

Contract # 1882

FLORHAM PARK LOCAL NO. 78

CONTRACT

JANUARY 1, 1993 THROUGH DECEMBER 31, 1994

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

SEP 20 1993

RUTGERS UNIVERSITY

AGREEMENT BETWEEN
THE BOROUGH OF FLORHAM PARK
MORRIS COUNTY
AND
NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION
FLORHAM PARK LOCAL NO. 78

JANUARY 1, 1993 THROUGH DECEMBER 31, 1994

Paul L Kleinbaum
Zazzali, Zazzali, Fagella & Nowak
One Riverfront Plaza
Newark, New Jersey 07102-5410

PREAMBLE

This AGREEMENT dated 3/16/93 and effective the first day of January 1993 by and between the New Jersey State Policemen's Benevolent Association, Florham Park Local No. 78, hereinafter called the Association and the Borough of Florham Park, Morris County, New Jersey, hereinafter called the Borough, is designed to maintain and promote a harmonious relationship between the Borough and the members of the Police Department who are represented by the Association as defined herein concerning conditions of employment, in order that more efficient and progressive public service may be rendered to the Governing Body and to the citizens of Florham Park.

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ARTICLE I
RECOGNITION

Section 1

The Borough recognizes the Association as the exclusive and representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for all the police officers of the Borough Police Department, excluding members above the rank of Captain.

Section 2

For the purpose of this Agreement, the term "employee" or "employees" shall mean a member or members of the bargaining unit as set forth in Section 1 of this article.

ARTICLE II
ASSOCIATION RIGHTS

Section 1

The negotiating team for the Association will consist of five (5) members, and the Borough agrees that during any future negotiations up to a maximum of three (3) members of the negotiating team will be given time off, without loss of pay, if it is necessary for them to be absent from regularly scheduled duty to attend a negotiating session.

Section 2

In addition to other time off allowed by New Jersey law, the Association delegate shall be granted ten (10) days off per year, without loss of pay, to engage in official business of the New Jersey State Policemen's Benevolent Association.

ARTICLE III
NO DISCRIMINATION OR COERCION

Section 1

The provisions of this Agreement shall be applied with respect to all employees in the bargaining unit without discrimination because of race, color, creed, sex or national origin.

Section 2

The Borough shall not interfere with, coerce, or discriminate against any employee because of membership in the Association or because of any employee engaging in the activities of the Association.

ARTICLE IV

MANAGEMENT RESPONSIBILITIES

Section 1

All aspects of the management of the business of the Police Department and the management and direction of department personnel are the exclusive responsibilities of the Borough, except as expressly modified by the terms of this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1

The following grievance procedure is established in order to assist both the Borough and the Association in maintaining an amicable and harmonious relationship so as to promote efficient and progressive public service and in order to prevent strife or difficulties which might disrupt the efficient management of and regulation of the Borough Police Department.

A "grievance" shall be any complaint regarding the meaning, interpretation or application of the provisions of this Agreement.

Section 2

The following procedure shall be adhered to for purposes of attempting to reach a mutually satisfactory settlement:

Step 1: Any employee having a grievance shall, within ten (10) days after the occurrence of the grievance, submit it in writing to the Chief of Police, stating in detail the nature of the grievance and the remedy requested. Any grievance not filed within (10) days of its occurrence shall be considered void.

Step 2: If the grievance is not resolved at Step 1 within five (5) days after being forwarded in writing to the Chief of Police, it shall be submitted to the Borough Administrator who shall respond to it within a period of time not to exceed ten (10) days.

Step 3: If the grievance is not resolved at Step 2 within ten (10) days after being

forwarded in writing to the Borough Administrator, it shall be submitted to the Mayor and Council or to the Chairman of Public Safety, who shall respond to it within a period of time not to exceed thirty (30) days. The aggrieved member may be represented by an officer or other member of the Association at any or all steps in the above procedure.

Step 4: Within ten (10) days after the Mayor and Council, or the Chairman of Public Safety have submitted an answer in writing to the aggrieved employee, and if the employee is not satisfied with the answer, the Association may have the grievance submitted to arbitration. Additionally, the Borough may also have any grievance submitted to arbitration.

Section 3

If either party to this Agreement demands that an issue or grievance be arbitrated, the parties shall jointly request the American Arbitration Association to submit a list of seven arbitrators from which to make a selection. Each party shall then alternately strike one name from the list until but one name remains. That party shall be the arbitrator of the issue involved. The award of the arbitrator shall be final and binding on all parties to this Agreement. However, his decision shall in no way alter, add to, or delete from any provision of this Agreement. Further, his decision shall not be considered a precedent for future interpretations regarding any of the provisions of this Agreement.

Section 4

All fees and expenses of any arbitrator chosen or selected in accordance with this Article

shall be shared equally by the parties to this Agreement.

