

**AGREEMENT  
BETWEEN**

**TOWNSHIP OF ROXBURY**

**and**

**ROXBURY PBA LOCAL 311  
SUPERIOR OFFICERS UNIT**

**JANUARY 1, 2016 TO DECEMBER 31, 2019**

## PREAMBLE

This Agreement entered into this 15<sup>th</sup> day of March, ~~2016~~<sup>2017</sup>, 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 Superior Officers Association (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 years 2016 through 2019.

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

## 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.
2. 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.

## IV. HOURS AND OVERTIME

### A. Hours

All Superior Officers 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. Overtime

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 Superior Officers up to a limit of Thirteen Thousand Three Hundred Dollars (\$13,300.00). Thereafter, the Superior Officer shall be entitled to compensatory time. All overtime starting on the quarter-hour has to have the approval of the Chief of Police or, in this/her absence, the officer in charge, and shall be paid to the nearest quarter (¼) hour.

1. Each individual's overtime rate (time and one-half) shall be calculated by taking said employee's base salary, dividing by 2,080 and then multiplying the sum by 1.5 = Overtime.
2. Overtime for regularly scheduled shifts and details will be offered to members first in an order of preference based upon a rotating seniority roster with off-duty personnel being given preference. Seniority for the purpose of overtime means Rank and then time of service to the Township. There may be certain situations in which the Department, because of special skills or attributes of a particular officer, determines that it is in the best interest of the Township to bypass an employee or employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee or employees must become next on the list for the purposes of the overtime roster.
3. 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.

- b. 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.
- c. 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.

#### 7. Free Overtime List

- a. "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 Section 1 through 3 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.
- b. "Free Overtime" may be requested by responding officers as:
  - i. A full shift/detail (the officer requesting the overtime will take the entire free shift/detail) or;
  - ii. A split shift (the officer is only requesting to take half the free shift/detail).
  - iii. 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.
- c. 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.

10. 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 (1½) 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 (hours) hours pay at time and one-half (1½). The purposes for which such a member may be called shall be at the discretion of the superior officer in charge.
11. Members who are the subject of a disciplinary hearing shall be eligible for overtime only if the charges are dismissed.
12. On-call personnel will be provided with an automobile, if available, in order to respond to emergencies.
13. On-call stipend is hereby eliminated.

## **VI. EDUCATIONAL BENEFITS**

### **A. Outside Seminars**

1. 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 VII.

### **B. Educational Stipend--eliminated**

### **C. Time Off**

1. 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.
2. 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.

### **D. Job-Assigned School**

1. 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.

## VIII. MEDICAL AND DEATH BENEFITS

### A. Health Benefits

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.
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.
3. All employees shall contribute towards the cost of health benefits in accordance with current state laws or Township policy. 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.
4. Employee who voluntarily elect not to participate in the Township’s health insurance plan will receive a bonus 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. 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.
5. Health contributions and waiver payouts are prescribed by current or amended State statute.



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

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.

## XI. 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 ninety-six (96) 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. 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

## **XII. LONGEVITY**

INTENTIONALLY DELETED

## **XIV. 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.

**STEP THREE:** 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 SOA, 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.
  - A. The parties shall equally share the Arbitrator's fee and reasonable expenses. All other costs shall be borne by the party incurring such costs.
  - B. 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.
  - C. 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.
  - D. A group grievance of more than one (1) employee shall be signed by each aggrieved employee or the Police Department identifying the aggrieved.
  - E. 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 agreeable times.

## **XVII. 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.
- 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.

## **XXI. DURATION**

This Agreement shall become effective January 1, 2016 and shall continue in effect through December 31, 2019.



