

2313

A G R E E M E N T

BETWEEN

THE BOROUGH OF NORTH PLAINFIELD

AND

NORTH PLAINFIELD PBA LOCAL NO. 85

January 1, 1994 through December 31, 1996

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PREAMBLE

This Agreement made this 14th day of NOVEMBER, 1994, between the **BOROUGH OF NORTH PLAINFIELD** (hereinafter referred to as the "Borough") and the **NORTH PLAINFIELD POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL NO. 85** (hereinafter referred to as the "PBA") shall be binding upon both parties.

ARTICLE I

RECOGNITION OF THE BARGAINING UNIT

The Borough hereby recognizes the PBA as the exclusive representative and bargaining agent for all sworn police officers below the rank of Sergeant (hereinafter referred to as "Patrolmen") on subjects including salaries, hours of work, fringe benefits, working conditions, procedures for the adjustment of disputes, grievances and other related matters.

ARTICLE II

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any Patrolman or group of Patrolmen is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE III

UNION BUSINESS

Section 1.

The Borough grants the three (3) members of the PBA Negotiating Committee and the three (3) members of the PBA Grievance Committee leave from duty, with full pay, for all meetings between Borough Officials and the PBA for 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.

The Borough grants the PBA delegates leave from duty, with full pay, for all membership meetings of the State and Regional PBA bodies when such meetings occur during the concerned delegates' scheduled hours. The Borough also grants the executive delegates and three (3) additional delegates leave from duty, with full pay, to attend the State PBA Annual Convention.

Section 3.

The Borough grants the PBA delegate leave from duty, with full pay, to attend the State PBA annual "mini-convention". The Borough grants one (1) alternate delegate leave from duty with full pay, to attend the State PBA annual "mini-convention" if: he obtains a substitute for his tours of duty; the Borough allowing said alternate delegate to change his regular days off; the granting of compensatory

time off; or use of vacation days.

Section 4.

The Borough shall grant the Chairman of the PBA Ball leave from duty, with full pay, to attend said function. The PBA President shall be granted leave from duty, with full pay, to attend the PBA Ball if he obtains a substitute for his tour of duty.

ARTICLE IV

ACTING ASSIGNMENTS

Acting assignments shall be made by the Chief of Police.

ARTICLE V

4 X 4 SCHEDULE MODIFICATIONS

Section 1.

The parties recognize that it is in their mutual best interests to continue a work schedule in the Patrol Division, commonly referred to as 4 X 4 schedule. In order to implement the 4 X 4 work schedule, the modifications to the basic agreement hereinafter set forth shall apply to those Patrolmen assigned to the Patrol Division. Such modifications appear at Article VI, Sections 1, 2, and 3; Article VII, Sections 1, 4 and 5; Article VIII; Article IX, Sections 1, 2, 3, and 4; and Article XI, Section 1, and are designated "(4 X 4 Modification)". For Patrolmen assigned to other divisions within the Police Department, the modifications shall be inapplicable to the extent any of the terms of such modifications are consistent with the terms of the basic Agreement.

Section 2.

Except as may be explicitly provided in the modifications for specific situations, it is the intent of the parties that implementation, operation, and/or termination of the 4 X 4 system shall not engender additional cost to the Borough or loss of man hours worked, or an additional economic benefit to any Patrolman: or the loss of any economic benefit to any Patrolman. In the event of any dispute between the parties as to the economic impact of the 4 X 4

system on any situation, the intent of the parties as expressed in this Section shall be the determinant.

Section 3.

The current work schedule shall continue.

Section 4.

The 4 X 4 modifications shall not be construed as reducing any powers or authority heretofore residing in the Chief of Police, nor shall they be construed as limiting, in any way, the rights and privileges heretofore or herein granted to the members of the PBA under Article XVII, except as specifically modified in this Agreement.

Section 5.

The provisions of the 4 X 4 Modifications shall continue in effect unless superseded by a new collective bargaining agreement.

ARTICLE VI
HOURS OF WORK

Section 1.

The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period and the work week shall consist of not more than forty (40) hours per week, except when occasioned by regular shift change. The work schedule shall consist of five (5) days on duty and two (2) days off duty, consistent with the current work schedule.

Section 1. (4 X 4 Modification).

The work schedule shall consist of four (4) eleven (11) hour days and four (4) days off, totaling an average of not more than forty-four (44) hours during an eight (8) day cycle; except that the difference between the total number of hours per year scheduled and the total number of 2080 hours per year required shall be made up to the Department as per Article VI, sections 2 and 3. The work day shall consist of one eleven (11) hour tour of duty.

