE

A. The terms "discipline" shall mean a verbal warning, written warning, suspension from duty without pay or dismissal. Discipline shall not include dismissal due to layoff. An employee may only be disciplined for just cause.

B. The provisions of this Article shall not be applicable to employees in their initial employment period (including any extensions). The Township's judgment as to the adequacy of the probationary employee's performance during the probationary period or any action taken as a result thereof, shall not be deemed "discipline" nor shall it be subject to challenge by the Union or employee pursuant to this Article.

C. Prior to suspension without pay or termination of an employee, the Townships shall provide the employee with a pre-suspension/pre-termination opportunity to be heard. The employee will be afforded a meeting with the Township to discuss the allegations against the employee, which could potentially result in a suspension without pay or termination and the employee will be given an opportunity to present his/her version of the facts. The Township shall consider the employee's position prior to rendering a decision of whether to impose discipline pursuant to this Article. The employee shall have the right to Union representation during this meeting.

D. The Union has the right to challenge the imposition of discipline by timely filing a grievance in accordance with the Grievance Procedure in Article IX.

## 9. GRIEVANCE PROCEDURE

The intent of the parties to this Agreement is that the procedures hereinafter set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning or application of the provisions of this Agreement.

A grievance shall mean a complaint by the employee(s) or Union that there has been a violation of the express provisions of this Agreement. A grievance may also mean a complaint by the employee(s) or Union challenging a disciplinary action or violation of this Agreement.

A. The following steps apply and time frames may be extended upon mutual agreement of the Union and the Township.

STEP 1. As to grievances, the aggrieved employee or the Union shall present the grievance orally or in writing to his/her immediate supervisor. The grievance must be presented in writing to a supervisor within fourteen (14) days of its occurrence or knowledge of its occurrence. The grievance shall be prepared in detail and dated. The supervisor will give his/her response to the grievance in writing within ten (10) days of the date that the written grievance was received.

STEP 2. If the grievance is not settled in Step 1, or if there is no response within 10 days of the Union or Grievant filing the Step 1 grievance, it shall be reduced to writing to the Chief of Police and, if requested, a meeting will be held with the Union and Grievant within ten (10) days of the Grievant's receipt of the Step I decision. The Chief will reply to the grievance in writing within ten (10) days of the date of the presentation of the written grievance or the date of the meeting. The aggrieved employee may be represented by officers of the Union in presenting his/her grievance to the Chief.

STEP 3. If the grievance is not settled in Step 2, the grievance shall be presented in writing to the Township Manager within ten (10) days after the Grievant's receipt of the Chief's Step 2 decision. The Township Manager will review the grievance within (30) days after submission of the written grievance. This period of time may be enlarged by agreement of the parties. The Township Manager shall issue a Step 3 decision, in writing, within thirty (30) days of the grievance meeting; a copy of which shall be provided to the Grievant and the Union. If the Township Manager does not issue a written decision within this time-frame, it shall constitute a denial of the grievance. This shall be the final step of review for non-disciplinary grievances.

STEP 4. If the Union is not satisfied with the Step 3 decision, as it relates to disciplinary action, it has the right to appeal the decision to arbitration by submission of a written Demand for Arbitration to the New Jersey Public Employment Relations Commission (PERC) within 30 days from the date the Union received the Step 3 Decision. This provision shall not include written warnings and reprimands. The arbitrator shall be selected pursuant to PERC's rules. No arbitrator shall have any authority to rule upon the merits of a grievance that was untimely filed

at Step 1, or that was not timely submitted to the Chief (Step 2), the Township Manager (Step 3) or to arbitration (Step 4) in accordance with the time limits set forth in this Article. The arbitrator's decision regarding a disciplinary arbitration shall be final and binding on the parties.

B. With mutual agreement of the Township and the Union, time frames may be extended.

C. The parties may direct the Arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

D. Any State or Federal statutory claims related to an employment action must be joined in the arbitration.

E. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The Arbitrator shall not have the authority to add to, detract from, or modify in any way the provisions of this Agreement or any amendment or supplement thereof.

F. The arbitrator's fees shall be shared equally between the Township and the Union.

G. Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

H. The Township shall permit the grievant to take time off with pay from his or her scheduled shift, if applicable, for any time spent at the Step 2 meeting or the arbitration hearing. If the Township or Union Requires an employee to testify at the arbitration, he/she shall be released from duty with pay for the period of time she/he is actually testifying.