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

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

**FOR THE TOWNSHIP OF ROXBURY:**

**FOR PBA LOCAL NO. 311 –  
SUPERIOR OFFICERS' S UNIT**

  
\_\_\_\_\_  
TOWNSHIP MANAGER

  
\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
MEMBER

765418v1  
Date: 3/15/17

**MEMORANDUM OF AGREEMENT**

**Township of Roxbury and PBA Superior Officers Local 311**

The Township of Roxbury (the "Township") and the Roxbury PBA Superior Officers Local 311 negotiations committee on this \_\_\_\_ day of September 2016, agree to amend the terms of their collective negotiations agreement that expired on December 31, 2015 and recommend the ratification of the following terms:

1. Article XXI (Duration). Four (4) year term from January 1, 2016 through and including December 31, 2019.
2. Article III (Salaries) Section C – Amend to provide that PBA members shall receive the following salary increases:

	*2015	2016	2% / 2017	2% / 2018	1.75% / 2019	Yearly Average (Over 4 years)
Captain	\$159,206	\$163,626	\$166,899	\$170,236	\$173,216	2.2%
Lt. Eckert	\$145,623	\$149,726	\$152,721	\$155,775	\$158,501	2.2%
Lt. Murray	\$147,006	\$151,137	\$154,160	\$157,243	\$159,995	2.2%
Lt. Adone	\$147,606	\$151,737	\$154,772	\$157,867	\$160,630	2.2%

This includes salary, longevity and education. Rolls in on-call stipend of \$2,250 in 2016.

The wage guide for future members of the unit would be:

	2016	2% / 2017	2% / 2018	1.5% / 2019	Yearly Average (Over 3 years)
Lieutenant	\$144,993	\$147,893	\$150,851	\$153,868	2.0%
Captain	\$158,644	\$161,817	\$165,053	\$168,354	2.0%

3. Article IV (Hours and Overtime) Section B.6 – Eliminate on-call stipend.
4. Article IV (Hours and Overtime) Section B. Add the following to this section after #3..
  4. Staffing Shortage Overtime List
    - a. This is overtime to fill patrol minimum staffing needs 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 4.
      - 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 4.

5. Supervisor Overtime List

- a. 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.
- b. Supervisor Overtime will be filled utilizing the "Supervisor Overtime" list.
- c. 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).

6. Detail Overtime List

- a. The "Detail Overtime" list will be used for all overtime not covered in Sections 1 and 2 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.
- b. 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.
- c. 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.

7. Free Overtime List

- a. "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 Section 1 through 3 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.

- b. "Free Overtime" may be requested by responding officers as:
  - i. A full shift/detail (the officer requesting the overtime will take the entire free shift/detail) or;
  - ii. A split shift (the officer is only requesting to take half the free shift/detail).
  - iii. 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.
- c. 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.
- d. 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.
- e. 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.

#### 8. Procedural Disputes or Issues

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

- b. Once a request to revert back to the previous rotating list system is made, and while negotiations are ongoing, the SOA 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.
  - c. 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. Article VI (Educational Benefits) Section B – Eliminate educational stipend.
6. Article V (Leave) – Increase personal days to three (3).
7. Article VII (Expenses) Add Section E to state The Township will not provide employees reimbursement for purchase or use of a mobile phone.
8. Article XII (Longevity) – Eliminate longevity
9. All other terms, conditions and employment and collective negotiations agreement between the Township and Superiors which expired on December 31, 2015 shall otherwise remain full force and effect except as modified herein.
10. This Memorandum of Agreement is subject to ratification by the Township's Council and the membership of PBA Superior Officers Local 311 collection negotiations unit. Subject to the foregoing sentence, the undersigned hereby represent that they are authorized by the respective principles to enter into this Agreement.
11. Upon this Memorandum of Agreement being ratified by both the Township and PBA Superior Officers Local 311, the Township shall prepare a Collective Negotiations Agreement incorporating the terms of this agreement.
12. This Memorandum of Agreement represents the entire agreement of the parties as to all issues. Any and all proposals and counterproposals not contained herein are deemed withdrawn and void. No other agreements between the parties shall be enforceable.


FOR TOWNSHIP OF ROXBURY

FOR PBA LOCAL NO. 311  
SUPERIOR OFFICERS UNIT



Christopher Rath  
Township Manager

9/20/2016  
DATE



9/20/16  
DATE