

Township of Livingston
Superior Officers Association (SOA)
2014 - 2021

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF LIVINGSTON AND

THE SUPERIOR OFFICERS ASSOCIATION

January 1 2014 – December 31, 2021

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PREAMBLE

This AGREEMENT made this ____ day of _____, 2019 between the TOWNSHIP OF LIVINGSTON, hereinafter referred to as the “Township,” and the Superior Officers Association, as part of PBA Local No. 263, hereinafter referred to as the “SOA”.

WITNESSETH:

WHEREAS, the Township and the SOA recognize and declare that providing quality police protection of the Township is their mutual aim; and

WHEREAS, the Township Council and the Township Administration retain the basic decision-making powers over fiscal and management questions, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, the members of the police force are particularly qualified to advise the formulation of policies and programs designed to improve the standards of police protection; and

WHEREAS, the Township has an obligation, pursuant to Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, to negotiate with the SOA as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT.

In consideration of the following mutual covenants, it is hereby agreed as follows:

I. RECOGNITION OF BARGAINING UNIT

The Township hereby recognizes the SOA as the sole and exclusive representative of all employees of the Police Department holding the rank of Lieutenant or Captain, hereinafter referred to as “employees,” for the purpose of collective negotiations with respect to terms and conditions of employment. A “new SOA

employee” is defined as any employee who became a member of the SOA after July 7, 2009.

II. REPRESENTATION FEE FOR NON-UNION MEMBERS

SECTION 1.

Purpose of Fee: If an employee covered by this Agreement does not become a member of the SOA 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 SOA for that membership year. The purpose of this fee will be to offset the employee’s per capita cost of services rendered by the SOA 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)

SECTION 2.

Amount of Fee:

A. Notification: Prior to the beginning of each membership year, the PBA will notify the Township in writing of the amount of the regular membership dues, initiation fees and assessments charged by the SOA to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

B. Legal Maximum: In order to adequately offset the per capita cost of services rendered by the PBA as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the SOA to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum currently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be

increased to the maximum allowed, said increase to become effective as of the membership year immediately following the effective date of the change.

SECTION 3.

Deduction and Transmission of Fee:

A. Notification: Once during each membership year covered in whole or in part by this Agreement, the SOA will submit to the Township a list of those employees who have not become members of the PBA for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph "B" below, the full amount of the representation fee and promptly will transmit the amount so deducted to the SOA.

B. Payroll Deduction Schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

- (1) Ten (10) days after receipt of the aforesaid list by the Township; or
- (2) Twenty (20) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

C. Termination of Employment: If an employee who is required to pay a representation fee terminates his/her employment with the Township before the SOA has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

D. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the SOA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the SOA.

E. Changes: The SOA will notify the Township in writing of any changes in the list provided for in paragraph “A” above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Township received said notice.

SECTION 4. The SOA 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-5.4, as amended. The demand and return system shall also provide the 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 PBA. Such proceedings shall provide for an appeal by either the PBA or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

III. NONDISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of his/her membership or non-membership in the SOA or his/her participation in activities herein prescribed, nor discriminate against any member of the SOA for any action involving his/her management duties on behalf of the Department of Police, Township of Livingston, New Jersey.

IV. MANAGEMENT RIGHTS

SECTION 1. 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 SOA.

SECTION 2. The sole and exclusive rights of the Township of Livingston, New Jersey, which are not abridged by this Agreement, shall include but are not limited to:

- (a) its rights to determine the existence or nonexistence of facts which are the basis of the Township Police Department and/or management decision, to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of Livingston, and, from time to time, to change or abolish such practices or procedures;
- (b) 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;
- (c) to determine the number of hours per day or week any operation of the Police Department may be carried on;
- (d) to select and to determine the number and types of employees required;
- (e) to assign such work to such employees in accordance with the requirements determined by the Department of Police and Township management authorities;
- (f) to establish training programs and upgrading requirements for employees within the Department;
- (g) to establish and change work schedules and assignments;
- (h) to transfer, promote or demote employees for just cause, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons and to determine the fact of lack of work;
- (i) to continue, alter, make and enforce reasonable rules for the maintenance of discipline; and
- (j) to suspend, discharge or otherwise discipline employees for just cause and otherwise to take such measures as the Township may determine to be necessary for the orderly and efficient operation of the Department of Police provided, however, nothing herein shall prevent an employee from presenting his/her grievance for the alleged violation of any article or specific term of this Agreement.

