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R.B.D.*

**A G R E E M E N T**

**Between**

**BOROUGH OF NORTH HALEDON**

**and**

**PBA LOCAL NO: 292, NORTH HALEDON POLICE**

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**January 1, 1980 through December 31, 1981**

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PREAMBLE

THIS AGREEMENT, made this 19<sup>th</sup> day of May, 1981, by and between the BOROUGH OF NORTH HALEDON, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer", and PBA LOCAL NO. 292, NORTH HALEDON POLICE, hereinafter referred to as the "Association".

WHEREAS, the Employer and the Association recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to both parties;

NOW THEREFORE, it is agreed as follows:

ARTICLE I - RECOGNITION

A. The Employer hereby recognizes the Association as the exclusive collective negotiation agent for all police officers in all steps and ranks within the Police Department of the Employer except the Chief of Police.

B. The title of policeman or police officer shall be defined to include the plural as well as the singular, and to include females.

ARTICLE II - ASSOCIATION REPRESENTATIVES

The Association shall have the right to designate such members of the Association as it deems necessary as Association representatives and they shall not be discriminated against due to their legitimate Association activities, nor shall they be given prefer-

ential treatment by virtue of their Association activities.

A. The elected representatives of the Association, not to exceed one (1) person, will be granted a leave of absence with pay for a period not to exceed five (5) days to attend the annual PBA convention.

B. A certificate of attendance to the convention shall, upon request, be submitted by the representative so attending, to the Chief of Police.

C. During contract negotiations, the authorized representatives, consisting of not more than two (2) representatives, shall be excused from normal duties for the amount of time reasonably required for the schedule negotiations and shall receive their regular compensation for time spent when such negotiations interfere with their work schedule, when such meetings are mutually scheduled with the Employer.

D. The duly elected Association representative and alternate shall be excused with pay from their normal assignments to process grievances or to attend to union business during regular working hours, when such meetings are mutually scheduled with the Employer, and provided that reasonable notice is given to the officer in charge.

E. The officers of the Association shall be excused from duty, for attendance of the regular monthly meeting of the Local for the amount of time reasonably needed to conduct said meeting provided that such attendance is approved by the officer in charge and such approval shall not be unreasonably withheld. The Employer shall, if reasonably possible, schedule the State PBA delegate so that the delegate can attend the regular State PBA monthly meeting on his off duty time.

F. In the event the PBA officer is incapacitated, or is unable to carry out the functions of office due to illness, vacation, or otherwise, an alternative representative of the PBA shall have the full authority to represent the Association for any and all business. The Employer shall be advised of the name of the representative and alternate and shall be further advised of incapacitation of the representative.

#### ARTICLE III - PARTIES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws 1968, as amended, the Employer hereby agrees that every police officer shall have the right to freely organize, join and support the Association, the PBA and its affiliates, for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States.

#### ARTICLE IV - FUTURE BARGAINING

The Employer agrees that all new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. In addition, the parties agree to meet at such reasonable times as may be necessary

and negotiate in good faith with respect to grievances and terms and conditions of employment.

#### ARTICLE V - EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws as they are modified from time to time.

#### ARTICLE VI - SALARIES

The base annual salaries for the year 1981 shall be set forth in Schedule "A".

#### ARTICLE VII - HOURS AND OVERTIME

A. The existing schedule for employees covered by this Agreement shall be maintained pursuant to prior practice. The monthly work schedule shall be posted not later than the first day of the immediately preceding month. The normal work day shall be eight (8) hours which shall include appropriate meal and rest periods pursuant to prior practices.

B. Overtime shall be defined as work in excess of eight (8) hours in any day or where an employee is caused to work on his regularly scheduled day off (R.D.O.) and shall be computed at the time and one-half hourly rate of pay [one hundred fifty (150%) percent of the employee's hourly rate of pay].

C. All overtime shall be paid in the next regular pay check.

D. Overtime for regularly scheduled shifts and patrols will be offered to regular full time employees of the Department first,

in an order of preference based upon a rotating seniority roster.

E. (1) Court time, as referred to in this Article, shall consist of all time, excluding regular tour of duty, during which an employee shall be required, in the course of his duties, to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other courts or administrative bodies, provided that such attendance is not in furtherance of a proceeding initiated by such employee or by the Association.

