

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWNSHIP OF LIVINGSTON & PBA LOCAL 263

January 1 2022- December 31, 2026

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PREAMBLE

This AGREEMENT made this ____ day of ____, 2023 between the TOWNSHIP OF LIVINGSTON, hereinafter referred to as the “Township,” and the LIVINGSTON POLICEMEN’S BENEVOLENT ASSOCIATION, LOCAL NO.263, hereinafter referred to as the “PBA”.

WITNESSETH

WHEREAS, the Township and the PBA 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 PBA 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 PBA as the sole and exclusive representation of all employees of the Police Department holding the rank of Patrolman or Sergeant, including those assigned to Corporal, Detective or Detective Sergeant's duties, hereinafter referred to as "employees," for the purpose of collective negotiations with respect to terms and conditions of employment.

II. AGENCY SHOP

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).

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 PBA 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 PBA to its own members and the representation fee automatically will be increased to the maximum

allowed, said increase to become effective as of the beginning 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 PBA 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 PBA.
- 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 and until such time as a new Agreement is executed. The deductions will begin with 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 and bargaining unit continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid (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 or her employment with the Township before the PBA 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 PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

- E. Changes: The PBA 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.
- F. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the PBA a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

SECTION 4. The PBA 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.

SECTION 5. The Union agrees that it will indemnify and hold harmless the Employer against any and all actions, claims, demands, losses, or expenses, in any matter resulting from the action taken by Employer pursuant to this Article.

III. NONDISCRIMINATION

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

Neither the employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex, religion, sexual orientation, disability, national origin, or other characteristic protected by state or federal law.

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 PBA.

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 right 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 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;
- (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 of 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 PBA 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 PBA and its affiliates, his/her participation in any activities of the of the PBA and its affiliates, collective negotiation with the Township, or his/her institution of any grievance, complaints or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

SECTION 2a. Representatives of the PBA shall be permitted time off, with no loss of compensation, to attend negotiating sessions, grievance sessions, meetings sponsored by the State PBA to include the annual State PBA Collective Bargaining Seminar, and Monthly meetings of the State PBA, as well as its meetings of the joint PBA-Management Committee, provided the efficiency of the Department is not affected thereby.

SECTION 2b. The PBA President or President's Designee, State Delegate, and one PBA member designated by the President shall be excused from his tour of duty, with no loss of compensation, to attend the annual State PBA Conventions, State PBA Collective Bargaining Seminar, and State Delegate Meetings (max one per month). The State Delegate or Alternate Delegate shall be granted time off, with no loss of compensation, to attend the monthly meetings of the Essex County PBA Conference.

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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 PBA 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. 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 5. 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 6. The department will provide a centrally located space inside Police Headquarters for a locked bulletin board of conventional size, which will be provided and maintained by the PBA.

SECTION 7. An officer, bargaining agent or counsel for the PBA or the PBA's designee may enter the police department at reasonable times during working hours for the purpose of investigating facts relating to officer grievances or other matters relating to the operation of the

agreement. Under emergent circumstances only, an aggrieved officer and a PBA representative may be released from duty for no more than a sufficient period of time as needed to confer with each other, and/or PBA counsel, subject to the reasonable scheduling demands of the employer. An emergent circumstance is one which must be resolved on that shift.

SECTION 8. The PBA President and/or the PBA President's designee shall be granted, in total, a maximum of five (5) working days off per calendar year, with no loss of compensation, to attend to any PBA related function. Effective January 1, 2023, the above maximum shall be increased to twelve (12) working days. The days shall be requested in writing to the Chief of Police and can only be used upon written approval of the Chief or his/her designee. The Chief shall not unreasonably withhold approval of any such request. These days cannot be carried over from year to year under any circumstances.

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 and 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.

The following steps apply and time frames may be extended upon mutual agreement of the PBA and the Township:

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 in writing to a Superior Officer within fourteen (14) days of its occurrence or knowledge of its occurrence. The Superior

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will give his/her response to the grievance in writing within seven (7) days of the date that the written grievance was received.

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 ten (10) days of the Grievant's receipt of the Step 1 decision. The grievance shall be prepared in detail and be dated. The Chief will reply to the grievance in writing within seven (7) days of the date of the presentation of the written grievance. The aggrieved employee may be represented by officers of the PBA in presenting his/her grievance to the Chief.

STEP 3. If the grievance is not settled in Step 2, the written grievance shall be presented to the Township Manager within ten (10) days after the Grievant's receipt of the Chief's Step 2 decision. The Township Manager will conduct a hearing within thirty (30) days after the presentation of the written grievance. This period of time may be enlarged by agreement of the parties. The grievant shall have the right to have his/her PBA representative or legal counsel present at the grievance hearing. The Township Manager shall issue a Step 3 decision, in writing, within twenty-one (21) days of the date of conclusion of the grievance hearing, a copy of which twenty-one (21) days of the date of conclusion of the grievance hearing, a copy shall be provided to the grievant and the PBA President. If the Township Manager does not: (a) conduct the hearing within 30 days after being presented with the written grievance, or (b) issue a written decision within this time-frame, it shall constitute a denial of the grievance.

STEP 4. If the PBA is not satisfied with the Step 3 decision, 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 14 days from the date the PBA received the Step 3 Decision. The arbitrator shall be selected pursuant to PERC's rules. 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. 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 shall be final and binding on the parties.

