

1690

**AGREEMENT  
BETWEEN  
TOWNSHIP OF ROXBURY  
AND  
ROXBURY PBA LOCAL 311**

---

**JANUARY 1, 1994 THROUGH DECEMBER 31, 1996**

---

**WHIPPLE, ROSS & HIRSH, P.A.  
9 CAMPUS DRIVE  
PARSIPPANY, NEW JERSEY 07054  
(201) 538-5500**

~~Check-index~~

INDEX

	PREAMBLE . . . . .	1
I.	RECOGNITION. . . . .	2
II.	EMPLOYEE RIGHTS. . . . .	3
III.	SALARIES . . . . .	4
IV.	HOURS AND OVERTIME . . . . .	6
V.	HOLIDAYS . . . . .	9
VI.	EDUCATIONAL BENEFITS . . . . .	11
VII.	EXPENSES . . . . .	14
VIII.	MEDICAL AND DEATH BENEFITS . . . . .	15
IX.	SICK LEAVE AND LEAVES OF ABSENCE . . . . .	17
X.	WORK INCURRED INJURY . . . . .	19
XI.	VACATIONS. . . . .	20
XII.	LONGEVITY. . . . .	22
XIII.	CLOTHING ALLOWANCE AND EQUIPMENT . . . . .	23
XIV.	RETIREMENT BENEFITS. . . . .	25
XV.	GRIEVANCE PROCEDURE. . . . .	26
XVI.	MANAGEMENT RIGHTS. . . . .	30
XVII.	PERSONNEL FILES. . . . .	31
XVIII.	ASSOCIATION DUES & REPRESENTATION FEE. . . . .	32
XIX.	MISCELLANEOUS. . . . .	33
XX.	WORK IN HIGHER RANK. . . . .	35
XXI.	DURATION . . . . .	36
	SCHEDULE A . . . . .	37

PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995, 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"), represents the complete and final understanding on all bargainable 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 1994, 1995 and 1996.

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.

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.

**III. SALARIES**

During the term of this Agreement members will be paid according to Schedule A annexed.

A. ~~Patrolmen~~ <sup>Officers</sup> who are promoted to Sergeant shall advance to Sergeant pay and will be considered on probation for six (6) months.

B. 1. <sup>Officers</sup> ~~Patrolmen~~ who are paid on Step 1 through Step 5 in any year will advance to the next Step on January 1 of each year automatically. Years of Service do not correspond to Step number.

2. <sup>Officers</sup> Probationary ~~Patrolmen~~ will be advanced to the next Step upon completion of one full year's service, and shall have their salary prorated accordingly.

Employees hired in the first half of a calendar year (January 1 through June 30) shall spend one full calendar year in the probationary Step and at the end of that first full calendar year shall advance to the next Step. On all January 1sts thereafter, said employee shall advance one Step until reaching maximum.

**EXAMPLE:** Employees hired April 1, 1994 shall be at the probationary Step until March 31, 1995, at which time said employee shall move to Step 2. On January 1, 1996 said employee shall advance to Step 3.

Employees hired on July 1 on through in a calendar year shall remain in the probationary Step for a twelve (12) month period and thereafter advance to the next Step. Six (6) months following said move (18 months of employment) said employee shall advance to the next Step. On each January 1 thereafter said employee shall

advance one step until reaching maximum.

EXAMPLE: Employees hired August 1, 1994, stay at the probationary Step until July 31, 1995, at which time said employee advances to Step 2. On February 1, 1996 said employee advances to Step 3. On January 1, 1997 and each January 1st thereafter, said employee shall advance one Step until reaching maximum.

C. Former members not employed on the date this contract is executed shall not be eligible for improved benefits, salaries provided herein.

D. During the term of this Contract, Police Officer salaries will be increased as follows:

1994 -	4.5%
1995 -	4.5%
1996 -	4.5%

IV. HOURS AND OVERTIME

*Patrol Officers*

A. All Patrolmen 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 Patrolmen and Sergeants. All overtime starting on the quarter-hour has to have the approval of the Chief of Police or, in his absence, the officer in charge and shall be paid to the nearest quarter-hour.

*Patrol Officers*

2. All on-call personnel shall receive Six Hundred (\$600.00) Dollars 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.