(2) When an employee is subpoenaed to appear in a civil court case when such arises out of his capacity as a police officer (example: automobile negligence case, etc.), then he shall be entitled to payment as provided in this Article for court time spent pursuant to this Article.

(3) All such required court time, which is outside the regular tour of duty, shall be considered as overtime and shall be compensated at time and one-half.

(4) The amount of overtime to which an employee may be entitled under this Article shall be the actual time required to attend the court and administrative body, provided, however, that the employee's entitlement to overtime under this Article shall not be less than one (1) hour overtime pay.

#### ARTICLE VIII - UNIFORM ALLOWANCE

The Borough will reimburse all employees covered by this Agreement, except members not required to wear standard police uniforms in the performance of their normal assigned duty, for purchases of

police uniforms, (i.e. clothing required by the Borough to be worn by the Association members unique to the performance of normal police duty) up to the maximum amount indicated below, upon the submission of a voucher with attached invoices indicating the specific term purchased and the amounts paid.

- Maximum allowance for 1980 . . . . \$275.00.
- Maximum allowance for 1981 . . . . \$300.00.

Employees covered by this Agreement who are not required to wear standard police uniforms in the performance of their normal assigned duty will be permitted to purchase and to be reimbursed for civilian type clothing used in the performance of their duty, up to fifty (50%) percent of the maximum allowances as indicated above. In addition, these members may utilize the remaining fifty (50%) percent for the purchase of standard police type uniforms after the necessity for this type of purchase is established to the satisfaction by the Chief of Police.

ARTICLE IX - HOLIDAYS

A. Each employee shall receive thirteen (13) holidays per year. Holiday compensation shall be at the straight time rate and compensated in compensatory time off.

B. The official holidays with pay which are observed by the Borough are as follows:

- |                          |                                   |
|--------------------------|-----------------------------------|
| 1. New Year's Day        | 8. Columbus Day                   |
| 2. Lincoln's Birthday    | 9. General Election Day           |
| 3. Washington's Birthday | 10. Veteran's Day                 |
| 4. Good Friday           | 11. Thanksgiving Day              |
| 5. Memorial Day          | 12. Christmas Day                 |
| 6. Independence Day      | 13. Martin Luther King's Birthday |
| 7. Labor Day             |                                   |



Where an employee regularly works on a Monday through Friday schedule if a holiday falls on a Saturday, it shall be observed on the previous Friday; if the holiday falls on a Sunday, it shall be observed on the following Monday.

Where it is necessary to maintain service requiring an employee to work on an official holiday, the employee may be compensated by being permitted to take an equal amount of time off with pay on a regular working day at a time approved by the department head. In the event an official holiday occurs while an employee is on sick leave, he shall not have that holiday charged against his sick leave.

#### ARTICLE X - BEREAVEMENT LEAVE

A. Bereavement leave of three (3) days shall be granted without loss of pay for death in the immediate family of the employee. Immediate family includes spouse, child, mother, father, brother, sister. Bereavement leave of one (1) day shall be granted without loss of pay to attend the funeral of a mother-in-law, father-in-law, brother-in-law, sister-in-law. In the event of a death of any other close relative in the employee's family, the Department may grant the employee a one (1) day leave of absence with pay to attend the funeral, if deemed necessary.

#### ARTICLE XI - PERSONAL DAYS

Each employee shall have two (2) personal leave days per year. For purposes of this clause, an employee shall not be required to advise his superior of the reason for the personal leave days but shall be required to give his superior at least forty-eight (48)

hours notice in advance of such personal leave except in emergent circumstances.

ARTICLE XII - LEAVE OF ABSENCE

All permanent full time employees covered by this Agreement may be granted a leave of absence without pay for an initial period not to exceed six (6) months. Said leave shall be renewable after the initial period with approval of the Employer.

The employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the requests to the governing body. The governing body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an employee's request for a leave of absence. Leave of absence shall be on a case-by-case basis which shall be granted or denied in the discretion of the Employer without establishing a precedent.

This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the employee has used his accumulated sick and vacation leave in the case of illness, or his vacation leave, if leave without pay is requested for reasons other than illness.

At the expiration of such leave, the employee shall be returned to the position from which he is on leave. Seniority shall be retained and shall accumulate during all leaves.