Section 2. (4 X 4 Modification)

As all employees of the Police Department are required prior to vacation, sick time, etc., to work 2080 hours per year,

those Patrolmen working the 4 X 4 schedule fall short of this number. Being that the majority of the Patrolmen work the 4 X 4 schedule prefer not to have a regular schedule indicating when these additional hours will be worked, the following will be the areas in how these hours will be made up:

- a. In Service Training
 1. Two day Mandatory Somerset County Firearms training
 2. North Plainfield Mandatory Firearms Training
 3. CPR Training
 4. First Aid Training
 5. Other In Service Training on either the County or local level
- b. Manpower shortages
- c. Borough-wide Emergency
- d. Other items mutually agreed upon between the Patrol Lieutenant and the Patrolman.

The minimum call out for any of the reasons listed in this section shall be compensated with four (4) hours of "extra duty time".

Section 3. (4 X 4 Modification)

Being that each platoon doesn't work the same number of hours as the other, the number of hours of each member of this department may vary. The Patrol Division commander will keep an individual record for each man who is required to work the 4 X 4 schedule, which will include how many hours he has for the year, and when and how many hours he works.

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ARTICLE VII

VACATIONS

Section 1.

Patrolmen shall be paid their normal salaries during vacation periods and shall be entitled to annual vacation days in accordance with the following schedule (based on a nine (9) hour workday):

Eight (8) workdays after the completion of one (1) continuous year of service prior to July 1 of the applicable year.

Fifteen (15) workdays after the completion of two (2) consecutive years of service prior to July 1 of the applicable year.

Seventeen (17) workdays after the completion of four (4) consecutive years of service prior to July 1 of the applicable year.

Twenty-four (24) workdays after the completion of nine (9) consecutive years of service prior to July 1 of the applicable year.

Thirty (30) workdays after the completion of nineteen (19) consecutive years of service prior to July 1 of the applicable year.

Section 1 (4 X 4 Modification)

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

Seventy-two (72) hours after the completion of one (1) continuous year of service prior to July 1 of the applicable year.

One Hundred Thirty-Five (135) hours after the completion of two (2) consecutive years of service prior to July 1 of the applicable year.

One Hundred Fifty-three (153) hours after the completion of four (4) consecutive years of service prior to July 1 of

the applicable year.

Two Hundred Sixteen (216) hours after the completion of nine (9) consecutive years of service prior to July 1 of the applicable year.

Two Hundred Seventy (270) hours after the completion of nineteen (19) consecutive years of service prior to July 1 of the applicable year.

Section 2

If a patrolman 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 patrolman shall be entitled to same provided the taking of said accumulated time does not interfere with other vacation schedules of said succeeding year.

Section 3

The vacation period of all patrolmen shall be from January 1 to December 31.

Section 4

Vacation preference shall be determined on the basis of seniority.

Section 4 (4 X 4 Modification)

^{-E} Vacation preference shall be determined by shift grouping on the basis of seniority within each grouping, subject to the group sergeant having first pick. In the event of termination of the 4 X 4 system, all vacation picks will be nullified, and new picks for remaining vacation days will be made under the

pre-existing system.

Section 5

A Patrolman may, but need not, take up to ten (10) of the vacation days to which he is entitled, singly.

Section 6 (4 X 4 Modification)

A patrolman may, but need not, utilize his vacation hours by taking up to eight (8) tours of duty to which he is entitled, singly. Vacation hours shall be taken in multiples of tours of duty; provided, however, any remaining odd number of vacation hours shall be taken as permitted by the Chief of Police or carried over to the next year. Any vacation days now or hereafter credited to a patrolman shall be converted to hours. Each "day" shall be equivalent to nine (9) hours.

ARTICLE VIII

PAID HOLIDAYS

In lieu of receiving days off for holidays, each patrolman shall receive payment therefor equivalent to a minimum of fourteen (14) days per year. For all employees covered by this Agreement, all holiday compensation shall be paid in equal installments and folded into the regular paychecks. The public employer agrees to incorporate such compensation which has been regularly folded into ordinary pay.

(4 X 4 Modification)

In lieu of receiving days off for holidays, each patrolman shall receive payment therefor equivalent to a minimum of one hundred-twelve (112) hours. For all employees covered by this Agreement, all holiday compensation shall be paid in equal installments and folded into the regular pay checks. The public employer agrees to incorporate such compensation which has been regularly folded into ordinary pay.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave

Sick leave benefits to patrolmen shall be in accordance with Agreement between the Borough and the PBA dated October 25, 1976, which said agreement is incorporated into Ordinance No. 659, and is hereby annexed to this Agreement as an exhibit in the Appendix to remain in full force and effect except as modified in subsection "A" hereof.

