

*Contract* no. 735

COPY

AGREEMENT  
BETWEEN THE BOROUGH OF NORTH PLAINFIELD  
AND  
NORTH PLAINFIELD PROFESSIONAL FIRE FIGHTERS' ASSOCIATION  
IAFF LOCAL NO. 2958  
1991 - 1993

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AGREEMENT  
BETWEEN THE BOROUGH OF NORTH PLAINFIELD  
AND  
NORTH PLAINFIELD PROFESSIONAL FIRE FIGHTERS' ASSOCIATION  
LOCAL NO. 2958

PREAMBLE

This Agreement, effective as of the first day of January 1991, by and between the Borough of North Plainfield, situated in the County of Somerset, State of New Jersey, hereinafter referred to as the "Borough", and North Plainfield Professional Firefighters Association, IAFF Local No. 2958, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Borough and such of its employees of the uniformed Department of Fire Prevention and Protection who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATION

Section 1. Recognition

The Borough recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all full-time paid Firefighters within the Borough's Department of Fire Prevention and Protection as per Chapter 303, Laws of New Jersey, as



amended. The term "Firefighter" shall include firefighting personnel assigned to perform the duties of fire inspector.

Section 2. Areas of Negotiation

The Borough and the Union hereby agree that the Union has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, procedures for adjustment of disputes and grievances, and other related matters.

Section 3. Workforce Improvement

The Borough, as part of its inherent rights, retains unto itself the right to require members of the Union to attend schools, seminars, training programs or sessions, or similar activities designed to improve the quality of the workforce and service to the community, provided compensation for off-duty participation in said activity is payable at the overtime rate in either compensatory time or cash, at the employee's option. Compensatory time earned under this provision shall be used or paid within twelve months of the occurrence.

Section 4. Parties Bound

This Agreement shall be binding upon the Borough and all Firefighters as defined in Section 1 above.

ARTICLE II

HOURS OF WORK

Section 1. Platoon Personnel

The hours of work for Firefighters shall be an average of forty-two (42) hours per week based on an eight (8) week cycle of ten (10) hour day shifts, and fourteen (14) hour night shifts, in accord-

ance with N.J.S.A. 40A:14-52. Day tours shall be from 0800 to 1800 hours, and night tours shall be from 1800 to 0800 hours. The sequence of tours shall be: two (2) consecutive day tours followed by seventy-two (72) consecutive off-duty hours, followed by two (2) consecutive night tours followed by forty-eight (48) consecutive off-duty hours, whereupon the schedule shall repeat.

#### Section 2. Staff Fire Inspector

The hours of work for a staff fire inspector shall be an average of forty-two hours per week, with four or five workdays per week, and so arranged that there is a minimum of two consecutive days off between workweeks.

#### Section 3. Manpower Levels

Nothing contained in this Agreement shall be construed to impair the authority of the Chief of the Department of Fire Prevention and Protection (hereinafter referred to as "Chief" and "Department," respectively), or the officers or other officials having charge or control of the Department in case of emergency or shortage of personnel (shortage of personnel construed to mean less than four (4) men on a shift) from summoning or keeping on duty any and all members of the Department during the period of emergency, or shortage of personnel.

#### Section 4. Transfers

A. In the event the shift of a Firefighter is changed without affording him seventy-two (72) hours advance notice of said change, he shall be paid at the overtime rate for all hours worked by him within the first seventy-two (72) hours following notification to him of the change.



B. A Firefighter who is transferred from one shift to another during January of any year shall not receive any additional compensation provided: (a), he is afforded notice in accordance with subsection "A", above; (b), he is given a minimum of forty-eight (48) consecutive off-duty hours between shifts; and, (c), his work week does not exceed an average of forty-two (42) hours in an eight (8) week cycle.

### ARTICLE III

#### DUTIES

##### Section 1. Routine Duties

Firefighters may be assigned to perform duties relating to fire fighting, preparation of equipment and training, care and maintenance of fire fighting equipment and apparatus, overhaul work, fire prevention, rescue, salvage, non-structural repairs of a minor nature, painting and care, maintenance and housekeeping inside the fire house.

##### Section 2. Other Duties

Firefighters may be assigned (a) to perform inspections and supplementing building inspectors when sufficient personnel are available in the judgment of the Chief between the hours of 1630 and 2100, Mondays through Fridays, and from 0900 to 1200 on Saturdays; and (b) during the same periods as (a), periodic checking of apartment complexes within the Borough for blockage of ingress and egress of fire apparatus.

##### Section 3. Fire and/or Safety Patrols

Firefighters may be assigned to conduct fire and/or safety patrols in accordance with programs heretofore developed, adopted and

promulgated by the Chief. All assignments shall be made by the Chief or the officer in charge in the Chief's absence.

Section 4. Staff Fire Inspector

The Firefighter assigned to the staff position of Fire Inspector shall assist the Chief Fire Inspector and the Fire Official in the administration, promulgation, and the enforcement of the Borough's Fire Prevention Code, and the public fire education programs, performing such particular duties as may be assigned by the Chief.

In addition, the Staff Fire Inspector shall maintain his qualification as a Firefighter for temporary or permanent re-assignment, and shall have or attain the certifications required by the New Jersey Uniform Fire Code, and the "Fire Protection Inspector RCS" license required by the New Jersey Uniform Construction Code.

Section 5. Fire Inspector

Firefighters serving as Fire Inspectors shall perform such fire prevention inspections and public education details as may be assigned by the Fire Official or his designee. Fire Inspectors shall have or attain the certification required by the New Jersey Uniform Fire Code for "fire inspector".

Section 6. Additional Benefits

Any additional benefits beyond those listed herein that the Borough may want to grant to fire inspectors shall be negotiated with the Union before they are implemented.



ARTICLE IV

SALARY

Section 1. Base Salary

Firefighters shall be paid annual base salaries for 1991, 1992 and 1993 as follows:

RANK	ANNUAL SALARY RATES	
	<u>Jan. 1 - June 30</u>	<u>July 1 - Dec. 31</u>
	<u>1991</u>	
Class A Firefighter	\$38,130.00	\$39,656.00
Class B Firefighter	35,312.00	36,724.00
Class C Firefighter	31,996.00	33,276.00
Probationary Firefighter	28,680.00	29,828.00
	<u>1992</u>	
	<u>Jan. 1 - June 30</u>	<u>July 1 - Dec. 31</u>
Class A Firefighter	\$40,846.00	\$42,480.00
Class B Firefighter	37,826.00	39,338.00
Class C Firefighter	34,274.00	35,646.00
Probationary Firefighter	30,722.00	31,952.00
	<u>1993</u>	
	<u>Jan. 1 - June 30</u>	<u>July 1 - Dec. 31</u>
Class A Firefighter	\$43,754.00	\$45,504.00
Class B Firefighter	40,518.00	42,138.00
Class C Firefighter	36,716.00	38,184.00
Probationary Firefighter	32,910.00	34,226.00

Step movement shall be maintained as in the past, i.e., increments accrue on the Firefighter's anniversary date.