VII. BASE SALARIES

SECTION 1. Base Salary: Base salary for all employees covered by this Agreement are set forth in Schedule A annexed to this Agreement. The salary schedule reflect the following increases to each Step of the Base Salary scale:

- a. Effective and Retroactive to January 1, 2022: 2.25% increase
- b. Effective and Retroactive to January 1, 2023: 2.75% increase
- c. Effective and Retroactive to January 1, 2024: 2.50% increase
- d. Effective and Retroactive to January 1, 2025: 2.50% increase
- e. Effective and Retroactive to January 1, 2026: 2.50% increase

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

SECTION 2. Min Rate: Employees shall be paid the “Min” salary rate during the time they are in the police academy.

SECTION 3. Balance Rate: Upon graduating from the police Academy, employees shall be paid the “Balance” salary rate until December 31 following graduation.

SECTION 4. Step Increases: All employees not yet at Step 7 shall be entitled to step increases on January 1 of each year of the Agreement. Employees shall move from Balance to Step 1 on January 1 following their graduation from the Police Academy, and shall be entitled to an additional step increase on each January 1 thereafter.

SECTION 5. Detective and Detective Sergeant Differential: Officers assigned as Detectives and Detective Sergeant shall have a fixed \$3,500 annual differential over Step 7 and Sergeant salaries, respectively.

SECTION 6. NJ-EMT Stipend: Effective January 1, 2019, a \$1,000 annual stipend shall be paid to NJ-EMT certified officers whose certifications are current and maintained in good standing.

VIII. LONGEVITY PAYMENTS

SECTION 1. In addition to the above annual base salary, each employee shall be paid 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. An employee shall be credited with longevity as of January 1st of the calendar year in which the employee will achieve the years of continuous employment necessary to receive the longevity milestone set forth in Section 1 of this Article.

SECTION 4. Effective January 1, 2005 longevity payments are eliminated for all new bargaining unit employees.

IX. HOURS OF WORK AND OVERTIME

SECTION 1. Work Schedule: The work year shall consist of 2,040 hours annually. The work schedule for members of the Patrol Division shall be 12 hour shifts as follows: two (2) days on duty, two (2) days off; three (3) days on, two (2) days off; two (2) days on, three (3) days off. A day shall consist of twelve (12) consecutive hours of duty time. Thus, members of the Patrol Division, shall work 7 days (84) hours in each 14-day cycle. Outside of the Patrol Division, employees may work a schedule with: (a) five (5) 8-hour shifts per week, (b) four (4) 10-hour shifts per week, or (c) 12-hour shifts in accordance with current practice. The inclusion of these work schedules in the CBA is not intended to impact or change any past practice that exists between the parties as to work the schedule or the payment or calculation of overtime.

SECTION 2. Overtime. Employees shall be paid at time and one half (1.5x) the employees' straight time hourly rate, including educational credits and longevity payments for all work (including but not limited to off-duty court appearances) in excess of the employees' regularly scheduled workday of either 8, 10, or 12 hours per day.

SECTION 3. Call Back/Court Time: Employees called back to work or scheduled for court during scheduled time off or any officer who is required to appear before a Grand Jury, Juvenile Court, Superior Court, Municipal Court, etc., during non-shift hours will receive time and one half (overtime rate) with a minimum guarantee of two hours overtime pay.

SECTION 3a. Court Time: Effective January 1, 2023, employees called back to work or scheduled for court during scheduled time off or any officer who is required to appear before a Grand Jury, Juvenile Court, Superior Court, Municipal Court, Civil Court, etc., during non-shift hours will receive time and one-half (overtime rate) with a minimum guarantee of three (3) hours overtime pay.

SECTION 3b. Recall/Call Back Time: Effective January 1, 2023, employees called back to work or who are scheduled for any recall assignment (Detectives, Traffic, Patrol task, etc..) during non-shift hours will receive time and one-half (overtime rate) with a minimum guarantee of four (4) hours of overtime pay.

SECTION 4. FLSA Comp Time Break:

- 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 February 28, 2015 is set forth in Schedule B, which is attached hereto.
- B. Effective March 1, 2015, additional time will go into the FLSA Comp Time Bank only when an employee opts 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 current rate of pay.. 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 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. Employees who make a request for payment pursuant to this section shall be notified in writing of the status of the request within 30 days of the initial request being submitted.

SECTION 5. 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 February 28, 2015 is set forth in Schedule B, which is attached hereto. Employees hired after May 1, 2008 shall not be entitled to a Time Due Bank.
- b. Effective January 1, 2016, and each January 1 thereafter, additional time will go into the Time Due Bank as set forth in Article X (Holidays) and Article XI (Vacation). No comp time off received for working overtime will go into this bank.
- c. Effective March 1, 2015, each employee's Time Due Bank will be capped at 200 hours over the amount of the hours that are in the employee's Time Due Bank as of February 28, 2015, except that for those employee's Time Due Bank as of February 28, 2015, except that for those employee's Time Due Bank of less than 380 hours as of February 28, 2015, the cap on Time Due shall be 480 hours. TO the extent that adding time into any employee's Time Due Bank would require the Bank to exceed the cap applicable to that employee, the excess hours shall go into the employee's PTO Bank and shall be subject to the provisions pertaining to the PTO Bank as set forth in Section 6 below.
- d. 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 current rate of pay. The Time Due shall be paid as a lump sum unless the employee and the Township agree to an alternate arrangement (i.e. payment installments).
- e. 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. Employees who make a request for payment pursuant to this

section shall be notified in writing of the status of the request within 30 days of the initial request being made.