### ARTICLE XIII - MOTOR VEHICLE REIMBURSEMENT

Any policeman using his own motor vehicle on official police business with approval of the Chief of Police will be compensated at the rate of fifteen (\$.15) cents per mile. The policeman shall be reimbursed for parking fees and tolls upon presentation of a receipt.

### ARTICLE XIV - LONGEVITY

All employees covered by this Agreement shall be entitled to a longevity program in the amount of two (2%) percent of the base salary for each four (4) years of completed service with a maximum entitlement of ten (10%) percent. Prior payroll practice with respect to computation and payment of longevity shall continue.

### ARTICLE XV - INSURANCE

All members shall receive Blue Cross/Blue Shield, (1420 plan prevailing rate plan) Rider J., insurance as improved and Major Medical Insurance as improved for the member and his family at the full cost and expense of the Borough.

### ARTICLE XVI - SICK TIME

(1) All permanent full time employees covered by this Agreement shall be granted sick leave with pay in the amount of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days for each calendar year thereafter which shall accumulate from year to year. Previous accumulation shall in no way be affected by this.

(2) Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness to the immediate

family of the employee or necessary attendance upon a member of the immediate family.

(3) To qualify for payment while absent on sick leave each employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge two hours before the commencement of his scheduled tour of duty on afternoon and evening tours and one hour before the commencement of his scheduled tour of duty on morning tours. Said notice shall state the nature of the cause of the absence from duty. Shorter notice shall be permitted in exceptional circumstances which shall be reviewed on a case-by-case basis with final determination by the Chief of Police. An employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

(4) An employee absent on sick leave shall submit a doctor's certificate or other acceptable medical evidence substantiating the illness if reasonably requested by the Borough.

(5) In the event the Employer requires a medical examination of the employee by a physician of its choosing, the cost of such examination shall be borne by the Employer.

(6) All sick leave heretofore accumulated shall not be impaired by this Agreement, and said accumulated days shall be carried forward during the term of this Agreement.

(7) Accumulated sick time shall be controlled by Section 10-6.2 of the Ordinance of the Borough of North Haledon, a copy of which is annexed as Schedule B.

ARTICLE XVII - WORK INCURRED INJURY

A. Where an employee covered under this Agreement suffers a work connected injury or disability the Employer shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Mayor and Council may reasonably require the said employee to present such certificates from time to time.

C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

D. For the purposes of this Article, injury or illness incurred while the employee is attending an Employer-sanctioned training program, shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

#### ARTICLE XVIII - VACATIONS

Vacations shall be granted pursuant to the following schedule:

After completion of one (1) year of service - 2 weeks vacation;

After completion of five (5) years' service - 3 weeks vacation;

After completion of ten (10) years' service - 4 weeks vacation.

For the purpose of this Article, a year shall be considered as the year commencing January 1 and ending December 31. Vacation time requested but which is not granted due to pressure of business, shall be carried forward into the next succeeding year only.

#### ARTICLE XIX - GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to the complaints occurring under this Agreement, the following procedure shall be used. A grievance may be brought by any employee or group of employees covered by this Agreement or the Association.

For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Borough and any employee or group of employees with respect to the interpretation, application or violation of any written policies, agreements or administrative decisions.

The procedures for settlement of grievances shall be as follows:

- (A) STEP ONE: In the event that any employee covered by this Agreement has a grievance, he shall, within thirty (30) calendar days after the occurrence of the event being grieved, file same in writing with the Chief of Police. The Chief shall render a decision within five (5) calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the next ranking officer in charge of the department for determination.
- (B) STEP TWO: If the grievant wishes to appeal the decision of the Chief of Police (or the supervisor in charge if the Chief is absent), it shall be presented in writing to the Employer's governing body or its delegated representative, within five (5) calendar days after receipt of the Chief's decision. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body or its delegated representative may give the grievant the opportunity to be heard and will give his decision in writing within twenty (20) calendar days of receipt of the written grievance.

**(C) ARBITRATION**

(1) If no satisfactory resolution of the grievance is reached at Step 2, the grievant shall have twenty (20) calendar days within which to request arbitration by the Public Employment Relations Commission by filing a Request for Submission of a Panel of Arbitrators, pursuant to the rules of PERC. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(2) The arbitrator shall have no authority to add to or subtract from or modify the terms of this Agreement.