V. POLICE OFFICERS RIGHTS

SECTION 1. Pursuant to Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, the Township hereby agrees that every employee shall have the right freely to organize, join and support the SOA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As an elected body exercising governmental power under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the SOA and its affiliates, his/her participation in any activities of the SOA and its affiliates, collective negotiation with the Township, or employees' institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

SECTION 2. Representatives of the SOA shall be permitted time off, with no loss of compensation, to attend negotiating sessions, grievance sessions and meetings of the joint SOA-Management Committee provided the efficiency of the Department is not affected thereby. The SOA President, President's designee, State Delegate or Alternate Delegate shall be granted time off, with no loss of compensation, to attend State PBA Conventions and State Delegate Meetings.

SECTION 3. The Township will maintain one separate and confidential personnel file for each employee. An employee shall have the right to inspect his/her personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection. A representative of the SOA may be present when requested by the employee concerned.

SECTION 4. An employee will be given the opportunity to review and acknowledge any material derogatory or disciplinary in nature, or otherwise related to job performance, before such material is added to his/her personnel file. The employee shall

also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Chief of Police, or his/her designee, and attached to the file copy.

SECTION 4(A). The Township will promulgate procedures for the processing of internal affairs complaints and will inform employees of such procedures. The records of any internal affairs complaints that have a disposition of exonerated, unfounded, or not sustained shall not be used in any fashion to effect progressive discipline and shall not in any way impact any condition of employment, including promotion. When a complaint has a disposition of exonerated, not sustained or unfounded, there shall be no indication in the employee's personnel file that a complaint was made.

SECTION 5. The Township shall adopt and implement guidelines which shall be consistent with the guidelines governing "Internal Affairs Policy and Procedures" of the Police Management Manual promulgated by the Police Bureau of the Division of Criminal Justice in the Department of Law and Public Safety and shall not supersede any provision of this agreement.

SECTION 6. Should the Township decide to reduce the number of police officers for reasons of economy or efficiency, a layoff of employees will be accomplished in reverse order of seniority provided those remaining are qualified to perform the tasks required.

SECTION 7. An officer, bargaining agent or counsel for the SOA or the SOA's designee may enter the police department at reasonable times during working hours for the purpose of investigating facts relating to employee grievances or other matters relating to the operation of the agreement. Under emergent circumstances only, an aggrieved employee and a SOA representative may be released from duty for no more than a sufficient period of time as needed to confer with each other, and/or SOA counsel, subject to the reasonable scheduling demands of the employer. An emergent circumstance is one which must be resolved on that shift.

VI. 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.

It is further understood that suspension, demotion and discharge shall be finally determined by the Township Manager. The Township Manager shall cause a hearing to be held on the above actions. Counsel, SOA & PBA officers may be present. In the event such actions are sustained, the aggrieved employee shall possess all rights of appeal as an individual to the County Court as provided by R.S. 40-47-8, 9 and 10. A disciplinary proceeding shall not be subject to the grievance procedure.

STEP 1. As to grievances, the aggrieved employee shall present the grievance orally or in writing to his/her immediate Superior. The grievance must be presented within ten (10) business days (Saturday, Sunday and holidays excluded) of its occurrence or knowledge of its occurrence. The Superior will give his/her verbal answer or written answer within five (5) business days of the date of presentation of the grievance.

STEP 2. If the grievance is not settled in Step 1, it shall be reduced to writing and presented to the Chief of Department within five (5) business days of the Step 1 decision of the Superior. The grievance shall be prepared in detail and be dated. The Chief will reply to the grievance in writing within five (5) business days of the date of presentation of the grievance to the Chief.

STEP 3. If the grievance is not settled in Step 2, the written grievance, together with a copy of the Chief's written response, shall be presented to the Township Manager within five (5) business days after the Chief's response is given. The Township Manager will conduct a hearing within sixty (60) days after presentation of the written grievance. This period of time may be enlarged by agreement of the parties. The employee shall have the right to have his/her representative present at the grievance hearing.