3. Each eligible individual's overtime rate (time and one-half) shall be calculated by adding said employee's base salary together with applicable longevity and educational incentive, dividing by 2,080 and then multiplying the sum by 1.5.

$$\frac{\text{Base} + \text{Longevity} + \text{Educational incentive}}{2,080} \times 1.5 = \text{Overtime Rate}$$

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 first in an order of preference based upon a rotating seniority roster with off-duty personnel being

given preference. There may be certain situations in which the Department, because of special skills or other 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.

The purpose of this clause is to equalize overtime among employees. Non-availability or refusal of overtime shall count as a turn on the rotating overtime roster. The shift commander shall be responsible for the overtime roster and shall furnish a copy to the Chief.

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 any purpose where his or her response or presence is mandatory, the member shall be paid a minimum of three (3) hours pay at time and one-half (1½), for the call out time. 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.

**Y. HOLIDAYS**

~~EFFECTIVE 1995~~

Twelve (12)

A. All members shall be granted ~~sixteen (16)~~ paid holidays per year, ~~eight (8)~~ <sup>SIX (6)</sup> between January and June and ~~eight (8)~~ <sup>SIX (6)</sup> between July and December.

B. The off-duty time for holidays and personal days in Article V (A) and V (C) shall be taken in accordance with a schedule established by the Chief of Police.

C. The Township agrees to give each member two (2) personal holidays a year for the performance of personal obligations.

EXAMPLE: Funeral of a friend, wife has a baby, etc.

The personal holidays 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 holidays are not taken before the end of the year, the holidays will not be rescheduled the following year.

D. Members shall be permitted to have off-duty time in lieu of all paid holidays in accordance with Section B of this article and must be scheduled for a minimum of four (4) off-duty days per six (6) month period (January - June and July - December). Off-duty days in lieu of holidays may be requested and scheduled on a consecutive basis in accordance with the manpower needs of the Department. Members shall be paid for all holidays in excess of the four (4) required off-duty days not taken per six (6) month period. Each member may elect to have either one (1) or two (2) lump sum payments annually for holidays earned but not taken. The member may elect to receive payment for actual days not taken in

June and December or to receive his full annual payment in a single check in either June or December. If the member elects to receive a single lump sum payment for holidays not scheduled on off-duty days, he shall indicate the month in which he is to be paid (June or December) prior to May 15 of each year in writing to the Township Manager. The ~~can~~ increase from six (6) to eight (8) OFF DUTY DAYS IN LIEU OF HOLIDAYS is effective January 1, 1995.

~~has not been revised to reflect the increase from 6 to 8 days pay in lieu of time off effective 1-1-95~~

~~GENDER ISSUE~~

**VI. EDUCATIONAL BENEFITS**

A. The Township agrees to loan to a member one hundred (100%) percent of the cost of all tuition and books for a member enrolled in courses required for and taken in conjunction with an Associate of 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 SIX (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 performing 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 their 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. The Township agrees to pay the cost of outside seminars that a member may attend to advance <sup>her</sup> his 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.

E. The Township agrees to increase a member's base pay, prorated on an annual basis, Six Hundred (\$600.00) Dollars for

successful completion of a two (2) year Associate or Baccalaureate Degree in Police Science. The Township agrees to increase a member's annual base pay, prorated on an annual basis, One Thousand Two Hundred (\$1,200.00) Dollars for successful completion of a four (4) year Bachelor of Science degree with a major in Criminal Justice. Effective January 1, 1996, these amounts shall be increased to Eight Hundred (\$800.00) Dollars and Fourteen Hundred (\$1,400.00) Dollars respectively. 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.

F. 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.

G. 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.

H. Police Officers are required to attend a maximum of four - eight hour, in-service training programs annually. The schedule will include eight hours per quarter on a "use or lose" basis.

I. Convention Attendance - One delegate and one alternate will be permitted to participate.

**VII. EXPENSES**

members

A. The Township shall reimburse all policemen 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 twenty-five (25) cents per mile 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 - \$5.50
- Lunch - \$7.50
- Dinner - \$8.50

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 (\$10.00) Dollars per day.

**VIII. MEDICAL AND DEATH BENEFITS**

**A. Health Benefits:**

The employer agrees to provide and cover all employees within the bargaining unit, including their dependents, with the following health benefits, offered to other Township employees, upon completion of the necessary application forms by the member:

1. Blue Cross/Blue Shield, Rider J, 1420 Plan
2. Major Medical
3. Prescription Drug Plan (effective September 1, 1992, \$5 employee contribution per prescription)
4. Dental
5. Vision Care

The items shown above are for full family coverage. The Township will pay any additional premium for an employee and dependents for the above cited benefits during the terms of this contract. The Township reserves the right to change carriers as long as equivalent benefits are provided. The monthly cost for single and spouse-only coverage will be paid at the rate established by the health benefit provider.

