

**COPY**

**AGREEMENT  
BETWEEN**

**TOWNSHIP OF ROXBURY**

**and**

**ROXBURY PBA LOCAL 311**

**JANUARY 1, 2019 TO DECEMBER 31, 2019**

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## **PREAMBLE**

This Agreement entered into this 18th day of December, 2019, by and between the TOWNSHIP OF ROXBURY, a municipal corporation in the County of Morris and the State of New Jersey (hereinafter referred to as the “Township”) and the PBA LOCAL 311 (hereinafter referred to as the “Association” or the “PBA”), represents the complete and final understanding on all negotiable issues between the Township and the Association.

**WHEREAS**, pursuant to the New Jersey Employer-Employee Relations Act (Chapter 303 of the Public Laws of 1968, as amended and supplemented), the Township and the Association have negotiated terms and conditions of employment for the police officers represented by the Association for the year 2019.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by and between the parties as follows:

## **I. RECOGNITION**

The Township hereby recognizes the Association as the sole and exclusive collective negotiating agent for all police officers employed by the Township, with the exception of the Police Chief, Captains and Lieutenants.

## **II. EMPLOYEE RIGHTS**

- A. Employees in the employee unit will have all rights granted under this contract.
- B. 1. Promotions within the Police Department will be handled in accordance with the existing Township policy as contained in Revised General Ordinances of the Township. The Association shall be given written notification of proposed changes in the ordinances governing promotional procedure.

Upon the request of the Association, a meeting to review the proposed changes will be held between the Association representatives and the Township Manager prior to final action by the Township Council.

### III. SALARIES

- A. During the term of this Agreement, members will be paid on a semi-monthly basis in accordance with Schedule A annexed hereto.
- B. Officers who are promoted to Sergeant shall advance to Sergeant pay and will be considered on probation for six (6) months.
- C. 1. All current officers shall receive the posted wage on each January 1st and will be entitled to advance to the next step on the wage guide each January 1st annually until top step is reached. Years of Service do not correspond to Step number.
2. Effective January 1, 2016, new employees hired prior to July 1st will be at the Step 1 rate and will move to Step 2 on the January 1st immediately following their date of hire. Employees hired on or after July 1<sup>st</sup> will be at the Step 1 rate and will move to Step 2 on the second January 1st following their date of hire [not longer than 18 months]. Once the officer is at Step 2 on the following January 1st the officers will be entitled to advance to the next step on the wage guide each January 1st annually until top step is reached.
- D. Former members not employed on October 29, 2019, the date the Memorandum of Agreement was executed, shall not be eligible for improved benefits, salaries provided herein.
- E. All wages shall be retroactive to January 1, 2019.
- F. On January 1st of each year of the contract term, patrol officers shall advance one step on the wage guide until they reach Step 14.

G. Any officer, as per the list below, who holds the position of Sergeant as of January 1, 2016, shall be able to reach the third sergeant step (Sgt 3). All officers promoted to sergeant after January 1, 2016 shall only be able to reach Sgt 2.

Kevin Carrol  
Scott Shinkowski  
Stephen Catalano  
Steven Curtiss  
Ken Rocco  
Adam Delguercio

H. Upon the departure from employment with the Township Police Department of all sergeants in rank as of January 1, 2016, Sgt. Step 3 will be removed from this contract.

## IV. HOURS AND OVERTIME

A. All Patrol Officers and Sergeants covered by this Agreement shall work forty (40) hours per week within the shift cycle. The Chief of Police shall set the schedule for the shift cycle, which will consist of one hundred sixty (160) hours during a four (4) week period.

B. 1. All work in excess of forty (40) hours per week will be compensated at time and one-half (1½) after the first quarter (¼) hour and retroactive to the normal quitting time for Patrol Officers and Sergeants. All overtime starting on the quarter-hour has to have the approval of the Chief of Police or, in his/her absence, the officer in charge, and shall be paid to the nearest quarter (¼) hour.

Effective January 1, 2008, all on-call personnel shall receive Seven Hundred Dollars (\$700.00) per year which shall be considered an on-call stipend in addition to any overtime worked, payable in the first pay period of each calendar year.

Each eligible individual's overtime rate (time and one-half) shall be calculated by taking said employee's base salary and educational incentive, dividing by 2,080 and then multiplying the sum by 1.5 = Overtime. Detectives shall submit overtime vouchers in the same form and fashion as is done in the Patrol Division.

4. Overtime for regularly scheduled shifts and details will be offered to members based on the following four (4) separate lists that are used to disseminate overtime.