SECTION 6. PTO Bank

- a. Each employee also has a bank of paid time off referred to as the PTO Bank. Effective January 1, 2016 and each January 1 thereafter, additional time will go into the PTO Bank as set forth in Article X (Holidays) and Article XI (Vacation).
 - i. The work year shall consist of 2,040 hours annually. All employees shall receive Schedule Adjustment Time (SAT) for any work hours scheduled in excess of 2,040 hours per year, pro-rated for partial year assignments, which time shall be placed in the employee's PTO Bank each January 1st:
 - ii. In addition to SAT, employees working 8 hours shifts shall receive an additional 52 hours into the PTO Bank, pro-rated for partial year assignments.
- 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 year (or time carried over into the current year pursuant to subsection (b)(i) or (b)(ii) above shall be paid 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 current rate of pay. 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 7. 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.

SECTION 8. FIELD TRAINING OFFICER (FTO). Officers shall receive two (2) hours of straight time compensation for each day, pro-rated for partial days, that they serve as a Field Training Officer ("FTO") or who train a new Officer even if not designated as an "FTO". Eligible employees may elect for the time to be compensated as paid or accrued (FLSA) time.

X. HOLIDAYS

SECTION 1. The 13 holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

SECTION 2. Employees Hired Prior to May 1, 2008

- a. All holiday time is to be computed in hours so that employees working twelve (12) hour shifts receive twelve (12) hours of credited holiday time per holiday, employees working ten (10) hour shifts receive (10) hours credited holiday time per holiday, and employees working eight (8) hour shifts receive (8) hours credited holiday time per holiday. For 2013 and 2014, the credited holiday time will go into employee's Time Due and PTO Banks on January 1 each year as set forth below:

Shift	Time Due Bank	PTO Bank
12-Hour Shift	52 Hours	104 Hours
10-Hour Shift	52 Hours	78 Hours
8-Hour Shift	52 Hours	52 Hours

- b. Effective January 1, 2015, the amount of credited holiday time going into the employee's Time Due Bank shall decrease from 52 hours to 39 hours for all employees.

SECTION 3. Employees Hired On or After May 1 2008; Notwithstanding the foregoing, employees hired on or after May 1, 2008 shall only be compensated eight (8) hours per holiday for

each of the 13 holidays (104 hours per year). All credited holiday time for these employees shall go into the employee's PTO Bank. These employees will not have a Time Due Bank.

Effective January 1, 2023, employees hired on or after May 1, 2008 shall be compensated either 12 hours or 10 hours, per each of the 13 designated holidays, according to shift assignment. All credited holiday time shall be entered into the employees' PTO Bank by January 15th each year of this Agreement. These employees will not have a Time Due Bank.

XI. VACATION SCHEDULE

SECTION 1. Employees hired prior to May 1, 2008 shall be entitled to vacation leave as follows:

LENGTH OF SERVICE AS NUMBER OF WORKING DAYS

<u>JUNE 30th</u>	<u>VACATION</u>
6 Months	7
1 Year	14
2 Years	16
3 Years	17
4 Years	18
5 Years	19
6 Years	20
7-10 Years	21
11-15 Years	22

Increase each succeeding year by one day to maximum of twenty-seven (27) days (i.e. 16 years = 23 days).

SECTION 2. Vacations shall be scheduled based upon police personnel only and shall not include dispatchers.

SECTION 3. All vacation time is to be computed in hours so that an employee working a twelve (12) hour shift shall receive twelve (12) hours of credited vacation time; an employee

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working a ten (10) hour shift shall receive ten (10) hours of credited vacation time; and an employee working an eight (8) hour shift shall receive eight (8) hours of credited vacation time.

SECTION 4. For each vacation day that an employee that is hired prior to May 1, 2008 is entitled to in accordance with Section 1 above, the hours shall be allocated to the Time Due Bank and PTO Bank as follows:

Shift	Time Due Bank	PTO Bank
12 Hours =	4 Hours	8 Hours
10 Hours =	4 Hours	6 Hours
8 Hours =	4 Hours	4 Hours

SECTION 5. Employees hired on or after January 1, 2013 shall be entitled to six (6) days of vacation during their first partial year of employment if hired in January, or a prorated amount (0.5 days per month) if hired in any other month. On January 1, following the date of hire, the employee shall be entitled to twelve (12) days of vacation. On January 1 of each succeeding year, the employee shall be entitled to vacation as follows:

2 nd Full Year	13
3 rd Full Year	14
4 th Full Year	15
5 th Full Year	16
6 th Full Year	17
7 th to 10 th Full Year	18
11 th to 15 th Full Year	20

Increase each succeeding year by one day to maximum of twenty-seven (27) days (i.e 16th year = 21 days). All vacation must be used in the year that it is earned. Effective January 1, 2016, the above vacation schedule shall also be applicable, prospectively, to employees hired between May 1, 2008 and December 31, 2013. All vacation leave for employees covered by this Section 5 shall be allocated to the employee's PTO Bank in accordance with Article IX.