**B. Death Benefits:**

The widow/widower or Estate of any deceased employee shall receive benefits as follows:

1. All salary earned but unpaid at the time of death.
2. Any accumulated sick leave reimbursement that may be provided in this contract.
3. Any unused earned vacation pay.
4. Any unused holiday pay.

5. Any unused earned 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.

### IX. SICK LEAVE AND LEAVES OF ABSENCE

A. All members shall be entitled to sick leave of twelve (12) days 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:

All members covered by the Agreement as of January 1, 1987 shall be entitled to convert unused sick leave benefits accrued during the period extending from commencement of their employment to the close of their employment at the rate of Fifteen (\$15.00) Dollars per day to be paid at the time of retirement or at the time of death, whichever may first occur. Effective January 1, 1996, this rate shall be increased to Twenty-Five (25%) Percent of their unused sick leave days at the 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.

C. In the case of death in a member's immediate family-wife *or husband*, child, mother, father, sister or brother, stepmother or stepfather, 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 *or herself* himself and the dates upon which *she* he 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.

D. In case of death of a relative 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.

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.

**X. 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 Worker's 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 <sup>she</sup> he 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 <sup>she</sup> he 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 judgement in the Division of Worker's Compensation, establishing such further period of disability and such findings by the Division of Worker's 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 Worker's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

**XI. VACATIONS**

A. Vacations are granted on a calendar year basis and shall be earned and taken from January 1 to December 31; however, vacation time may be carried over until January 31 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 ten (10) days during the first calendar year.

1 year but less than 6	
full years of service.....	10 days
6 years of service.....	11 days
7 years of service.....	12 days
8 years of service.....	15 days
9 years of service.....	16 days
10 years of service.....	17 days
11 years of service.....	18 days
12 years of service.....	19 days
13 years of service.....	20 days
14 years of service.....	21 days
15 years of service.....	22 days
16 years of service.....	23 days
17 years of service.....	24 days
18 years of service.....	25 days

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 1 of the calendar year. Members shall notify the Chief of Police of their requested vacation schedule by March 15, although vacations may be taken at any time during the year. If a member should terminate employment during the year, the amount of actual vacation to which <sup>she</sup> ~~he~~ 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 <sup>her</sup> ~~his~~ accrued but unused

<sup>/she</sup>  
vacation or ~~he~~ shall reimburse the Township for unaccrued but used vacation.

D. The Township reserves the right to schedule vacations in accordance with the ~~manpower~~ <sup>STAFFING</sup> 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~~ <sup>/she</sup> is transferred to another squad, except in emergency conditions.

**XII. LONGEVITY**

A. Increments of additional pay because of continuous time in service with the Roxbury Police Department shall be as follows:

<u>Years of Service</u>	<u>Percentage Longevity</u>
Commencing the 6th year of service	2% of base annual wage
Commencing the 11th year of service	3% of base annual wage
Commencing the 16th year of service	4% of base annual wage
Commencing the 21st year of service	5% of base annual wage

B. In calculating the time period for longevity, the following example demonstrates the methodology:

Beginning employment with the Township - July 1, 1987;  
eligible for longevity - July 1, 1992.

Longevity payments for the first year and all changes thereafter shall be prorated on an annual basis and added to the base salary of the employee.

C. For the purpose of calculating longevity, the term "continuous time in service" shall include time spent on disability leave, sick leave, leave of absence authorized by the Township, or military service pursuant to the law which military service occurs after the initial date of employment.

**XIII. CLOTHING ALLOWANCE AND EQUIPMENT****A. Clothing Allowance -**

1. Effective January 1, 1994, the clothing allowance for all Police Officers (employed more than two (2) years) shall be Five Hundred Seventy-Five (\$575.00) Dollars. First and second year <sup>Police Officers</sup> ~~Patrolmen~~ shall receive a Six Hundred (\$600.00) Dollar clothing allowance per year.