The Township Manager will reply to the grievance in writing within seven (7) business days (Saturday, Sunday and holidays excluded) of the date of conclusion of the grievance hearing. If no action is taken by the Township Manager it shall be considered a denial of the grievance.

STEP 4. If the SOA believes the grievance should be carried further, it will, within ten (10) business days of the Township Manager's answer, refer the grievance to arbitration. The arbitrator shall be selected under the rules of the Public Employment Relations Commission (PERC). The fees and expenses of the arbitration shall be borne equally by both parties and the arbitrator shall have no power or authority to alter, amend, add or subtract from the terms of this Agreement. The arbitrator's decision shall be final and binding on both parties.

VII. BASE SALARIES

Effective January 1, 2014 the following differentials will apply in each year of the contract:

- Lieutenants shall be paid a minimum 13.5% differential cost of living upon the maximum base salary of Sergeants in each year of the contract;
- Lieutenant-Detectives shall be paid a minimum 13.5% differential cost of living upon the base salary of Sergeants-Detective in each year of the contract;
- Captains shall be paid a minimum 13.5% differential cost of living upon the maximum base salary of Lieutenants in each year of the contract.

Effective January 1, 2014, and continuing for the duration of this Agreement, the base salaries of the members of the SOA for their respective titles and positions shall be as set forth on Appendix A attached hereto and made a part hereof.

VIII. LONGEVITY PAYMENTS

SECTION 1. In addition to the above annual base salary, each employee hired by the Township of Livingston prior to January 1, 2005 shall be paid a longevity

increment based upon his/her years of continuous employment in accordance with the following schedule:

At least 05 years of service – 02% of base salary

At least 10 years of service – 04% of base salary

At least 15 years of service – 06% of base salary

At least 20 years of service – 08% of base salary

At least 24 years of service – 10% of base salary

SECTION 2. Longevity shall be considered as part of the employee's base pay for pension purposes.

SECTION 3. Longevity increments will be credited as of January 1st of each calendar year in the year in which the employee will complete the requisite years of service. Longevity increments will be divided and paid in the employee's semi-monthly payroll payment.

SECTION 4. SOA employees hired by the Township of Livingston on or after January 1, 2005 are not eligible for longevity payments.

IX. HOURS OF WORK AND OVERTIME

SECTION 1. Lieutenants shall be paid at time and one-half (1 ½) of the employee's straight time hourly rate, including holiday pay, educational credits and longevity payments for all work (including but not limited to, off duty court appearances) in excess of the employee's regularly scheduled work day of either 8, 10 or 12 hours.

SECTION 2. Captains are not eligible for overtime payments per FLSA designation as exempt employees.

SECTION 3. Lieutenants will be entitled to compensatory time off with the Chief of Police or designee establishing the procedure and approval of such time off. Lieutenants called back to work or scheduled for court during scheduled time off or any employee who is required to appear before a Grand Jury, Juvenile Court, Superior Court, Municipal Court, etc., during non-shift hours shall receive time and one half (overtime rate) with a minimum guarantee of two (2) hours overtime pay.

SECTION 4. All employees shall work two-thousand and forty (2040) hours per year.

SECTION 5. All reference to days in contract will be computed to employees respective hours worked per day (either 8, 10, 12).

SECTION 6. **FLSA Comp Time Bank:**

- a. Each employee has a bank of paid time off referred to as the FLSA Comp Time Bank. The amount of time in each employee's FLSA Comp Time Bank as of June 12, 2019 is set forth in Appendix C, which is attached hereto. In allocating existing Time Due Banks, the parties agree that for those members who already have an established FLSA Comp Time Bank from their prior membership in the PBA, their account balance shall remain. For those SOA employees who did not have a prior FLSA Comp Time Bank, 5% of each employee's accrued Time Due hours as of June 12, 2019 shall be credited to the FLSA Comp Time Bank, with the balance remaining in the Time Due Bank.
- b. Effective June 12, 2019, additional time will go into the FLSA Comp Time Bank only when an employee opts for paid time off in lieu of overtime pay. The time that goes into this bank shall be 1.5 hours for each 1 hour of overtime work.
- c. In accordance with applicable law, no employee shall be permitted to accumulate more than 480 hours in the FLSA Comp Time Bank at any time. If an employee requests to take overtime in FLSA Comp Time instead of overtime pay and granting such request would put the employee's FLSA Comp Time Bank over 480 hours, the employee's request shall be denied and the employee will instead be paid at the overtime rate.
- d. Unused accumulated time remaining in an employee's FLSA Comp Time Bank shall be paid at 100% to the employee at the time of retirement, any separation, or death (upon application by the