XII. SICK LEAVE

SECTION 1. Each employee shall be granted twelve (12) days sick leave with pay for an employee working a twelve hour shift, a sick day shall be twelve (12) hours; an employee working a ten (10) hour shift, a sick day shall be ten (10) hours; and for an employee working an eight hour shift, a sick day shall be eight (8) hours. Unused sick days shall accumulate from year to year without a limit. The PBA is to be furnished a list of all employees showing the number of sick days credited to the account of each employee as of January 1st of each year.

SECTION 2. Sick leave means absence from duty of an employee because of personal illness by reason of which 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. Employees may charge three (3) emergency days against accrued sick leave per year in an emergency or non-emergency capacity. An employee may utilize an emergency day (or days) in a non-emergency capacity; however, the employee must request the use of a non-emergency personal day in writing to the Chief of Police or his designee at least one (1) week in advance, and the Chief must approve the request in writing. The use of two (2) or less emergency personal days used per this section, per year, shall not count against an employee for perfect attendance, and may not impact their annual evaluation. The use of any non-emergency personal day will count against an employee in regards to perfect attendance. The written request can be approved in writing by the Chief's designee, if the Chief is not present.

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: Employees that have determined that they will retire shall be entitled to a period of Terminal Leave. The retiring employee shall, at least 14 days prior to his/her last working day, notify the Chief of Police of his/her decision as to: (1) the date of his/her last working day, (2) the date of his/her retirement, and (3) the amount of time from the Time Due Bank, FLSA Bank, and PTO Bank that the employee wants to utilize upon the commencement of

Township of Livingston PBA
Patrol Sergeant – 2022-2026

terminal leave before utilizing any portion of 70% of his/her unused accumulated paid sick leave. Terminal leave is the period of time commencing from the employee's last working day through the employee's retirement date. The employee shall be entitled to utilize up to a maximum of 70% of his or her unused accumulated sick leave in his or her sick bank during Terminal Leave. The following conditions are applicable to terminal leave:

- a. Terminal leave shall commence with the retiring employee receiving paid time off, if selected from his or her FLSA bank, Time Due Bank and PTO Bank;
- b. Following the use of the time from the FLSA Bank, Time Due Bank and PTO Bank as set forth above, the remainder of Terminal Leave shall be the use of up to 70% of the employee's unused accumulated sick leave;
- c. The maximum sick leave that can be utilized during Terminal Leave shall be 105 Days;
- d. If an employee wants to receive Terminal Leave in a manner other than regular bi-weekly payments (such as payment in a lump sum), six months advance notice must be received prior to retirement;
- 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 or 1,260 hours (i.e., an employee's maximum sick leave hours for which the 70% is calculated from shall be 1,800 hours).
- f. Employees may elect to utilize the maximum of 105 days or 1,260 hours of time off from duty with no penalty, in lieu of receiving a payment for up to 1,260 hours of pay, or a combination of both time off and a payout of Terminal Leave time not to exceed 1,260 hours/105 days. Rate of pay is calculated at the time Terminal Leave is elected by the employee to begin. For purposes of this section, time off utilization or monetary 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.
- g. The retiring employee shall be permitted, commencing from the first day of Terminal Leave as defined above, to take the days off during terminal leave without

regard to the usual rules that apply to requesting paid time off, including the rule pertaining to minimum staffing;

- h. Upon the commencement of Terminal Leave: (I) the employee shall be relieved of certain Township/Department property, including keys, radio, and holster, (ii) the employee will be permitted to maintain possession of his or her badge, ID and weapon, and (iii) the employee shall continue to be required to attend any mandatory training applicable to other Township officers as determined by the Department, for which the employee will be paid at straight time;
- i. Upon the failure of an employee on Terminal Leave to comply with the mandatory training requirements the employee shall: (i) be immediately relieved of his or her badge, ID and weapon, and (ii) not be permitted to work any extra duty or side jobs;
- j. When terminal leave commences in one calendar year and carries into the next calendar year, the following applies on January 1 of the following calendar year:
 - i. Vacation: The employee shall be entitled to 100% of the vacation allotment for the new calendar year.
 - ii. Sick Days: The employee shall be entitled to two (2) sick days if his/her retirement date is in January or February, four (4) sick days if his/her retirement date is in March or April, six (6) sick days if his/her retirement date is in May or June, eight (8) sick days if his/her retirement is in July or August, ten (10) sick days if his/her retirement date is in September or October, and twelve (12) sick days if his/her retirement date is in November or December;
 - iii. Holidays: The employee shall only be entitled to receive holiday pay for the holidays that occur during the course of the terminal leave;
 - iv. Schedule Adjustment Time: The employee is not entitled to any schedule adjustment time in the calendar year of retirement.

SECTION 6. Employees who use no sick leave during the calendar year will be entitled to two additional vacation days in the following year, which shall be allocated to the employee's PTO Bank and utilized in accordance with Article IX, Section 6.

Effective January 1, 2023, employees who use no sick leave during the calendar year will be entitled to two additional vacation days in the following year, and employees who use six or fewer days of sick leave during the calendar year will be entitled to one additional vacation day in the following year; which shall be allocated to the employee's PTO Bank and utilized in accordance with Article IX. The use of two or less Emergency Personal Days shall not count against an employee as it pertains to this section.