Section 2. Fire Inspectors

In addition to the compensation specified in Section 1 above, any Firefighter assigned to the position and duties of fire inspector shall receive annual compensation as follows:

Fire Inspector	\$1,250.00
Staff Fire Inspector	\$3,550.00

The additional compensation for inspectors shall be incorporated into salary for pension purposes.

Section 3. Overtime

Overtime, except in those instances for which compensatory time off credits are earned pursuant to Article XII, Section 1, shall be compensated by payment to the Firefighter on the second regular pay day following the date upon which overtime was worked. Payment for overtime as hereinabove provided shall be at a rate of one-hundred-fifty (150%) per cent of the Firefighter's regular pay for each overtime hour worked.

Section 4. Court Time

A. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Firefighter covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury Proceeding, or other courts or Administrative Bodies, pursuant to his duties as a Firefighter.

B. All such required court time shall be considered as overtime and shall be compensated at time and one-half.

C. When a Firefighter covered under this Agreement shall be required to travel to and from any of the courts or Administrative

Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which a Firefighter is entitled, provided, however, that such travel shall be computed between the Borough's fire headquarters and the pertinent court or Administrative Body.

D. The amount of overtime to which a Firefighter may be entitled under this Article shall be the actual time required, including waiting time in the Court or Administrative Body, together with any applicable travel time, but in no event shall he receive less than two hours' pay at the overtime rate for such court appearances.

Section 5. Firefighter/Staff Meetings

Firefighters required to attend monthly or special firefighter/staff meetings shall be compensated for a minimum of two (2) hours pay, regardless of the amount of time in actual attendance, or for the actual hours in attendance, whichever is more, at the overtime rate of one hundred-fifty (150%) percent of the firefighter's regular pay.

ARTICLE V

LONGEVITY

Firefighters shall receive the following longevity pay calculated using the Firefighters' anniversary dates:

a. Two (2%) per cent of base salary after five (5) years employment by the Borough of North Plainfield;

b. Four (4%) per cent of base salary after ten (10) years employment by the Borough of North Plainfield;

c. Six (6%) per cent of base salary after fifteen (15) years employment by the Borough of North Plainfield.



Longevity pay for all Firefighters shall be incorporated into salary for pension purposes.

## ARTICLE VI

### HOLIDAYS

#### Section 1. Pay for Holidays

In lieu of receiving days off for holidays, each Firefighter shall receive payment therefor equivalent to a minimum of fourteen (14) days per year, plus such additional days as Borough Clerical personnel shall be allowed as extra holidays.

The fourteen (14) holidays shall be:

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veteran's Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Day

#### Section 2. Method of Payment

Holiday pay for all Firefighters shall be incorporated into salary for pension purposes.

#### Section 3. Duties on Holidays

Routine duties shall be performed on all holidays for which extra compensation is paid, pursuant to Section 1 above, except Christmas Day, Easter Sunday, Thanksgiving Day, New Year's Day, Independence

Day, Labor Day and Memorial Day. On the latter designated holidays, Firefighters shall only perform duties relating to firefighting, essential preparation and maintenance of firefighting equipment and apparatus, fire and/or safety patrols, and minimum maintenance and housekeeping inside the fire house as needed to maintain safe and sanitary conditions.

## ARTICLE VII

### UNIFORMS AND UNIFORM MAINTENANCE

#### Section 1. Purchase of Uniforms

The Borough shall be responsible for the purchase of new and replacement uniforms and protective clothing for members of the Union.

#### Section 2. Uniform Maintenance Allowance

The Borough shall provide an annual uniform and protective clothing routine maintenance allowance in the amount of \$250.00, payable in the second pay period of January.

#### Section 3. Class I Uniform

The Class I uniform shall no longer be required to be worn while reporting to and leaving duty, but shall be maintained for serviceability and fit, and is to be worn on those occasions as determined by the Chief.

#### Section 4. Street Dress

Each Firefighter shall have the option of wearing the work uniform or street clothes when reporting to and leaving duty.



## ARTICLE VIII

### VACATIONS

#### Section 1. Vacation Allowance

Firefighters shall be paid their normal salaries during vacation periods and shall be entitled to annual vacation days in accordance with the following schedule:

a. During the first year of service with the Borough, a Firefighter will receive no vacation days.

b. On the first anniversary of his employment, he will receive vacation days based on eight (8) workdays prorated for the balance of that year. In order to receive credit for a month, the employment must commence no later than the 15th of the month.

c. On January 1, following the first year of his anniversary date, the Firefighter would receive fifteen (15) days' vacation for two years' service.

Example: Employment commences July 1, 1981. On July 1, 1982, Firefighter receives four (4) days vacation for the year 1982, representing one-half (1/2) of entitlement after one year of service.

Example: A Firefighter hired on July 1, 1981, would be entitled to fifteen (15) workdays of vacation on January 1, 1983.

d. Seventeen (17) workdays commencing with the fifth (5) year of service.

e. Twenty-four (24) workdays commencing with the tenth (10) year of service.

f. Thirty (30) workdays commencing with the twentieth (20) year of service.

#### Section 2. Accumulated Vacation

If a Firefighter does not take all or part of his vacation during one calendar year, all or part of same, as the case may be, shall be accumulated into the next succeeding year, and the Firefight-

er shall be entitled to same, provided the taking of said time does not interfere with other vacation schedules in said succeeding year. If the Firefighter is unable to take said accumulated vacation in the succeeding year due to a transfer or similar action ordered by the Borough, then the Firefighter shall be compensated in cash for said days.

Section 3. Vacation Selections

A. The vacation period for all Firefighters shall be from January 1 to December 31.

B. Vacation preference shall be determined on the basis of seniority within the platoon.

C. Vacation time and/or compensatory and/or personal leave may be taken at the same time by no more than a maximum of one employee, which shall mean one Firefighter or one supervisor.

D. Firefighters may utilize five (5) vacation days as single-day picks. Each single-day vacation request must be submitted for approval to the Chief or his designee no later than seventy-two (72) hours in advance. However, short notice requests will be considered on a case by case basis. Anything to the contrary contained herein notwithstanding, when there is a three (3) day holiday/weekend and the requested day off is the day immediately following the holiday/weekend, the request must be filed no later than 12:00 noon on the day preceding the holiday/weekend.



## ARTICLE IX

### INSURANCE

The Borough shall, at its expense, provide Blue Cross, Blue Shield, Rider J and Major Medical Insurance for Firefighters and their families which shall be deemed to include spouse and children.

The Borough will provide a group dental insurance plan to cover members of the bargaining group and their dependents at no cost to Firefighters. Said plan shall become effective January 1, 1990 pursuant to the level of benefits agreed upon and attached hereto as Exhibit 2.

## ARTICLE X

### LEAVES OF ABSENCE

#### Section 1. Exchange of Duty

A Firefighter may, with the approval of the Chief, be granted an exchange of duty with pay for any days on which he is able to secure another Firefighter to work in his place. Each exchange of duty request must be submitted for approval to the Chief or his designee no later than seventy-two (72) hours in advance. However, short notice requests will be considered on a case by case basis. Anything to the contrary contained herein notwithstanding, when there is a three (3) day holiday/weekend and the requested exchange day off is the day immediately following the holiday/weekend, the request must be filed no later than 12:00 noon on the day preceding the holiday/weekend.