(3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least twenty (20) days after the decision rendered by the Employer's governing body or its representative on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission's review and decision.

(4) Employees covered by this Agreement shall have the right to process their own grievance, with or without an Association representative or may select a representative of their own choosing.

(5) Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure. A failure to respond to any level within the time limits provided shall be deemed a denial of the grievance at that step.



(6) Grievances must be initially filed within thirty (30) calendar days of the incident being grieved, or of the employee's knowledge of such incident.

ARTICLE XX - DETECTIVE BUREAU

All detectives shall receive a \$300.00 cash bonus during the last pay period of the calendar year, pursuant to prior practice which shall be maintained.

ARTICLE XXI - INSURANCE FOR CIVIL SUITS

The Employer will provide insurance coverage to employees covered under this Agreement protecting them from civil suits arising out of the performance of their duties as police officers, including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

ARTICLE XXII - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees 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 that invalid provision consistent with the prevailing law and the law relating to negotiations and interest arbitration as set forth in the New Jersey Law.

#### ARTICLE XXIII - DATA FOR FUTURE BARGAINING

The parties agree to make available to each other, upon reasonable request, all relevant data the other may reasonably require to bargain collectively. This clause shall not include work product for privileged communication.

The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other employee groups of the Employer, the cost of various insurance and other programs, information concerning overtime worked by employees, total number of sick leave days utilized by employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty, and other data of a similar nature. Any attorney work product or work prepared specifically for negotiation shall be excluded from this clause.

#### ARTICLE XXIV - INVESTIGATION OF POLICE OFFICERS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (A) The interrogation of an employee shall take place at a location designated by the investigating officer. If practicable, it will be at the Borough Police Headquarters.
- (B) The employee shall be informed of the name, rank and command of the officer in charge of the investigations and those persons present during investigations.
- (C) The employee shall be informed of the nature of the charge for which he is under investigation.
- (D) If the employee is a suspect in a criminal matter, he shall be read his rights under the appropriate court decision.

(E) There is no obligation of the Borough Police Department to provide an opportunity for an employee to consult with counsel or anyone else when questioned by a superior officer about his duties or matters relevant to his fitness for police service, except in cases where the police officer's job is in jeopardy, or in cases of pending suspension where the employee under investigation has the right to consult with an attorney. The Chief, or the officer in charge in the absence of the Chief, may, in his discretion, afford an opportunity for an employee, if he so requests, to consult with counsel or a representative of the Local before being questioned concerning a violation of the Rules and Procedures of the Department. The interrogation may not be postponed for more than one (1) hour.

#### ARTICLE XXV - EXCHANGE OF DAYS OFF

Any member of the Department may exchange hours or tours of duty or days off, subject to prior reasonable notification to the Department and the approval of the Chief of Police or his designated scheduling officer. The employer shall not incur any additional expense by virtue of this Article.

#### ARTICLE XXVI - RECALL

Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of one (1) hour work or pay in lieu thereof.

#### ARTICLE XXVII - TRAINING PAY

The Employer agrees to compensate all employees covered by this Agreement at the straight time rate in compensatory time off

for attending training courses designated or authorized by the Chief which are beyond the Employer's normal tour for a day or work week.

#### ARTICLE XXVIII - PERSONAL FILES

A personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police.

Any member of the Police Department may at any time review his personal file but this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his personal file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate discipline.

#### ARTICLE XXIX - RETENTION OF BENEFITS

It is agreed that all terms and conditions of employment heretofore enjoyed by the employees covered under this Agreement shall remain in effect and shall not be diminished.

ARTICLE XXX - SAFETY AND HEALTH

The Employer shall at all times maintain reasonably safe equipment and reasonably safe working conditions for all employees. No person covered by this Agreement shall be required to repair any police vehicle.

ARTICLE XXXI - BULLETIN BOARD

The Employer will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

No matter may be posted without permission of the officially designated Association representative.

Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE XXXII - CEREMONIAL ACTIVITIES

In the event a police officer in another department in the State of New Jersey is killed in line of duty, the Employer will permit at least two (2) uniformed off duty police officers of the Department to participate in funeral services for the said deceased officer.

Subject to the availability of same, the Employer will permit a Department police vehicle to be utilized by the members in the funeral services.

Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service.