ARTICLE VI
AGENCY SHOP

Section 1

Purpose of Fee: If an 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.

Section 2

Amount of Fee

a. 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 own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the 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.

Section 3

Deduction and Transmission of Fee:

a. 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 "b" below, the full amount of the representation fee and promptly will transmit the amount so deducted to the P.B.A.

b. Payroll Deductions 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:

- (1) 10 days after receipt of the aforesaid list by the Borough; or
- (2) 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 lay-off, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employment in a bargaining unit position, whichever is later.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the 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.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the 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.

e. Changes

The P.B.A. will notify the Borough in writing of any changes in the list provided for in paragraph "a" above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the

Borough received said notice.

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

Section 4

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. 34:13A-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 proceeding shall provide for an appeal by either the P.B.A. or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34: 13A-5.4, as amended.

ARTICLE VII
SALARIES AND WAGES

Section 1

During the term of this Agreement, the salaries of present employees shall be in accordance with the schedules set forth in Exhibits I, II, III and IV.

Annual increases in salary are predicated upon satisfactory job performance. The Chief of Police will make periodic performance evaluations known to individual employees at the time the evaluations are made. If any employee's performance during the preceding year is judged to be substandard on the basis of specific and supportable evidence, the upward adjustment of his salary on January 1st, of the following calendar year may be delayed for up to three months.

Section 2

Minimum and Maximum Basic Annual Salaries

The Table of Minimum and Maximum Basic Annual Salaries by title effective January 1, 1993 and January 1, 1994 is contained in Exhibit I attached hereto.

Section 3

Progression Increases

Those employees on the active payroll on the effective date of this Agreement who are not at maximum salary as provided for in Exhibit I shall receive increases in accordance with the progression table contained in Exhibit II attached hereto.

Section 4

Basic Annual Salaries

The basic annual salaries for each employee effective January 1, 1993 and January 1, 1994 are set forth in Exhibit III attached hereto.

Section 5

One Time Payment

A one time payment of 0.5% of an employees basic annual salary for 1994 shall be paid during the first month of 1994. The amount to be paid to each employee is set forth in Exhibit III attached hereto.

Section 6

Promotional Increases:

Any employee promoted from Patrolman to Sergeant, Sergeant to Lieutenant, Lieutenant to Captain, shall receive the basic annual salary shown below.

Promotion	Jan 1, 1993	Jan 1, 1994
Patrolman to Sergeant	51,073.00	53,116.00
Sergeant to Lieutenant	55,891.00	58,127.00
Lieutenant to Captain	59,970.00	62,369.00

Section 7

Detective Bureau

All employees assigned to the division of investigation shall receive \$2,000.00 in addition to their salary in lieu of overtime. These amounts will be paid on a pro-rated basis and shall be included in their regular paycheck.

Section 7

Wage Effective Dates

The effective date of all progression and promotional increases shall be determined as follows:

START DATE	EFFECTIVE DATE
1st - 15th day of month	1st of the month in which employee began work
16th - 31st day of month	1st of the month following month in which employee began work

ARTICLE VIII

LONGEVITY

Section 1

Length of Service Payment

All employees shall receive Length of Service Payments in accordance with the following schedule:

LENGTH OF SERVICE	PAYMENTS
5 Years	\$300.00
10 Years	\$600.00
15 Years	.0025 x Base Annual Salary As of January 1 x 15 Years
20 Years	.0025 x Base Annual Salary As of January 1 x 20 Years

Length of Service payments shall be limited to the following amounts during the term of this Agreement:

5 Years	\$300.00
10 Years	\$600.00
15 Years	\$1,200.00
20 Years	\$1,625.00

ARTICLE IX
SICK AND INJURY LEAVE

Section 1

The following definitions shall apply to this article:

(a) Excused Absence: Absence by reason of illness, injury or hardship in immediate family which a department head has authorized for three days or less; or for which employee presents a physician's certificate that employee was unable to perform his duties, for a period longer than three days; on documentary evidence of family hardship. The Borough reserves the right to require an examination by its own doctor.

(b) Injury Leave: Excused absence granted by reason of injury sustained on the job which is not the result of the employee's misconduct. Self inflicted injury is not excusable.

(c) Loss of Time Benefit: Compensation payable after the first month of excused absence, or after accumulated sick leave is exhausted, whichever occurs first. It is credited to employees after the beginning of their second year of employment with the Borough.

(d) Sick Leave: Excused absence granted by reason of illness or injury; it also includes absence due to death or serious illness in employee's immediate family (parents, spouse or children) such that the employee's presence is required to alleviate hardship. Self inflicted injury is not excusable.