Exchanges in any calendar year must be completed by January 31 of the immediately following calendar year.

#### Section 2. Early Exchange

A. All early exchange requests must be approved by the platoon Commander prior to the member being released from duty. Early exchange leave shall only be available during the thirty (30) minutes prior to the start of each shift.

B. Any member relieving another shall do so by position and assignment only. No exchanges shall be taken or approved for less than five (5) minutes prior to the change of shift.

#### Section 3. Funeral Leave

A Firefighter shall receive three days' leave in the event of a death within the immediate family, which shall be construed to include father, mother, grandmother, grandfather, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, spouse and child. An additional day may be granted upon a reasonable request therefor and at the discretion of the Chief.

#### Section 4. Sick Leave

A. Sick leave benefits shall be in accordance with the Agreement between the Borough and FMBA Local No. 53 dated November 4, 1976, as contained in Exhibit 1 annexed hereto, which said Agreement is hereby extended to remain in full force and effect throughout the term of this Agreement.

B. The Firefighter shall be entitled to receive blanket approval for leaving his place of recuperation while on sick leave of periods in excess of five days, provided, however, that such approval



shall not be granted until the Chief is supplied with a note from the Firefighter's physician indicating that the period of recuperation is in excess of five days.

Section 5. Personal Leave

A Firefighter shall receive one (1) day of personal leave in the event he did not utilize any sick leave time in the preceding calendar year. The personal day must be utilized in the year in which credit is received. Each personal day leave request must be submitted for approval to the Chief or his designee no later than seventy-two (72) hours in advance. However, short notice requests will be considered on a case by case basis. Anything to the contrary contained herein notwithstanding, when there is a three (3) day holiday/weekend and the requested day off is the day immediately following the holiday/weekend, the request must be filed no later than 12:00 noon on the day preceding the holiday/weekend.

ARTICLE XI

UNION BUSINESS LEAVE

Section 1. Representation for Negotiation and Grievances

The Borough grants the three members of the Union Negotiating Committee and three members of the Union Grievance Committee leave from duty, with full pay, for all meetings between Borough officials and the Union for the purposes of negotiating an Agreement and for the processing of grievances, when such meetings occur during the concerned committee members' scheduled duty hours.



Section 2. State and International Meetings

A. The Borough grants the Union Executive Delegate leave from duty, with pay, to attend the annual convention of the Fire Fighters Association of New Jersey, and the International Association of Fire Fighters, when such conventions occur on the Delegate's scheduled duty shift. Any approved member attending a union convention shall be given reasonable time off for travel to and from the convention. The dates of these conventions shall not be available for use for leaves of any type except sick leave by any member of the Union on the same platoon.

B. The Borough grants the Union Executive Delegate and President leave from duty, with full pay, for all membership meetings of the Fire Fighters Association of New Jersey, and a total of four days leave from duty, with pay, for seminars of the Fire Fighters Association of New Jersey and the International Association of Fire Fighters, when such meetings or seminars occur during the Executive Delegate's and President's scheduled duty hours, provided, however, that the Borough's obligation is limited to ordering overtime coverage for only one of these individuals to attend such meetings and/or seminars. Notification shall be made to the Chief at least one week prior to the use of this leave.

ARTICLE XII

COMPENSATORY TIME

Section 1. Credits

A. Firefighters voluntarily responding while off duty to a general alarm, or called in to duty or held over on duty because of a



fire or primarily fire-related emergency, shall be granted one (1) credit for each such occasion regardless of the amount of time worked. For every three (3) credits so accumulated, one (1) day compensatory time off shall be allowed. Each compensatory time off request must be submitted for approval to the Chief or his designee no later than seventy-two (72) hours in advance. However, short notice requests will be considered on a case by case basis. Anything to the contrary contained herein notwithstanding, when there is a three (3) day holiday/weekend and the requested day off is the day immediately following the holiday/weekend, the request must be filed no later than 12:00 noon on the day preceding the holiday/weekend.

B. No compensatory time credit shall be granted or earned for any occasion a Firefighter arrives at headquarters or responds to the scene of a general alarm thirty (30) minutes or less prior to the start of his scheduled duty, regardless of the time of the alarm.

C. No compensatory time credit shall be granted or earned for any occasion a Firefighter is held over on duty for thirty (30) minutes or less.

D. Said limitation on compensatory time credits per Paragraphs "B" and "C", above, are applicable only as long as the early exchange provision in Article X, Section 2, remains in effect.

#### Section 2. Program

This provision shall supersede any rule, regulation, policy or procedure of the Department heretofore or hereafter promulgated concerning the subject matter of this Article XII. Provided, however, this provision shall not be construed to affect any compensatory time standing to the credit of a Firefighter as of January 1,



1979. Provided, further, the Chief shall have the absolute right at any time to discontinue the voluntary off-duty response to general alarms program.

Section 3. Vesting of Time Earned

Any compensatory time off earned by a Firefighter pursuant to Article XII, Section 1, shall be deemed to vest immediately and in the event said compensatory time off is not taken by a Firefighter during his term of service with the Department, same shall be due to him upon his termination of such employment, at the rate of pay he is receiving on the date of termination. Said compensation shall be paid at the option of the Firefighter in one installment (minus appropriate deductions for withholding, retirement, etc.) or in regular pay increments immediately preceding date of retirement while the Firefighter is taking time off. Said option shall be exercised by written notification to the Chief in the following manner:

a. In the instances of regular retirement, six (6) months prior to date of termination or three (3) months plus number of scheduled shift working days and accumulated vacation days prior to date of termination, whichever is earlier.

b. In all other instances of termination, at least two (2) months prior to date of termination unless said date may not reasonably be anticipated, in which event immediate notification shall be made upon said date becoming reasonably predictable.

In the event election is not timely made as hereinabove set forth, Borough may make payment for compensatory time off in regular pay increments following date of termination extended over the number of compensatory days off standing to the credit of the Firefighter.

In the event of death of a Firefighter, any payment otherwise due under this Section shall be paid to his estate.



ARTICLE XIII  
GRIEVANCE PROCEDURE

A grievance is any dispute between the parties to this Agreement concerning any event which affects the terms and conditions of employment, or the alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

At any step in the following procedure, the lack of a written reply by the Borough shall be considered a denial, and shall entitle the grievant to advance to the next step in the procedure.

Step One

a. All grievances shall be submitted in writing to the Chief within thirty days following the occurrence of the matter aggrieved. The grievance document shall include the date, time, location and circumstances surrounding the matter aggrieved; the Article and Section of the contract allegedly violated, when applicable; and the remedy sought by the Union.

b. Whenever possible, the Chief shall meet with the grievant to discuss the subject in an effort to resolve the dispute.

c. The Chief shall decide the grievance, in writing, and within ten (10) days deliver a copy of his decision to the Union Grievance Committee.

Step Two

a. A written appeal may be taken from the Chief's decision to the Administrator within ten (10) days of the Chief's decision.

b. The Administrator shall decide the grievance, in writing, and within ten (10) days deliver a copy of his decision to the Union Grievance Committee.