appropriate authority on behalf of the employee's estate). The FLSA Comp Time shall be paid at the employee's prevailing wage rate. The FLSA Comp Time shall be paid as a lump sum unless the employee and the Township agree to an alternate arrangement (i.e. payment in installments).

- e. Employees are also entitled to seek payment of the time in their FLSA Comp Time Bank at any time in accordance with applicable law.

SECTION 7. Time Due Bank:

- a. Each employee hired on or before May 1, 2008 also has a bank of paid time off referred to as the Time Due Bank. The amount of time in each employee's Time Due Bank as of June 12, 2019, after the allocation of FLSA time, is set forth in Appendix C, which is attached hereto. Employees hired after May 1, 2008 shall not be entitled to a Time Due Bank.
- b. Effective June 12, 2019, SOA employees will have no ability to add to their Time Due Bank, as any time taken in lieu of paid overtime must go into the FLSA Bank. As a result, each employee's Time Due Bank will be capped at the amount of the hours that are in the employee's Time Due Bank as of June 12, 2019 as set forth in Appendix C.
- c. Unused accumulated time remaining in an employee's Time Due Bank shall be paid at 100% to the employee at the time of retirement, any separation, or death (upon application by the appropriate authority on behalf of the employee's estate). The Time Due shall be paid at the employee's prevailing wage rate. The Time Due shall be paid as a lump sum unless the employee and Township agree to an alternate arrangement (i.e. payment in installments).
- d. An Employee is also entitled, at any time, to request that some or all of the time remaining in the Time Due Bank be paid out at the employee's then existing wage rate. This request shall be made to the

Township Manager and such request shall be granted by the Township Manager subject to the availability of funds. The determination as to the availability of funds shall be made in the sole discretion of the Township Manager and shall not be subject to arbitration. Each employee shall only be permitted to make a maximum of one request pursuant to this subsection each calendar year.

SECTION 8. PTO Bank:

- a. Each employee also has a bank of paid time off referred to as the PTO Bank. Each January 1st additional time will go into the PTO Bank as set forth in Article XI (Vacation Schedule).
- b. All time placed in the PTO Bank must be used in the year earned. All PTO time will be selected by employees prior to January 1 for the following calendar year, subject to the approval of the Chief or designee as per current practice. The PTO Bank resets to zero at the end of each calendar year. The sole exceptions to this rule are as follows:
 - i. When an employee was unable to utilize the hours in the PTO Bank because the employee was on Workers Compensation for at least 90 days between September 1 and December 31 of the year in question, which resulted in the employee's inability to utilize the PTO Bank hours by the end of the calendar year, the employee shall be able to carry over a maximum of 100 hours into the next calendar year, which must then be utilized by the employee within 90 days of his or her return to work; or
 - ii. When the employee can demonstrate that a written request was made to utilize time off from the PTO Bank between October 1 and December 31 and that such request was rejected by the Supervisor, then the employee will be able to carry over the number of hours that were requested and denied during this timeframe up to a maximum of 48 hours

per year. For example, if an employee has 150 hours remaining in his/her PTO Bank at the end of the calendar year, but can demonstrate that between October 1 and December 31, he/she made written requests to use time off from the PTO Bank on four different days (48 hours total) that were rejected, the employee will be permitted to carry over 48 hours into the following calendar year. The hours that the employee is permitted to carry over pursuant to this sub-section must be utilized by March 31.

- c. Unused accumulated time remaining in an employee's PTO Bank from the current calendar year (or time carried over into the current year pursuant to subsection (b)(i) or (b)(ii) above) shall be paid at 100% to the employee at the time of retirement, any separation, or death (upon application by the appropriate authority on behalf of the employee's estate). The PTO shall be paid at the employee's prevailing wage rate. The PTO shall be paid as a lump sum unless the employee and the Township agree to an alternate arrangement (i.e. payment in installments).

