

A G R E E M E N T

BETWEEN

THE BOROUGH OF ROSELLE

AND

**ROSELLE POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL NO. 99**

JANUARY 1, 2004 THROUGH JUNE 30, 2008

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TABLE OF CONTENTS

ARTICLE		PAGE NO.
I	RECOGNITION	
II	MANAGEMENT RIGHTS	2
III	COMPENSATION	3
IV	WORK SCHEDULE	4
V	TIME OFF	13
VI	BENEFITS AND ORDINANCES	21
VII	CLOTHING AND EQUIPMENT	26
VIII	GRIEVANCE PROCEDURE	28
IX	ARBITRATION	31
X	HEALTH BENEFITS	33
XI	LEGAL REPRESENTATION	35
XII	BULLETIN BOARD	37
XIII	RULES AND REGULATIONS	38
XIV	MAINTENANCE OF OPERATION	39
XV	SEPARABILITY AND SAVINGS	40
XVI	REPRESENTATION FEE	42
XVII	EMPLOYEE RIGHTS	43
XVIII	MISCELLANEOUS	47
XIX	RETENTION OF BENEFITS	49
XX	TERM OF AGREEMENT	50
	APPENDICES A THROUGH D	51

ARTICLE I
RECOGNITION

- A. The Borough hereby recognizes the P.B.A. as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., for collective negotiations concerning terms and conditions of employment for all police officers employed by the Borough, excluding the Chief of Police, Police Captains and Police Lieutenants, as well as all other employees of the Borough of Roselle.
- B. Unless otherwise indicated, the terms "Officer", "employee", or "employees", whenever used in this Agreement, refer to all persons represented by the P.B.A. in the above defined bargaining unit.

ARTICLE II

MANAGEMENT RIGHTS

Except as modified by this Agreement, the Borough expressly reserves and retains all of the statutory, common law and administrative rights to the management and operation of the Roselle Police Department that it possessed prior to the effective date of this Agreement. Nothing herein contained shall affect the statutory and common law rights of the members of the Roselle Police Department.

ARTICLE III

COMPENSATION

A. BASE SALARIES

1. Base salaries for all officers hired before January 1, 2000, are set forth in Appendix A. The following definitions apply to Appendix A:

a. "Probation" is defined as "an Officer's date of hire to three (3) months following successful completion of accredited schooling."

b. "Fifth Grade" is defined as "commencing on an Officer's first year of employment after completion of the probationary period."

c. "Fourth Grade" is defined as "commencing on an Officer's second year of employment after completion of the probationary period."

d. "Third Grade" is defined as "commencing on an Officer's third year of employment after completion of the probationary period."

e. "Second Grade" is defined as "commencing on an Officer's fourth year of employment after completion of the probationary period."

f. "First Grade" is defined as "commencing on an Officer's

fifth year of employment after completion of the probationary period."

2. Base salaries for all officers hired on or after January 1, 2000 but before January 1, 2004, are set forth in Appendix B. The following definitions apply to Appendix B.

- a. "Fourth Grade" begins 2nd year from date of employment.
- b. "Third Grade" begins 3rd year from date of employment.
- c. "Second Grade" begins 4th year from date of employment.
- d. "First Grade" begins 5th year from date of employment.

3. Base salaries for all officers hired on or after January 1, 2004, are set forth in Appendix C. The following definitions apply to Appendix C.

- a. "Sixth Grade" begins 2nd year from date of employment.
- b. "Fifth Grade" begins 3rd year from date of employment.
- c. "Fourth Grade" begins 4th year from date of employment.
- d. "Third Grade" begins 5th year from date of employment.
- e. "Second Grade" begins 6th year from date of employment.
- f. "First Grade" begins 7th year from date of employment

B. SERGEANT RANK DIFFERENTIAL

1. Sergeant's Except as provided below, a Sergeants' base

salary shall be 15.00% above the base salary of a first grade patrol officer.

2. For all Sergeants promoted after May 22, 2001:

-- Promotion through first year: their base salary shall be 10% above the base salary of a first grade patrol officer.

-- Beginning of Second Year: their base salary shall be 12.5% above the base salary of a first grade patrol officer.

-- Beginning of third year: their base salary shall be 15% above the base salary of a first grade patrol officer.

C. DETECTIVE STIPEND

\$1,300 (added to base)

D. PAYMENT

All Officers covered by this Agreement, shall be paid on a regular and scheduled basis. The annual salary of an officer will be divided by the number of pay dates in a year and shall be based on annual work hours of 1950. Authorized overtime compensation will be paid at the first opportunity after the overtime has been reported, i.e., all overtime reported in a pay cycle will be included in the paycheck for that cycle.

1. The official payday shall be every Friday. At the sole discretion of the Borough paychecks may be issued prior to Friday.

The date on which paychecks are distributed shall not affect the date on which electronic (direct) deposits are executed or confirmed by the receiving depository. Upon 30 days notice to the PBA and the bargaining unit members, the Borough may implement a bi-weekly payroll. If the Borough elects to implement a bi-weekly payroll, tax withholding shall be adjusted by the Borough to be on a bi-weekly basis.

2. No retro pays or special pays, i.e. sick incentive, etc., shall be provided during a week in which the scheduled payday fall on a holiday, during a pay period that is a "free pay" or during a pay cycle in which the payday falls within the first week of January or July.

3. The Borough shall provide to the PBA a schedule of all salary adjustments resulting from negotiated increases, step adjustments or longevity changes prior to December 20th of the same year.

E. OVERTIME

1. Overtime Salary - All Officers covered by this Agreement, shall be compensated for all overtime worked, at time and one-half (1-1/2) their regular hourly rate of pay. For compensation in accordance with this paragraph, said hourly rate shall be based on a thirty-seven and one-half (37-1/2) hour work week. Overtime shall be defined as any work in excess of or in addition to a police officer's

regularly assigned shift.

2. Compensatory Time - Officers shall be allowed to take compensatory time off in lieu of pay for overtime worked. Compensatory Time shall be at 1-1/2 time for the time worked. The Department may not force an Officer to accept compensatory time instead of pay and overtime shall not be distributed based on a Officer's decision to take compensatory time. Use of compensatory time shall be subject to the approval of the Chief or his designee and pursuant to the Fair Labor Standards Act and law.