(e) Maternity Leave for Female Employees: Any permanent full-time employee who becomes pregnant is entitled to continue in her employment as long as she is able, in the opinion of the Borough, to perform the duties of her job satisfactorily. She may take maternity leave at a time deemed appropriate by her in conjunction with and confirmed by written Certification from her attending physician. A Request for Maternity Leave shall be handled in the same way as any other request for sick leave. A request for a leave of absence without pay for time off for an employee who may desire the leave for purposes of child care after the birth shall be handled in the same way as any other request for a leave of absence without pay.

Section 2

Calculation and Accumulation

(a) Each officer covered by this Agreement shall accumulate sick leave at the rate of one day of each month of employment, or major part thereof. The total maximum accumulation of sick leave shall be 150 days calculated from date of current continuous employment.

(b) Injury Leave - An employee injured in the line of duty, officially assigned by the Chief of Police, or, if off duty, while carrying out his legal obligations as an officer or the law, who is, as a result, temporarily disabled, and unable to perform his job, shall be entitled to maximum benefits under the Borough's policy granting injury leave, regardless of his length of service with the Police Department. The employee shall be entitled to full pay while temporarily disabled until he is able to return to work as

determined by the Borough's Worker's Compensation Physician. Any Worker's Compensation payments will be offset against the amount due hereunder.

(c) Each employee covered by this Agreement shall earn loss of time benefits at the rate of 2 months for every year of employment after the first year, which benefits shall be in addition to sick leave accumulation. Such loss of time benefit may be accumulated to a maximum of 1 year.

Section 3

Payments

(a) To the extent that sick leave and loss of time benefits have accumulated, they will be paid to employees for excused absences due to illness or injury, provided, that where Worker's Compensation payments are received, the leave and loss of time benefit will be adjusted so that total compensation from both sources is equal to sick leave or loss of time entitlement. Worker's Compensation payments from both sources will equal the injury leave entitlement.

(b) An employee whose absence is not excused will forfeit an equal amount of vacation time, or if he/she has no accumulated vacation time, he/she will not be paid for such absence.

(c) Sick and off-duty injury leave are compensable at full pay for the total number of accumulated days. Loss of time benefit is two-thirds of the employee's pay, or one hundred fifty (\$150) dollars per week, whichever is lesser for the total number of accumulated days.

(d) Payments will be made for injury, sick leave and loss of time benefit in that order. Payment for injury leave will not reduce an employee's sick leave entitlement.

(e) (1) In the event that an employee with at least five years of service retires, is permanently laid off, or voluntarily leaves the service of the Borough after having given appropriate notice of his intention to do so, he shall be entitled to receive, at his regular straight-time rate of pay, one-half of his accumulated sick leave up to a maximum of sixty (60) days. The maximum amounts payable (in cash or its equivalent in days off) under this section shall be as follows:

Patrolman	\$11,200.00
Sergeant	\$13,000.00
Lieutenant	\$14,100.00
Captain	\$14,750.00

In the case of retirement, at least 90 days' advance notice must be given to the Borough as to the employee's election to receive his sick-time entitlement in the form of a single cash payment, subject to all required deductions, or in a corresponding number of off-duty days.

(2) Except as provided in paragraph (1) of this subsection, unused sick leave, injury leave and loss-of-time benefits are not compensable when an employee is separated.

(f) The Borough reserves the right at any time to re-examine any employee to whom payments for excused absence are being made. If the Borough physician, or the Borough insurance company's physician, certifies that any such employee is capable of performing the duties of his position, such employee's excused absence will be terminated as of the date the employee became capable of performing his duties.

ARTICLE X

RETENTION OF BENEFITS

All practices and benefits presently in effect in the Borough relating to the plans listed below shall continue without change:

- (a) Police and Firemen's Retirement System
- (b) Vacations
- (c) Holidays
- (d) Forty-hour work week
- (e) Uniform and Equipment Issue
- (f) Any additional benefits granted to all Borough employees shall be granted to employees of the Police Department.

ARTICLE XI

HEALTH CARE INSURANCE PROGRAM

Section 1

All practices and benefits presently in effect relating to the Connecticut General Health Insurance Plan, CIGNA, shall continue in effect. In addition, the Borough shall continue to provide a Dental Expense Plan through New Jersey Dental Service Plan and will pay the entire premium for members of PBA Local No. 78 and all eligible dependents.

In accordance with Chapter 88, P.L. 1974, the Borough of Florham Park agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees, up to the age of 65, and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally administered retirement system effective after the date the employer adopted the Connecticut General Health Insurance Plan, CIGNA on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with regulations of the State Health Benefits Commission.

Section 2

Dental Plan

The Borough will provide a Dental Expense Plan through the New Jersey Dental Service Plan and will pay the entire premium for members of the PBA Local No. 78 and all eligible dependents.

A schedule of benefits available under the Plan is attached as Exhibit IV.