SECTION 9. Use of Time from FLSA Comp Time Bank, Time Due Bank, or PTO Bank: Employees must request and receive approval to use time off from the FLSA Comp Time Bank, the Time Due Bank, or the PTO Bank. The request must specify which bank the time off is being requested from. Approval of time off requests shall be in the sole discretion of the Department depending upon minimum staffing requirements.

X. HOLIDAYS

SECTION 1. The Township recognizes the following official holidays on which the municipal offices are closed:

New Year's Day

Labor Day

Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

SECTION 2. In lieu of being entitled to the above holidays off of work, the Township will provide SOA employees with compensation for thirteen (13) holidays by paying each employee for 156 hours of holiday time at the employee's hourly rate, which shall be equally divided and included in the employee's semi-monthly payroll payment and considered as part of the employee's base salary for pension purposes.

SECTION 2. For new SOA employees hired by the Township of Livingston on or after May 1, 2008, all holidays are to be computed on eight (8) hours per holiday.

XI. VACATION SCHEDULE

SECTION 1: SOA Employees hired by the Township of Livingston prior to May 1, 2008 will be compensated for vacation time as follows: Employees working a 12 hour schedule shall receive 360 hours of paid vacation per year and Employees working 8 or 10 hour schedules shall receive 300 hours of paid vacation per year

SECTION 2. New SOA employees hired by the Township of Livingston on or after May 1, 2008 will receive twenty-seven (27) vacation days per year. All vacation time computed in hours (either 8, 10, 12) actually worked on the employee's regular assigned tour of duty.

XII. SICK LEAVE

SECTION 1. Each employee shall be granted twelve (12) days sick leave with pay for each employee as of January 1st of each year. For all members of SOA loyees hired by the Township of Livingston prior to May 1, 2008 sick time shall be provided as follows: 144 hours of sick leave.

SECTION 1(A). For new SOA employees hired by the Township of Livingston on or after May 1, 2008 sick time shall be computed in hours (either 8, 10, 12) actually worked on the employee's regular assigned tour of duty.

SECTION 2. Sick leave means absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position or because of exposure to contagious disease, or for caring for the employee's ill spouse, domestic partner, or child or for an ill family member who lives with the employee on a permanent basis

SECTION 3. In the event of an emergency situation, an employee shall be permitted to use a maximum of three (3) sick days per year for said purpose. Use of emergency days is subject to approval by the Chief of Police with the Township retaining the option to deny the emergency day(s) per management rights. Emergency days, as used, shall be deducted from accumulated sick leave days.

SECTION 4. Special cases involving extenuating circumstances where an employee's cumulative sick time has been exhausted by illness of a long duration may be referred to the Township Manager for special consideration.

SECTION 5. – Terminal Leave at Retirement

a. Unused accumulated sick leave shall be paid at seventy-five percent (75%) of the total number accumulated by an employee at time of retirement, separation due to disability, or death (upon application by the appropriate authority on behalf of the employee's estate) with maximum terminal leave limited to 1500 hours effective January 1, 2019.

b. Employees may request terminal leave be paid in one of the following options:

- i. Lump sum, requires 6-months notice
- ii. Two (2) payments over two (2) years
- iii. Four (4) payments over four (4) years
- iv. Per agreement with the Township Manager.

c. Employees will receive paid leave benefits (including holiday, vacation, sick and overtime) calculated to the date their terminal leave begins and are not eligible for, and will not earn or accrue any additional paid leave benefits after that date.

SECTION 6. Employees may donate accrued sick time to another employee covered under this Agreement, who suffers a catastrophic illness or injury, after the injured or ill employee has exhausted all of his/her sick time, subject to the following:

a. No 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;

b. No hours which are donated pursuant to this provision shall be paid to the donee at the time of retirement; and

c. All donations of sick time shall be made in hours and upon the return of the donee, any unused hours shall be re-credited to the donor.

XII (A). FAMILY LEAVE.

The Township's policy on Family and Medical Leave, as may be amended from time to time, shall apply to each employee covered under this Agreement as set forth in Schedule A, and as amended in the future.