Each Officer shall have the option to cash-in accrued compensatory time twice annually (First week of June and first week of November) to a maximum of 80 hours per year. To be eligible, the officer shall provide the Borough with 60 days' notice of June 1 and November 1 of his intent to cash-in comp. time. The Borough, at its option, may pay an officer at his rate of pay for all hours in excess of 220. Payments shall be made in the first pay period of July for the June cash-in and the first pay period in December for the November cash-in at the rate of pay in effect at the time of cash-in.

3. Call-In/Minimum Payment

a. In the event that any Officer is called in for duty during his off-duty time, he shall be compensated for a minimum of three (3) hours work, or for all time worked, at time and one-half (1-1/2) their regular hourly rate of pay, whichever is greater.

b. In the event that any off-duty Officer is required as a result

of the performance of his duty, to appear in any court, Grand Jury, or any administrative hearing (including attendance as a witness at disciplinary hearings), the police officer shall receive time and one-half (1-1/2) their regular hourly rate of pay, with a three (3) hour minimum of time or payment, except that any officer who is brought up on disciplinary charges shall not be paid for such time spent at his/her disciplinary hearing unless the officer is found not guilty. Once an Officer's case or testimony is disposed of for the day, he shall be entitled to go off-duty unless his regular shift has commenced, except that an Officer may be retained as the court officer by the Chief or his designee. The court officer assignment shall be offered in seniority order, until reaching the Officer with the lowest seniority. Except in emergency circumstances, Officers who have court duty shall not be required to perform non-court duties.

4. **Traffic Safety Officer:** The Traffic Safety Officer shall receive three (3) hours of compensatory time for each on-call assignment.

F. LONGEVITY

1. All employees covered by this Agreement shall be paid as hereinafter fixed and determined, longevity pay based upon length of service from date of hire of such employees according to the following schedule:

- a. First day of the 6th year of service through 10th year of service 2 percent

- b. 11th through 15th year of service 4 percent
- c. 16th through 20th year of service 6 percent
- d. 21st through 24th year of service 8 percent
- e. Beginning of the 25th year of service and over 10 percent

2. Longevity shall be based upon the annual base salary of each employee including detective allowances, exclusive of any hospital and medical insurance contributions.

3. A year of service shall be any year in which the employee has worked or been paid for an average of at least thirty-seven and one-half (37-1/2) hours per week.

4. In calculating longevity, the base salary in effect on the anniversary date of full time employment with the Borough shall be used for such purpose. The dates of calculation, however, shall be January 1st and July 1st, with all anniversaries falling between January 1st and June 30th, becoming effective January 1st, and all anniversaries falling between July 1st and December 31st, becoming effective July 1st.

5. All employees covered by this agreement and hired subsequent to March 20, 1975 shall be entitled to and receive longevity compensation in the same manner as those employees receiving longevity compensation who were hired prior to March 20, 1975.

6. All officers hired on or prior to May 22, 2001 who have

prior law enforcement experience and were PTC and/or Academy Certified prior to becoming employed as a police officer with the Borough of Roselle, shall receive credit for their prior service when calculating years of service for longevity.

7. Longevity shall be paid in equal installments with the regular payroll cycle. Longevity shall be included in pension, hourly rate, overtime rate, and holiday pay.

G. HOLIDAY PAY

1. Each officer shall be paid at his regular hourly rate of pay for fourteen (14) holidays. All holidays are to be included in base salary after adding each years' salary increases. Holidays shall be included in pension, but not overtime rate. Holiday pay shall be paid equally in each paycheck.

2. Regardless of the schedule worked as provided herein, holiday pay shall be calculated upon a thirty-seven and one-half (37-1/2) hour work week. (Pay for 10-3/4 hrs. per each holiday = 150.5 total hrs.)

H. PHYSICAL FITNESS INCENTIVE (NOT ADDED TO BASE)

1. All employees who sign up and are evaluated for the physical fitness incentive program shall receive a non-base stipend.

The evaluation shall be paid for and provided by the Borough and shall consist of:

a. Blood Pressure Test.

- b. Weight analysis.
- c. Cholesterol Test.
- d. Heart Rate Test.

2. Employees who were at normal test levels in 2003, 2004, 2005, 2006, and 2007 shall receive a non-base stipend of \$350.00, each year.

Employees who are not at normal test levels in one or more categories in the listed years must show improvement in one of the categories of deficiency in the re-evaluation to receive the \$350.00 non-base stipend. To show improvement in the weight category, an employee must show at least a five (5) pound reduction at re-evaluation. To show improvement in the other categories, the employee must show at least a ten (10%) percent reduction in the area of deficiency.

The re-evaluation shall take place in the month of October and the stipend shall be paid to the employee immediately after the employee receives a successful result.

ARTICLE IV

WORK SCHEDULE

A. FOUR AND FOUR SCHEDULE

1. SHIFT -

1. Each Officer assigned to the Patrol Bureau shall work a "work day" or "shift" consisting of ten and three-quarter (10-3/4) hours. However, fifteen (15) minutes of each work day shall not be worked at that time but shall be credited to an accumulative annual training time bank. Said bank time shall be administered in accordance with the hereafter contained Section F of this Article.

2. Shift selection shall be done based on seniority and assignment. Officers shall select shifts in order of most senior to least senior in a given assignment. This pertains only to shift, not platoon. Shift selection shall only pertain to officers who have successfully completed field training. Officers undergoing field training shall be assigned by the Chief based on training needs.

2. TOUR OF DUTY - Officers assigned to the Patrol Bureau shall work four (4) consecutive days on duty followed by four (4) consecutive days off duty.

3. Officers shall be permitted, with the prior written approval of the Chief of Police or his designee, to voluntarily switch shift time slots during the calendar year with another Officer of the Department within the same division and of the same rank. Said switch may be temporary or permanent, depending upon the agreement

made between the involved officers.