A. STAFFING SHORTAGE OVERTIME LIST - This list is used to fill overtime for patrol minimum staffing needs and court time only.

i. Minimum staffing overtime will only be offered to PBA members during its initial offering. If no PBA members request to work this overtime, it will be offered as "Free" utilizing the "Free Overtime" list, explained in "Overtime" section D.



ii. Filling of Court Overtime as needed. This overtime falls under the category of Staffing Shortage Overtime, but will only be offered to SOA members during its initial offering. If no SOA members request to work this overtime, it will be offered as “Free” utilizing the “Free Overtime” list, explained in “Overtime” section

**B. SUPERVISOR OVERTIME LIST**

i. All shifts must be staffed by at least one department supervisor (i.e. Captain, Lieutenants, Sergeants,) or designee appointed by this department’s administrative staff, to supervise the shift.

ii. Supervisor Overtime will be filled utilizing the “Supervisor Overtime” list.

iii. Supervisor Overtime will be offered only to Sergeants and members of the PBA approved by the Chief to work in supervisory capacity on its initial offering. If no Supervisors request to work the supervisor overtime during its initial offering, it will be offered as “Free” utilizing the “Free Overtime” list. When supervisor overtime is offered as “Free”, only department Supervisors are eligible to request to work the overtime (Captain, Lieutenants, Sergeants, and members of the PBA approved by the Chief to work in supervisory capacity).

**C. DETAIL OVERTIME LIST**

i. The “Detail Overtime” list will be used for all overtime not covered in Sections A and B above, including overtime that is offered to officers of this Department at the request of outside contractors, Roxbury Board of Education details and details that are being conducted on behalf of the Township of Roxbury that are not for maintaining patrol minimum staffing levels.

ii. All officers of the Roxbury Twp. Police Department are to be included in “Detail Overtime.” Overtime shall be offered first in order of rank, including the Chief of Police, and then by seniority with the Department within each rank and non-ranked. As these overtime details are offered and granted the officer granted the overtime will then be rotated to the bottom of the list. This list will rotate year-to-year and survive the expiration of this Agreement unless negotiated.

iii. Should a “Detail Overtime” not be filled following its initial offering, it will go to “Free” and will be filled using the “Free Overtime” list.

D. FREE OVERTIME LIST

- i. “Free Overtime” is overtime that nobody requested during its initial offering and will be offered a second time as “free” and is filled utilizing the “Free Overtime” list. This list, upon inception, is set up by rank and then by seniority with the Department within each rank and non-ranked. The “Free Overtime” list will be for any and all overtime as established and defined in Sections A through C above. As officers are granted “Free Overtime”, they rotate to the bottom of the list. Officers accepting “Free Overtime” will maintain their respective position on the ‘overtime list” that was used for the initial offering of overtime and will only rotate to the bottom of the “Free Overtime” list. This list will rotate year-to-year and survive the expiration of this Agreement unless negotiated.
- ii. “Free Overtime” may be requested by responding officers as:
  - a. A full shift/detail (the officer requesting the overtime will take the entire free shift/detail) or;
  - b. A split shift (the officer is only requesting to take half the free shift/detail).
  - c. The detail will be filled giving first preference to officers requesting the full free shift/detail. Should there be no full free requests it will be filled using the split shift/detail requests.
- iii. Should “Departmental Overtime” fail to be filled as “Free Overtime”, the most eligible junior officer in the Department will be ordered to report to work for the overtime shift so long as the Departmental Scheduling Policy is not violated. Prior to ordering the most eligible junior member to work, the Shift Supervisor will have the discretion to “hold-over” Officers currently working or to direct Officers report early to their work shift to cover the staffing needs.
- iv. Should “Supervisor Overtime” fail to be filled, as “Free Overtime” the most eligible junior Supervisor in the Department will be ordered to either, (1) “report early” or, (2) be “held-over” to cover the shift so long as the Departmental Scheduling Policy is not violated or (3) can be covered by an officer designated by the Police Administration.
- v. Should “Detail Overtime” fail to be filled as “Free Overtime”, it may, at the discretion of the Chief of Police, be offered to surrounding police departments when feasible.

E. Procedural Disputes or Issues

i. Should at any time, the PBA believes that the above terms are no longer fair and equitable to its members or the Department, the PBA will notify the SOA and the Chief of Police in writing so as to establish meetings to discuss and re-negotiate the terms of the overtime procedures. The PBA may request to revert back to the previous rotating list system at which point, the filling of overtime will revert back to this system until a final negotiated resolution is agreed upon.

Once a request to revert back to the previous rotating list system is made, and while negotiations are ongoing, the PBA agrees that the above detailed lists will remain in effect, however for the filling of staffing shortage overtime, court overtime, and supervisor overtime all members (PBA and SOA) will be included in a rotating list, whereby when a member accepts overtime they will be rotated to the bottom of the respective overtime list. The Staffing Shortage overtime list (which will include the filling of Court Overtime), and the Supervisor overtime list will be re-established by rank then seniority and rotate continuously. The need to re-establish the Detail overtime list and Free overtime list will not be necessary as they will already include all officers of both the PBA and SOA. Overtime that is not accepted during initial offering will continue to be handled as detailed above.

Should the Chief of Police have an emergent, articulated, and expressed reason based on the delivery of law enforcement services to the public to revise the overtime procedures, he/she may make such revisions, except that any such revision shall be subject to the parties' grievance procedure.