### Step Three

a. If the Union is dissatisfied with the Administrator's decision, the grievance may be submitted to binding arbitration under the auspices of the Public Employment Relations Commission.

b. An election by the Union to submit to binding arbitration shall be exercised by (1) a written notification by the Union to the Administrator within twenty (20) days after the Administrator's decision, and (2) within ten days of that notification, filing with the Public Employment Relations Commission for arbitration of the grievance.

c. Arbitration costs shall be shared equally by the Borough and the Union. An impasse in the collective bargaining process shall not be considered the subject of a grievance.

## ARTICLE XIV

### MISCELLANEOUS

#### Section 1. Acting Assignments

Acting assignments shall be made by the Chief based upon seniority and/or competency. Any Firefighter who is called upon to act as a platoon officer during a tour of duty shall be entitled to one hour of overtime for each such tour which he works. An Acting Officer called in on his day off for Acting Officer training shall receive Acting Officer pay for that day. Acting assignments of Firefighters shall only be terminated in good faith and not for the sole purpose of avoiding payment at a higher rate. The Firefighter in charge at an incident shall receive Acting Officer pay, provided he is not already being compensated under this section.

#### Section 2. Education

Firefighters taking fire science courses at any duly accredited New Jersey college or the Open Learning Fire Service Program shall be



reimbursed one hundred per cent (100%) of the actual costs for tuition, provided:

(a) The Firefighter shall have successfully completed the course with a "C" average or higher; and

(b) The Firefighter did not receive reimbursement of the costs from a collateral source.

### Section 3. Unreimbursed Expense

The Borough shall pay annually to each Firefighter two hundred fifty dollars (\$250.00) for unreimbursed expense. Said payment shall be made by separate check in the second pay period of January.

### Section 4. Discipline

No Firefighter shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any occupational advantage or given an adverse evaluation without just cause. Any such action asserted by the Borough or any official, agent, representative or body thereof shall be subject to the grievance procedure herein set forth; except that the procedure for suspension, removal from office, fine or reduction in rank shall not be subject to the grievance procedure, but as set forth in N.J.S.A. 40A:1-147, et. seq. Should, however, there be no statutory right of appeal to a court in any such proceeding, then the grievance procedure shall apply.

### Section 5. Safety and Health Committee

This committee shall have the responsibility of making recommendations on the safety and health matters of the Firefighters. Such safety and health considerations shall include operations, protective equipment and technological innovations. This committee shall

meet not less than twice a year with the Chief and consist of two representatives of the Union.

Section 6. Rights During Investigations

When a Firefighter is called to an "investigatory meeting" from which he can reasonably expect to receive discipline, the Firefighter has a right to have union representation present if he so desires. In addition, the Firefighter has a right to be notified in advance of the subject matter of an investigatory interview and be afforded the opportunity to confer with a union representative before the interview.

Section 7. Administrative Policies and General Orders

Copies of all Administrative Policies and General Orders (Books 1 and 2) and all revisions thereto shall be given to the union president, or his designee, as soon as they are promulgated.

ARTICLE XV

UNION DUES DEDUCTION AND PAYROLL DEDUCTION

Section 1. Dues Deduction

In accordance with N.J.S.A. 52:14-15.9e, the Borough agrees to deduct from the salaries of members of the Department represented by the Union, dues for membership in the Union, provided the member files an appropriate written authorization with the Borough. The deductions will be made monthly. The dues so deducted will be transmitted to the Union Treasurer. The Union shall certify to the appropriate Borough official in writing the current rate of membership dues.



## Section 2. Savings Bond Deduction

The Borough further agrees to deduct from the salaries of the members of the Department represented by the Union, payroll savings deduction for purposes of purchasing United States Savings Bonds, provided the Firefighter files an appropriate written authorization with the Borough.

## Section 3. Representation Fee

Any permanent Firefighter in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Firefighter who does not join the Union within thirty (30) days of initial employment within the unit, and any permanent Firefighter previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) per cent of the regular Union membership dues, fees and assessments as certified to the Borough by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Firefighters in the unit, and provided that no modification is made in this provision by a successor agreement between the Union and the Borough.

Section 4. Indemnification

The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

ARTICLE XVI

DEATH BENEFIT

To the extent permitted by law, the Borough will pay a sum equivalent to one (1) year's salary to the widow, or next of kin if there be no widow, of any Firefighter killed as the result of injuries sustained in the line of duty. Such payment shall be in addition to any other benefits payable. The Borough shall not be obligated to make payment as hereinabove provided if death results from suicide or injuries which were intentionally self-inflicted. "Next of kin" shall be determined in accordance with the laws of intestate succession.

In the event payment pursuant to this provision must be made on a "pension" or time basis in order to comply with applicable law, the sum total of Borough's payments shall not exceed one (1) year's salary.



ARTICLE XVII

RETENTION OF BENEFITS

All rights and privileges heretofore granted to members of the Union as a matter of practice and not inconsistent with the terms of this Agreement, are hereby preserved unto them.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Firefighter, member or group of Firefighters or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3 et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XIX

EFFECTIVE DATE

Unless specifically provided otherwise, all rights, benefits, privileges, duties and obligations provided for in this Agree-

ment shall be retroactive to and effective as of January 1, 1991, and shall continue through December 31, 1993.

IN WITNESS WHEREOF, the parties have set their hands and seals this                    day of                    1992.

BOROUGH OF NORTH PLAINFIELD

NORTH PLAINFIELD  
PROFESSIONAL FIREFIGHTERS  
ASSOCIATION

By: \_\_\_\_\_  
FRANCIS J. MCARDLE, Mayor

By: \_\_\_\_\_  
PAUL CARLUCCI, Pres.

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Gloria Pflueger, Borough Clerk

By: \_\_\_\_\_  
STEVE VREELAND, Sec'y



ment shall be retroactive to and effective as of January 1, 1991, and shall continue through December 31, 1993.

IN WITNESS WHEREOF, the parties have set their hands and seals this 18th day of May, 1992.

BOROUGH OF NORTH PLAINFIELD

NORTH PLAINFIELD

PROFESSIONAL FIREFIGHTERS  
ASSOCIATION

By: *Francis J. McArdle*  
FRANCIS J. MCARDLE, Mayor

By: *Paul Carlucci*  
PAUL CARLUCCI, Pres.

ATTEST:

ATTEST:

By: *Gloria A. Macrini*  
Gloria A MACRINI, Deputy Clerk

By: *Steve Vreeland*  
STEVE VREELAND, Sec'y

APPENDIX

EXHIBIT 1 - SICK LEAVE

EXHIBIT 2 - DENTAL PLAN BENEFIT



EXHIBIT 1

SICK LEAVE

BOROUGH OF  
NORTH PLAINFIELD  
Corporation Notice

NOTICE IS HEREBY GIVEN that at a meeting of the Mayor and Council of the Borough of North Plainfield held in the Council Chambers in the Borough Hall of said Borough on Monday, October 18, 1978, there was introduced, read for the first time and passed on such first reading an ordinance, a true copy whereof is printed below, and that said Mayor and Council did then and there at the regular meeting of such Council to be held on the evening of Monday, November 8, 1978, beginning at 8:00 o'clock P.M., remaining time as the time, and the said Borough Council Chambers as the place when and where said ordinance was further considered for final passage, at which time and place, or at any time and place to which such meeting shall from time to time be adjourned, all persons interested will be given an opportunity to be heard concerning such ordinance.