4. The Chief may change any employee's shift only for reasons stated below and only in accordance with the following procedure:

a. Except in a bona fide police emergency, an employee must be provided at least eight (8) days' notice of an impending shift change.

b. The employee must be provided with the reason(s) for said change. Once the reason for the change has been satisfied, the employee must be returned to the original shift, if the employee so desires.

c. Changes made in accordance with subsection a and b, above, must be in complete tour blocks of four (4) days. Employees must work four (4) consecutive days of the same shift.

d. Reasons for an administrative shift change may be due to long term absenteeism and manpower needs on another shift, schooling as may be provided by an agency outside of the Roselle Police Department, bona fide public safety needs (which must be listed and must be concrete), a specifically needed skill for a specific task (until such time as the task is completed), or for disciplinary reasons as provided for herein after.

e. Shift changes made for disciplinary reasons must follow written charges as with all other disciplinary actions, and must be followed with a hearing in accordance with the contract, N.J.S.A. 40A:14-147 and Merit System Board Rules, and can be issued

only in situations that relate to the Officer's shift as a reason for the initial disciplinary problem.

f. If the Chief has a need to make a shift change for manpower needs as specified above, he shall ask the senior most officer if he/she is desirous of a shift change, and so on down the seniority list, in an effort to secure a volunteer. Absent a volunteer, the Chief shall switch the most junior available officer into the needed time slot. The Chief may modify the prior platoon schedule to accommodate transition so long as the number of days worked does not exceed the number of days off. For example, if the prior platoon schedule runs from December 28 through December 31 and the new schedule commences January 1 through January 4, the Chief may modify the prior schedule to require the off days to be December 30 through January 2. The Officer will than be required to work January 3 and January 4 on his new platoon. If the change necessitates that more than four (4) days off are given, the excessive time off shall not be "owed".

g. Platoon changes made for disciplinary reasons must follow written charges as with all other discipline, and a hearing must follow in accordance with the contract and N.J.S.A. 40A:14-147, and can only be issued in situations that relate to the officer's platoon as a reason for the initial disciplinary problem.

B. FOUR AND THREE SCHEDULE

1. TOUR OF DUTY - Officers assigned to the Detective Bureau,

Juvenile Bureau, Community Policing School Resource, Traffic/Safety Bureau and the Narcotics Bureau shall work four (4) consecutive days on duty followed by three (3) consecutive days off duty.

2. SHIFT - Each work day/shift shall consist of nine hours and twenty-six minutes (9 hrs. 26 min.). However, fifteen (15) minutes of each work day shall not be worked at that time but shall be credited to an accumulative annual training time bank. Said bank time shall be administered in accordance with the hereafter contained Section F of this Article.

C. MEAL BREAK

Each work day/shift shall include a one-half (½) hour lunch break. Each holiday shall include a one (1) hour lunch break, except in emergency situations.

D. SCHEDULE CHANGES

1. Any Officer granted a day off due to a short swing resulting from a change in the schedule shall be granted that day off without loss of pay. Further no Officer shall be required to work two shifts in the same day. Each unit Officer will have at least eight (8) hours off between shifts.

2. With the exception of training or schooling provided outside the Roselle Police Department or special assignments to outside agencies, there shall be no employee working an eight (8) hour schedule.

E. LATENESS

Each Officer who reports for duty past the designated commencement time shall be penalized by the loss of appropriate pay or compensatory time at the rate of two (2) minutes for each minute beyond the designated commencement time. Notwithstanding the foregoing, with the agreement of an officer held beyond his/her normal shift (said agreement not to exceed two (2) hours), while awaiting the arrival of said tardy Officer, no compensation shall be granted to the held over Officer and no penalty, whatsoever, shall be imposed upon the tardy Officer except as a disciplinary penalty from formal charges. This provision shall not limit the Chief's right to impose discipline.

F. TRAINING BANK

The Training Bank shall operate as follows:

1. A maximum cumulative total of thirty-two (32) hours of "schedule generated" time accrual shall be generated per year. Any training beyond said thirty-two (32) hours shall be compensated in accordance with the overtime provisions contained herein.

2. Said time shall be solely and exclusively used for the following reasons alone:

- a. Fire Arms Qualification
- b. Schooling
- c. In-Service Training

3. Said time bank shall automatically "Zero Out" as of December 31st of each calendar year whether or not management has afforded the opportunity to each Officer to utilize said hours.

a. Any Officer who fails to attend any assigned training program without just cause may be subject to disciplinary action and any unused portion of those assigned hours not deducted may be carried over into the following year.

b. If an Officer is unable to attend a scheduled training session, he shall notify the Training Officer or officer in charge as soon as possible. The oral notice shall be followed by a TF-1 form by the officer on his next scheduled shift.

4. The training bank shall not under any circumstances, be utilized to: augment work duties; deny or restrict work necessitated overtime, court or related appearances as mentioned herein above; secure an officer's appearance at any other special duties, inspections, assemblies, or parades; or for any other purpose except as specified herein above in subsection 2.

5. Utilization of said training bank time must be in minimum of a four (4) hour blocks. That is, any training detail shall commence with a debit of a minimum of four (4) hours from the bank. After four (4) hours, the time debited shall be in one (1) hour blocks, for all or part of the hour used. Furthermore, there shall be no "borrowing" of the following year's time nor shall there be any "carry over" of any unused time beyond December 31st, except as

provided in 3a above.

6. Temporary schedule adjustments for training purposes only will be acceptable provided that: the officer(s) involved are provided a minimum of one (1) full shift's notice of said adjustment; the reason(s) for said adjustment are made known to those affected; the schedules are readjusted to the original alignment once the reason(s) for the adjustment is/are met.

7. When less than one (1) shift's notice is provided, an Officer may be requested or request to substitute for another Officer who is unable to attend a scheduled training. The decision to serve as a substitute when requested is solely at the Officer's option.

G. TIME CHANGE (EDT/EST)

Every officer who is working when a time change occurs shall work his/her standard length shift.

H. DEPARTMENTAL MEETINGS

1. All employees shall be required to attend one (1) department meeting per calendar year called by the Chief.

2. The Department meeting shall be subject to the following criteria:

a. Shall not last more than three (3) hours.

b. Employees who are off-duty and attend the department meeting shall be paid a minimum of three (3) hours at time and one-half (4.5 total hours) of compensatory time.

c. Shall not be held on weekends and contractual holidays.

3. Consistent with past practice, a new Chief shall be entitled to one (1) re-organization meeting which off-duty employees shall attend on their own time.

4. If a departmental meeting is scheduled within one (1) hour of the start or conclusion of an employee's shift, the employee shall be paid for actual time spent at the meeting at 1.5 times his hourly rate.

ARTICLE V

TIME OFF

A. VACATION TIME

Paid vacation days shall be granted to employees according to the following schedule:

1. Vacation Schedule

a. Employees with less than 1 year but with 1 month or more service, shall be entitled to 3/4 working days off per month worked.