5. Employees may choose to take compensatory time off in lieu of overtime payment.

The scheduling of compensatory time off shall be subject to the approval of the Chief or his designee.

6. All County, Grand Jury, Juvenile, Criminal Court, Motor Vehicle Hearing, Civil Court and Municipal Court appearances shall be compensated as paid overtime on a portal to portal basis, unless on duty, with "portal" defined as the Roxbury Police Headquarters.

C. Whenever a member is called to duty for court, the member shall be paid a minimum of three (3) hours pay at time and one-half ( $1\frac{1}{2}$ ) for the call out time. Members called to duty for any other purpose where his or her response or presence is mandatory, shall be paid a minimum of four (4) hours pay at time and one-half ( $1\frac{1}{2}$ ). The purposes for which such a member may be called shall be at the discretion of the superior officer in charge.

D. Members who are the subject of a disciplinary hearing shall be eligible for overtime only if the charges are dismissed.

E. On-call personnel will be provided with an automobile, if available, in order to respond to emergencies.

## V. EDUCATIONAL BENEFITS

### Tuition Reimbursement

A. Subject to the limitations set forth below in Section D, the Township has in place a limited loan program designed to provide officers with a percentage of the cost of tuition and books for courses required for and taken in conjunction with an Associate or Baccalaureate Degree program in Police Science at a recognized State-sponsored institution of higher education, provided evidence of successful completion of said course or courses is submitted to the Township. The member must receive prior approval of the Chief of Police for the scheduling of the member's classes and shift rotation assignments. **NO MORE THAN (6) CREDIT HOURS MAY BE TAKEN AT ONE TIME, SUBJECT TO MANPOWER SHIFT SCHEDULING.** If a member chooses to attend a non-State-sponsored school for this degree program, the Township will loan the member an amount equivalent to the cost for tuition and books at a State-sponsored school.

B. Any member receiving a tuition and materials loan from the Township shall enter into an Agreement with the Township, providing that they will continue their employment with the Township and perform their existing or new duties in a proficient manner for a period of time sufficient to retire the loan provided by the Township. The Township will cancel an amount of the loan equivalent to the cost of the tuition and books for thirty (30) credit hours or any fraction thereof each year that the member satisfactorily performs his/her duties after completion of or discontinuation in the degree program. Failure to complete these years of service may cause the Township to seek collection of the outstanding loan from pay owed to the employee, or in a manner provided by law.

C. Any payment received from any tuition grant directly to the member or from any other source shall be credited against the loan and the amount loaned by the Township shall be decreased accordingly. To qualify for the loan provided herein, a voucher must be submitted to the Township on the form and in the manner prescribed for payment of all vouchers to which there must be attached the following:

1. A certificate from the institution giving the title of the registered course, indicating successful compliance and completion of the required course; and/or
2. A receipted voucher for tuition cost indicating it is payment for the specifically required course at the institution in question, with a certification by the employee indicating that no reimbursement of the tuition costs has been received, or indicating the extent of any reimbursement and the amount due after reimbursement; and/or
3. A receipted voucher for the cost of books purchased and required in connection with approved course, and an affidavit that the books were required by the institution.

D. This section shall limit and modify Sections A, B and C, and provide tuition reimbursement to only those officers as set forth below:

1. Any Police Officer who is currently enrolled in an Associates, Baccalaureate or Master's Program on a continuous basis until he/she has graduated shall be entitled to have 100% of their loan cancelled. For purposes of clarity, the members who are eligible for 100% loan cancellation for the program in which they are currently enrolled are included by name and program on Schedule B.
2. Any Police Officer who is not enrolled in an Associates, Baccalaureate, but proceeds to become enrolled, shall be entitled to have 50% of their loan cancelled.
3. Any Police Officer who is currently enrolled in an Associates Program and seeks to enter a Baccalaureate Program shall be entitled to have only 50% of their loan cancelled.
4. Any Police Officer who is not currently enrolled in a Master's Program shall not be entitled to have any of their loan cancelled should they decide to enroll into a Master's Program.
5. All other practices shall be maintained except as modified above.

E. The Township agrees to pay the cost of outside seminars that a member may attend to advance his/her professional capabilities, provided that the seminar relates to police work, both administrative and functional, and provided the seminar is approved in advance by the Chief. Transportation allowance or reimbursement for meals will be provided in accordance with Article VI.

Educational Stipend

F. The Township agrees to increase a member's base pay, prorated on an annual basis, Nine Hundred Dollars (\$900.00) for successful completion of a two (2) year Associate or Baccalaureate Degree in Police Science from an accredited institution of higher education as recognized by the U.S. Department of Education. The Township agrees to increase a member's annual base pay, prorated on an annual basis, One Thousand Five Hundred Dollars (\$1,500.00) for successful completion of a four (4) year Bachelor of Science degree with a major in Criminal Justice from an accredited institution of higher education as recognized by the U.S. Department of Education. The Township agrees to increase a member's base pay, prorated on an annual basis, Two Thousand One Hundred Dollars (\$2,100.00) for successful completion of a Master's degree in criminal Justice or a related field from an accredited institution of higher education as recognized by the U.S. Department of Education. The Township is not bound by this Agreement to increase any member's salary for degrees held previous to joining the Roxbury Township Police Department.