I. The grievant may request the presence of a shop steward and/or CWA representative at all steps of the grievance procedure. A shop steward who is on duty on the day of a grievance meeting held pursuant to Step 2 or arbitration hearing will be released from duty for the purpose of attending the grievance meeting or arbitration hearing without loss of pay.

J. A failure by the Township to respond at any step within the provided time limits shall be deemed a denial of the grievance at that particular step and shall permit the Union to move the grievance to the next step in the procedure.

## 10. PERC HEARINGS

The Township and the Union agree that one union steward and any witnesses subpoenaed to appear and testify for a hearing before the Public Employment Relations Commission will be released from duty, with pay, in order to travel to PERC and appear.

An employee subpoenaed to appear and testify before the Public Employment Relations Commission during his normally assigned shift, and who is released from the hearing, is expected to return and complete the remainder of his shift, provided the remainder of his shift, inclusive of travel time from PERC, would amount to two (2) or more working hours. Employees whose return, including travel time, would be for less than two hours may elect to use accumulated leave balances in lieu of returning to duty.

This provision shall not apply to grievance arbitration proceedings.

## 11. COMPENSATION

A. Frequency of payment will continue to be made on a semi-monthly schedule as established by the Township. Employees shall receive payment through direct deposit.

B. Full and part-time

1. Retroactive to 1/1/15- 2% of base salary
2. Retroactive to 1/1/16- 2% of base salary
3. Retroactive to 1/1/17 -2% of base salary
4. Retroactive to 1/1/18- 2% of base salary
5. Retroactive salary increases will be paid only those employees who were employed on the retroactive date listed above and also as of the time of ratification of this agreement.

C. Per-diem

1. Retroactive to 1/1/18 the per-diem rate will receive a onetime increase to \$23/hr.
2. Retroactive salary increases will be paid only those employees who were employed on the retroactive date listed above and also as of the time of ratification of this agreement.

## 12. OVERTIME AND COMPENSATORY TIME

A. Overtime: Dispatchers working over forty (40) hours in any workweek will get paid time and one half their regular rate, unless the dispatcher elects compensatory time in lieu of paid overtime, subject to Section B, below.

B. Compensatory Time: Bargaining unit employees may select paid overtime or compensatory time in lieu of overtime pay. Compensatory time in lieu of overtime pay may be accumulated up to a maximum of 40 hours. Thereafter, all overtime must be paid.

Employees may use compensatory time in lieu of overtime pay. Requests to use compensatory time will not be denied unless the absence will unduly disrupt the operations of the Department.

Employees may request payment of their accumulated compensatory time. Requests for payment under the 40 hours maximum must be made in writing and submitted to the Payroll Department 30 days prior to a pay date. At time of separation from employment, an employee's accrued compensatory time will be paid out as a payment.

C. The Township shall maintain a single overtime list of all Dispatchers that is accessible to the dispatchers for the purpose of viewing his/her position on the list. The single overtime list shall be in three sections: first, will be the per diem dispatchers in order of seniority; full time dispatchers will be listed next, in order of seniority; and part-time dispatchers will be listed thereafter, in order of seniority. When overtime becomes available, the shift supervisor shall use the list, on a rotating basis, to fill the vacancy. Each occurrence of overtime shall utilize the list, placing the last called dispatcher at the bottom of the list. On the next occurrence of overtime, the next senior dispatcher will be called first. This process shall continue until each individual on the list has been offered an overtime opportunity; thereafter the list will start at the beginning again. The rejection of available overtime shall move the dispatcher to the bottom of the rotation.