	4&4 Schd	4&3 Schd
1 or 2 years service	9 days	11 days
3 or 4 years service	12 days	14 days
Beginning of 5 through 9 years	15 days	17 days
Beginning of 10 through 14 years	16 days	18 days
Beginning 15 through 19 years	18 days	20 days
Beginning of 20 through 24 years	20 days	22 days
Beginning of 25 plus years	22 days	24 days

b. All above references to days shall mean work days.

2. VACATION PAY - Vacation pay may, at the Officer's option, be included with the last regular pay check prior to vacation if sufficient notice of vacation is given. Each Officer shall be responsible for all appropriate deductions on demand.

B. PERSONAL DAYS

1. Upon advance notice, subject to the reasonable approval of the Chief or his designee and in accordance with the procedure

established herein, each Officer assigned to work a 4 & 4 schedule shall be entitled to four (4) personal leave days annually with pay which shall be designated as personal days. Those Officers assigned to work a 4 & 3 schedule shall receive four and one-half (4-1/2) days.

2. Requests for personal day must be submitted to the shift supervisor at least five (5) calendar days prior to the day requested, emergencies excepted. The supervisor shall respond within two (2) administrative workdays, emergencies, excepted.

3. Except in emergencies, all requests for personal leave shall be date and time stamped.

4. Requests shall be granted on a first come first served basis. However, requests submitted on the same day for personal leave on the same shift and date by two (2) or more employees shall be granted in the order of seniority.

5. No requests for personal day leave shall be submitted or accepted more than two (2) months in advance of the requested date.

6. An Officer may retain up to 25 unused personal days. Any officer who currently has more than 25 personal days on the books as of January 1, 2000, shall be permitted to reduce the balance over time, but under no circumstances shall an individual be paid for more than 25 personal days upon retirement.

C. COMPENSATORY TIME

Officers shall be allowed to take compensatory time off in lieu

of pay for overtime worked at their option. Compensatory time shall provided at 1.5 hours for each hour of overtime worked. The Department may not compel an officer to accept compensatory time in lieu of overtime payment. Use of compensatory time shall be subject to the prior written approval of the Chief or his designee.

The Borough and each Officer shall each have the option to buy-down any amount of accrued compensatory time in excess of 220 hours.

These payments shall be made in July for the preceding year at the rate of pay in effect as of June 30th of the current calendar year.

D. BEREAVEMENT DAYS

1. Death in immediate family: Four (4) days off with the Chief's approval. Immediate family includes spouse, child, parent, grandparent, brother, sister, brother-in-law, sister-in-law and mother or father of spouse.

2. Death of other family members: Time off shall be granted from any shift ending on the calendar day of the funeral of aunt, uncle, niece, nephew or grandparent of spouse.

3. The reference to the term "day" in this Article shall mean one (1) full tour of duty regardless of the scheduled worked by the affected employee.

E. CHILDBIRTH

Upon written notice to the Chief, an Officer shall be allowed to save four (4) vacation days to be used, as needed, due to the birth,

placement or adoption of a child.

F. SICK TIME

Officers shall be entitled to unlimited sick time of up to one (1) year.

G. SICK TIME INCENTIVE

Officers shall be entitled to a sick time incentive if they do not utilize sick days during the calendar year.

1. The incentive shall be as defined in the following table:

a. No sick days used in a calendar year, \$500.00 payable in the second paycheck of the following calendar year.

b. For each sick day used during a calendar year, there shall be a reduction of \$100.00 per day, up to a maximum of three (3) days.

c. On the fourth sick day accumulated during the calendar year, the Officer shall not be entitled to receive compensation under the incentive plan.

2. Officers who are on workers' compensation leave shall not be penalized for absences due to on-the-job injury, if said absences do not exceed twenty-four (24) work days.

3. If an Officer is absent for more than twenty-four (24) work days, but less than ninety-seven (97) work days (based on a four (4) day workweek for a six (6) month period) due to on-the-job injury, the Officer shall receive a pro rata share of the sick leave incentive. The pro rata formula shall be as follows:

a. Total days absent divided by total possible days of work, equals the percentage of reduction.

b. Example 1: An Officer who is absent for twenty-seven (27) days of a possible 208 workdays will have his eligible incentive reduced by 13% or \$65.00. The total eligible incentive is thus \$435.00.

c. Example 2: If an Officer takes one (1) sick day, the \$500.00 would be reduced by \$100.00 and the 13% would be applied to \$400.00. That amount would be \$52.00 and the eligible incentive would be \$348.00.

H. INJURY TIME OFF

Injury time off shall be defined as time off due to job-related illness or injury. Injury time off shall not be charged against sick time.

I. JURY DUTY

Officers shall be allowed time off from duty without loss of pay to serve on jury duty, when summoned. The Chief of Police must be notified, in writing, whenever a Officer is summoned to jury duty.

ARTICLE VI

BENEFITS AND OBLIGATIONS CONFERRED BY ORDINANCE

A. Except as otherwise provided herein, all benefits and obligations which have heretofore inured to the employees pursuant to applicable Ordinances or Resolution. Such benefits shall include, but not be limited to the following:

1. Longevity Compensation
2. Retirement (See Appendix E) and Pension Benefits
3. Hospital and Medical Insurance

a. Active and retired Officers shall receive the level of benefits as set forth in Appendix E, annexed hereto.

b. The employer shall retain the right to change insurance carriers so long as equal to or better than benefits are provided.

4. Vacation
5. Terminal Leave Ordinance

1. **VOLUNTARY ELECTION AT TERMINATION:** An officer who will retire with 25 or more years of service to the Borough may elect to take 3 months terminal leave in lieu of receiving 3/12 of the last annual salary. Officers may use this benefit after completing 24 years and nine months of service to the Borough. Officers on terminal leave shall not accrue any additional paid time off such as vacation days, etc. Officers on terminal leave shall not be eligible for recall except in the case of a statewide or national emergency. Unused personal days up to a maximum of 25 and unused vacation may be

taken in front of the terminal leave

B. There shall be no unilateral changes in any terms and conditions of employment enjoyed by the Officers.

ARTICLE VII

CLOTHING AND EQUIPMENT

A. UNIFORM ALLOWANCE

1. Every Officer shall be allocated a \$750.00 clothing allowance to be paid in the first pay period of January in each calendar year. However, payment for year one (1) of the agreement (January 1, 2004 through December 31, 2004) shall be made in two (2) equal payments, the first in January and the second in the first pay period of July.