(4 X 4 Modification)

Sick leave benefits to patrolmen shall be in accordance with Agreement between the Borough and the PBA dated October 25, 1976, which said Agreement is incorporated into Ordinance No. 659, and is hereby annexed to this Agreement as an exhibit in the Appendix to remain in full force and effect. Sick leave shall be calculated in hours. Each day of sick leave provided by Ordinance No. 659, now or hereafter credited to a patrolman, shall equal eight (8) hours.

A. Whenever a patrolman anticipates being absent from work as a result of sickness or disability for a period of five (5) or more days and desires to obtain blanket approval to leave his place of recuperation without notification to the Department, the following procedure shall be followed: The patrolman, at his own cost and

expense, shall submit a certification from his treating physician, stating the nature of his illness or disability and providing a prognosis as to the projected time of the patrolman's return to duty. The Chief of Police, or his designee, shall either grant blanket approval for the period of time set forth in the physician's certification or, at the Borough's cost and expense, shall have the patrolman examined by a physician of the Borough's choice. If the examination by the Borough's physician confirms the length of the disability, blanket approval shall be granted. The Borough may require the patrolman, at the Borough's cost and expense, to submit to subsequent examinations during the period of illness or disability, as suggested by the Borough's physician, for the purpose of determining continuing inability to work. Nothing herein shall be construed to preclude further applications of blanket approval.

B. Disabled patrolmen, whether work-related or non-work related, shall be offered light duty if the patrolman's doctor certifies that the patrolman is physically capable of said assignment and provided that the Chief of Police retains the discretion to decide the availability of such light duty.

Section 2. Personal Leave

A. A patrolman 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.

Section 2. Personal Leave (4 X 4 Modification)

A patrolman shall receive one (1) tour of duty as personal leave in the event he did not utilize any sick leave time in the preceding calendar year. The personal leave must be utilized in the year in which credit is received.

Section 3. Special Leave

A patrolman may, with the approval of the Chief of Police, be granted special leave with pay for any days on which he is able to secure another patrolman to work in his place.

Section 3. Special Leave (4 X 4 Modification)

A patrolman may, with the approval of the Chief of Police, be granted special leave with pay for any tours of duty for which he is able to secure another patrolman to work in his place.

Section 4. Funeral Leave

A patrolman shall receive three (3) days leave in the event of a death within the immediate family, which shall be construed to include father, mother, father-in-law, mother-in-law, grandfather, grandmother, 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 of Police.

Section 4. Funeral leave (4 X 4 Modification)

A patrolman shall receive leave for three (3) tours of duty in the event of a death within the immediate family, which shall be construed to include father, mother, father-in-law, mother-in-law, grandfather, grandmother, sister, brother, sister-in-law, brother-in-law, spouse and child. An additional tour of duty may be granted upon a reasonable request therefor and at the discretion of the Chief of Police.

ARTICLE X

SALARY

Section 1. Base Salary

Employees covered by this Agreement shall receive base annual salaries as are set forth on Appendix A annexed to this Agreement.

Section 2. Longevity Payments

In addition to the salary provisions hereinabove set forth, the Borough shall pay longevity pay to each patrolman in accordance with the following schedule:

- A. Two percent (2%) of base salary for five (5) or more years service in the employ of the Borough.
- B. Four (4%) percent of base salary for ten (10) or more years service in the employ of the Borough.
- C. Six (6%) percent of base salary for fifteen (15) or more years service in the employ of the Borough.

All longevity compensation shall be folded in and paid along with regular compensation in the regular payroll procedure. Employees hired after July 1, 1994 shall not receive longevity payments at the five and ten year plateaus as is provided in this section above. Said new employees shall receive their initial entitlement to longevity at the 6% plateau, 15 years of service or more.

Section 3. Unreimbursed Expenses

The Borough will pay each Patrolman an annual amount each year for

unreimbursed expenses. Payments will be made by separate checks, one-half (1/2) on the second pay date in January and one-half (1/2) on the second pay date in July. Effective January 1, 1994 the annual payment shall be Two Hundred Seventy-Five Dollars (\$275.00). Effective January 1, 1995 the annual payment shall be Three Hundred Dollars (\$300.00). Effective January 1, 1996 the annual payment shall be Three Hundred Twenty-Five Dollars (\$325.00).

Section 4. A \$1,000 per year stipend will be paid only to those members permanently assigned to work a shift other than the 4 x 4 schedule. No other employees are eligible. The \$1,000 stipend is not added to the employee's base salary, nor included in other benefit calculations.