### 13. SCHEDULE

The parties agree to the below schedule. This schedule will become effective upon 45 days' notice after ratification of the Memorandum of Agreement signed on January 24, 2018.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
FT	6 am – 4 pm	6 am – 4 pm	6 am – 4 pm	6 am – 4 pm	<i>Day Off</i>	<i>Day Off</i>	<i>Day Off</i>
FT	6 am – 2 pm	6 am – 2 pm	6 am – 2 pm	6 am – 2 pm	6 am – 2 pm	<i>Day Off</i>	<i>Day Off</i>
						<i>Day Off</i>	<i>Day Off</i>
FT	2 pm – 12 am	2 pm – 12 am	<i>Day Off</i>	2 pm – 12 am	2 pm – 12 am	<i>Day Off</i>	<i>Day Off</i>
FT	2 pm – 10 pm	2 pm – 10 pm	2 pm – 10 pm	2 pm – 10 pm	2 pm – 10 pm	<i>Day Off</i>	<i>Day Off</i>
						<i>Day Off</i>	<i>Day Off</i>
FT	<i>Day Off</i>	10 pm – 8 am	10 pm – 8 am	10 pm – 8 am	10 pm – 8 am	<i>Day Off</i>	<i>Day Off</i>
						<i>Day Off</i>	<i>Day Off</i>
Part-Time					6 am – 2 pm	7 am – 3 pm	7 am – 3 pm
Part-Time	10 pm – 6 am					7 am – 3 pm	7 am – 3 pm
Part-Time			2 pm – 10 pm			3 pm – 11 pm	3 pm – 11 pm
Part-Time						3 pm – 11 pm	3 pm – 11 pm
Part-Time						11 pm – 7 am	11 pm – 7 am

**14. HOLIDAYS**

A. Full time employees are provided with 104 holiday hours each year to be used as float time in lieu of time off for the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day
- Plus four (4) Floating Holidays

Holiday hours shall be prorated for part time employees. Per diem employees are not eligible for holiday hours. Use of holiday time shall be scheduled in accordance with the vacation procedure.

**15. VACATION**

A. The Township shall provide employees with the following schedule of vacation time:

In the First Calendar Year of Employment	8 hours each month (1 day) for each full month of service completed up to a maximum of 96 hours.
For one (1) year of service but less than two (2) years	80 hours
For two (2) years of service but less than five (5) years	104 hours

For five (5) years of service but less than ten (10) years	120 hours
For ten (10) Years of service but less than fifteen (15) years	136 hours
For fifteen (15) years of service but less than twenty (20) years	144 hours
For twenty (20) years of service but less than twenty-one (21) years	160 hours
For twenty (21) years of service but less than twenty-two (22) years	168 hours
For twenty-two (22) years of service but less than twenty-three (23) years	176 hours
For twenty-three (23) years of service but less than twenty-four (24) years	184 hours
For twenty-four (24) years of service but less than twenty-five (25) years	192 hours
For twenty-five (25) years of service or more.	200 hours

After the first year of employment, the employees' vacation balances will be available for use at the start of the calendar year. If the employee separates from employment during that calendar year, she/he is entitled to a prorated amount of vacation time. If an employee has taken more time than she/he earned upon separation of employment, the amount shall be deducted from the employee's final paycheck. At the time of separation of service for reasons other than termination for cause, the employee shall be entitled to pay on a prorated basis for any full day of vacation accrued and not previously used.

B. Vacation may be used in half day or full day increments.

C. Vacation time shall not accumulate and carry over into any subsequent year without the express written permission of the Township Manager. Vacation carry over requests are limited to one (1) year's unused vacation time and may only be approved, subject to the Township Manager's sole discretion, in situations when the needs of the job prevented use of the employee's time. Every effort will be made to schedule use of carry over vacation in the first quarter of the year.

D. Part-time employees shall receive a prorated vacation as per the Township handbook. Per diem employees are not eligible for vacation.

## 16. LEAVES OF ABSENCE

The Township will provide eligible employees with a leave of absence in compliance with State and Federal law, including but not limited to: the Federal Family Medical Leave Act, the New Jersey Family Leave Act and the NJ Safe Act.

Refer to the Township Handbook for the eligibility requirements and procedures relating to each.

## 17. SICK LEAVE

A. Sick time is for the employee's own illness, caring for an ill family member or another person who lives with the employee on a permanent basis as an extension of the family. Sick time is not to be used as an extension of vacation or personal time.

B. Full time employees shall earn one day of sick leave for each full month of employment up to a maximum of 12 days per year. A day will be defined as equal to the shift the employee is assigned on the day of absence. Part-time employees shall earn a pro-rated amount of sick time based on his/her weekly hourly schedule in accordance with the Township Employee Handbook. Newly hired employees, upon completion of the Initial Employment Period, will receive pro-rated time back to their hire date. Per diem employees do not receive sick time.

C. Sick leave may be used in full or half day increments.

D. Any sick time not used will be added to the sick time available for the following year. Unused sick leave shall accumulate on an annual basis with no limit.