XIII. FUNERAL LEAVE

SECTION 1. An employee who is excused from work because of death in his/her immediate family, as defined below, shall be paid his/her regular rate of pay for the first three (3) working days, of scheduled working time following the death. Days shall be computed in hours (either 8, 10, 12) actually worked on the employee's regular assigned tour of duty.

SECTION 2. Time off with pay as provided in this article is to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean parents, children,

brothers or sisters, spouse, domestic partner, spouse's or domestic partner's immediate family and grandparents. Special cases will be referred to the Township Manager.

SECTION 3 In the event the deceased is the employee's spouse, domestic partner or child, funeral leave will be increased to a maximum of five (5) days per the requirements in Section 1.

XIV. DISABILITY LEAVE WITH PAY

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.

XV. INSURANCE PLAN COVERAGE

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 Appendix 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.

SECTION 2. The Township agrees to provide a full-family Dental Insurance Plan for all employees and his/her dependents which coverage shall be Delta Dental Premier or its equivalent.

SECTION 3. At time of renewal Township will endeavor to pursue multi-year contracts.

XV (A). FLEXIBLE SPENDING ACCOUNTS

The Township's policy on Flexible Spending Accounts, as may be amended from time to time, shall apply to each employee covered under this Agreement.

XVI. CLOTHING ALLOWANCE

SECTION 1. The Township agrees to provide a uniform allowance of nine hundred twenty-five dollars (\$925.00) for the years 2014 through 2018 and one thousand (\$1,000.00) dollars per employee for the years 2019 - 2021. The said clothing allowance shall be for replacement of uniforms and equipment due to normal wear and tear and shall be ordered from suppliers designated by the Township. The Township will pay the vendor directly or reimburse the employee, based on the documentation submitted for payment.

SECTION 2. In the event that an employee's uniform is damaged or destroyed in the line of duty, the Township agrees to replace said clothing and the cost of replacement of said clothing will not be charged to the employee's annual uniform allowance. The Township agrees to provide a maintenance allowance of six hundred twenty-five dollars (\$625.00) per employee in each year of the contract. Said payment shall be made by separate check not later than the first pay period after February 1. 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 3. The Township will be permitted the right of prior approval of clothing requests for employees in his/her last year of service before retirement and employees giving notice of early separation.

SECTION 4. In the event the Township requires a change in uniform, said costs for change shall be borne by the Township.

SECTION 5. Employees at time of permanent reassignment is entitled to additional clothing allowance equal to one-half of yearly allowance.

SECTION 6. Employees shall be permitted to wear black turtlenecks with long sleeve shirts and shall not be required to wear ties except for ceremonial purposes, such as parades or funerals.

SECTION 7. The wearing of hats by employees shall be controlled by Standard Operating Procedure 55.

SECTION 8. Employees are not permitted to smoke in police vehicles while on duty.

SECTION 9. Sixty (60) days prior to expiration of employees current bulletproof vest warranty or in the event that a vest is unsafe for use the Township shall provide a replacement vest allowance to employee in an amount not to exceed one thousand dollars (\$1,000.00). Each Employee who is provided replacement body armor vest shall be required to wear it except those employees assigned to desk duty and those instances when a superior employee determines that a vest is not required.

XVII. EDUCATIONAL BENEFITS

SECTION 1. In addition to the regular salaries and wages set forth herein employees shall receive additional payments for advanced education as provided below:

- a. **COLLEGE DEGREE**
an additional payment of \$500

ASSOCIATE DEGREE IN SCIENCE IN LAW ENFORCEMENT

FOR MEMBERS OF POLICE DIVISION
AS OF DECEMBER 31, 1977

(1)	on completion of Sixteen credits	\$300
(2)	on completion of Thirty-three credits	\$600
(3)	on completion of Forty-nine credits	\$900
(4)	on completion of Sixty-six credits	\$1200

FOR MEMBERS OF POLICE DIVISION BETWEEN
JANUARY 1, 1978 AND DECEMBER 31, 1996

(1)	on completion of Sixteen credits	\$150
(2)	on completion of Thirty-three credits	\$300
(3)	on completion of Forty-nine credits	\$450
(4)	on completion of Sixty-six credits	\$600

FOR MEMBERS OF THE POLICE DIVISION HIRED ON OR
AFTER JANUARY 1, 1997

No additional payments shall be made for an Associates Degree.