The said ordinance as introduced and passed on first reading as aforesaid is in the following words and figures:

ORDINANCE NO. 858

AN ORDINANCE ESTABLISHING A SICK LEAVE POLICY FOR EMPLOYEES OF THE BOROUGH OF NORTH PLAINFIELD

Be it Ordained by the Mayor and Council of the Borough of North Plainfield, in the County of Somerset, and State of New Jersey as follows:

1. Sick leave means paid leave granted to a Borough employee who because of sickness or injury becomes disabled to a degree that makes it impossible for him to perform the duties of his position or, who is quarantined by a physician because he has been exposed to a contagious disease.

2. Full-time employees shall be eligible for sick leave in the manner hereinafter set forth. Permanent part-time employees shall be eligible for sick leave on a pro-rata basis. Temporary part-time and seasonal employees shall not be eligible for sick leave. Unless otherwise designated to the contrary, "employee" shall mean "full-time employee."

3. A. Each employee shall be entitled to sick leave on the basis of ten (10) days for 1976, twelve (12) days each for 1977, 1978, and 1979 and fifteen (15) days for 1980 and fifteen (15) days for each year thereafter. In the first year of employment, an employee shall be entitled to sick leave on a pro-rata basis per month.

B. Upon an employee's retirement from service with the Borough and provided: (a) is qualified for and is approved for benefits by the Public Employees' Retirement System or Police and Firemen's Retirement System under the Service, Deferred, Special, Early, Mandatory, Ordinary Disability, or Accidental Disability Retirement programs of either System, such employee shall be entitled to pay at the pay rate for his position as of the date of retirement equivalent to one-half (1/2) per full day of verifiable sick leave accumulated and not previously used up to and including the first ninety (90) days of such accumulated sick leave and five-sixths (5/6) day per full day of verifiable sick leave accumulated and not previously used in excess of ninety (90) days of such accumulated sick leave up to and including the one-hundred-eighty (180th) day of such accumulated sick leave. An employee shall not, upon retirement, be entitled to any payment or credit for sick leave accumulated and not previously used in excess of one hundred-eighty (180) days.

C. In the event of an employee's death prior to retirement such employee's estate shall be entitled to pay at the rate for the deceased employee's position as of the date of death equivalent to one-half (1/2) day per full day of verifiable sick leave accumulated and not previously used up to and including the first ninety (90) days of such accumulated sick leave and five-sixths (5/6) day per full day of verifiable sick leave accumulated and not previously used in excess of ninety (90) days of such accumulated sick leave up to and including the one-hundred-eighty (180th) day of such accumulated sick leave. An employee's estate shall not be entitled to any payment or credit for sick leave accumulated and not previously used in excess of one hundred-eighty (180) days.

D. An employee shall not be permitted to utilize anticipated sick leave until he has completed one (1) year of service. After one (1) year of service an employee may utilize up to the current year's anticipated sick leave provided prior accumulated sick leave has been first utilized.

E. Each employee in the employ of the Borough as of January 1, 1978, shall have credited to his accumulation of sick leave days, those verifiable, not previously used sick leave days to which he would have been entitled pursuant to prior sick leave procedures of the Borough. In no event, however, shall any employee be deemed to have been entitled to more than ten (10) days sick leave per calendar year. Each employee in the employ of the Borough as of January 1, 1978, shall be deemed to have been entitled to ten (10) days sick leave days for each calendar year during which he was an employee of the Borough.

F. There shall be no limitation except as may be provided by statute, upon the number of sick leave days an employee may accumulate and utilize during his term of service, in accordance with the provisions of this Ordinance.

G. Each employee in the employ of the Borough as of the date of adoption of this Ordinance shall be deemed to have been entitled to ten (10) days sick leave days for the calendar year in which his employment commenced, anything to the contrary contained herein, notwithstanding.

H. Should an employee's employment terminate between January 1 and June 30, both inclusive, in any calendar year, such employee shall be entitled to one-half (1/2) the allowable sick leave days for such calendar year. Should an employee's employment terminate between July 1 and December 31, both inclusive, in any calendar year, such employee shall be entitled to all the allowable sick leave days for such calendar year.

I. Each employee in the employ of the Borough for one year or more as of January 1, 1978, shall have credited to his accumulation of sick leave days an additional ten (10) days, provided, however, any employee who was credited with an additional number of sick leave days pursuant to paragraph 3B of Ordinance No. 640, shall only be credited with the difference between ten (10) days and the number of additional sick leave days with which he was credited pursuant to Ordinance No. 640, paragraph 3B.

4. A. When an employee is absent from work because of sickness, injury or quarantine for more than five (5) consecutive work days, his supervisor may require the employee, at the employee's expense, to submit an acceptable medical certificate from a physician relating to such illness, injury or quarantine.

B. When an employee has been absent on sick leave for periods totaling in excess of ten (10) days in one (1) calendar year consisting of periods of less than five (5) consecutive work days, his supervisor may require the employee, at the employee's expense, to submit an acceptable medical certificate from a physician before approving any additional sick leave in that calendar year.

C. An employee's supervisor may require medical proof of an employee's incapacity whenever an employee is on sick leave provided said requirement appears reasonable and demand for such proof is timely made. In such event the employee shall produce such proof. If satisfactory medical proof is produced, Borough shall reimburse employee the reasonable expense of obtaining same.

D. Abuse of sick leave shall be cause for disciplinary action.

E. An employee who intends to take sick leave shall notify his supervisor of such intention as soon as is reasonably possible under the circumstances. An employee on sick leave shall notify his supervisor of his place of recuperation and shall permit his supervisor or his supervisor's designee access and entry to such place during the continuance of the sick leave.

F. An employee shall submit to such medical examinations as shall be required from time to time by his department head. In any such case in which a medical examination pursuant to Paragraph 4F is required, the cost of such examination shall

be borne exclusively by the Borough.

5. Accumulated sick leave may be used by an employee for personal sickness, injury, quarantine, or for the sickness or injury of a member of his immediate family, provided, however, sick leave used because of sickness or injury of a member of an employee's immediate family shall be limited to five (5) days per calendar year. For the purposes of this Ordinance "immediate family" shall mean an employee's spouse, child, minor children over whom employee has custody, parents or other relatives by blood or marriage of the employee and who are actually residing in and are members of the employee's household.

6. Absence from employment caused by personal injury, incapacitating an employee to a degree that makes it impossible for the employee to perform the duties of his position shall not be charged against the employee's accumulated or anticipated sick leave if such personal injury was caused by accident arising out of and in the course of the employee's employment with the Borough.

7. A "Work related injury" for the purpose of this Ordinance is a personal injury caused by accident arising out of and in the course of an employee's employment with the Borough. A decision by the Division of Workmen's Compensation or court of competent jurisdiction on appeal that an injury is or is not compensable under the Workmen's Compensation Act shall be conclusively binding on the Borough and the employee that the injury is or is not work related. A decision by the Division of Workmen's Compensation or court of competent jurisdiction on appeal as to the duration of temporary disability shall be conclusively binding on Borough and the employee as to the duration of disability.