2. Mandated changes in the uniform or newly required equipment shall be paid for by the Borough and not charged against the voucher or payment.

3. Officers shall not be charged against their clothing allowance for damage to the uniform and equipment as the result of documented on-the-job incident.

4. An officer who returns to a uniform assignment after three (3) years in a non-uniform assignment will be provided a new issue of uniforms.

5. The Academy issue and initial uniform issue will be provided by the Borough. New officers will not receive a uniform allowance until after completing one full year of service with the Borough.

B. DEFINED CLOTHING AND EQUIPMENT

The list of clothing and equipment items to be provided to each

officer in accordance with paragraphs A.5 and A.6, at the Borough's expense are as follows:

1. Class A Dress Hat
2. Navy Blue Long Sleeve Shirt
3. Black Cap
4. Navy Blue Short Sleeve Shirt
5. Dress Blouse
6. Navy Blue Pants
7. Black Trouser Belt
8. Black Tie
9. Dickies/Turtle Neck Shirts
10. Black Commando-Style Sweater
11. Winter Jacket
12. Rain Coat
13. Rubber Boots
14. Utility Belt
15. Weapon Holster
16. ASR Holder
17. PR24 and Holder
18. Handcuffs & Handcuffs Key
19. one (1) Rechargeable Flashlight, Batteries and Bulbs
20. Black Shoe/Boots
21. Spare Magazine Holder
22. Portable Radio Holder

23. Winter Hat
24. Spring Coat
25. Bulletproof Vest Carrier
26. Leather Search Gloves
27. Winter Gloves
28. Rubber Glove Holder
29. White Long Sleeve Dress Shirt
30. Title 39 Book
31. 2C Book
32. Law Enforcement Handbook
33. Citation Holder

C. EQUIPMENT

1. All police vehicles will be maintained in a proper working condition. Any deficiencies noted by an employee shall be reported in writing on an approved form which shall be submitted to the (1) Chief of Police, (2) Officer Responsible for Vehicle Maintenance, and (3) the Borough Administrator with a copy retained by the reporting Officer.

ARTICLE VIII

GRIEVANCES

A. The following procedure for adjusting grievances between the municipality and P.B.A. is intended to provide the Borough and P.B.A. Local 99 with full opportunity for the presentation and hearing of grievances with the expectation that same will be resolved at the earliest possible stage.

Should a grievance arise between the Borough and the P.B.A. as to the meaning, application or operation of any of the provisions of the contract between the Borough and the P.B.A., such a grievance shall be presented by either party to the Chief as hereinafter set forth in Step 1, with no more than ten (10) days from the date of which the grievance came into being or reasonably became known to the party and processed the manner set forth hereinafter.

Step 1. The appropriate P.B.A. representatives, the aggrieved party, and the Chief of Police and/or his representatives shall meet no later than ten (10) days after the presentation of said grievance with a view toward reaching a settlement of the dispute. Should an agreement not be reached within ten (10) days from the date of the meeting, the aggrieved party, through his designated representatives, shall furnish a written statement of the grievance to the Chief on a form provided by the Borough for referral of same to Step 2.

Step 2. Within ten (10) days from the date of submission of the written statement herein before referred to, the appropriate P.B.A.

representatives, the aggrieved party and the Borough Administrator shall meet with a view toward reaching a settlement of the dispute. Should an agreement not be reached within ten (10) days from the date the grievance is presented to the appropriate parties under the terms of Step 2, the PBA only may file for Arbitration.

B. It is agreed that the time limits set forth in Steps 1 and 2 may be waived by mutual agreement of both parties, and where, due to circumstances beyond their control, either party may request an extension of time, but in no case shall a meeting date be later than thirty (30) days in each Step from the date of presentation of the grievance.

C. It is further agreed that additional meetings in each Step may be held by mutual consent, with a view to reaching an agreement at the lowest possible Step and that the Borough Administrator and the Chief of the Department or his authorized representative may be present at any or all meetings.

D. If the Borough fails to respond within the time limits set forth herein, the grievance shall be deemed denied and the PBA may move the grievance to the next step.

ARTICLE IX

ARBITRATION

A. Any grievance involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided, may be referred to an Arbitrator as hereinafter provided.

B. The P.B.A. may institute Arbitration proceedings when the Grievance Procedure has been exhausted, by serving written demand upon the other party by furnishing that party with a copy of the written request made to the Public Employment Relations Commission to appoint an Arbitrator to hear the dispute in the manner set forth in the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission.

C. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

D. The decision of the Arbitrator shall be final and binding on all Parties.

E. The reasonable expenses of the Arbitrator herein before referred to shall be borne equally by the Borough and the P.B.A. and the reasonable expenses of the witnesses called by one or the other of the parties to the grievance shall be borne by each respectively. In the event the P.B.A. requires the attendance of witnesses at said hearing who may be on duty, the Borough agrees to release the witnesses as requested, if same can be done without detriment to the

public good, without loss of wages penalty to such witnesses; similarly, in the event the Borough requires the attendance of witnesses at said hearing who are members of the P.B.A. the latter agrees to release the witnesses as requested without any reprisals to such witnesses.

F. Nothing in the within procedure shall eliminate, repeal, or modify Judicial or Civil Service procedures regarding disciplinary action filed against an individual Officer or Officers of the Department's Rules and Regulations. Disciplinary actions shall be arbitrable to the extent permitted by law.

ARTICLE X

HEALTH BENEFITS

A. HOSPITALIZATION AND MEDICAL

See Appendix E, annexed hereto.

B. OPTICAL PLAN

The Borough shall provide all employees covered by this Agreement, with an Optical plan which will provide one (1) pair of eyeglasses (frames and lenses) not to exceed \$125.00 and one (1) eye examination not to exceed \$50.00 annually. The total cost of this benefit shall be borne by the Borough.

C. DENTAL INSURANCE

The Borough shall provide all employees, covered by this Agreement, with dental program for all employees and for each employee's spouse and children. The total cost of the plan shall be borne by the Borough.