ARTICLE XII

DEATH IN FAMILY

When a death occurs in an employee's family he or she shall be permitted to take personal time off without loss of pay as follows:

- (a) When the decedent is a spouse, child, parent, brother, sister, or relative residing in the employee's home, an employee shall be permitted to take personal time off with pay to a maximum of three (3) days.
- (b) When the decedent is a legal or blood relative of the employee he or she shall be permitted to take time off with pay up to a maximum of one (1) day.

ARTICLE XIII

OVERTIME

All employees with the title of Patrolman or Sergeant, excluding Patrolmen or Sergeants assigned to the Detective Bureau, shall be paid at a rate equal to one and one-half times hourly rate for all time worked in excess of a normal tour or normal work week.

All such employees may be offered compensatory time off but may not be forced to accept compensatory time off in lieu of payment for overtime hours worked.

All other employees may be granted compensatory time off for overtime hours worked at the discretion of the Chief of Police.

In the event that an employee is called in during off-duty time, he shall receive overtime at a rate equal to one and one-half times his hourly rate for a minimum of two (2) hours.

ARTICLE XIV

TUITION AID

The Borough shall grant tuition aid payments in the amount of \$25.00 per credit for courses of study at the undergraduate (Bachelors) and graduate level (Masters) for courses of study providing degree credit in the field of Police Science including courses which must be completed as a requirement to receiving a degree in Police Science in accordance with the following:

- (a) Tuition aid shall be limited to 20 credit hours or \$500.00 per school year.
- (b) Payment will be made by the Borough after having received satisfactory proof of such academic fees having been expended (e.g., a copy of the receipted tuition bill).
- (c) Tuition and payments shall be granted only in those cases where the grade attained is a "C" (or equivalent) or better.
- (d) Where other sources of tuition aid are available, the Borough shall reimburse the employee for the difference, if any, between the primary reimbursement and the total tuition costs subject to the limitations outlined in (a).
- (e) In the event an employee leaves the employ of the Borough anytime within five (5) years after having received a degree in Police Science under the Borough's tuition aid plan, all such monies shall be refunded by the employee.

ARTICLE XV

UNIFORM CLEANING ALLOWANCE

1. A payment of \$250.00 for a uniform cleaning allowance shall be paid in a single lump sum to each employee at a mutually agreeable time, not later than July 31, and not earlier than April 1, of each contract year.

ARTICLE XVI
EXTRA DUTY WORK

Police officers may engage in extra duty work beyond their regularly scheduled working hours. Extra duty work is defined as part-time police work performed other than during a regularly scheduled tour of duty by employees for person or persons other than the Borough of Florham Park, the County of Morris or other County or New Jersey Governmental Agency.

This extra duty work may be performed for business or persons other than the Borough of Florham Park, the County of Morris or other County or New Jersey State Governmental Agencies.

The Borough, however, while not guaranteeing the payment of monies due for the extra work performed, does agree to bill the employer on behalf of employees at the appropriate hourly rate. All such monies received, net of a fee to cover administrative costs to the Borough, shall then be remitted to the proper officer. All extra work performed for the Borough of Florham Park by employees in excess of their regularly scheduled tour of duty shall be considered overtime and shall be compensated in accordance with the terms of this Agreement as provided for under Section 5 of Article VII.

ARTICLE XVII

DISCIPLINE

The Borough shall not discipline, suspend, or discharge any employee without just cause.

In carrying out any disciplinary action the Borough shall not violate any statutes or administrative rules of the State of New Jersey in effect at the time.

An employee who is disciplined or discharged shall be entitled to a statement in writing outlining the reasons for such actions.

ARTICLE XVIII

PROHIBITION AGAINST STRIKES

During the term of this Agreement, the Association agrees that there shall be no strike of any kind, slow-down, sit-down, stay-in, sick-in, or any other type of interference or restriction imposed upon the Borough's business or upon the efficient and dedicated performance of duty as a member of the Borough Police Department. In case of unauthorized activity of the type described herein, the Borough may impose such disciplinary action or punitive action as may be necessary, and may take action to suspend or discharge any employee who violates this section or who may be directly or indirectly involved in such a violation.

ARTICLE XIX
PERSONAL DAYS

Each employee covered by this Agreement shall receive one (1) personal leave day per year without loss of pay. In addition, he may elect to take a second personal leave day per year which, if taken, shall be subtracted from his accumulated sick leave days.

ARTICLE XX
TERM OF AGREEMENT

Section 1

This Agreement shall become effective as of January 1, 1993, and shall remain in full force and effect until December 31, 1994, or until a new Agreement is executed.

IN WITNESS WHEREOF, the Borough has caused this instrument to be signed by its Mayor, attested to by its Clerk, and its official seal to be hereto affixed and the Association has caused these presents to be signed by its duly appointed representatives the day and year first above written.