2. Members shall be permitted to purchase uniforms from suppliers who meet the Township's uniform specifications. Members shall be provided the amount of money stipulated in Section A(1) above for these uniform purchases. By November 1st, each member must present to the Chief of Police, receipts for all purchases made from this uniform allowance. These receipts must indicate the supplier, date and a detailed description of the item purchased; a notation that purchase was paid and the member's name. The only purchase that can be made from this uniform allowance are those items of clothing and equipment approved for use in the Roxbury Police Department by the Chief of Police. If a member cannot supply approved, properly executed receipts for appropriate uniform purchases, the Township shall deduct from the member's salary in November and/or December, a sum of money sufficient to make up the difference between the approved receipts and the allowance stipulated in Section A(1) above.

3. If a member shall leave employment with the Roxbury Police Department during a calendar year, <sup>she</sup> ~~he~~ must return to the Chief of Police, all unexpended uniform allowance funds and all

purchases made with the uniform allowance for the current year, as well as all uniforms purchased in the past year with the Township's uniform funds. The final paycheck of the member and any leave reimbursement will be withheld until this provision is complied with.

B. Members shall receive a clothing maintenance allowance of Four Hundred (\$400.00) Dollars per year. The clothing maintenance allowance is payable in equal installments on June 30 and December 31. Members shall not be entitled to the clothing maintenance allowance during the periods of sick leave, disability leave, or unpaid leave of absence in excess of two (2) consecutive weeks.

C. All other equipment shall be replaced by the Township that may wear out. These items are not considered to be part of the clothing allowance, such as holsters, weapons, and other material that is in this category. Items to be replaced must have the approval of the Chief of Police.

D. 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.

E. The Township will supply 9mm. ammunition for department weapons.

**XVI. 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.

**XV. 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 or 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 the 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 designees 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 <sup>herself</sup> ~~himself~~ to the issue submitted to <sup>her</sup> ~~him~~ as well as the definition of grievance contained herein and

shall consider nothing else. <sup>1/she</sup> He 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 Association 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.

**XVI. 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.

**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 <sup>her</sup> his 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 <sup>her</sup> or <sup>her</sup> his actions is to be placed in <sup>her</sup> his personnel file, a copy shall be made available to <sup>her</sup> him and <sup>she</sup> he shall sign the file copy to acknowledge that it has been made available to <sup>her</sup> him. The Officer shall be given the opportunity to rebut it if <sup>she</sup> he so desires, and <sup>she</sup> he shall be permitted to place said rebuttal in <sup>her</sup> his 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.

**XVIII. ASSOCIATION DUES & 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. Any permanent Police Officer covered by the provisions of this Agreement who does not join the Roxbury Policemen's Negotiation Association shall, in accordance with the provisions of N.J.S.A. 34:13A-5.5, pay a representation fee to the Roxbury PBA Local 311 by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular dues, fees and assessments as certified to the Township by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments.

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.

**III. MISCELLANEOUS**

A. The Township shall institute and maintain a program whereby employees covered by this Agreement may subscribe to purchase United States Savings Bonds.

B. The Chief of Police at his discretion shall fairly rotate schools and job training among the <sup>OFFICERS</sup>~~police~~ of Roxbury Township, to the benefit of the Department's operation.

C. Each member of the Police Department shall be given a complete physical examination at Township expense, annually. The annual physical examination shall be performed by a New Jersey doctor selected by the Township and agreed to by the PBA.

D. The Township shall provide false arrest coverage for all members of the Police Department.

E. 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.

F. 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.

G. Whenever the term "Chief of Police" is used it shall mean the Chief Executive Officer of the Department, or in his<sup>her</sup> absence, his<sup>her</sup> duly designated representative.

H. PBA Local 311 shall have the right to have a member serve as a delegate to the State 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.

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

J. 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.

K. 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.

**XX. 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 absence of a Sergeant if so assigned by the Chief and the Lieutenant assumes all duties of a shift supervisor.

**XII. DURATION**

This Agreement shall become effective January 1, 1994 and shall continue in effect through December 31, 1996.

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:**

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

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
SECRETARY

**SCHEDULE A**

	<u>1994</u>	<u>1995</u>	<u>1996</u>
STEP 1	29,134	30,445	31,815
STEP 2	31,265	32,672	34,142
STEP 3	34,108	35,643	37,247
STEP 4	38,609	40,346	42,162
STEP 5	46,189	48,267	50,440
SERGEANT	<del>50,444</del>	<del>52,714</del>	<del>55,086</del>
	<del>48,278</del> + 993 - 1 50,451	52,721	55,093
	46 0/10		