The Borough shall also make available to all employees one or more additional dental insurance options. The Borough shall continue to bear the cost of the basic dental benefit as set forth above, regardless of rate increases. Any expense above the amount that is borne by the Borough shall be paid by the employee through a payroll deduction.

D. PRESCRIPTION PLAN

The Borough shall provide all employees covered by this Agreement, with a Drug Prescription plan. Plan to be provided will

have a \$5.00 co-pay for generic and a \$10.00 co-pay for name brand prescriptions. The total cost of this plan shall be borne by the Borough. The co-pays are effective upon the ratification of this Agreement by the parties.

The Borough may, at its option, join the State Health Benefits Prescription Plan with a \$1.00 co-pay for generic and a \$5.00 co-pay for name brand prescriptions. In no event shall the co-pay exceed \$5.00 for generic and \$10.00 for name brand prescriptions.

D. Any retiring Officer may elect to maintain coverage in the Drug Prescription Plan as per Appendix D.

ARTICLE XI

LEGAL REPRESENTATION

1. The Employer will provide a defense for an employee in any legal proceedings arising out of or incidental to performance of employee's duties pursuant to N.J.S.A. 40A:14-155.
2. The affected employee shall select his own counsel to assume sole control of his defense and the Employer agrees to pay the full cost of the employee's legal fees at the "prevailing rate" in Union County for similar services. However, in the event that a Borough insurance carrier enters a defense on behalf of the affected employee and furnishes counsel as part of that defense, the Employer's obligation under this provision shall be deemed to have been satisfied.

ARTICLE XII

BULLETIN BOARD

The Borough will provide a bulletin board in a conspicuous location for the use of the P.B.A. for posting notices concerning P.B.A. business and activities. All such notices shall be posted only upon the authority of the officially designated P.B.A. representatives, and shall not contain any salacious, inflammatory, annoying or controversial material. The Chief of Police or his representative, may have removed from the bulletin board any material which is not in conformance with the intent and provisions of the Article.

ARTICLE XIII

RULES AND REGULATIONS

The Borough agrees that it will not establish new work rules or regulations or modify or amend existing work rules or regulations governing wages, hours or working conditions without prior negotiations with the P.B.A.

ARTICLE XIV

MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- B. The P.B.A. covenants and agrees that during the term of this Agreement, neither the P.B.A. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike i.e., the concerted failure to report for duty, or willful absence of an employee from his position or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough.
- C. The P.B.A. agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including but not limited to publicly disavowing in such activities to cease and desist from same immediately and to return to work.
- D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by a member of the Union shall entitle the Borough to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

F. The Borough agrees that it will not engage in any type of lock-out against the members of this bargaining unit, nor shall it engage, cause to be engaged, or condone any such actions which may be deleterious or discriminatory against any member or members of this bargaining unit or against the P.B.A. as an individual entity as a result of any dispute, disagreement, impasse, or situation arising out of the collective negotiations process or resulting relationship.

ARTICLE XV

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. The failure of either Party to enforce any provisions of this Agreement, for any reason, shall not be deemed as a waiver thereof.

C. If any part of this agreement is deemed invalid, the parties agree to immediately commence negotiations for a successor clause.

ARTICLE XVI

REPRESENTATION FEE IN LIEU OF DUES

A. PURPOSE OF FEE

If any employee covered by this Agreement does not become a member of the P.B.A. during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the P.B.A. for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the P.B.A. as majority representative.

B. AMOUNT OF FEE

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

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

amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification Once during each membership year covered in whole or in part by this Agreement, the P.B.A. will submit to the Borough a list of those employees who have not become members of the P.B.A. for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the P.B.A.

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

a. Ten (10) days after receipt of the aforesaid list by the Borough; or

b. Twenty (20) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Borough in a non-bargaining unit position or was on

layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

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

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

5. Changes: The P.B.A. will notify the Borough in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Borough received said notice.

6. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the P.B.A., a list of all employees who began their employment in a bargaining unit position during the preceding

thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. REFUND

The P.B.A. agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13:A-5.4, as amended. The "demand and return" system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the P.B.A. Such proceedings shall provide for an appeal by either the P.B.A. or the employee to the review board established for such purposes in accordance with N.J.S.A. 34:13A-5.4, as amended.

ARTICLE XVII

EMPLOYEE RIGHTS

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any other employee advantage without just cause.
- B. Any employee who is being questioned by a Superior Officer on a matter, which could lead to the discipline of said employee, shall have the right to have a P.B.A. representative present during such questioning.
- C. In order to insure the right listed above, an employee shall be informed as to the nature and purpose of the questioning prior to the commencement of any questioning. Sufficient information to reasonably appraise the employee of any allegation should be provided. If it is known that the employee is being questioned solely as a witness, the employee should be so informed at the initial contact.
- D. Any employee who is or may be the subject of a criminal investigation or recipient of criminal charges shall be given all rights due any other citizen under the same circumstances.
- E. The questioning of an employee shall be at a reasonable hour, preferably when the employee is on duty. Any employee who is called into work on his off duty time or held over his regular work shift at the request or order of a Superior Officer in order to answer any sort of job related questions, or to be present or participate in any

sort of disciplinary proceedings, said employee shall be compensated in accordance with the overtime provisions of this Agreement.

F. If a verbatim record is being made of the questioning, either via stenographer, court reporter, or electronic recording device, the employee shall be so informed and shall be permitted, upon his request, to have a copy of said record.

G. Nothing shall be placed into an employee's personnel file without the employee having been notified; having received a copy of said material; and having signed the original document to be so placed. Said signature does not represent the employee's agreement with the content thereof, but is merely indicative that this provision has been complied with prior to such placement. The employee shall have the right to attach to and have become and considered as a part of the original document, such response or rebuttal as the employee may deem as necessary.

ARTICLE XVIII

MISCELLANEOUS

- A. No Officer of this bargaining unit shall be ordered or required to participate in any function which is not normally and integrally associated with public safety employees. This prohibition shall also extend to marching in parades.
- B. Field Training Officers (F.T.O.'s) shall be designated by the Chief of Police or his designee. F.T.O.'s shall be selected from the Patrol Division and shall be limited to Patrol Officers only. Their primary role as F.T.O. shall include, but not limited to, training Police Recruits/Probationary Officers, when necessary or applicable. F.T.O.'s shall be compensated \$750.00 per trainee. In the event a trainee is temporarily assigned, [i.e. one (1) full tour to an F.T.O.] that F.T.O. shall be compensated at \$45.00 per tour worked as Training Officer. The above compensation shall be paid in the 1st pay period in January.
- C. Officer's home addresses and phone numbers shall remain confidential.
- D. Uniformed Off-Duty Jobs: The rate of pay for uniformed off-duty jobs shall be \$40.00 per hour for road jobs and \$25.00 per hour for inside jobs. Other uniformed off-duty jobs shall be compensated as per past practice.