In the event of a temporary disability of lesser duration than the Workmen's Compensation Act waiting period, the decision of the Borough's Workmen's Compensation insurance carrier to pay any benefits, including medical expenses, shall be conclusively binding on the Borough and employee that the injury is or is not work related.

8. An employee sustaining a work related injury disabling him to a degree that makes it impossible for him to perform the duties of his position, shall, during the period of such disability and as such period is limited by statute, be entitled to leave with full pay without such leave being charged against accumulated or anticipated sick leave, provided, however, that in the event such period of disability exceeds the waiting period for temporary workmen's compensation disability benefits, the employee, as a condition of receiving such benefits from the Borough, shall make and prosecute appropriate application for (in the event not voluntarily paid) temporary workmen's compensation disability benefits and shall turn the proceeds of all such benefits over to the Borough. In the event the employee shall have received benefits from the Borough under this paragraph 8 in excess of the period of time ultimately determined by the Division of Workmen's Compensation or court of competent jurisdiction on appeal as the duration of temporary disability, the employee shall reimburse the Borough in the full amount of any excess payments.

In the event there shall be a disagreement between the employee and the Borough over the duration of temporary disability caused by work related injury which such disability shall be for a period less than the Workmen's Compensation Act waiting period for temporary disability benefits, such disagreement shall be resolved through the grievance procedure in effect for the employee's department.

9. To the extent any other Ordinance of the Borough is inconsistent with the provisions hereof, said Ordinance shall be deemed to have been repealed to the extent of such inconsistency provided, however, such other Ordinance shall remain in full force and effect to the extent consistent herewith.

10. This Ordinance upon final adoption and publication according to law shall be effective retroactively to January 1, 1978.

Mary A. Smith  
Borough Clerk

10/2111

Introduced: 10/18/76  
Adopted: 11/11/76



EXHIBIT 2

DENTAL PLAN BENEFIT



Blue Cross  
Blue Shield  
of New Jersey

# Your Dental Program

Borough of North Plainfield  
#86800

BLUE CROSS AND BLUE SHIELD OF NEW JERSEY, INC.





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## Introduction

Your Dental Program gives you broad protection to help meet the cost of most dental services.

In this booklet, you'll find the important features of the Blue Cross and Blue Shield of New Jersey, Inc. Dental Program. We suggest that you read this booklet carefully so you know the benefits for dental care. If you need more information, see your Enrollment Official, or call the Dental Department at (201) 456-2755, or write Blue Cross and Blue Shield of New Jersey, Inc., Dental Program, P.O. Box 1938, Newark, New Jersey 07101-1938. All dental claims also should be sent to this address.



## Definitions

**We, Us, Our.** Blue Cross and Blue Shield of New Jersey, Inc.

**Dentist.** Any Dentist licensed to practice dentistry. A Dentist also means any physician licensed to practice medicine and surgery who is performing procedures common to both the medical and dental professions. This includes both doctors of medicine and doctors of osteopathy.

**Participating Dentist.** A New Jersey licensed Dentist who has a written agreement with us to perform services and receive payment under this program.

**Non-Participating Dentist.** A New Jersey licensed Dentist who does not have a written agreement with us to perform services and receive payment under this program.

**Certified Registered Nurse Anesthetist (CRNA).** A registered Nurse, certified to administer anesthesia, who is employed by and is under the personal supervision of a physician anesthesiologist.

**Treatment Plan.** A written report prepared by a Dentist showing the Dentist's recommended treatment of a dental condition.

**Service Report.** A claim form showing the information about the employee, the eligible person receiving services, and the services performed by the Dentist.

## General Information

### How to enroll

You may enroll in the Dental Program by completing an enrollment card. If you enroll your dependents, their coverage will become effective on the same date as your own. Check your Schedule of Dental Benefits to determine if your program provides coverage for dependents.

If you don't apply for coverage for yourself or your dependents when you first become eligible (or if you end your coverage), you must wait for a later open enrollment period.

The effective date of this open enrollment period must be at least 18 months after the last time you could have obtained coverage (or the date you ended your coverage).

### Eligible dependents

Your eligible dependents are your spouse, and your unmarried children under the age specified in your Schedule of Dental Benefits. We consider your children dependents if they are your own, your spouse's natural children, your adopted children or a child placed in your home for whom you have begun adoption procedures, or children living with you for whom you are appointed legal guardian by a court and for whom you are financially responsible. Foster children are not included.

### Types of enrollment coverage

You may enroll under one of the following types of coverage:

- Single—provides coverage for yourself only;
- Parent and Child(ren)—provides coverage for you and your eligible children but not your spouse;
- Husband and Wife—provides coverage for you and your spouse only;
- Family—provides coverage for you, your spouse, and your eligible children.

### Change in type of coverage

If you want to change your type of coverage see your Enrollment Official. If you marry, you should arrange for enrollment changes within 60 days before or after your marriage.

If you gain or lose a member of your family or whenever someone covered under this program changes family status, you should check this booklet to see if coverage should be changed. This can happen in many ways: for example, through the birth or adoption of a child, or the divorce or death of a spouse.

If you are enrolled under Family or Parent and Child(ren) coverage, your newborn infant is automatically included.

If you have Husband and Wife coverage, your newborn is automatically covered for 31 days but you must apply for Family coverage within 31 days of the birth for coverage to continue beyond the 31st day.

If you have Single coverage, your newborn will be covered from the date of birth if you apply for Family or Parent and Child(ren) coverage within 31 days of the birth.

If you apply for coverage for your newborn between the 32nd and 90th day after the birth, the coverage will be effective on the first day of the benefit month after the date the application was submitted.

### When your coverage ends

Your coverage ends on the last day of the benefit month in which your enrollment in this program ends. Coverage for a child ends on the last



day of the benefit month in which he or she marries or in the case of an unmarried child, at the end of the calendar year in which he or she reaches the termination age.

**If you are disabled when coverage ends**

If you or a member of your family is totally disabled on the date coverage for your group ends, we will pay for that person's covered dental services which began before the date the contract ended and continued after that date, but only up to 90 days from the day the person received the first dental service.

**Coverage for surviving dependents**

If you die, your covered dependents may continue under this program for 180 days after your death. Your dependents should contact the Enrollment Official for further details and to arrange to pay any necessary premiums.

## Dental Benefits

The following section shows the dental services that are covered under this program. To be eligible for coverage, a service must be needed for the prevention, treatment, or diagnosis of a dental disease, injury or condition. Some services require a Treatment Plan. If a Treatment Plan is required, it must be approved by us before the service is performed.

## Basic Benefits

**Preventive/diagnostic services:**

- Initial and periodic oral examinations
- Blewing X-rays and full-mouth X-rays
- Prophylaxis including cleaning and polishing
- Topical application of fluoride for persons under age 19.

Payment for these services is limited to once every six months, except for full-mouth X-rays, which is limited to once every 36 months.