E. Full time or part time employees unable to report to work due to illness must report his/her absence directly to his/her supervisor within one hour of his/her start time on the day that the absence will occur. Failure to notify his/her supervisor may be cause for denial of the use of sick leave and may constitute cause for disciplinary action, except in cases of emergency in which the employee is prevented from immediately reporting his absence to his supervisor. Documented proof of emergency must be presented.



F. Abuse of sick leave shall be cause of disciplinary action. A full or part time employee seeking to utilize a sick day without having sufficient sick leave balances will be salary deleted for the day. The full or part time employee may also be subject to disciplinary action, up to and including termination.

G. Failure to return to work, without authorization, after the physician certifies that the employee is fit to resume normal duties constitutes cause for disciplinary action.

H. Employees who have no accumulated leave balances but require a leave of absence due to disability may apply for unpaid leave through the Township's Human Resources Office. Unless otherwise required by law, the Township retains the sole discretion to grant additional leave time.

## 18. DONATED SICK LEAVE

A. Bargaining unit members may donate accrued sick time to another employee covered under the agreement, who suffers a catastrophic illness or injury, after the injured or ill employee has exhausted all of his or her sick, vacation, or paid time off, subject to the following:

1. The employee must apply to the Director of Human Resources for a leave of absence and be granted the requested leave pursuant to the Township of Livingston leave policy requirements;
2. The employee must also request donated sick time at the time of his/her application for leave;
3. The Director of Human Resources will notify the Chief of Police that the leave of absence has been approved;
4. The Chief of Police or his/her designee will notify the members of the bargaining unit that a need for donated sick time has arisen without disclosing the name of the individual or the basis for the individual's leave;
5. Upon notice, the bargaining unit members will notify the Chief of Police or his/her designee of their intent to donate sick leave as follows:
  - i. No full-time employee may donate such number of days as would bring his or her total below 240 hours without the written, advanced approval of the Township Manager;

- ii. Each bargaining unit member electing to participate must donate a minimum of 20 hours;
- iii. Part-time employees are entitled to a prorated share of donated leave;
- iv. Per-diem employees have no entitlement to use of donated time.

B. All donations of sick time shall be made in hours and upon the return of the donee, or donee's separation for any reason, including death, any unused hours shall be recredited to the donor.

C. No hours which are donated pursuant to this provision shall be paid to the donee at the time of retirement or separation for any reason, including death; and

D. Use of donated sick leave will run concurrent with any unpaid leaves granted to the unit member.

## 19. MILITARY LEAVE

A full-time Employee shall be granted a military leave of absence according to applicable State and/or Federal law. An employee's return to duty following military leave afforded by applicable State and/or Federal law shall be in accordance with applicable State and Federal law.

## 20. BEREAVEMENT

In the event of the death in the employee's immediate family or of a relative or another person who lives with the employee on a permanent basis as an extension of the family, a leave of absence of up to three (3) days with pay shall be granted to full-time employees following the death of a family member. A day will be defined as equal to the shift the employee is assigned on the day of absence. Part-time employees shall be granted a pro-rated amount of Bereavement Leave. Per diem employees are not eligible for Bereavement Leave. These days may be used consecutively following the day of the death or consecutive to the day of the funeral. These days may not be split or postponed.

A member of the immediate family shall be defined as follows: spouse, domestic partner, civil union partner, children, siblings, stepsiblings, parents, stepparents, parents-in law, brother-in-law, sister-in-law, grandparents, stepchildren, grandchildren, registered domestic partner or another person who lives with the employee on a permanent basis as an extension of the family.

In the event that the death is of the employee's spouse, domestic partner, civil union partner or child, the Township will extend the Bereavement Leave an additional two (2) consecutive days allowing for a maximum of five (5) consecutive days of Bereavement Leave.

If circumstances demand that additional time be taken, an employee may use available sick or vacation time. If an employee is not eligible for paid time off, the Township manager may grant an unpaid leave.

Upon returning to work, the employee must record his/her absence as Bereavement Leave on his/her attendance record. Proof of death and relationship to the deceased may be required. In all cases, the Township may request submission of proof of death.

## **21. JURY DUTY**

A. An employee who loses time from his/her job because of jury duty shall be paid his/her regular pay and shall turn over to the Township any compensation received from jury duty.

B. The employee must notify his/her supervisor on the shift immediately following receipt of a summons for jury duty and provide a copy of the summons at the same time.