G. The Chief of Police may grant time off, without pay, to any member to voluntarily attend a workshop or seminar within the law enforcement field, provided two (2) weeks' written notice of intent to attend a seminar is forwarded to the Chief of Police and approval for the day is obtained. The member may also use his/her personal holiday or other accumulated time for payment of the day, subject to approval of the Chief of Police.

- H. All job-assigned schools will substitute for a shift worked, at the discretion of the Chief of Police. All members will report for duty at the designated place and time.
- I. Convention Attendance - One delegate and one alternate will be permitted to participate.
- J. Effective January 1, 2016, new hires shall not be eligible to receive the benefits contained in section F of this article.



## **VI. EXPENSES**

A. The Township shall reimburse all members for reasonable expenses incurred during the performance of their duties, subject to the approval of the Chief of Police.

B. Any member of the police force attending any out-of-town court, school or seminar at the request of the Chief of Police will be provided with a Township vehicle, if available. If no car is available, the member will be compensated at the rate determined by Federal Guidelines for the use of his or her own car. The personal car used by the member must be covered by public liability and property damage insurance.

C. Should a member of the Police Department be called upon to be farther than three (3) miles from the Township for an excess of four (4) hours, he or she will be allowed up to the following amounts for a meal, which shall be paid upon evidence of receipt:

Breakfast	- \$ 8.00
Lunch	- \$10.00
Dinner	- \$12.00

D. If a member is involved in training programs involving one or more entire work days, the Township will reimburse the member for those meals that cannot be taken in Roxbury, subject to the prior approval of the Chief of Police, in an amount not to exceed Ten Dollars (\$10.00) per day.

## **VII. MEDICAL AND DEATH BENEFITS**

### **A. Health Benefits**

Section 1. The Township provides paid health insurance coverage for all full-time employees (35 hours per week minimum) and their eligible dependents. Employees must work for the Township for at least 60 days in order to qualify for health benefits. The coverage includes: basic medical, major medical (including hospitalization), dental, prescription and vision.

Section 2. The Township currently has SHBP Direct 15 as the “standard plan” for all eligible employees. In the event that an employee selects another health plan option from those currently available, the employee will pay the difference between the cost of the option chosen and the cost of the “base plan” in addition to any contribution required by law or Township policy. Any employee hired prior to January 1, 2013 who has 20 years of pensionable service as of June 28, 2011 may elect SHBP Direct 10 as their base plan without a buy up charge.

Section 3. All employees shall contribute towards the cost of medical benefit premiums and prescription drug benefits pursuant to Chapter 78’s Tier 4 schedule, and otherwise in accordance with current state laws or Township policy. Contributions towards dental benefits will continue at the current amounts and percentages. Any contributions required from employees for the cost of health insurance (including, but not limited to the minimum contributions and/or increased costs above the standard base plans) shall be made by payroll deduction, spread equally among pay periods throughout the year. There will be no cap on employee contribution for other plans provided.

Section 4. Employees who voluntarily elect not to participate in the Township’s health insurance plan will receive a waiver or “opt out” payment equivalent to 25% of the cost to the

Township of the base plan after any deductions required by state law or Township policy and up to a maximum of \$5,000, provided that such employees can demonstrate proof of alternative insurance coverage. Such payment shall be paid at the end of the calendar year in a separate check. Such payment shall be prorated for employees who withdraw from coverage after January 1 of the calendar year. Employees who are not covered as of January 1, but thereafter elect coverage during the calendar year shall not receive any payment hereunder. Employees must be actively employed as of December 31st to receive payment. An employee may “opt out” or “opt in” to the Township’s health insurance coverage only during periods of open enrollment as dictated by the Township and/or its health plan. In the event of a life-altering event, the employee who had “opted out” of coverage shall be permitted to regain coverage.

Section 5. The Township reserves the right to change its Health Benefit Administrator and/or Carrier so long as equal to or better benefits, coverage and administration as is provided under the current plan provided that prior to such change, the Township provides forty-five (45) days’ notice to the extent possible, but not less than seven (7) days’ notice, to the PBA and provides the PBA with the master plan documents for both the current and proposed plans for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges. Notwithstanding the foregoing, the Township shall have the right to change its health insurance carrier to the New Jersey State Health Benefits Direct Plan in its discretion.

Section 6. The above referenced contributions towards health insurance shall be made by active employees only and will not be required of retirees, whose contribution obligations are set forth below in Sections 7 & 8. The contributions shall be deducted twice a month. Employees shall continue to have the right to participate in the Township’s existing IRS Section 125 salary reduction

premium only plan for tax purposes. The healthcare contribution made by officers will only apply to active employees, not retirees, and contributions will cease upon retirement.