Dale A. Auel
Mayor

Judith B. Beecher
Judith B. Beecher, Clerk

James J. Saldano
President

John D. Fiala
Vice President
Delegate

[Signature]

EXHIBIT 1

WAGES

Title		Minimum Base Annual Hiring Rate	Maximum Basic Annual Rate
Patrolman	January 1, 1993	\$23,181.00	\$45,972.00
	January 1, 1994	\$24,108.00	\$47,811.00
Sergeant	January 1, 1993	N/A	\$51,073.00
	January 1, 1994	N/A	\$53,116.00
Lieutenant	January 1, 1993	N/A	\$55,891.00
	January 1, 1994	N/A	\$58,127.00
Captain	January 1, 1993	N/A	\$59,970.00
	January 1, 1994	N/A	\$62,369.00

EXHIBIT II

WAGES

PROGRESSION INCREASES FOR EMPLOYEES
ENGAGED SUBSEQUENT TO DECEMBER 31, 1988

	<u>Jan. 1, 1993</u>	<u>Jan. 1, 1994</u>
Minimum Basic Annual Hiring Rate:	\$ 23,181.00	\$ 24,108.00
After Completion of 1 Full Yr. of Continuous Service:	\$ 27,739.00	\$ 28,849.00
After Completion of 2 Full Yrs. of Continuous Service:	\$ 32,298.00	\$ 33,590.00
After Completion of 3 Full Yrs. of Continuous Service:	\$ 36,857.00	\$ 38,331.00
After Completion of 4 Full Yrs. of Continuous Service:	\$ 41,415.00	\$ 43,072.00
After Completion of 5 Full Yrs. of Continuous Service:	\$ 45,972.00	\$ 47,811.00

PROGRESSION INCREASES FOR EMPLOYEES
ENGAGED PRIOR TO JANUARY 1, 1993

<u>NAME</u>	<u>EFFECTIVE DATE</u>	<u>INCREASE</u>	
		<u>1993</u>	<u>1994</u>
F. Yannuzzi	April 1	\$4,558.00	\$4,739.00
M. Garcia	April 1	\$4,558.00	\$4,739.00
P. Montuore	April 1	\$4,558.00	\$4,739.00
J. Csady	August 1	\$4,559.00	\$4,741.00
C. Dorn	August 1	\$4,559.00	\$4,741.00
B. Mulligan	February 1	\$ -0-	\$4,741.00
R. Treiber	February 1	\$ -0-	\$4,741.00

EXHIBIT III
BASIC ANNUAL SALARIES

NAME	<u>1993</u> SALARY	<u>1994</u> SALARY	BONUS
Treiber, J.	59,970	62,369	312
Bundschuh	55,891	58,127	291
Arnold	57,891**	60,127**	291
Sztuk	51,073	53,116	266
Conrad	53,073**	55,116**	266
DiLauri	51,073	53,116	266
Smith	53,073**	55,116**	266
Kelly	51,073	53,116	266
Chapman	51,073	53,116	266
Wysocki	45,972	47,811	239
Wallo	45,972	47,811	239
Forlenza	47,972**	49,811**	239
Williams	45,972	47,811	239
Morrison	45,972	47,811	239
Connolly	45,972	47,811	239
Murphy	45,972	47,811	239
Cocozza	45,972	47,811	239
Bianco	45,972	47,811	239
Solden	45,972	47,811	239
Stewart	45,972	47,811	239
Yannuzzi	36,857	43,072	215
	41,415*	47,811*	
Garcia	36,857	43,072	215
	41,415*	47,811*	
Montuore	36,857	43,072	215
	41,415*	47,811*	
Csady	32,298	38,331	192
	36,857*	43,072*	
Dorn	27,739	33,590	168
	32,298*	38,331*	
Mulligan	23,181	24,108	121
		28,849*	
Treiber, R.	23,181	24,108	121
		28,849*	

** Includes \$2,000 Detective Increment

* Effective on Employment Anniversary Date

EXHIBIT III - A

Gross Payroll Wage Calculations (Subject to Continued Employment thru 12/31)