SECTION 7. Employees 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 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 the 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 recredited to the donor.

XIII. FAMILY LEAVE

Any member eligible for statutory leave pursuant to the Family and Medical Leave (FMLA); New Jersey's Family Medical Leave (NJFLA); Temporary Disability Benefits Law (TDBL) and/or Paid Family Leave Insurance (PFLI) shall have the sole discretion whether to substitute any accrued contractual paid leave as well as to use such any such paid contractual leave consecutive to any portion of the member's statutory leave referred to above. However, the use of any such contractual leave consecutive to the member's statutory leave shall not exceed twenty-one (21) such days. The member shall also have the sole discretion whether or not to designate his/her absence as either FMLA and/or NJFLA provided that he/she has sufficient accrued contractual leave to cover said absence.

XIV. FUNERAL LEAVE

SECTION 1. A regular full time 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) days, of scheduled working time following the death, it being understood that for an employee working a twelve (12) hour shift shall receive thirty-six (36) hours of funeral leave; and an employee working an eight (8) hour shift shall receive twenty-four (24) hours of funeral leave. In no event shall any employee hereunder be required to return to work prior to internment of the deceased family member, provided such internment is not delayed beyond a reasonable time. The contractual bereavement leave shall be treated as exclusive of his/her annual sick time, but leave beyond contractual bereavement leave must be accounted for by the use of other available time. Funeral Leave may be utilized up to a maximum of 90 calendar days following the death of the applicable family member.

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, spouses, 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.

XV. 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 his/her 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.

XVI. INSURANCE PLAN COVERAGE

SECTION 1. The Township agrees to provide health benefits under the NJ State Health Benefits Program (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 Schedule D. 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 their dependents which coverage shall be Delta Dental Premier or its equivalent.

XVII. CLOTHING ALLOWANCE

SECTION 1. The Township agrees to provide a uniform allowance of one thousand (\$1,000.00) dollars per employee in each year of the contract. The said clothing allowance shall be 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.

Effective January 1, 2023, the be increased as stipulated below. Employees who retired prior to the signing of this Agreement shall not be eligible for the increase allowance as stipulated below:

January 1, 2023	\$1,150.00
January 1, 2024	\$1,225.00
January 1, 2025	\$1,300.00
January 1, 2026	\$1,375.00

SECTION 2. If an officer is an approved leave of absence, that officer's clothing

and maintenance allowance provided for in Section 1 above, shall be prorated, based upon the employee's time off from duty during the approved leave of absence.

SECTION 3. The Township will be permitted the right of prior approval of clothing of requests for employees in their 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. Sixty (60) days prior to the expiration of an employee's current bulletproof vest, or in the event that the vest is unsafe for use, the Township shall provide a replacement vest allowance to the employee in an amount not to exceed one thousand two-hundred dollars (\$1,200.00). Each officer who is issued a vest shall be required to wear it except for those officers assigned to desk duty and those instances when the superior officer determines that a vest is not required.

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. The Township shall provide all new employees with sufficient funds to purchase a complement of new clothing and equipment. The Department will determine which clothing and equipment must be purchased with the funds. It is understood that new employees will not receive a first-year clothing allowance. The Department shall provide the PBA with a written list of the required equipment that the Department will issue to all new employees, and shall notify the PBA of any changes that the Department makes with respect to this list of required equipment. It is understood, however, that any such changes to the list of required equipment are in the sole discretion of the Department.

SECTION 9. 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.

XVII. EDUCATIONAL BENEFITS

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

COLLEGE DEGREE

An additional payment of \$500. As of January 1, 2001, this payment shall not be provided to any new member.

ASSOCIATE DEGREE IN SCIENCE LAW ENFORCEMENT

For Member of Police Division hired 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 hired 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 Police Division Hired on or after January 1, 1997:

No additional payments shall be made for an Associated Degree.

- SECTION 2. The Township agrees that if an employee obtains both a Bachelor of Science Degree and an Associate Degree in Police Science, he/she will receive the stipends provided for each degree, except for new hires as of January 1, 2001.

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.

SECTION 4. Employees given time off to attend school or educational training will not have their time off request cancelled except in the case of emergency.

SECTION 5. The department will provide a space for a locked bulletin board to be provided by the PBA for the announcement of all training seminars and schools available. A posted list of attendees will be included on this bulletin board prior to the start date of the course.

XIX. FALSE ARREST AND LIABILITY INSURANCE

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 such 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 indemnification as set forth in Ordinance #13-2005. Schedule C, 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, he/she 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

Township of Livingston PBA
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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 judgement 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 the defense, the Township's obligation under this provision shall be deemed to have been satisfied.

XX. PROMOTIONAL PROCEDURES

SECTION 1. Where skill and ability are equal, promotions will be made by seniority.

The Township agrees not to discriminate on promotions because of religion, race, creed, politics or age.

SECTION 2. The Township Manager, Chief of Police and President of PBA shall prepare a written procedure governing promotions, which shall be attached as an appendix and considered part of this Agreement. If the individuals are unable to agree to a procedure, the Township Manager will independently establish written procedures in determining promotions.