C. When jury service is completed prior to 1:00 P.M. the employee is required to report to work. If the jury service is not completed prior to 1:00 P.M. the employee will be released from the rest of his/her shift on that day.

D. Upon completion of jury duty, the employee must submit a signed Certificate of Jury Service to his/her Supervisor indicating the number of days served.

## **22. BREAKS**

All dispatchers shall be granted breaks on an as-needed basis, in accordance with practice, subject to the approval of their supervisor. Breaks, shall not be unduly withheld provided there is adequate coverage for staffing purposes.

In addition, employees shall be afforded a half hour paid meal break. Meal breaks will be taken subject to adequate coverage and with the approval of the employee's supervisor. Consistent with practice, the meal break must be taken within the boundaries of the Municipal Building property.

## **23. NEW HIRES**

A. All newly hired employees shall serve a six (6) month initial employee period (IEP). During this probationary period, the Township reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provision of this Agreement.

B. New hires shall be hired within the salary range governed by the salary ordinance, but shall not be hired at the top of the range.

C. Newly hired employees shall not be eligible for benefits such as sick and vacation leave during their IEP.

#### **24. LAYOFFS**

In the event that the Township conducts a layoff for reasons of economy, efficiency or other related reasons, affected employees will be selected in reverse order of seniority. The Township maintains the right to determine whether the layoff affects full-time employees, part-time employees or both.

#### **25. HEALTH BENEFITS**

A. Medical Benefits: The Township agrees to provide health benefits under the NJ State Health Benefits Program, or to a plan substantially similar to the NJ State Health Benefits Plan, for all eligible employees and their dependents, with premium contributions paid at the same calculation as the 4th tier of Chapter 78.

B. Dental Plan: Eligible employees will be enrolled in the dental insurance plan selected by the Township, in accordance with the Township's policies and procedures.

#### **26. HEALTH AND SAFETY**

The Township is committed to providing a safe and healthy work environment and shall comply with the Public Employees Occupational and Health Act (PEOSHA). Reports regarding health and safety concerns shall be made in accord with the Township's Safety Policy. The Department Head, or designee, and the employee shall meet to discuss the employee's concern within 7 days of receipt of the reported concern.

The Township shall post the names and contact information for the Safety Committee Members in the dispatch work area.

#### **27. SEPARABILITY AND SAVINGS**

If any provision of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

**28. AMENDMENT/ENTIRE AGREEMENT**

This Agreement contains the entire agreement by the parties hereto with respect to the transactions contemplated hereby. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth in this Agreement or in any documents described herein. This Agreement shall not be modified or amended except in writing signed by or on behalf of the parties.

**29. NO STRIKE CLAUSE/ NO LOCK-OUT**

A. It is recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the Township and that there should be no interference with such operation. The Union further agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, condone, authorize or support nor will any of its members participate in any strike, work stoppage, slow-down, walk-out, or other job action or work interruption, sick-outs, or other similar action which would involve suspension of or interference with normal work performance, as prohibited by law.

Upon receipt of notice from the Township of the occurrence of any Unauthorized Acts, the Union shall immediately and officially notify Employees involved to terminate such Unauthorized Acts and promptly take the following action:

1. The Union shall state that such Unauthorized Acts are not directed or authorized by the Union and are in violation of this Agreement.
2. Endeavor to induce Employees to cease such Unauthorized Acts.
3. The Local Union Officers and Stewards shall, by example, continue at work and endeavor to induce all other employees to do so.

The Township shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting, or participating in a strike, slow-down, or other such interference.

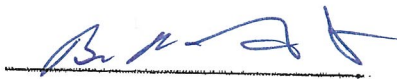
B. The Township agrees not to lock out any employee covered under this Agreement for any reason.

This Agreement shall become effective and retroactive to January 1, 2015 and shall remain in full force and effect until December 31, 2018.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper representatives this      day of      , 2018.

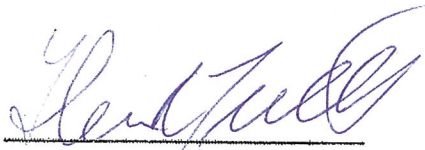
TOWNSHIP OF LIVINGSTON

CWA AFL-CIO



Township Manager

Date: 9/20/18



Township Clerk

Date: 9/20/18



Local #1031

Date: 5/24/18



5/31/18



5/31/18