The stipend is only payable during the period the employee is permanently assigned to the non-4 x 4 work schedule and shall be prorated and limited to the actual time the employee works the non-4 x 4 work schedule. The stipend shall be paid in a lump sum amount on the second pay period in November of each year.

ARTICLE XI

OVERTIME PAYMENTS

Section 1.

"Overtime" shall be deemed to be any time worked in excess of eight (8) hours in one (1) calendar day or forty (40) hours in one calendar week, provided, however, working in excess of such hours shall not be considered overtime if it is occasioned by regular shift change. Adjustments shall not be made in a Patrolman's scheduled tour of duty for the purpose of avoiding payment of overtime.

Section 1

"Overtime" shall be deemed to be any time worked in excess of eleven (11) hours in any twenty-four (24) hour period or forty-four (44) hours in one (1) 4 X 4 block; provided, however, the additional regularly scheduled hours provided for in Article VI shall not be deemed to be overtime. Adjustments shall not be made in a Patrolman's scheduled tours of duty for the purpose of avoiding payments of overtime. No Patrolman shall be entitled to receive any overtime or other credits, or additional compensation, for extra hours worked caused by the implementation or termination of the 4 X 4 system.

Section 2.

Overtime worked shall be compensated in the following manner at the option of the Patrolman (including those assigned to the Criminal Investigations Division) involved:

- A. The Patrolman shall be paid at a rate of one-hundred fifty percent (150%) of his regular pay for each overtime hour worked;

or

B. The Patrolman may take one (1) hour off as compensatory leave and shall be paid at a rate of fifty (50%) percent of his regular pay for each overtime hour worked.

Section 3

Any compensatory time off accumulated by reason of overtime pursuant to Section 2.B. and not taken prior to January 1 of any year, shall be accumulated into the following year and the Patrolman involved shall be entitled to same. However, patrolmen shall have the option to receive direct payment at the end of the year for any and all compensatory time, accumulated during that year, at the Patrolman's prevailing rate of pay. All provisions include personnel assigned to the Criminal Investigations Division.

Section 4

The Chief of Police shall make written designation in advance on a quarter-annual basis of the minimum complement for each shift. Except in the case of emergency, each shift will be manned at least to the minimum complement. Compensatory time off will not be allowed when the granting of same would result in fewer police officers remaining on duty on the shift than shall be designated by the Chief of Police as the minimum complement for the particular shift.

Section 5

Net overtime payments shall be made no longer than thirty (30) days from application for same. Further, this period could be reduced at the discretion of the Business Administrator or his designee.

Section 6

The Borough agrees to grant a minimum of two (2) hours work compensation therefor at rate otherwise herein provided whenever a Patrolman is called in to work at a time not consecutive to a tour of duty actually worked by him. Any Patrolman who is called upon to act as a shift commander for a complete tour of duty shall be entitled to one hour of overtime for each such tour which he works.

Section 7

Except as provided in Section 2 of this Article, overtime shall be compensated by the granting of compensatory time off by mutual agreement between the Chief and the individual Patrolman involved. In cases where the granting of compensatory time off is impossible, overtime worked shall be compensated by monetary payment. Such payment shall be calculated on a straight-time hourly basis. Any overtime accumulated prior to July 1, 1971 will be compensated only by the granting of compensatory time off in the manner herein provided.

Section 8

Anything to the contrary contained herein notwithstanding, any Patrolman attending a Somerset County Pistol League shooting match on behalf of the North Plainfield Police Department shall be credited with two-thirds (2/3) of an hour overtime worked regardless of the actual time spent at such shooting match. The overtime credit herein provided shall be in lieu of any other compensation for attendance at any shooting match.

Section 9

Compensation for overtime worked pursuant to Section 2B. shall be subject to same being permitted by applicable federal and/or state law.

ARTICLE XII

ON-CALL CREDITS

Patrolmen placed "on-call", i.e. required during off duty hours to be available upon call to report for duty at an unscheduled time, shall receive one (1) hour compensatory time off for every four (4) hours on call, provided, however, in lieu of compensatory time off for on call time as hereinabove provided, patrolmen assigned to the Criminal Investigation Division shall receive one (1) hour compensatory time off for each calendar day on call. All said hours accumulated may be carried over to the following year.

ARTICLE XIII

VESTING OF BENEFITS

Any benefits earned by a patrolman pursuant to Article XI., Overtime Payments, shall be deemed to vest immediately. In the event such benefit is not taken by a Patrolman during his employment as a police officer with the Borough, 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.

ARTICLE XIV

GRIEVANCE PROCEDURE

Definition.

A Grievance is a claim or complaint by a patrolman, group of patrolmen, or the PBA on behalf of a member, group of members, or the PBA itself, based upon an event which affects a condition of employment and/or the alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

Step 1.