Section 7. Upon reaching their 25 years of service date, employees who retire after completing 25 years of service (plus a 120-day buffer period) will be obligated to contribute 1.5% of their pension benefit towards their retiree medical, prescription drug, dental and vision benefits. Employees will be granted an extension of 120 days after the completed 25 years of service date. If an employee elects to remain employed beyond their 25 year service date and the additional 120-day period, then, upon retirement, that employee's retirement medical premium contribution would revert to the percentage rates set by Chapter 78. This retirement option shall be extended beyond the 120-day period on a one-time basis for any persons eligible to retire earlier in 2019, depending on the date this Agreement is executed to allow them reasonable time to consider their options.

Section 8. **Any employee hired AFTER the ratification of this contract** must be employed by the Roxbury Township Police Department for a minimum of **17 years** in order to be eligible for partially Township-paid healthcare in retirement, subject to the employee meeting eligibility requirements for retirement pursuant to state law. For the sake of clarity, the parties agree that the only required employee (retiree) contributions for healthcare in retirement under this Article shall be the amounts mandated by State law. This article does not apply to disability retirement. The Township and PBA have agreed to discuss disability retirements at a later date, and as a separate issue.

**B. Death Benefits**

Upon the death of a police officer that is employed by the Township, the widow/widower of the Estate of the deceased officer shall receive full pay for the officer's accumulated sick leave, vacation

leave, personal leave, earned but unpaid salary, and compensatory time.

C. Temporary Disability Insurance

The Employer shall provide Disability Insurance as provided by the State of New Jersey, Department of Labor and Industry, Division of Unemployment and Disability, or any alternate plan providing equal benefits.

D. The Employer may initiate an employee voluntary selection program with respect to health benefits.

## VIII. SICK LEAVE AND LEAVES OF ABSENCE

A. All members shall be entitled to sick leave of ninety-six (96) hours per year. These days may be accumulated without limitation as per section 2-22.10 a.3 of the Codified General Ordinances of the Township.

B. Accumulated Sick Leave Payment

1. All police officers who, as of August 30, 2003, had Five-Hundred Twenty (520) hours or more of accumulated sick leave time will be eligible to take the hours established in the schedule as Terminal Leave at the end of their career, but prior to their actual retirement date. Any accumulated sick leave hours in excess of the hours set in the schedule below will be paid pursuant to Paragraph 2 below only.

**Schedule**

<u>Name</u>	<u>Hours</u>
Cpl. Scott Shinkowski	373
Sgt. Kevin Carroll	464
Sgt. Steven Curtiss	339

2. Upon entering their twentieth (20th) year of service, officers will be permitted to cash-in up to three-hundred and fifty (350) hours of accrued sick leave per-year. The Township will pay the officer twenty-five percent (25%) of the accrued sick leave at the officer's current rate of pay. To be eligible to cash-in accrued sick leave, the officer must maintain a minimum of one-hundred (100) hours of sick leave, except in their final year of employment. Employees at the time of retirement or at the time of death, whichever may first occur, but prior to their actual retirement, shall be entitled to twenty-five (25%) percent of their unused sick leave days at their then effective

daily rate of pay. Retirement shall be defined as “receiving pension benefits” pursuant to the New Jersey Police and Fire Pension Statutes at the time of termination from the Township’s employment.

3. All police officers who, as of August 30, 2003, did not have Five Hundred Twenty (520) hours or more of accumulated sick leave time, will not be eligible to use any accumulated sick leave time as a Terminal Leave benefit. Accumulated sick leave will be paid pursuant to Article VIII, Section B (2) only.
4. All police officers who are hired after January 1, 2004, will not be eligible to use any accumulated sick leave hours as a Terminal Leave benefit. Accumulated sick leave will be paid pursuant to Article VIII, Section B (2) only.

C. In the case of death in a member’s immediate family - i.e. husband, wife, child, mother, father, father-in-law, mother-in-law, sister or brother, stepmother, stepfather, stepchild, stepsister, stepbrother, or a relative residing at the employee’s residence, the Chief of Police may approve a leave of absence for a period not to exceed three (3) days starting on the day of death, providing the member makes application to the Chief of Police stating specifically the relationship between the deceased and himself or herself and the dates upon which he/she will be absent. An additional one day travel time will be provided if the member must travel in excess of two hundred and fifty (250) miles from Roxbury. A day as used in this section means a “workday”, i.e. eight (8) hour, ten (10) hour or twelve (12) hour days, depending upon the officer’s work schedule.

D. In case of death not in the immediate family nor residing at the employee’s home, the Chief of Police may approve a leave of absence not to exceed one (1) day, provided the member makes application to the Chief of Police stating specifically the relationship between the deceased and the member. A day as used in this Section means a “workday”, i.e. eight (8) hour, ten (10) hour, or twelve (12) hour days, depending upon the officer’s work schedule.

E. Members shall be supplied with a written certification from the Township, during the month of January of each year, which shall state the number of carryover vacation days, sick days and any other time which is available to the member.