ARTICLE XXXIII - DEATH BENEFITS

The estate of any deceased employee shall receive any earned compensation and any benefits to which the deceased employee would have been entitled at and up to the time of his death.

ARTICLE XXXIV - SAFETY AND HEALTH COMMITTEE

The parties hereby agree to establish an advisory safety and health committee to consider all matters pertaining to the health and safety of members of the Borough of North Haledon police force. Such matters shall include, but not be limited to Police Department personal equipment; Police Department vehicles; protective equipment; weapons; procedures; numbers of personnel required to accomplish specific tasks; departmental facilities; police officer, prisoner and public safety; and other related matters.

Said committee shall be comprised of an equal number of Borough representatives and PBA representatives. Said committee shall meet not less than once every two (2) months at a mutually convenient time and place. Any person may submit suggestions to the committee members either orally or in writing.

ARTICLE XXXV - EDUCATION ALLOWANCE

Members who obtain a Bachelors Degree in Public Safety or Police Science at an accredited institution of higher education

shall receive One Thousand (\$1,000.00) Dollars bonus payable during the last pay of the calendar year, and shall continue to receive the One Thousand (\$1,000.00) Dollars bonus every year thereafter as long as the member is employed by the Borough of North Haledon. During the first year in which the degree is awarded the aforesaid bonus shall be prorated from the date the degree is awarded to the end of the year.

ARTICLE XXXVI - REPLACEMENTS

In accord with present practice, no full time employee covered by this Agreement, performing police functions, shall be replaced by any non-police personnel with respect to such police function.

No police function position presently filled by a full time employee covered by this Agreement, on a regular basis, shall be filled by any non-police personnel.

ARTICLE XXXVII - TERM OF CONTRACT

The term of this Agreement shall be for the period commencing January 1, 1980 and ending December 31, 1981. In the event a successor agreement has not been executed by the latter date, the provisions of this Agreement shall remain in full force and effect until a new agreement is executed.

BOROUGH OF NORTH HALEDON

PBA LOCAL NO. 292, NORTH HALEDON  
POLICE

BY: *John Costello*

BY: *Richard W. Kincaid*

ATTEST: *Francis B. Melus*

ATTEST: *John P. ...*

SCHEDULE A

	<u>Effective 1/1/80</u>	<u>Effective 7/1/80</u>	<u>Effective 1/1/81</u>
Patrolman			
Probationary	\$ 12,472	\$ 12,721	\$13,739
1st year	13,335	13,602	14,690
2nd year	14,752	15,047	16,251
3rd year	16,171	16,494	17,814
Senior (max.)	17,590	17,942	19,377
Sergeant	19,008	19,388	20,939
Lieutenant	20,427	20,836	22,503
Captain	20,798	21,214	22,911
Deputy Chief	21,200	21,624	23,354



## Schedule B

### 10-6.2 Cumulative Sick Leave.

a. Beginning January 1, 1970, when an employee does not use all his sick leave the same shall be cumulative to a maximum of 15 days for each calendar year and may be used only for actual sickness or disability.

b. In the event an employee shall have been employed by the borough prior to January 1, 1970 there shall be days credited to his accumulated sick leave as determined by the following formula:

For each of the calendar years 1967, 1968 and 1969 the result obtained by subtracting the total days absent for sickness or disability, if less than ten, from ten but in no event shall any employee be credited with more than ten days for any such year.

For years prior to January 1, 1967: Each employee shall be credited with ten sick days sick leave without regard to the number of days he was actually absent for sickness or disability.

The maximum number of days that may be accumulated under this subsection 10-6.2(b) is 100 days.

c. An employee may use as terminal leave on days immediately preceding his retirement date unused accumulated sick leave to the following extent: One-half of the days accumulated under subsection 10-6.2(a) and one-half of the days accumulated under subsection 10-6.2(b).

10-6.3 Reporting Accidents or Disability. All absences due to illness or disability shall be reported immediately by or for the employee to his department head.

10-6.4 Investigation by Borough Medical Officer. In all cases of reported illness or disability the borough reserves the right to require medical verification.

10-6.5 Three-Day Absences. When an absence due to illness or disability does not exceed three days, normally the employee's statement of the cause will be accepted without a supporting statement from his attending physician. The borough reserves the right to have the employee examined by the borough medical officer before returning for duty.