All grievances shall be submitted, in writing, to the Chief of Police within ten (10) days following the PBA meeting immediately succeeding the date of the occurrence of the matter aggrieved, provided, however, that should said PBA meeting be held within ten (10) days of the date of the occurrence of the matter aggrieved, the submission shall be made within ten (10) days of the next following PBA meeting, provided, further, however, that in no event shall a grievance be submitted more than ninety (90) days following the date of the occurrence of the matter aggrieved. The Chief of Police shall decide the grievance in writing within ten (10) days of the submission of the grievance to him and shall, within such ten (10) day period, deliver a copy of his decision to the PBA Grievance Committee. A written appeal may be taken from the decision of the Chief of Police within ten (10) days of said decision or the date upon which said decision should have been rendered, whichever is earlier.

Step 2

The Business Administrator shall decide the grievance, in writing, within ten (10) days of the submission of the appeal to him, and shall, within such ten (10) day period, deliver a copy of his decision to the PBA Grievance Committee. The Council will be bound by the Administrator's decision, but the PBA may make a written appeal from the Administrator's decision. In the event a timely decision is not rendered by the Administrator, or the PBA is dissatisfied with a decision timely rendered, the grievance may, at the exclusive option of the PBA, be submitted to binding arbitration under the auspices of the Public Employment Relations Commission (PERC).

Step 3

An election by the PBA to submit the grievance to binding arbitration shall be exercised by written notification by the PBA to the business administrator within ten (10) days of the date upon which the decision should have been rendered or ten (10) days of the decision, as the case may be, and by filing for arbitration with PERC within twenty (20) days thereafter, and in no other manner. Arbitration costs shall be shared equally by the Borough and the PBA.

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ARTICLE XV

CLOTHING ALLOWANCE

Section 1

Each employee covered by this Agreement shall receive an annual Clothing Allowance. The clothing allowance will be paid to each Patrolman in two (2) separate checks, one-half ($\frac{1}{2}$) on the second pay date in January and one-half ($\frac{1}{2}$) on the second pay date in July. Effective January 1, 1994 the annual clothing allowance shall be Six Hundred Seventy-Five (\$675.00) Dollars. Effective January 1, 1995 the annual clothing allowance shall be Seven Hundred (\$700.00) Dollars. Effective January 1, 1996 the annual clothing allowance shall be Seven Hundred Twenty-Five (725.00) Dollars.

Section 2

If clothing or eyeglasses are damaged in the line of duty, normal wear and tear excepted, an additional allowance for same will be granted by the Chief of Police upon presentation to him of proof of such damage in the line of duty.

Section 3

The following list represents the minimum initial uniform supply which shall be given to new members of the department:

4 long sleeve shirts; 4 short sleeve shirts; 3 summer pants; 3 winter pants; 1 leather jacket; 1 nylon jacket; 1 raincoat (not reversible); 1 dress blouse; 1 pair of shoes; 1 hat; 1 pair rubber rainboots; 1 black tie; 4 pair black socks; 1 nameplate; 1 whistle and holder.

Seasonal equipment need not be given at the time of employment, but only in season. For example, if employment commences June 15,

leather jacket and winter clothing need not be supplied until Fall.

Section 4

The following items shall also be supplied but remain the property of the Borough:

Gun; 1 gun belt; 1 holster; 1 baton & holder; 1 mace & holder; 1 key ring & holder; 4 belt keepers; 1 "Sam Brown" belt; 1 "slapper" and 1 pair handcuffs.

None of the items listed in Section 4, above, need be new, provided they are in good condition.

Section 5

The uniform and equipment items listed above in Sections 3 and 4 shall be supplied in lieu of the first calendar's year Clothing Allowance. Further, the second calendar year's Clothing Allowance will be pro-rated to the anniversary date of the Patrolman.

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ARTICLE XVI

COLLEGE CREDIT PROGRAM

Section 1

A Patrolman shall be paid, as additional compensation, Five (\$5.00) dollars for each qualified college credit completed by him prior to September of a given year. A college credit shall be considered qualified if:

(a) it is received from an accredited New Jersey College and is for a law enforcement or public safety course; or

(b) it is for a course required by an accredited New Jersey College in order to obtain a degree in law enforcement or public safety and the Patrolman is working towards attaining such degree; or

(c) the credit would fulfill the requirements of (a) or (b) above, except that it is not from an accredited New Jersey College, provided an accredited New Jersey College would recognize the credit as if received from an accredited New Jersey College, or, if a degree has been obtained from a non-New Jersey College, same would be recognized and given full credit by an accredited New Jersey College were same to be utilized as the basis for enrollment for an advanced degree; and

(d) a certified copy of the transcript is filed by the Patrolmen with the Chief of Police prior to September 1 of a given year.