SECTION 3. Whenever an employee is assigned to perform the duties of another classification at a higher wage grade for a period of 30 consecutive days or more, the employee shall be compensated for the period of the assignment at the rate for the higher classification in accordance with the salary guide for the new position (Detective, Corporal, or Sergeant).

XXI. OUTSIDE EMPLOYMENT

SECTION 1. Employees may engage in outside employment under the regulations and conditions in the Township resolution dated March 21, 1960.

SECTION 2. The extra duty 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.

- (a) The rates of pay are established by Livingston Township Ordinance No. 22-2020, and any request for amendment to this Ordinance shall be made in writing by the PBA to the Township Manager. The rates are also contained in a side letter of agreement between the Township and the PBA and shall be incorporated into this Agreement. Rates of pay may be modified during the length of contract by amendment to ordinance.
- (b) 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 plain clothes detail for all members of the department.

XXII. SENIOR OFFICER DIFFERENTIAL.

- (a) All Officers hired on or after January 1, 2005 (not eligible for longevity) shall receive two pro-rated stipends per pay period as part of their base salary at the beginning of their fifteenth, and twentieth year of cumulative sworn law enforcement service.
- (b) Eligible employees shall receive \$2,500 per year, to be distributed on a pro-rata basis as part of base salary each pay period of their position/title as of January 1st of the calendar year in which they will complete 15 years of cumulative sworn law enforcement service, and an additional \$2,500 per year to be distributed on a pro-rata basis as a part of base salary each pay period of their position/title as of January 1st of the calendar year in which they will complete 20 years of cumulative sworn law enforcement service.

XXIII. WORK ENVIRONMENT

SECTION 1. The Township is responsible for maintaining a healthful and safe work environment. The Township will make all reasonable efforts to maintain its facilities in accordance with health and safety objectives, including providing reasonable temperature and humidity levels in all police department facilities.

SECTION 2. The employer shall install winter blades on all patrol vehicles. The employer shall have a certified mechanic check vehicles periodically pursuant to a regular schedule to be posted at police headquarters.

SECTION 3. The employer will install rechargeable stream light flashlights or their equivalent on at least six (6) cars per year.

SECTION 4. Officers shall not be assigned to handle animals without proper equipment being provided.

SECTION 5. The Township will provide a stress management program which shall be selected by the Township for officers involved in a traumatic incident or injury. The Chief of Police shall have sole discretion to determine what constitutes a traumatic incident or injury within the meaning of this section. This program shall be at the expense of the Township.

SECTION 6. An employee involved in a traumatic incident or injury as determined by the Chief of Police, including but not limited to the discharge of a fire arm, shall undergo a medical evaluation at the Township's expense. An employee involved in such an incident shall not be questioned by an agent, representative or employee of the Township within 24 hours of the incident or following the completing of the medical evaluation, whichever is later. Such officer shall have the right to legal representation during questioning. The PBA President shall immediately be notified of any such incident.

SECTION 7. The semi-annual evaluation of an employee shall be conducted per SOP # E-1, Employee's Evaluation, by Sergeants and superior officers who shall attend an accredited evaluator training program at the Township's expense. Evaluations shall be reviewed by the employee with the respective supervisor before being placed in the employee's personnel file.

SECTION 8. There shall be no smoking in vehicles while on duty.

XXIV. 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 contain 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 any employee such rights as he/she 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.

ARICLE XXV. SEPARABILITY.

SECTION 1. If any provisions 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 provisions of this contract modify existing local laws.

XXVI. 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 unit. 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.

XXVII. 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.

XXVIII. RULES AND REGULATIONS

SECTION 1. The Township Manager, as the duly appointed “Appropriate Authority” under N.J.S.A. 40A:14-118, 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 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 orders or directives issues by the Chief of 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 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.

XXIX. FLEXIBILITY OF ASSIGNMENT.

SECTION 1. Employees, regardless of regular assignment, may be reassigned to perform any duty related to their 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 PBA acknowledge that employees are on the medical “limited duty” list and cannot perform said duties.

XXX. 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.

XXXII. FUNERAL EXPENSES.

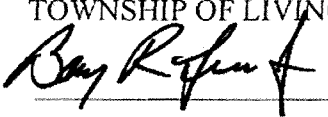
The employer shall pay the sum of \$10,000 towards funeral expenses to the surviving spouse or designated beneficiary for any employee who is killed in the line of duty or dies from traumatic injuries sustained in the line of duty, regardless of amount paid from any other sources.

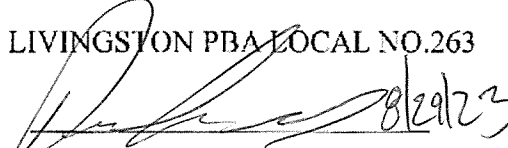
XXXIII. DURATION OF AGREEMENT.

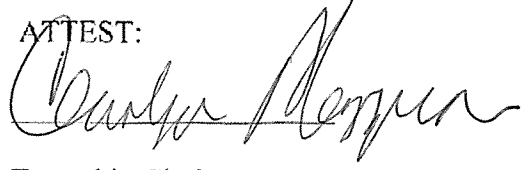
SECTION 1. This Agreement shall continue in full force and effect for four (4) years from the effective date of January 1, 2022 through December 31, 2026, notwithstanding the date of execution hereof.