ARTICLE XIX

RETENTION OF BENEFITS

A. In accordance with the schedule agreed upon by the parties and incorporated herein, the Borough agrees to maintain during the term of the Agreement all benefits which the employees have enjoyed prior to the commencement of these collective negotiations, to wit:

1. Duty roster changes will be permitted on five (5) days notice when approved by the Chief or his designee.

2. The P.B.A. State Delegate or State Officer shall be granted time off with pay upon five (5) days notice for all state, county, tri-county and local meetings. A letter of meeting days shall be presented to the Chief or his designate with permission granted.

B. The reference to the term "day" in this Article shall mean one (1) full tour of duty regardless of the schedule worked by the affected employee.

ARTICLE XX

TERMS OF AGREEMENT

THIS AGREEMENT SHALL BE EFFECTIVE AS OF JANUARY 1st, 2004 AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL JUNE 30th, 2008. IN THE EVENT NEGOTIATIONS CONTINUE AFTER JUNE 30th, 2008, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL A SUBSTITUTE AGREEMENT IS EXECUTED.

P.B.A. LOCAL #99, INC.

BOROUGH OF ROSELLE

Kevin Tempalsky, President

Title:

Dated:

Dated:

John Alvarado, Vice-President

Borough Clerk

Dated:

Dated:

APPENDIX A

SALARY FOR OFFICERS HIRED PRIOR TO 01-01-2000

GRADE	CURRENT	1/1/2004	1/1/2005	1/1/2006	1/1/2007	1/1/2008
PROBATION*	\$28,756	\$29,834	\$30,953	\$32,114	\$33,318	\$33,943
5TH GRADE*	\$36,099	\$37,453	\$38,857	\$40,314	\$41,826	\$42,610
4TH GRADE*	\$43,442	\$45,071	\$46,761	\$48,515	\$50,334	\$51,278
3RD GRADE*	\$50,786	\$52,690	\$54,666	\$56,716	\$58,843	\$59,947
2ND GRADE*	\$58,127	\$60,307	\$62,568	\$64,915	\$67,349	\$68,612
1ST GRADE*	\$65,471	\$67,926	\$70,473	\$73,116	\$75,858	\$77,280
	*Does not reflect the addition of holiday pay to base as required by Article III, ¶ G. (Base salary + Longevity divided by 1950 hours x 10.75 x 14 days = Holiday Pay.)					

APPENDIX B

SALARY FOR OFFICERS HIRED ON OR AFTER 01-01-2000 BUT BEFORE 01-01-2004

GRADE	CURRENT	1/1/2004	1/1/2005	1/1/2006	1/1/2007	1/1/2008
DATE OF HIRE*	\$30,000	\$31,125	\$32,292	\$33,503	\$34,760	\$35,411
ACADEMY GRAD	\$35,000	\$36,313	\$37,674	\$39,087	\$40,553	\$41,313
4TH GRADE*	\$42,618	\$44,216	\$45,874	\$47,595	\$49,379	\$50,305
3RD GRADE*	\$50,236	\$52,120	\$54,074	\$56,102	\$58,206	\$59,297
2ND GRADE*	\$57,854	\$60,024	\$62,274	\$64,610	\$67,033	\$68,289
1ST GRADE*	\$65,471	\$67,926	\$70,473	\$73,116	\$75,858	\$77,280
*Does not reflect the addition of holiday pay to base as required by Article III, ¶ G. (Base salary + Longevity divided by 1950 hours x 10.75 x 14 days = Holiday Pay.)						

APPENDIX C

SALARY FOR OFFICERS HIRED ON OR AFTER 01-01-04

GRADE	1/1/2004	1/1/2005	1/1/2006	1/1/2007	1/1/2008
DATE OF HIRE*	\$31,125	\$32,292	\$33,503	\$34,760	\$35,411
					\$0
ACADEMY GRAD	\$36,382	\$37,746	\$39,162	\$40,630	\$41,392
6TH GRADE*	\$41,639	\$43,200	\$44,820	\$46,501	\$47,373
5TH GRADE*	\$46,896	\$48,655	\$50,479	\$52,372	\$53,354
4TH GRADE*	\$52,153	\$54,109	\$56,138	\$58,243	\$59,335
3RD GRADE*	\$57,410	\$59,563	\$61,796	\$64,114	\$65,316
2ND GRADE*	\$62,667	\$65,017	\$67,455	\$69,985	\$71,297
1ST GRADE*	\$67,926	\$70,473	\$73,116	\$75,858	\$77,280
*Does not reflect the addition of holiday pay to base as required by Article III, ¶ G. (Base salary + Longevity divided by 1950 hours x 10.75 x 14 days = Holiday Pay.)					

APPENDIX D

HR-0426-0499

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY • DIVISION OF PENSIONS AND BENEFITS

New Jersey State Health Benefits Program
PO BOX 299
TRENTON, NJ 08625-0299

RESOLUTION # 2000-1396

A RESOLUTION to adopt the provisions of N.J.S.A. 52:14.17.38 under which a public employer may agree to pay for the State Health Benefits Program (SHBP) coverage of certain retirees.

BE IT RESOLVED:

The Borough of Roselle

(CORPORATE NAME OF EMPLOYER - COUNTY - STATE HEALTH BENEFITS PROGRAM ID NUMBER)

hereby elects to adopt the provisions of NJSA 52:14-17.38 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of that law. This resolution affects employees as shown on the attached Chapter 48 Resolution Addendum. It is effective on the 1st day of October, 2000.

(MONTH)

(YEAR)

We are aware that adoption of this resolution does not free us of the obligation to pay for post-retirement medical benefits of retirees or employees who qualified for those payments under any Chapter 88 or Chapter 48 Resolution adopted previously by this governing body.