Such payments shall be made on the second pay date in November of such year.

Section 2

For those Patrolmen taking accredited courses leading to an Associate's or Bachelor's Degree in Law Enforcement or Public Safety, the Borough will reimburse actual tuition expenses not to exceed twenty-two (\$22.00) dollars per credit up to a maximum of twelve (12) credits per year. Courses must be passed at a high enough level to gain credit. Payment shall be made within thirty (30) days of voucher approval following receipt of certification of credit and payment of tuition.

ARTICLE XVII

RETENTION OF BENEFITS

All rights and privileges heretofore granted to the members of the PBA, as a matter of practice, are hereby preserved unto them.

ARTICLE XVIII

DEATH BENEFIT

Section 1.

To the extent permitted by law, the Borough will pay a sum equivalent to one (1) year's salary to a widow, or next of kin if there be no widow, of any Patrolman 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 laws of intestate succession.

Section 2

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

ARTICLE XIX
INSURANCE PLANS

Section 1.

The Borough shall provide for hospital and medical insurance (including Major Medical and Rider "J") for all Patrolmen and their dependents at no cost to Patrolmen, at the level of coverage provided through the State of New Jersey.

Section 2.

The Borough will provide a group dental insurance plan to cover members of the bargaining group and their dependents at no cost to Patrolmen. Said plan became effective January 1, 1988 pursuant to the level of benefits agreed upon and attached hereto as an exhibit in the appendix.

Section 3

The Borough will apprise the members of the bargaining unit as to all insurance coverages currently in effect. Further, all members will be advised of any new policies purchased by the Borough, within ten (10) days of purchase, which affect them. No insurance coverage obtained will be changed without prior negotiations with the PBA.

ARTICLE XX

REPRESENTATION FEE FOR NON-MEMBER PATROLMEN

Section 1.

If a Patrolman does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said Patrolman will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

Section 2.

Prior to March 1 of each year, the Association will submit to the Borough a list of those Patrolmen who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Borough will deduct from the salaries of such Patrolmen, in accordance with Section 3 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

Section 3.

The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each patrolman on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

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

(b) 30 days after the Patrolman begins his employment in a bargaining unit position.

Section 4.

If a Patrolman who is required to pay a representation fee terminates his employment with the Borough before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Borough will deduct the unpaid portion of the fee from the last paycheck to said Patrolman during the membership year in question.

Section 5.

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

Section 6.

The Association will notify the Borough in writing of any changes in the list provided for in Section 2. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Borough receives said notice.

Section 7.

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the Association a list of all Patrolmen who began their employment, in a bargaining unit position, during the preceding 30 day period. The list will include names, job titles, and date of employment for all such Patrolmen.

ARTICLE XXI

MILEAGE ALLOWANCE

The Borough shall compensate Patrolmen at the rate of thirty (\$.30) cents per mile if a municipal car is not available and a personal car must be used.

ARTICLE XXII

LEGAL DEFENSE

Section 1.

The Borough will provide defense for Patrolmen in actions or legal proceedings arising out of or incidental to the performance of duties pursuant to N.J.S.A. 40A:14-155 as follows:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the officer, he shall be reimbursed for the expense of his defense.

Section 2.

The affected Patrolman shall select his own counsel to assume sole control of his defense and the Borough agrees to assume the full cost of the Patrolman's legal fees at the "prevailing rate", provided, however, should an insurance carrier enter a defense on behalf of the

affected Patrolman and furnish counsel as part of that defense, the Borough's obligation under this provision shall be deemed to have been satisfied, and, under such circumstances, the affected patrolman shall have no right to select his own counsel at the Borough expense.

ARTICLE XXIII

EMPLOYEES RIGHTS AND PRIVILEGES

Section 1.

No Patrolman shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage, or given an adverse evaluation of his services 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 to the procedures set forth in N.J.S.A. 40A:14-147, 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 2.

When a Patrolman is called to an "investigatory meeting" from which he can reasonably expect to receive discipline, the Patrolman has a right to have union representation present if he so desires. In addition, the Patrolman 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.

ARTICLE XXIV

EVALUATION PROCEDURES

Section 1.

In order to ensure the development of each Patrolman of the Borough of North Plainfield, evaluations will be made by their immediate supervisors at least once a year and no more than twice a year in accordance with written Performance Evaluation Report agreed to by the parties and attached hereto as an exhibit in the appendix.

(a) Permanent members of the police force shall be evaluated 1/3 in January, 1/3 in February, and 1/3 in March;

(b) New patrolmen will have a probationary evaluation review during the third month and ninth month of probation and annually thereafter.