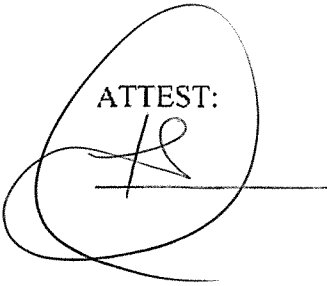
SECTION 2. In the event subsequent negotiations do not result in a newly-executed Agreement by December 31, 2026, the parties agree to continue the negotiations and all terms and conditions of the prior Agreement shall continue in full force and effect until the new Agreement is agreed upon and executed.

IN WITNESS WHEREOF. The parties hereto have caused this Agreement to be executed by their duly authorized officers.

TOWNSHIP OF LIVINGSTON

Township Manager Date
Barry R. Lewis, Jr. 8/29/23

LIVINGSTON PBA LOCAL NO.263

PBA President Date
8/29/23

ATTEST:

Township Clerk

ATTEST:


DATED:

SECTION 2. Adequate procedures having been provided for the equitable settlement of grievance 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.

XXXI. JOINT PBA-MANAGEMENT COMMITTEE.

SECTION 1. A committee consisting of representatives of the Township and the PBA 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 PBA Management Committee as needed and at the request of the PBA, and shall meet at least once per year. 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 PBA 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 PBA representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit;
- (d) to notify the PBA 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) the elimination of waste and the conservation of materials and supplies;
- (g) the 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; and
- (h) policies related to promotional exams, schooling, and extra work.

LIVINGSTON PBA #263 01/01/2022 TO 12/31/2026
"SCHEDULE A"

	2.25%	2.75%	2.50%	2.50%	2.50%
PAY STEP	2022	2023	2024	2025	2026
Minimum	\$66,091.33	\$67,908.84	\$69,606.57	\$71,346.73	\$73,130.40
Balance	\$71,842.90	\$73,818.57	\$75,664.04	\$77,555.64	\$79,494.53
Step 1	\$80,809.20	\$83,031.45	\$85,107.24	\$87,234.92	\$89,415.79
Step 2	\$83,967.70	\$86,276.81	\$88,433.73	\$90,644.58	\$92,910.69
Step 3	\$86,877.74	\$89,266.87	\$91,498.54	\$93,786.01	\$96,130.66
Step 4	\$89,788.79	\$92,257.98	\$94,564.43	\$96,928.54	\$99,351.76
Step 5	\$98,749.98	\$101,465.61	\$104,002.25	\$106,602.30	\$109,267.36
Step 6	\$107,711.17	\$110,673.23	\$113,440.06	\$116,276.06	\$119,182.96
Step 7	\$123,773.63	\$127,177.40	\$130,356.83	\$133,615.76	\$136,956.15
Sergeant	\$140,649.99	\$144,517.86	\$148,130.81	\$151,834.08	\$155,629.93

SCHEDULE B

Time Due and FLSA Banks as of February 28, 2015

	Employee	Time Due	FLSA
1)	Fosko, Joseph PTL	4,772.01	240.61
2)	Drucks, Gregory DET	2,503.98	126.25
3)	Dunmyer, Timothy SGT	2,446.48	123.35
4)	Trajer, Anthony PTL	2,031.89	102.45
5)	Mankowitz, Gary PTL	1,976.62	99.66
6)	Drumm, John SGT	1,948.48	98.24
7)	Mueller, Russell PTL	1,873.21	94.45
8)	Fischgrund, David DET	1,810.45	91.28
9)	Johnson, Gary PTL	1,743.59	87.91
10)	Reinhardt, Chris DET	1,733.05	87.38
11)	Daly, Vincent PTL	1,653.39	83.36
12)	Ullman, Andrew PTL	1,646.29	83.01
13)	Ambio, Lester DET	1,538.08	77.55
14)	Kimak, David PTL	1,460.84	73.66
15)	Pancione, Thomas PTL	1,432.00	72.20
16)	Grieco, Christopher PTL	1,423.66	71.78
17)	Guzzi, Steven PTL	1,245.13	62.78
18)	Klapal, Joy PTL	1,240.03	62.52
19)	Banzhaf, George PTL	1,226.89	61.86
20)	Collins, Nicholas PTL	1,210.22	61.02
21)	D'Andrea, Joseph DET	1,186.19	59.81
22)	Kokai, John PTL	1,134.76	57.21
23)	Zielke, Jason PTL	1,068.07	53.85
24)	Antunes, Jose PTL	1,042.92	52.58
25)	Cheff, Thomas PTL	1,031.53	52.01
26)	Howard, Rick PTL	955.52	48.18
27)	Wagner, Christopher PTL	946.41	47.72
28)	Riley, Kelli-Ann PTL	762.38	38.44
29)	Riley, Reese SGT	741.91	37.41
30)	Barbella, Ronald SGT	695.94	35.09
31)	Lukowiak, Stuart SGT	678.41	34.21
32)	Hickey, John SGT	648.07	32.68
33)	Glassman, Andrew PTL	628.43	31.69
34)	Maggiulli, John PTL	563.90	28.43
35)	Writt, Walter SGT	553.19	27.89
36)	Davenport, Michael PTL	467.68	23.58