F. In the event of a long-term illness or disability, members may be granted medical leave of absence with full or partial pay after all accumulated sick leave and other leaves and holidays have been exhausted. In reviewing requests for extended sick leave, the Township will consider the employee's prior attendance record and service record, medical ability to return to work and fully perform the job assignments. The granting of extended leaves with full or partial pay shall be at the sole discretion of the Township Manager.

G. Members may be allowed one (1) month's leave of absence without pay, upon written request to the Chief of Police, for personal reasons which must be stated.

H. When the Chief of Police has reason to believe that sick leave is being abused, after due notice to the member stating his reasons and the history of abuses, the Chief may require a physician's certification for every absence due to illness.



## **IX. WORK INCURRED INJURIES**

A. Where a member covered under this Agreement suffers a work connected injury or disability, the Township shall continue such member at full pay during the continuance of such a member's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Township.

B. The member shall be required to present evidence by a certificate of a responsible physician that he/she is unable to work and the Township Manager may reasonably require the member to present such certificates from time to time.

C. In the event that the member contends that he/she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Township, or by the Township's insurance carrier, then and in that event, the burden shall be upon the member to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing Court, shall be binding upon the parties.

D. In the event that a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment or, if there is an appeal there from, the final decision of the last reviewing Court.

## X. VACATIONS

A. Vacations are granted on a calendar year basis and shall be earned and taken from January 1st to December 31st. However, vacation time may be carried over until January 31st of the following year. Members shall be entitled to vacation as follows:

### New Employees:

10/12 of a vacation day per full month worked, not to exceed eighty (80) hours during the first calendar year.

1 year but less than 6 full years of service .....	80 hours
6 years of service.....	88 hours
7 years of service.....	96 hours
8 years of service.....	120 hours
9 years of service.....	128 hours
10 years of service.....	136 hours
11 years of service.....	144 hours
12 years of service.....	152 hours
13 years of service.....	160 hours
14 years of service.....	168 hours
15 years of service.....	176 hours
16 years of service.....	184 hours
17 years of service.....	192 hours
18 years of service.....	200 hours

Employees hired after January 1, 2012 shall earn vacation time as follows:

1 year but less than 6 full years of service .....	80 hours
6 years of service.....	88 hours
7 years of service.....	96 hours
8 years of service.....	120 hours
9 years of service.....	128 hours
10 years of service.....	136 hours
11 years of service.....	144 hours
12 years of service.....	152 hours
13 years of service and thereafter.....	160 hours

B. A member may not accrue nor take vacation leave until they have worked for the Township for at least six (6) months.

C. Vacation days for all employees who have been with the Township for at least one (1) year shall be made available to the employee on January 1st of the calendar year. Vacation leave preference (advance notice) shall be one hundred twenty (120) days, rotating for seniority preference.

If a member should terminate employment during the year, the amount of actual vacation to which he/she is entitled shall be based upon the ratio of the number of weeks actually worked to the entire year. The member shall then be compensated for his/her accrued but unused vacation or he/she shall reimburse the Township for un-accrued but used vacation.

D. The Township reserves the right to schedule vacations in accordance with the staffing needs and job assignments of the Department. If there is a conflict in the scheduling of vacations, seniority will prevail. Eligible employees may take all of their vacation in consecutive weeks if permitted by the work schedule as determined by the Chief of Police.

E. Once a member's vacation schedule has been established and approved, it will be continued and maintained even if he/she is transferred to another squad, except in emergency conditions.

F. Police officers shall be entitled to cash-in up to forty (40) hours annually under a notice procedure which shall be developed by the Township.

G. Police officers shall be entitled to three (3) personal leave days per calendar year. Said days will be on a workday for workday basis. A day as used in this section means a "workday," i.e. eight (8) hour, ten (10) hour or twelve (12) hour days, depending upon the officer's work schedule. Personal leave may be used for the performance of personal obligations such as: funeral of a friend, etc. The personal day shall be selected on a regularly scheduled workday, subject to the approval of the Chief of Police. Selection will be on a Department seniority basis and by squad. If the personal days are not taken before the end of the year, the holidays will not be rescheduled the following year.

## **XI. LONGEVITY**

INTENTIONALLY DELETED

## **XII. CLOTHING ALLOWANCE AND EQUIPMENT**

A. Equipment, such as holsters, weapons, and other material in this category, shall be replaced by the Township if they wear out, subject to the approval of the Chief of Police.

B. The Township will replace articles of clothing, prescription glasses and watches, at replacement cost, that are damaged and/or lost while actively in pursuit in the performance of duty. The Chief of Police shall have sole discretion in determining when such reimbursement shall be made and the appropriate amount.

C. The Township will supply duty ammunition for department weapons.

### **XIII. RETIREMENT BENEFITS**

The existing State of New Jersey, Division of Pension, Police and Firemen's Retirement Pension Plan will be continued in accordance with State Statutes.

## **XIV. GRIEVANCE PROCEDURE**

### **A. Purpose**

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible, so as to secure efficiency and promote members' morale. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any member having a grievance to discuss the matter informally with the Chief of Police or Township Manager, and having the grievance adjusted without the intervention of the Association.