In no case shall an evaluation occur within thirty (30) days of the previous evaluation. In cases where deficiencies are noted, the Patrolman shall have sufficient time to correct said performance before a second evaluation takes place.

Section 2.

No evaluation report shall be submitted to the Business Administrator's office, placed in the Patrolman's personnel file, or otherwise acted upon without the Patrolman's signature on the copy acknowledging that he has had the opportunity to review it with the express understanding that such signature in no way indicates

agreement with the contents thereof. No Patrolman shall be required to sign a blank or incomplete evaluation form. The Patrolman shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Business Administrator, or his designee, and attached to the file copy.

Section 3.

A separate personal history file shall be established and maintained for each Patrolman covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police. No other file, document or dossier of personnel records will be maintained, official or otherwise, by any person, for any reason whatsoever.

No document or report shall be placed in a Patrolman's personnel file without prior notice to the Patrolman. In the case of derogatory material, the Patrolman shall have the opportunity to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Patrolman shall also have the right to submit a written answer to such derogatory material and his answer shall be reviewed by the Chief of Police, or his designee, and attached to the file copy.

Any Patrolman shall have the right to inspect his complete personnel file upon reasonable notice and at reasonable times upon request. A representative of the PBA may be present when requested by the Patrolman concerned.

There shall be only one file established with the final evaluation of a patrolman upon termination of his employment concluded prior to any recommendation for severance and no documents shall be placed in his personnel file after severance except documents pertaining to requests for personal references and responses thereto. Any recommendations pertaining to a Patrolman's performance shall be based upon the written evaluations set forth in accordance with the procedures established above, and copies of all such correspondence shall be forwarded to the Patrolman's home address.

ARTICLE XXV

OFF DUTY PERFORMANCE OF POLICE FUNCTIONS

The Borough recognizes that Patrolmen may, when not on an assigned tour of duty, be required to perform a police function pursuant to Rules and Regulations and/or General or Special Orders. Whenever any such police function is performed pursuant to and within the scope of said Rules and Regulation and/or General or Special Orders, the Borough acknowledges that the Patrolman is considered to be performing a police duty to the same extent as if he were on an assigned tour of duty.

WORK INCURRED INJURY

1. 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.

2. 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 in excess of the period of time ultimately determined by the Division of Workmen's Compensation or a 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.

3. 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 where 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.

4. The above language incorporates by reference Municipal Ordinance No. 659.

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ARTICLE XXVII

DEPARTMENTAL INVESTIGATIONS

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:

1. The interrogation of a member of the PBA shall be at a reasonable hour, preferably when the member of the PBA is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.
3. The member of the PBA shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the PBA is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the PBA shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every state of the proceedings, the Department shall afford an opportunity for a member of the PBA, if he so requests, to consult with counsel and/or his PBA representative before being questioned

concerning a violation of the rules and regulations during the interrogation of a member of the PBA, which shall not delay the interrogation beyond one (1) hour for consultation with this PBA representative.

7. In cases other than departmental investigations, if a member is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Employer's Office or its officers of the ability to conduct the routine and daily operations of the Department.
9. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two (2) circumstances exist: (1) Where the employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific employee being tested. (2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Employer's Office.
10. Under no circumstance shall the employer offer or direct the taking of a polygraph or voice print examination by this Agreement.
11. Under no circumstance shall an employee be subject to any charge whatsoever after 45 days. The 45 day period shall be calculated consistent with N.J.S.A. 40A:14-147.
12. Employees shall not be suspended or suffer an loss in benefits until after the employee has had a departmental hearing and has been found guilty, except in cases of severe nature where the suspension of the employee is required for the safety and welfare of the public or the Employer's Office. If the suspension is immediate, then a departmental hearing shall take place as soon as possible.

ARTICLE XXVIII

PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for evaluation purposes by the Police Chief, Mayor and/or Governing Body.

Upon advance notice and at reasonable times, any member of the Union may at any time review his personnel file. However, 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 personnel 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. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

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

Each Employee shall be supplied with a written certification from the employer, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the Officer.

ARTICLE XXIX

CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the City will permit at least one (1) uniformed Police Officer of the City to participate in funeral services for the said deceased Officer. Subject to the availability of same, the City will permit a City police vehicle to be utilized by the members in the funeral service.

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 unless otherwise agreed to by the Chief of Police.

ARTICLE XXX

DURATION OF AGREEMENT

This Agreement, except as specifically provided to the contrary in certain sections, is retroactive and effective as of January 1, 1994, for the calendar years 1994, 1995 and 1996, for all Patrolmen employed during the contract period.