**Therapy/treatment services:**

- Repair of dentures
- Fillings consisting of silver amalgam and synthetic restorations
- Palliative emergency dental services
- Biopsy of oral tissue
- Sealants
- Pulp capping and pulpectomy
- General anesthesia, for a covered dental service. The anesthesia must be administered and billed for by a dentist or physician other

than the operating dentist, or by a Certified Registered Nurse Anesthetist employed by and personally supervised by a physician anesthesiologist. This benefit includes the administration of anesthetics by injection or inhalation, but not local anesthesia. Examinations, consultations, and other necessary care an anesthesiologist gives—before, during, and after the operation—are all included in the payment for anesthesia service.

- Simple extractions (Pre-operative X-rays and a Treatment Plan are required for three or more extractions.)
- Endodontics, root canal therapy
- Space maintainers.

\*These benefits require an approved Treatment Plan and pre-operative X-rays before services are performed. Endodontics and root canal therapy also require post-operative X-rays.

## How to Obtain Benefits

We have made payment to the dentist for services as simple as possible. When you go to the dentist, show your Blue Cross and Blue Shield of New Jersey, Inc. identification card. BE SURE TO DISCUSS CHARGES AND PAYMENT WITH THE DENTIST BEFORE SERVICES BEGIN. If any services require a Treatment Plan, have the dentist complete the Treatment Plan portion of the claim form. The dentist must receive our approval before performing any services, or no benefits will be paid.

After services are completed, the dentist sends the completed claim form to us. We pay Participating Dentists directly for covered services, unless you have already paid the dentist. If services are performed by a Non-Participating Dentist, payment for covered services will be made directly to you. Whenever we make payment to the dentist, you will be notified of the amount of the payment.

Participating Dentists should have the necessary claim forms. If your dentist does not have them, you can get them from your Enrollment Official.

## Basis of Payment

Payment... An important feature of your Dental Program is that we will base our payment on the "Reasonable and Customary" (R&C) fee, as determined by us, for dental services. Check your Schedule of Dental Benefits to determine the percentage we will pay.



If any of the percentages shown on the Schedule are less than 100%, a Participating Dentist may bill you for the difference up to the 100% R&C fee. A Participating Dentist must accept 100% of the R&C fee as payment in full. If your dentist does not participate with us, you must pay the difference between our payment and the dentist's charge, even if it exceeds the R&C fee.

## Deductible

Deductible... The deductible is the amount of money you must pay toward eligible expenses for services covered under your program before your Dental benefits begin. Check your Schedule of Dental Benefits for the amount of your deductible.

After the deductible has been satisfied, we will pay benefits for eligible services performed for the remainder of that calendar year.

If you have not fully satisfied your deductible by October 1st, then any eligible dental expenses for services that were performed in October, November, or December which go toward satisfying the deductible for that calendar year, may also be counted toward satisfying the deductible for the next calendar year.

When you make a claim for benefits covered under this program, you may want us to consider past dental services for possible credit against this program's deductible. If so, be sure that you or your dentist attach to the claim form either:

- a copy of the payment notice;
- a claim form from the previous insurance company; or
- a "Prior Dental Services Information" form which can be obtained from your Enrollment Official.

## Dental Program Claims Appeal

You or your representative may ask us to reconsider any claim, or portion of a claim, for which you believe benefits have been denied in error, based on the limitations and/or exclusions in your benefit booklet. If you wish to pursue legal action against us, you must do so within 12 months from the date you receive the notice of denial. The claims appeal should be made in writing and include the following:

- Name(s) and Address(es) of Patient and Subscriber;
- Subscriber's Blue Cross and Blue Shield of New Jersey, Inc. Dental ID number;
- Date of Service;
- Claim Number.

- Name and Address of Dentist;
- Why you think the claim should be reconsidered.

Send your request to Blue Cross and Blue Shield of New Jersey, Inc. Dental Program, P.O. Box 1938, Newark, New Jersey 07101-1938.

You have the right to see any documents that affect your appeal. A copy of the contract is available from your employer. You can get a copy of other material relative to your claim from us. In some cases, written authorization from the dentist to release certain information will be necessary. You will be informed if we need this permission.

When your inquiry is received, the claim will be researched and reviewed. We will notify you in writing of the decision on your appeal within 60 days after the appeal is received. However, special circumstances, such as delays by the employee or dentist in submitting necessary information, may require an extension of this 60 day period.

If legal action is brought against us for a claim that has been wholly or partially denied, the action must be brought within 12 months of the first denial, or if the claim has been appealed, within 12 months of the denial of the appeal.

## Exclusions

**This section lists services which are not covered under this Program:**

### Services covered under occupational laws

We won't pay benefits for treatment of any condition, disease, illness or injury that's covered under any Workers' Compensation Law, Occupational Disease Law, or any similar law. This is true regardless of where the law is in effect, regardless of whether the covered person actually claims compensation or receives benefits under those laws; and regardless of whether or not the covered person has any recovery from a third party for damages resulting from such condition, disease, illness or injury.

### Services for motor vehicle accident injuries

We do not provide benefits for any services made necessary by a motor vehicle accident if the expenses for such services are eligible under the Personal Injury Protection or compulsory Medical Payments provisions of a New Jersey motor vehicle insurance contract or under similar provisions of a motor vehicle insurance contract required by any other no-fault motor vehicle insurance law.

This exclusion applies whether or not you obtain the motor vehicle insurance mandated in your State, if your State has a no-fault motor



vehicle insurance law in effect. And it applies even if you do not assert your rights to obtain benefits under the motor vehicle insurance contract.

**Services covered under any other law**

If a service is provided under any law, we will not pay benefits for that service under this program. This exclusion applies no matter where the law is in effect and whether or not you assert your rights to that coverage. If you are entitled to Medicare coverage, benefit payment will be reduced to the extent that payment for the service is available under Medicare. This will occur whether or not you assert your right to Medicare coverage.

**Services received while in the armed forces**

No one who is on active duty during military service is eligible for coverage under this program.

**Hospital services**

Services with fees payable to a hospital or other institution are not covered under this program. All hospital services are excluded from coverage.

**Services not dentally necessary**

Services not dentally necessary, as determined by our dental staff or our consultants, are excluded from coverage under this program. To be eligible for coverage, a service must be required for the prevention, diagnosis, or treatment of a dental disease, injury, or condition. The fact that a procedure is prescribed by your dentist does not make it dentally necessary or eligible under this program. We can ask for any proof we think we need (such as X-rays or study models) to decide whether services are dentally necessary. If you or your dentist fail to provide this proof, we can adjust or deny payment for any services performed.

**Ineligible anesthesia and consultation services**

Anesthesia or consultation services are not covered when they're given in connection with any other service that is not covered.

**Services by ineligible providers**

Services are excluded from coverage if they are performed by any of the following:

1. A hospital resident, intern or dentist who is paid by a hospital or other source, or who is not permitted to charge for services covered under this program. Services performed by such persons are excluded whether or not the person is in training.
2. Anyone who does not qualify as a dentist as defined under this program.

**Surgical assistant services**

Services performed by surgical assistants are excluded from coverage.