1993

1994

NAME	WAGES	LONGEVITY	WAGES	BONUS	LONGEVITY
Trieber, J.	59,970.00	1,625.00	62,369.00	312.00	1,625.00
Bundschuh	55,891.00	1,625.00	58,127.00	291.00	1,625.00
Arnold	*57,891.00	1,625.00	*60,127.00	291.00	1,625.00
Sztuk	51,073.00	1,625.00	53,116.00	266.00	1,625.00
Conrad	*53,073.00	1,625.00	*55,116.00	266.00	1,625.00
DiLauri	51,073.00	1,625.00	53,116.00	266.00	1,625.00
Smith	*53,073.00	1,625.00	*55,116.00	266.00	1,625.00
Kelly	51,073.00	1,200.00	53,116.00	266.00	1,200.00
Chapman	51,073.00	1,200.00	53,116.00	266.00	1,200.00
Wysocki	45,972.00	1,200.00	47,811.00	239.00	1,200.00
Wallo	45,972.00	1,200.00	47,811.00	239.00	1,200.00
Forlenza	*47,972.00	600.00	*49,811.00	239.00	600.00
Williams	45,972.00	600.00	47,811.00	239.00	600.00
Morrison	45,972.00	600.00	47,811.00	239.00	600.00
Connolly	45,972.00	600.00	47,811.00	239.00	600.00
Murphy	45,972.00	600.00	47,811.00	239.00	600.00
Cocozza	45,972.00	300.00	47,811.00	239.00	600.00
Bianco	45,972.00	300.00	47,811.00	239.00	300.00
Solden	45,972.00	300.00	47,811.00	239.00	300.00
Stewart	45,972.00	-	47,811.00	239.00	300.00
Yannuzzi	40,276.00	-	46,626.00	215.00	300.00
Garcia	40,276.00	-	46,626.00	215.00	300.00
Montuore	40,276.00	-	46,626.00	215.00	300.00
Csady	34,198.00	-	40,306.00	192.00	-
Dorn	29,639.00	-	35,565.00	168.00	-
Mulligan	22,289.00	-	28,454.00	121.00	-
Treiber, R	22,289.00	-	28,454.00	121.00	-

* Includes \$2,000.00 Detective Increment

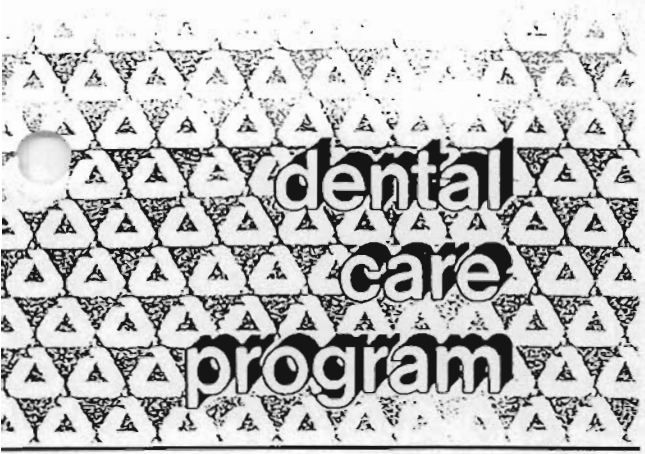
EXHIBIT IV

NEW JERSEY DENTAL SERVICE PLAN BENEFITS

ADDENDUM

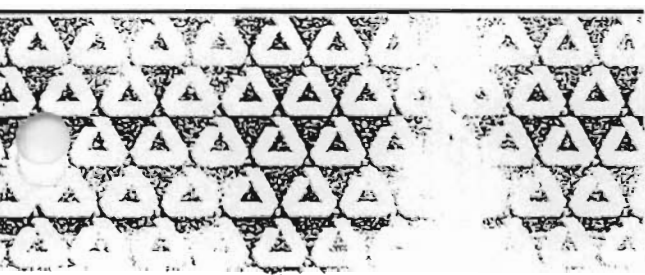
Upon notice of intent to retire, a police officer may choose to carry over two weeks vacation time into the year of his/her anticipated retirement from the previous year. If the police officer chooses to do so, the officer's total vacation entitlement in the year of retirement must be used at one time immediately prior to the date of retirement. If the police officer changes his/her mind in the year of his/her retirement and decides not to retire, he/she will not be entitled to use, or be paid for, the two weeks carried over from the previous year.

The terms of this addendum shall be subject to Article V - Grievance Procedure and Arbitration.



dental care program

Borough of Florham Park
Group No. 1339



Provided by



**Delta Dental Plan
of New Jersey, Inc.**

3-90



ABOUT THIS BROCHURE...

This is not a summary plan description designed to meet the requirements of ERISA. This brochure contains a general description of your dental care program for your use as a convenient reference. All benefits are governed by the provisions of your group's contract with Delta Dental Plan of New Jersey, Inc.

HISTORY OF DELTA DENTAL

Delta Dental Plan of New Jersey, Inc. is a not-for-profit service corporation organized in 1969. During the past years, Delta has enjoyed a vigorous response from both the dental profession and the public. Delta was created by the dental profession, and now has approximately 90% of New Jersey's licensed, practicing dentists as participating members.

Many New Jersey residents from the industrial, commercial, governmental and educational sectors are covered under Delta dental care programs.

The support of the dental profession together with the Delta method of administration provides the best dental care programs to the greatest number of persons in New Jersey. Delta Dental Plan of New Jersey, Inc. is a member of Delta Dental Plans Association, the nationwide association of not-for-profit dental plans.