SECTION 2. The Township agrees that if an employee obtains both a Bachelor of Science Degree and an Associate Degree in Police Science, the employee will receive the stipends provided for each degree.

SECTION 3. The Township will distribute training and school opportunities among employees based on the recommendations of the employee's immediate supervisor. The total number of employees to be trained or given school opportunities is a management prerogative. Lieutenants in charge of specialty disciplines will have the opportunity to review and consult on selection of candidates for training in those specialty disciplines.

XVIII. FALSE ARREST AND LIABILITY

SECTION 1. The Township agrees to cover all employees with False Arrest and Liability Insurance in the amount of two hundred-fifty thousand dollars (\$250,000) – five hundred thousand dollars (\$500,000). In addition, where an employee is made a defendant in any suit, or other legal proceeding arising out of the performance of police duty, or out of any incident arising in the line of duty, the Township shall

provide all necessary legal aid necessary for the defense of such suit or other legal proceeding, pursuant to N.J.S.A. 40A:14-155. The Township provides employees covered by this agreement of indemnification as set forth in Ordinance #13-2005, and as amended in the future. This clause shall not apply to any disciplinary or criminal proceeding instituted against such employees by the Township. However, if any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the employee, the employee shall be reimbursed for the expense of his/her defense at the "prevailing rate" (in the County of Essex for similar services).

SECTION 2. In determining whether to provide legal aid in a specific case, the Township will look first at the report of investigation of the Department of the Police to determine if there appears to be any substantial evidence of wanton or willful misconduct. The Township will also consider evidence supplied to it from other sources or resulting from the investigation of the Township Attorney.

The Township recognizes that a police officer must exercise his/her individual judgment as to the degree of force necessary to affect an arrest under all the circumstances existing at the time. Legal aid would be denied only when there is substantial evidence that excess force was used and that such use was wanton and willful. The employee will be given the benefit of any doubt in these cases.

SECTION 3. The affected employee shall select his/her own counsel to assume sole control of his/her defense and the Township agrees to pay the full cost of the employee's legal fees at the "prevailing rate" (in the County of Essex for similar services). However, in the event that an insurance carrier enters a defense on behalf of the affected employee and furnishes counsel as part of that defense, the Township's obligation under this provision shall be deemed to have been satisfied.

XIX. PROMOTIONAL PROCEDURES

SECTION 1. The Township agrees that promotions shall be made with due regard to the length of service for an employee and his merit in the Department. It

further agrees not to discriminate on promotions because of gender, religion, race, creed, politics, sexual orientation or age

SECTION 2. The selection of the position of Captain, due to its executive nature, will be based upon an evaluation by the Township Manager and may or may not include a competitive examination in the sole discretion of the Township Manager.

SECTION 3. All employees receiving promotions will receive compensation retroactive to effective date of promotion.

SECTION 4. Township Manager will meet with candidates for position of Captain prior to promotional procedure to discuss procedural format for selection to position of Captain.

XX. OUTSIDE EMPLOYMENT

SECTION 1. Employees may engage in outside employment subject to applicable Rules, Regulations and SOPs of the Department.

SECTION 2. The extra workbook shall be administered by the Township. The Township reserves its right to reopen this provision after one year, based upon experience and may decide in its discretion to have the administering of the workbook revert to the PBA's control.

1. The rates of pay are established by Ordinance No. 25-2004. The rates are also contained in a side letter of agreement between the Township and the PBA and shall be incorporated into this Agreement.
2. All members of the department working extra duty from the workbook will wear the uniform of a Livingston police officer, unless the job is specified as a plainclothes detail for all members of the department.

XXI. LEGAL REFERENCE

SECTION 1. Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution or Administrative Code and Police Department Rules and Regulations upon any Township official or in any way abridge or

reduce such authority. This Agreement shall be construed as requiring Township officials to follow the terms contained herein, to the extent that they are applicable in the exercise conferred upon them by Law.

SECTION 2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under any other applicable Laws and Regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

XXII. SEPARABILITY

SECTION 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event any provisions of this Agreement or any application of this Agreement to any employee or group of employees is determined invalid as set forth above, the parties agree to immediately meet to renegotiate provisions replacing said invalid provisions.