**Certain procedures**

Mandatory consultations required by hospital staff regulations, routine pre-operative consultations, stand-by services, experimental procedures and research studies are excluded from coverage.

**Services before the effective date or after this program ends**

Coverage under this program starts immediately on the effective date. We will not cover services performed before that date. Services given after this program is ended for any reason are also excluded from coverage.

**Services usually given without charge**

We will not cover any service if it is usually provided without charge to the patient. Even when charges are billed, they are excluded from coverage if they are not usually collected when there is no insurance coverage.

**Other excluded services**

All of the following services and materials are excluded from coverage:

- Implantology
- Educational services, such as oral hygiene or dietary instructions
- Services in connection with plaque control programs
- Duplicate space maintainers
- Gold foil restorations
- Services performed by a dental department or clinic of an employer, labor union, or similar group
- Services performed or items furnished strictly for cosmetic purpose
- Any services by a dentist which are not specifically listed as covered under this program.

**In addition, the following applies:**

- A. If there are other ways of treating the same condition which carry different fees, we will not pay more than the lower fee. However, if the method which has the higher fee is the only way of treating the condition and we have approved a Treatment Plan for it, then we will pay the higher fee.
- B. If an eligible person transfers from one dentist to another while under treatment, or if more than one dentist performs services for a dental procedure, we will not pay more than the amount that would be paid if only one dentist had performed all the services.



## Coordination of Benefits

Almost all group insurance programs provide for the coordination of benefits. A program without such a provision is automatically the primary program whenever its benefits are duplicated. For programs that do have this provision, the following rules determine which one is the primary program:

- If you are the patient, then this program is the primary program. If your spouse is the patient and covered under a program of his or her own, then that program is the primary program.
- If a dependent child is the patient and is covered under both parents' programs then the program of the male parent is the primary program. However, if the parents are separated or divorced, benefits will be determined as follows:
  - If the parent with custody of the child has not remarried, then the program of the parent with custody is primary.
  - If the parent with custody of the child has remarried, the program of the parent with custody is primary. Also, the benefits of the program of the stepparent will be determined before the program of the parent without custody.
  - However, if it has been established by a court decree that one parent has responsibility for the child's health care expenses, then the program of that parent is primary.
- If none of the above rules apply, the program that has covered the patient for the longer period is the primary program.

## Service Centers

If you need information about the Blue Cross and Blue Shield of New Jersey, Inc. Dental Program, you can get it quickly and conveniently by calling the Dental Department at (201) 456-2755. Telephone personnel are available Monday through Friday from 8:30 a.m. to 4:30 p.m.

Always have your Dental ID Card handy when calling us for information. Your ID number helps us get prompt answers to your questions about enrollment, benefits, or claims.

This booklet is not a contract and contains only a general description of your benefits under the Blue Cross and Blue Shield of New Jersey, Inc. Dental Program. These benefits are subject to the terms, conditions and limitations of the Master Contract issued to your Employer, and to the provisions of applicable State Laws. If you need additional information, contact your Enrollment Official.

My Dental ID Number is \_\_\_\_\_

My Dental Group Number is \_\_\_\_\_

Please fill in the above numbers for ready reference. Use them whenever you contact your dentist or Blue Cross and Blue Shield of New Jersey, Inc. so that services or information can be provided more efficiently.

SCHEDULE OF DENTAL SERVICES

To Eligible Employees of: \_\_\_\_\_

Borough of North Plainfield  
Group # 86800

Effective: January 1, 1988

PLEASE INSERT THIS IMPORTANT INFORMATION  
INTO YOUR DENTAL BOOKLET

The following benefits apply to your  
Dental Program. Please refer to your  
booklet and your Schedule of Dental  
Benefits for a further description of  
your benefits and payment provisions.

Prosthodontic Benefits \*

Prosthodontic benefits include:

- Partial or complete dentures
- Fixed bridges and splinted crowns
- +\* A Treatment Plan and pre-operative X-rays are required.

No benefits will be provided for:

- Replacement of dentures or bridges within 5 years after receiving these services



- Replacement of dentures or bridges due to loss or theft
- Replacement of any denture or bridge that is satisfactory or can be made satisfactory
- Relining or rebasing initial or replacement dentures if the services are performed within 6 months after insertion of the denture, or for more than one relining or rebasing in any 36-month period

### Periodontic Benefits

Periodontic benefits include:

- Surgical periodontic examination
- Gingival curettage
- Periodontal prophylaxis
- Management of acute infections and oral lesions \*
- Gingivectomy and gingivoplasty \*
- Osseous surgery, including flap entry and closure \*
- Mucogingivoplastic surgery \*
- Other periodontal procedures as determined by us. \*

\* These services require an approved Treatment Plan and pre-operative x-rays.

### Inlay and Crown benefits

Inlay and Crown benefits include:

- Inlays and crowns for restorative purposes, not part of a bridge or splinted (A Treatment Plan and pre-operative x-rays are required.)

No benefits will be provided for:

- Replacement of crowns or inlays within 5 years after receiving these services
- Replacement of any crown or inlay that is satisfactory or could be made satisfactory
- Single, unconnected crowns and inlays if the tooth can be restored by any other material. If we decide the tooth can be restored with another material, payment will be the allowance toward the charge for a single crown or inlay.

### Oral Surgery Benefits

Oral surgery benefits include:

- Alveolectomy
- Surgical extractions (A Treatment Plan is required for three or more extractions.) \*



- Treatment of fractures \*
- Removal of lesions \*
- Apicoectomy \*
- Appliances for minor tooth movement (A Treatment Plan and pre-operative x-rays are required unless the services are done in an emergency.)
- These benefits require pre-operative x-rays, except for removal of soft-tissue tumors.

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SCHEDULE OF DENTAL BENEFITS

To Eligible Employees of:

Borough of North Plainfield  
Group #86800

PLEASE INSERT THIS IMPORTANT INFORMATION  
INTO YOUR DENTAL BOOKLET

Effective January 1, 1988, the following benefits apply to your Dental Program. Please refer to your booklet and your Schedule of Dental Services for a further description of your benefits and payment provisions.

Eligible Dependents

Your eligible dependents are your spouse, and your unmarried children through the end of the benefit month in which they marry or through the end of the calendar year in which they become age 23. You may continue enrollment under Family and Parent and Child(ren) coverage beyond age 23 for an unmarried child who is incapable of self-support because of mental retardation or physical handicap that began before age 23. The child must depend on you for support.

Coverage may be continued for as long as these conditions exist, if the child has been continuously covered under this Program prior to age 23. You must give us proof of such incapacity within 31 days following the end of the calendar year in which the child reaches age 23. See your Enrollment Official for the necessary forms.

Maximum Payment (other than Orthodontic Benefits)

\$1000.00 per person per calendar year.

Deductible

Combined deductible - \$25.00 per person, \$75.00 per family applies to Treatment/Therapy.

Basis of Payment

- 60% of R&C for Preventive/Diagnostic benefits
- 60% of R&C for Therapy/Treatment benefits
- 50% of R&C for Prosthodontic benefits
- 60% of R&C for Periodontic benefits
- 60% of R&C for Inlay and Crown benefits
- 60% of R&C for Oral Surgery benefits