FREE CHOICE OF DENTIST

You may choose any fully licensed dentist to render necessary services. Participating dentists will be paid directly by Delta to the extent that services are covered by the contract. Non-participating dentists will bill the patient directly, and Delta will make payment directly to the subscriber. *Maximum benefit can be derived by utilizing the services of a participating dentist.*

USUAL, CUSTOMARY and REASONABLE FEES

Payment for benefits under your usual, customary and reasonable fee program is based upon the prefiled fees of the participating dentist.

An important concept of Delta administration is to review:

- a. the fees charged by the participating dentist, ensuring that they do not exceed usual, customary and reasonable fees,
- b. the dental services to be provided, thus promoting a quality of dental care consistent with prevailing standards of dental practice.

Delta Dental Care Programs cover the following services when they are rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.

I. PREVENTIVE & DIAGNOSTIC SERVICES

Diagnostic— Procedures such as examinations and x-rays, to assist the dentist in evaluating the existing conditions to determine the required dental treatment. Examinations are allowable twice in a twelve (12) month period.

Preventive— Procedures to assist in preventing oral disease including: Prophylaxis twice in a twelve (12) month period. Topical application of fluoride solutions to age 19; Space maintainers.

II. REMAINING BASIC SERVICES

Oral Surgery— Procedures for extractions and other oral surgery including pre- and post-operative care. General anesthesia when administered by a dentist in conjunction with oral surgery performed by a dentist.

Restorative— Procedures for treatment of carious lesions using amalgam, composite, porcelain or plastic restorations; sealants.

Endodontics— Procedures for pulpal therapy and root canal filling.

Periodontics— Procedures for treatment of the tissues supporting the teeth.

Emergency Care— Necessary palliative treatment for minor dental pain.

III. CROWNS, INLAYS & GOLD RESTORATIONS

Crowns, inlays and gold restorations will be provided when teeth cannot be restored with the above materials.

IV. PROSTHODONTIC BENEFITS

Procedures for construction of bridges, partial and complete dentures and repair of existing prosthetic appliances.

V. ORTHODONTIC BENEFITS

Procedures performed involving the use of an orthodontic appliance for treatment of malalignment of teeth and/or jaws which significantly interferes with their functions.

WHO IS ELIGIBLE?

All employees and their dependents eligible for this dental care program will be covered from the first day of the month following 3 months of continuous full time employment (minimum of 40 hours per week)

Dependents of employees are also eligible for benefits as described.

Dependents are your lawful spouse and unmarried children to age 19 or to age 23 if enrolled as full-time students in an accredited school, college or university. Children include step children, adopted children and foster children, provided such children are dependent upon the employee for support and maintenance.

WHEN DOES COVERAGE TERMINATE?

Coverage for employees and their eligible dependents shall cease on:

- 1) Termination of employee's employment
- 2) Death of employee

Coverage for dependent spouse shall terminate on divorce from the covered employee.

Coverage for a dependent child shall terminate upon attaining the limiting contract age (see eligibility section above).

CONTINUATION OF COVERAGE

Under Federal Regulations, an employee, spouse or dependent child has the right to continue dental coverage if certain qualifying events are met.

Contact your employer for additional details. The individual continuing coverage shall be responsible for payment of the required premiums.

BENEFITS

(Percentage of Delta's Allowable Charges)

Preventive & Diagnostic Services	100 %
Remaining Basic Services	70 %
Crowns	70 %
Prosthodontic Services	50 %
Orthodontic Services (for eligible dependent children only)	50 %

DEDUCTIBLE

Deductible per patient for each calendar year (applies to all services)	\$ 25
Deductible per family for each calendar year (applies to all services)	\$ 75

CALENDAR YEAR MAXIMUM

Calendar year maximum per patient for Preventive & Diagnostic, Basic, Crowns and Prosthodontic Services	\$ 1000
Lifetime maximum per patient for Orthodontic Services	\$ 500

SERVICES NOT COVERED

- Services for injuries or conditions which are compensable under Workers' Compensation or Employers' Liability Laws; services which are provided to the eligible patient by any Federal or State Government Agency or are provided without cost to the eligible patient by any municipality, county or other political subdivision.
- Services with respect to congenital or developmental malformations (including TMJ), cosmetic surgery and dentistry for purely cosmetic reasons.
- Prescribed drugs, analgesics
- Experimental procedures
- Oral hygiene instruction
- Services performed prior to effective date of coverage
- Services to correct minor tooth movement
- Charges for hospitalization, including hospital visits
- Broken appointments
- Laboratory tests

LIMITATIONS

Dental services are subject to the following limitations:

- (a) X-Rays: Complete mouth x-rays are provided only once in a three (3) year period, unless special need is shown. Supplementary bite-wing x-rays are provided not more than twice in a twelve (12) month period.
- (b) Crowns, Inlays and Gold Restorations: Replacement will be made only after five (5) years have elapsed following any prior provision of crowns, inlays or gold restorations under any Delta program.
- (c) Prosthodontics: Prosthodontic appliances will be replaced only after five (5) years have elapsed following any prior provision of such appliances under any Delta program. Replacement will be made of a prosthodontic appliance not provided under a Delta program only if it is unsatisfactory and cannot be made satisfactory.