	Wyatt,Derek PTL	290.95	14.67
38)	Wnek,Joseph PTL	274.54	13.84
39)	Kolbusz,Ralph PTL	259.44	13.08
40)	Hanna,Kenneth SGT	249.79	12.59
41)	McSpirit,Stephen PTL	238.65	12.03
42)	Shumaker,Deborah DET	195.67	9.39
43)	Brennan,William CPL	147.97	7.46
44)	Naylor,David PTL	147.32	7.43
45)	Herbert,Michael PTL	143.40	7.23
46)	Majuri,Donna PTL	138.36	6.98
47)	Cushman,Jeffrey PTL	129.23	6.52
48)	Cilenti,Anthony PTL	123.22	6.21
49)	Minto,David PTL	120.17	6.06
50)	Lenzi,Paul PTL	114.01	5.75
51)	Jardot,James PTL	113.29	5.71
52)	Prendergast,Michael PTL	102.65	5.18
53)	Vella,Angelo PTL	0.00	259.38
54)	Cordero,David PTL	0.00	58.75
55)	Whalen,Sean PTL	0.00	51.25
56)	Santasieri,Joseph PTL	0.00	48.50
57)	Baker,Brian PTL	0.00	27.75
58)	Datz,Shea PTL	0.00	2.00

SCHEDULE CORDINANCE NO. 13 - 2005

ORDINANCE AMENDING CHAPTER 1 OF THE ARTICLE XXI GENERAL CODE OF THE TOWNSHIP OF LIVINGSTON BY ADDING A NEW "INDEMNIFICATION" INDEMNIFYING AND HOLDING HARMLESS OFFICIALS FROM CLAIMS OCCURRING WITHIN THE SCOPE OF AN OFFICIAL'S RESPONSIBILITIES TO THE TOWNSHIP OF LIVINGSTON

WHEREAS, N.J.S.A. 59:10-4 allows local public entities to indemnify its officers and employees; and

WHEREAS, the State of New Jersey provides indemnification for its employees pursuant to N.J.S.A. 59:10-5; and

WHEREAS, the State Legislature has taken the position that indemnification of all public employees should be encouraged; and

WHEREAS, certain liability policies have specific exclusions which do not provide coverage or defense by the carrier; and

WHEREAS, liability policies provide certain deductible limits leaving a portion of the costs of litigation uncovered; and

WHEREAS, it has been the policy of the Township of Livingston to encourage participation in Township government, and the lack of an indemnification policy could be a deterrent to such participation.

NOW, THEREFORE, BE IT ORDAINED by the Township of Council of the Township of Livingston that the following policy/procedure is hereby adopted:

Section 1: Statutory Authorization - The Township shall hereby indemnify its officials, employees, and appointees pursuant to N.J.S.A. 59:10-4.

Section 2: Definitions - As used herein, the terms "officials" and Township officials" shall mean present or former elected members of the Township Council present and former constitutional officers; and present or former appointees, employees, or members of various boards, agencies, and commissions of the Township of Livingston.

Section 3: Indemnification Intent - The Township of Livingston shall provide for the defense of actions or proceedings brought against its officials, employees, and appointees and shall indemnify such officials to the extent hereinafter set forth; the intent of this Section being to save harmless and protect such persons from financial losses resulting from litigation.

Section 4: Scope - The indemnification provided by this Section shall apply to any act or omission of said official, employee, or appointee, whether intentional or not, occurring

A. For any act or omission not within the scope of employment as a Townshipt official.

C. For any situation in which the defense of an action or proceeding is provided by an insurance policy or policies, whether obtained by the Township or by any other person.

E. Where the Township official fails to cooperate with the defense.

G. Where the action or proceeding is instituted by the Township against the official.

A. The defraying of such cost is not prohibited by statute, ordinance, or resolution where the criminal action has been dismissed or results in a final disposition inconsistent with the guilt of the official.

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written form, the contents of which may be withheld from public dissemination until the conclusion of the action or proceeding in the discretion of the Council.

Section 7: Exceptions - Nothing herein shall be deemed to authorize the Township to pay or agree to pay punitive damages resulting from actual fraud, willful misconduct, or actual malice.

Section 8: Legal Representation, Exclusive Control - Whenever the Township determines, pursuant to the authority provided in this Ordinance, to provide any defense required of it hereunder, the Township, through counsel, shall assume exclusive control of the representation of the official and may designate defense counsel for such official.

Section 9: Defense Attorney, Sole Discretion of Township - Whenever the Township provides a defense pursuant to the authority provided hereunder, the Township may elect to, in its sole discretion:

- A. Hire an attorney (who may be Township Counsel) and pay that attorney directly, or
- B. Approve an attorney selected by the official involved and reimburse the official for reasonable attorney fees expended or obligated to be expended in defense of such official, but not at a rate higher than that paid to Township Counsel

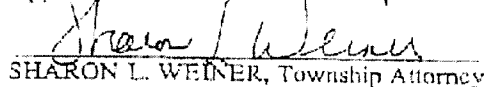
Section 10 Except as hereby amended, the Code of The Township of Livingston shall remain in full force and effect.

Section 11 This Ordinance shall take effect upon final passage and publication in accordance with the law.


DAVID B. KATZ, Mayor


GLENN R. TURTLETAUB, Township Clerk

Approved as to form:


SHARON L. WEINER, Township Attorney

Adopted: 5/16/05

Schedule D

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%

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%

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%