SECTION 2. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws except as such particular provisions of this contract modify existing local laws.

XXIII. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the SOA. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

XXIV. RETENTION OF BENEFITS

SECTION 1. The Township agrees that all benefits, terms and conditions of employment and past practices relating to the status of the employees covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining leading to the execution of this Agreement.

SECTION 2. The Township shall perform no act which will conflict with the terms of this Agreement.

XXV. RULES AND REGULATIONS

SECTION 1. The Township Manager may establish and enforce binding rules and regulations in connection with the operation of the Police Department and maintenance of discipline provided such rules and regulations and updated rules and regulations are not in conflict with the provisions of this Agreement. The rules and regulations shall be updated periodically to comply with current law. Copies of current rules and regulations shall be furnished to all police officers. It is understood that application of this Agreement shall not in any way hamper enforcement of the Departmental rules and regulations.

SECTION 2. It is understood that employees shall comply with all rules and regulations of the Department, and order of directives issued by the Chief or his/her designee. Employees shall promptly and efficiently execute the instruction and orders of superior officers. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction, as a grievance which shall be handled in accordance with the grievance procedure set forth in Article VI of this Agreement.

SECTION 3. In the event that an employee or employees shall refuse to comply with a rule, or regulation, or shall refuse to execute promptly and efficiently an

instruction or order of a superior officer, appropriate action shall be within the province of the superior officer with the framework of Department rules and regulations, subject only to the right of employees to file a grievance.

XXVI. FLEXIBILITY OF ASSIGNMENT

SECTION 1. Employees, regardless of regular assignment, may be reassigned to perform any duty related to his/her profession as police officers, including any duties connected with: (a) prevention and detection of crime; (b) enforcement of laws and ordinances; (c) protection of life and property; (d) arrest of violators of the law; (e) direction of traffic; (f) regulation of non-criminal behavior of the citizenry; and (g) preservation of the peace.

SECTION 2. An exception to specific duties can be made where employees are on the medical “limited duty” list and cannot perform said duties.

SECTION 3. The Township and the SOA acknowledge that an employee’s primary responsibility is to perform police duties and his/her energies shall be utilized fully to this end except in cases of emergencies or special circumstances.

XXVII. BAN ON STRIKES

SECTION 1. It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of employees of Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.

SECTION 2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement parties hereto agree that there shall not be and that the Association, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism, or other suspension of or interference with normal work performance.

XXVIII. JOINT SOA-MANAGEMENT COMMITTEE

SECTION 1. A committee consisting of representatives of the Township and the SOA shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. The Township Manager will coordinate meetings of the Joint SOA-Management Committee as needed and at the request of the SOA. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings.

SECTION 2. The purpose and intent of such meetings is to foster good employment relations through communications between the Township and the SOA on such matter as:

- (a) discussing questions arising over the interpretation and application of this Agreement;
- (b) disseminating general information of interest to the parties;
- (c) giving SOA representatives the opportunity to express his/her views or to make suggestions on subjects of interest to employees of the bargaining unit;
- (d) to notify the SOA of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit;
- (e) the promotion of education and training;
- (f) improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

XXIX. FUNERAL EXPENSES

The employer shall pay a sum of \$10,000 towards funeral expenses to the surviving spouse or designated beneficiary, for any employee who is killed in the line of duty or dies from traumatic injuries sustained in the line of duty, regardless of amount paid from any other sources.

XXX. DURATION OF AGREEMENT

SECTION 1. This Agreement shall continue in full force and effect for eight (8) years from the effective date of January 1, 2014 and continuing through December 31, 2021, notwithstanding the date of execution hereof.

SECTION 2. In the event subsequent negotiations do not result in a newly-executed Agreement by December 31, 2021 the parties agree to continue the negotiations and all terms and conditions of the prior Agreement shall continue in full force and effect until the new Agreement is agreed upon and executed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by his/her duly authorized officers.

TOWNSHIP OF LIVINGSTON

LIVINGSTON SOA as part of
PBA LOCAL NO. 263

_____/_____
Township Manager Date

_____/_____
SOA Representative Date

ATTEST:

ATTEST:

_____/_____
TOWNSHIP CLERK Date

_____/_____
MAYOR Date

DATED: _____