OPTIONAL SERVICES

In all cases in which the patient selects a more expensive plan of treatment than is customarily provided, Delta will pay the applicable percentage of the lesser fee. The patient must pay the entire remainder of the dentist's fee.

- (1) Crowns, Inlays and Gold Restorations will be provided only when teeth cannot be restored adequately by using amalgam, porcelain, plastic or composite restorations.
- (2) Dentures: Delta will provide a standard cast chrome or acrylic denture. If, in the construction of the denture, the patient and the dentist decide on personalized restorations or employ specialized techniques as opposed to standard procedures, Delta will allow an appropriate amount for the standard denture toward such treatment, and the patient must bear the difference in cost.
- (3) Occlusions: Delta will allow the cost of restorations required to replace missing teeth. Procedures, appliances or restorations necessary to increase vertical dimension and/or restore or maintain the occlusion are considered optional, and the cost is the responsibility of the patient. Such procedures include, but are not limited to, equilibration, periodontal splinting, restoration of tooth structure lost from attrition and restoration for malalignment of the teeth.
- (4) Restorations: Composite restorations will be allowed on anterior teeth only. An allowance for amalgam restorations will be made on posterior teeth.

Delta shall not be obligated to make payment for treatment plans submitted more than one year after the date of rendition of the service.

Delta's allowable charge for each procedure will be as follows

A) Delta's participating dentists will be paid based upon the least of

- 1) The Dentist's charged fee,
- 2) The Dentist's filed fee with Delta,
- 3) Delta's allowance for usual, customary and reasonable fees.

(When services are performed by participating dentists, payment is made to the Dentist)

B) Non-participating dentists will be paid based upon the lesser of:

- 1) The Dentist's charged fee,
- 2) Delta's allowance for the prevailing fee

(When services are performed by non-participating dentists, payment is made to the subscriber.)

C) Out-of-State dentists will be paid based upon the lesser of:

- 1) The Dentist's charged fee,
- 2) Delta's allowance for usual, customary and reasonable fees.

(When services are performed by out-of-state dentists, payment is made to the subscriber.)

In order to avoid duplication of payment for the same services, the benefits of the dental program are coordinated with other plans which are not purchased by the employee and which provide dental benefits. Generally, if you are covered by more than one plan, your expenses will be shared between the plans, up to the full amount of the allowable charges

CLAIMS AND APPEAL PROCEDURE

Delta will notify you if any services are denied, in whole or in part, stating the reason(s) for the denial on a copy of the Notification of Payment which will be sent to you. Within 60 days after receipt of a notice of denial, you may make a written request for review of such denial by addressing your request to Delta Dental Plan of New Jersey, Inc., Benefit Services Department, 959 Route 46, Parsippany, N.J. 07054. You must state the reason(s) you believe Delta should reconsider its determination of benefits. Before making a formal written request for review, you are encouraged to discuss your claim with your Benefits Department.

Delta shall make a full and fair review of your request for reevaluation and may require additional documents as it deems necessary or desirable in making such a review. Certain requests may be referred to one of Delta's regional consultants or to a Delta review committee. Unless referral to a review committee is required or other unusual circumstances arise, you should receive a decision on your request for review, in writing, within 30 days but no longer than 120 days after Delta receives your request.

HOW TO USE YOUR PROGRAM

Visit your own dentist. If you do not have a dentist, there is a directory available at the Benefits Department listing participating dentists.

During your FIRST appointment, tell your dentist that you are covered under this Delta Dental Program. Give him/her your Group's name, its Delta Group Number and your Social Security Number. Your dependents, if covered, should give YOUR SOCIAL SECURITY NUMBER.

Your dentist will perform an examination and submit a predetermination form to Delta, if necessary, to determine how much of the charge will be your responsibility. Before treatment is started be sure you discuss with your dentist the total amount of his/her fee.



Delta Dental Plan
of New Jersey, Inc.
959 Route 46 - P.O. Box 222
Parsippany, New Jersey 07054
Claim Inquiries: NJ (800) 452-9310
Out-of-State (800) 346-5377

The individual named hereon is enrolled in the dental program of the group identified below. This card is for identification purposes only and is not a guarantee of coverage. For information concerning benefits, you may contact Delta at the above address.

NAME _____ GROUP NO. 1339
SOC. SEC. NO. _____