### **B. Definition**

The term "grievance" as used herein means any controversy arising over the interpretation or application of the terms and conditions of this Agreement, and may be raised by a member of the Association.

### **C. Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent of the parties.

**STEP ONE:** Within ten (10) days after the occurrence of the events or conditions on which the grievance is based, a grievance may be submitted in writing to the Lieutenant in charge, stating the nature of the grievance, the specific section of the contract violated, and the remedy sought. Within three (3) work days thereafter, a written reply shall be given by the Lieutenant to the grievant.

**STEP TWO:** Within two (2) work days from receipt of the STEP ONE reply, the aggrieved may submit the grievance in writing to the Police Chief. The Chief shall meet with the aggrieved to discuss the grievance and shall submit a decision in writing to the aggrieved within three (3) work days after receipt of the grievance.

**STEP THREE:** If the grievance is still unresolved within five (5) days after receipt of the Chief's decision, the aggrieved, with the consent of the Association, may submit the matter to the Township Manager for review. The Manager or his/her designee shall review the grievance within five (5) work days with the aggrieved and one or more Police Department officers, and shall render a decision in writing within three (3) work days after the hearing or five (5) work days after receipt of the grievance if no hearing is requested.

**STEP FOUR:** Within fifteen (15) days after the receipt of the decision of the Township Manager, any grievance processed through STEPS ONE, TWO and THREE and not satisfactorily resolved may be submitted by the Association, in writing, to the Public Employment Relations Commission.

1. The Arbitrator shall limit him/herself to the issue submitted to him/her, as well as the definition of grievance contained herein and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties. The Arbitrator's decision in connection with the grievance as defined herein shall be final and binding on both parties.
2. The Arbitrator's action shall be accomplished within thirty (30) days of the completion of the Arbitrator's hearing. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issue submitted.



D. The parties shall equally share the Arbitrator's fee and reasonable expenses. All other costs shall be borne by the party incurring such costs.

E. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits set forth herein may be extended by mutual agreement in writing.

F. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance and any effect thereof shall have been fully determined.

G. A group grievance of more than one (1) employee shall be signed by each aggrieved employee or the Police Department identifying the aggrieved.

H. The Township shall permit one (1) representative of the PBA and the grievant, or a representative of the grievant, to attend grievance conferences and hearings at no loss of regular straight-time pay. Meetings and hearings will be scheduled at mutually convenient times.

## **XV. MANAGEMENT RIGHTS**

A. The Township of Roxbury hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities, the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote on a fair basis and transfer employees;
3. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A or R.S. 11, or other national or state laws.

## **XVI. PERSONNEL FILES**

A. A personnel file shall be established and maintained for each member covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police.

B. Upon advance notice and at reasonable times, any member may review his/her personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint/reprimand concerning a member or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall sign the file copy to acknowledge that it has been made available to him/her. The Officer shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. When the employee is given a copy of the complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

D. Written reprimands resulting from disciplinary action that does not involve suspension or loss of pay may specify a time period, not to be less than six (6) months nor more than twenty-four (24) months, after which the reprimand shall be removed from the file, provided there are no other situations requiring reprimand or disciplinary action during the specified time period. Notwithstanding the foregoing, written reprimands will be documented in accordance with the Roxbury Township Police Department's established guidelines along with the Attorney General Guidelines for the early warning system.

E. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any

member of the force except as provided herein shall subject that member to appropriate disciplinary action.

## **XVII. ASSOCIATION DUES AND REPRESENTATION FEE**

A. The Township shall deduct dues for the Roxbury PBA Local 311 from the salaries of those Police Officers who have submitted dues authorization cards to the Township. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969.

B. The Township agrees that it shall deduct full membership dues from those members of the negotiations unit who have authorized such deductions in accordance with state and federal law, and agrees to transmit said dues to the union on a monthly basis. The union shall notify the Township, at least 14 days in advance of the first of the month that dues will be deducted, of: 1) the names of members who have authorized dues deductions in writing; 2) a copy of the written authorizations; 3) the amount of full member dues for each member; and 4) any changes to the status of any written authorization for dues deduction, at the earliest possible occasion.

C. The Roxbury PBA Local 311 agrees that it will indemnify, defend and save harmless the Township against any and all actions, claims, demands, suits, losses or expenses (including reasonable attorney fees) in any matter resulting from action taken by the Township at the request of the Union under the provisions of this Article.