NORTH PLAINFIELD PBA, LOCAL NO. 85

BY: *Theodore Yurgel*
PTL. THEODORE YURGEL, PRESIDENT

BY: *Edward C. Ciempola*
PTL. EDWARD C. CIEMPOLA

BY: *Gerard Clyne*
PTL. GERARD CLYNE

BOROUGH OF NORTH PLAINFIELD

BY: *Michael A. Haggerty*
MICHAEL A. HAGGERTY, Mayor

ATTEST:

Gloria Pfeueger
GLORIA PFLUEGER, BOROUGH CLERK

Dated: NOVEMBER 14, 1994

APPENDIX A

PBA SALARIES

	EFFECTIVE 01/01/94	EFFECTIVE 01/01/95	EFFECTIVE 01/01/96
CLASS A Over 48 mos. of service (Maximum)	\$47,881	\$50,514	\$53,292
CLASS B 36 to 48 months	\$44,268	\$46,703	\$49,272
CLASS C 24 to 36 months	\$40,119	\$42,326	\$44,654
CLASS D 12 to 24 months	\$34,532	\$36,431	\$38,435
PROBATIONARY Date of hire to 12 months after academy graduation	\$28,944	\$28,944	\$28,944

**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 19, 1976, 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 fix the regular meeting of such Council to be held on the evening of Monday, November 8, 1976, beginning at 8:00 o'clock P.M., prevailing time as the time, and the said Borough Council Chambers as the place when and where said ordinance will be 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. 659

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, 1976, 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, 1976, 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 2/3 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, 1976, 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, children, 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, 1976.

Mary A. Smith
Borough Clerk
10/21/76

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.

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.

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

Maximum Payment (other than Orthodontic Benefits)

\$1000.00 per person per calendar year.

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.

Basic Benefits

Preventive/diagnostic services:

- Initial and periodic oral examinations
- Bleeding 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.

- Single 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.

Types of Coverage Available

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;
- Family – provides coverage for you, your spouse and your eligible children.

Changes in Enrollment

If you want to change the type of coverage you hold, consult 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 call this Insert 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 Parent and Child(ren) or Family coverage your newborn infant is automatically included.

If you have Single coverage, your newborn will be covered 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 days after birth, the coverage will be effective on the first day of the calendar month after the date the application was submitted.

RESOLUTION NO. 05-08-95-06b

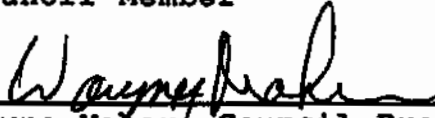
WHEREAS, the Borough of North Plainfield ("Borough") and the North Plainfield PBA Local No. 85 ("PBA") have negotiated in good faith and agreed to the terms specified in the attached Side Letter of Agreement dated March 8, 1995 to clarify certain terms contained within the Agreement between the Borough and the North Plainfield PBA Local No. 85 for the period beginning January 1, 1994 and ending December 31, 1996 as previously ratified by the Council on November 14, 1994 by resolution No. 11-14-94-05.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of North Plainfield that the attached Side Letter of Agreement be ratified.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute said Side letter of Agreement between the Borough of North Plainfield and the North Plainfield PBA Local No. 85 upon the terms and conditions set forth therein.



Council Member



Wayne Maher, Council President

Introduced: May 8, 1995

Adopted: May 8, 1995

March 8, 1995

**Borough of North Plainfield
263 Somerset St.
North Plainfield, NJ 07060
ATTN.: Mayor and Council**

**RE: Side letter of Agreement
with respect to the salary guide
position of police officers Weber,
Garcia, & Stopinski**

Dear Mayor and Council Members:

This side letter of Agreement is meant to codify our agreement with respect to the salary guide placement of three police officers, Michael Weber, Michael Garcia and Joseph Stopinski. This side letter of agreement is meant to be read and interpreted along with the contract previously agreed upon between the parties which has a term of January 1, 1994 through December 31, 1996. Specific reference is made to Appendix A, Salaries, on page 56 of that agreement. The three named officers shall be placed on the Salary Guide as follows:

- 1. All three named officers shall advance to Pay Class D on the one year anniversary date calculated from their initial date of hire in North Plainfield. This one year anniversary date advancement to class D is meant to be retroactive to January 1, 1995 for salary calculation purposes. As of this date, Officer Stopinski is presently at class D and officers Garcia and Weber would advance to Class D upon completion of their first year of service calculated from their initial date of hire in North Plainfield.**
- 2. Officers Weber, Garcia and Stopinski shall advance to Pay Class C effective October 1, 1995. They shall stay at Pay**