We agree that this Resolution will remain in effect until properly amended or revoked with the State Health Benefits Program. We recognize that, while we remain in the State Health Benefits Program, we are responsible for providing the payment for post-retirement medical coverage as listed in the attached Chapter 48 Resolution Addendum for all employees who qualify for this coverage while this Resolution is in force.

We understand that we are required to provide the Division of Pensions and Benefits complete copies of all contracts, ordinances, and resolutions that detail post-retirement medical payment obligations we undertake. We also recognize that we may be required to provide the Division with information needed to carry out the terms of this Resolution.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the

Borough of Roselle

CORPORATE NAME OF EMPLOYER

210 Chestnut Street, Roselle, NJ 07201

ADDRESS

on the 29 day of August, 2000

Johanna Bredon

SIGNATURE

Borough Clerk

OFFICIAL TITLE

908-245-5600

HE-80-181-793

APPENDIX D

9

Corporate Name of Employer Borough of Roselle

Address 210 Chestnut Street, Roselle NJ 07203
Street State Zip Code

Telephone 908 245-5600
Area Code Number

Present Health Insurance Carrier Horizon Blue Cross Blue Shield of NJ

Present Prescription Drug Carrier (if any) Horizon Blue Cross Blue Shield of NJ
Attach a copy of current prescription drug contract.

Number of Employees 135

On adoption of State Health Benefits Coverage for the Health Program, will the full cost of dependant coverage be paid by the employer? Yes No

If no, _____ percent of dependant coverage paid by employer.

Employer's State Social Security Identification Number 22-6002272

HB-80-180-793

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY-DIVISION OF PENSIONS AND BENEFITS
NEW JERSEY STATE HEALTH BENEFITS PROGRAM ACT
CN 299, Trenton, New Jersey 08625-0299

10

RESOLUTION

A RESOLUTION to authorize participation in the New Jersey State Health Benefits Program Act of the State of New Jersey.

BE IT RESOLVED:

1. The Borough of Roselle
(Name of Employer)

hereby elects to participate in the Health Program provided by the New Jersey State Health Benefits Act of the State of New Jersey (N.J.S.A. 52:14-17.25 et seq.) and to authorize coverage for all the employees and their dependents thereunder in accordance with the statute and regulations adopted by the State Health Benefits Commission.

2. We do do not elect to participate in the New Jersey Local Prescription Drug Program defined by N.J.S.A. 52:14-17.25 et seq. and authorize coverage for all employees and their dependents in accordance with the statute and regulations adopted by the State Health Benefits Commission.

3. As a participating employer we will remit to the State Treasury all premiums on account of employee and dependent coverage and periodic charges in accordance with the requirements of the statute and the rules and regulations duly promulgated thereunder.

4. We hereby appoint the Frederick W. Robison/Borough Administrator
(Name/Title)
to act as Certifying Officer in the administration of this program.

5. This resolution shall take effect immediately and coverage shall be effective as of 10/1/00
(Date) or as soon thereafter as it may be effectuated pursuant to the statutes and regulations.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the

Governing Body of the Borough of Roselle
(Name of Employer)

on the 29th day of August

2000.

Johanna Breden
(Signature)

Borough Clerk
(Official Title)

APPENDIX D

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PENSIONS AND BENEFITS
CN 299 TRENTON, NEW JERSEY 08625-0299

**NEW JERSEY STATE HEALTH BENEFITS PROGRAM ACT
RESOLUTION**

A Resolution to authorize a change in the average number of hours of employment per week required for "full-time" status for participation in the New Jersey State Health Benefits Program (NJSHBP) in accordance with NJAC 17: 9-4.6:

Be it resolved:

1. The Borough of Roselle, a participating employer in the NJSHBP, hereby designates 32 1/2 * hours per week (average) as the minimum requirement for the full-time status in accordance with NJAC 17: 9-4.6.

* May not be less than 20.

2. This change in the number of hours of employment required for NJSHBP eligibility applies to: (check one)

all employees.

We will inform employees currently enrolled in the NJSHBP who do not work the minimum number of hours per week required to participate in the Program of this change and their termination from coverage. We will distribute COBRA notices to these employees. A transmittal of deletion form to terminate affected employees from coverage is attached. We understand termination of coverage will occur thereafter in accordance with the statutes and regulations of the NJSHBP.

employees hired after (date) Oct 1, 2000.

Current employees eligible for participation in the NJSHBP under the previous full-time hours of employment definition will be permitted to continue coverage in the Program. The new designation of minimum number of hours worked per week for full-time status as designated in section #1 will not apply to employees hired prior to the date above.

3. This resolution shall take effect immediately and the change in full time hours shall be effective as of (date) Oct 1, 2000 (allow over 60 days) or as soon thereafter as it may be effectuated pursuant to the statutes and regulations.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by

Name of Employer

Borough of Roselle

on the 29 day of August ~~19~~ 2000

Johanna Bredon
Signature

Borough Clerk

APPENDIX D

RESOLUTION NO. 2001-46

WHEREAS, the Mayor and Council of the Borough of Roselle desires to adopt the provisions of Chapter 88, under which a public employer may agree to pay for the State Health Benefits Program (SHBP) coverage of certain retirees, and


WHEREAS, the Borough of Roselle hereby elects to adopt the provisions and adhere to the regulations promulgated by the State Health Benefits Commission to implement the provisions of Chapter 88, which will become effective the 1st day of May, 2001, and

14

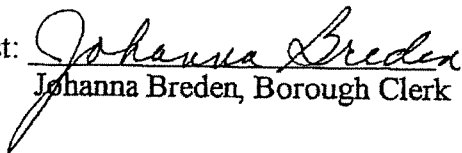
WHEREAS, the Mayor and Council further agree that this resolution will remain in effect until properly amended or revoked with the State Health Benefits Program, and recognize that, while they remain in the State Health Benefits Program, they are responsible for providing the payment of post-retirement medical coverage as listed in Chapter 88 for all employees who qualify for this coverage while this resolution is in force, and

BE IT FURTHER RESOLVED, that the Mayor and Council understand that they are required to provide the Division of Pensions and Benefits complete copies of all contracts, ordinances and resolutions that detail post-retirement medical payment obligations that the Borough undertakes, and

BE IT FURTHER RESOLVED, that the Mayor and Council also recognize that they may be required to provide the Division with information needed to carry out this resolution.


Elroy Darden, Council President

Dated: February 21, 2001

Attest: 
Johanna Breden, Borough Clerk