## **XVIII. MISCELLANEOUS**

- A. The Chief of Police at his discretion shall fairly rotate schools and job training among the Officers of Roxbury Township, to the benefit of the Department's operation.
- B. Each member of the Police Department shall be given a complete, annual physical examination at Township expense. The annual physical examination shall be performed by a New Jersey doctor selected by the Township and agreed to by the PBA.
- C. The Township shall provide false arrest coverage for all members of the Police Department.
- D. All negotiable terms and conditions of employment and past practices of the Department in existence on the effective date of this Agreement shall continue in effect during the term of this Agreement, unless specifically changed by the terms of this Agreement. A past practice is defined as the consistently generally accepted course of conduct affecting more than half of the members of the bargaining units, repeated by management on numerous occasions in response to a given set of underlying circumstances prior to the effective date of this Agreement.
- E. If any provision of this Agreement or any application of this Agreement to any Police Officer 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.
- F. Whenever the term "Chief of Police" is used, it shall mean the Chief Executive Officer of the Department, or in his/her absence, his/her duly designated representative.
- G. PBA Local 311 shall have the right to have a member serve as a delegate to the State Convention/ Mini convention and one alternate from an on-duty status and to have those members

placed on an approved administrative leave basis and to be paid accordingly.

The Township shall allow the State Delegate and President, or their Designees, their tour of duty off without loss of regular straight time pay on those days they attend the State PBA Meetings. Meetings shall include monthly State Meetings and in the event the delegate is serving on the State Executive Board, the monthly executive board meetings.

Some flexibility shall be allowed to the Delegate and President, or their Designees, when they are scheduled to work Midnights and PBA meetings are the next day.

The PBA President and State Delegate or their Designees may attend the New Jersey State League of Municipalities Convention for a maximum period of three days at no loss of regular straight time pay to the extent that said convention is held during their regularly scheduled tour of duty. Attendance at said convention shall not count towards the computation of overtime, and leave to attend the League of Municipalities Convention will be granted only if such release does not incur overtime.

The PBA President and State Delegate or their Designees may attend three (3) PBA/State events, i.e., 200 Club, Valor Awards at no loss or regular straight time pay to the extent that said events are held during their regularly scheduled tour of duty. Attendance at said events shall not count towards the computation of overtime.

H. Members failing to maintain proper driver's licenses or State-required weapons certificates shall be demoted or terminated.

I. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been subject to negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

J. All members have the responsibility to maintain themselves in proper physical condition with a reasonable level of endurance and physical dexterity given their age. The Township may require compliance with physician's recommended conditioning programs for weight control, stamina, exercises, etc. Members will participate in and successfully complete an annual physical in order to ascertain if they have met these requirements. This annual physical fitness program shall conform to the program outlined in Article IV of the Police Duty Manual.

K. The Township will supply bulletproof vests as needed in accordance with manufacturer's specifications as to life expectancy.



## **XIX. WORK IN HIGHER RANKS**

A. When an employee works in a higher rank, he/she shall receive the pay of such minimum higher rank from the first day which he/she performs the work of such higher rank.

B. The employer shall not replace the lower rank employee initially assigned to the higher rank with another lower rank employee in order to avoid paying the higher rate of pay unless the first employee so agrees. A Police Lieutenant may serve as shift supervisor in the absence of a Sergeant if so assigned by the Chief and the Lieutenant assumes all duties of a shift supervisor.

## **XX. DURATION**

This Agreement shall become effective January 1, 2019 and shall continue in effect through December 31, 2019.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by the Township Manager and the President of the Association, attested by their respective secretaries and their corporate seals to be placed hereon.

**FOR THE TOWNSHIP OF ROXBURY:**

**FOR THE ASSOCIATION:**

*John M. Sheehan* 12/18/19  
TOWNSHIP MANAGER

*S. C. [Signature]* 12-10-19  
PRESIDENT

*Doreen C. [Signature]* 12/18/19  
SECRETARY Township Clerk

*[Signature]* 12-10-19  
MEMBER

**COPY**  
of original on file  
in Clerk's Office  
*[Signature]*

## SCHEDULE A

	<u>2019</u>
Sgt 3	\$131,001
Sgt 2	\$129,500
Sgt 1	\$125,192
Step A	\$120,883
Step 14	\$119,501
Step 13	\$112,199
Step 12	\$107,099
Step 11	\$101,999
Step 10	\$96,899
Step 9	\$91,799
Step 8	\$86,699
Step 7	\$81,599
Step 6	\$76,499
Step 5	\$71,399
Step 4	\$66,299
Step 3	\$61,199
Step 2	\$56,099
Step 1-Probation	\$50,999

COPY

**RESOLUTION NO. 2019-380**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT EFFECTIVE JANUARY 1, 2019 BETWEEN THE TOWNSHIP OF ROXBURY AND ROXBURY PBA LOCAL 311**


**BE IT RESOLVED**, by the Township Council of the Township of Roxbury, in the County of Morris, and State of New Jersey, that the terms and conditions of an Agreement between the Township and Roxbury PBA Local 311 are hereby approved.

**BE IT FURTHER RESOLVED**, that said Agreement shall be effective for the period from January 1, 2019 through December 31, 2019, notwithstanding the date of execution set forth therein.

**BE IT FURTHER RESOLVED**, that the Township Manager and Township Clerk are hereby authorized and directed to execute said Agreement on behalf of the Township.

**ADOPTED:** December 17, 2019

Attest:

  
Amy E. Rhoad, RMC  
Township Clerk

JMS/Manager