Contract - 734

COPY

AGREEMENT

BETWEEN THE BOROUGH OF NORTH PLAINFIELD

AND

NORTH PLAINFIELD PROFESSIONAL FIRE

OFFICERS ASSOCIATION

IAFF LOCAL NO. 2983

1991 - 1993

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ARTICLE I

PURPOSE OF AGREEMENT

The Borough of North Plainfield (hereinafter referred to as the "Borough") hereby recognizes the North Plainfield Professional Fire Officers Association (hereinafter referred to as "Association") as the exclusive representative and bargaining agent for Fire Officers on subjects including salaries, hours of work, fringe benefits, working conditions, procedures for the adjustment of disputes, grievances, and other related matters.

ARTICLE II

PARTIES BOUND

This Agreement shall be binding upon the Borough and all Fire Officers (hereinafter referred to as Officers) excepting the Chief.

ARTICLE III

HOURS OF WORK

Section 1. Line Officers

The hours of work shall be an average of forty-two (42) hours per week based on an eight (8) week cycle of ten (10) hour day shifts, and fourteen (14) hour night shifts, in accordance with *N.J.S.A.* 40A:14-52. Day tours shall be from 8:00 a.m. to 6:00 p.m. and night tours shall be from 6:00 p.m. to 8:00 a.m. The sequence of tours shall be: two (2) consecutive day tours followed by seventy-two

(72) consecutive off-duty hours, followed by two (2) consecutive night tours followed by forty-eight (48) consecutive off-duty hours, whereupon the schedule shall repeat.

Section 2. Staff Officers

The hours of work shall be based on a forty (40) hour week consisting of four (4) ten (10) hour days falling between Monday and Friday inclusive. Hours shall be from 8:00 a.m. to 6:00 p.m.

Section 3.

Nothing contained in this Agreement shall be construed to impair the authority of the Chief, or the Officers or other officials having charge or control of the Department of Fire Prevention and Protection, in case of emergency or shortage of personnel, from summoning or keeping on duty any and all members of the Department of Fire Prevention and Protection during the period of emergency, or shortage of personnel.

Section 4.

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

ARTICLE IV

ACTING ASSIGNMENTS

Acting assignments shall be made by the Chief of the Department of Fire Prevention and Protection. In the event an Officer

is given an acting assignment in writing by the Chief to a position for which a higher rate of pay is established for the regular holder of said position and in which position a vacancy exists, then said Officer shall be compensated at the higher rate of pay for said position from the effective date of said written acting assignment.

ARTICLE V

SALARY

Section 1. Officers Base Salary

(a) Officers shall be paid an annual base salary for 1991, 1992 and 1993 as follows:

Officers shall be paid at the following annual rates for the periods indicated:

1991

RANK	ANNUAL SALARY RATES		ANNUAL TOTAL*
	Jan.1-June 30	July 1-Dec.31	
Lieutenants with one(1) or more years in grade:	$43,850.00	$45,604.00	$44,727.00
Captains with one(1) or more years in grade:	49,569.00	51,553.00	50,561.00

*Gross annual amount actually payable in calendar year.

1992

RANK	ANNUAL SALARY RATES		ANNUAL TOTAL*
	Jan.1-June 30	July 1-Dec.31	
Lieutenants with one(1) or more years in grade:	$46,973.00	$48,852.00	$47,913.00
Captains with one(1) or more years in grade:	53,100.00	55,224.00	54,162.00

*Gross annual amount actually payable in calendar year.

1993

RANK	ANNUAL SALARY RATES		ANNUAL TOTAL*
	Jan.1-June 30	July 1-Dec.31	
Lieutenants with one(1) or more years in grade:	$50,317.00	$52,330.00	$51,324.00
Captains with one(1) or more years in grade:	56,880.00	59,155.00	58,018.00

*Gross annual amount actually payable in calendar year.

(b) Officers with less than one (1) year in grade shall receive an amount equal to 96.2% of the base salary of an Officer of equal rank with one (1) or more years in grade.

(c) The salary of any Officer with less than one (1) year in grade as of January 1 of a given year shall be adjusted on a pro rata basis as of the date he completes one (1) year in grade. In such event, the salary set for the rank with one (1) year in grade shall not be retroactive to January 1 of that year, anything contained in the is Agreement to the contrary notwithstanding.

Section 2. Staff Officers Base Salary

A Lieutenant serving as Administrative or Operations Officer shall be paid an annual base salary equivalent to that of a Captain of equal years in grade, as outlined in Section 1, above. All other Staff Officers will be paid an annual salary based upon actual rank and years in grade.

Section 3. Overtime

Overtime, worked by an Officer, except in those instances for which compensatory time off credits are earned pursuant to Article XV, Section 1, shall be compensated by payment to the Officer on the second regular pay day following the date upon which overtime was

worked. Payment for overtime as hereinabove provided shall be at a rate of one-hundred-fifty (150%) per cent of the Officer's regular pay for each overtime hour worked.

Section 4. Court Time

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

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

(c) When an Officer covered under this Agreement shall be required to travel to and from any of the courts or administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which an Officer is entitled, provided, however, that such travel shall be computed between the Borough's fire headquarters and the pertinent court or administrative body.

(d) The amount of overtime to which an Officer may be entitled under this Article shall be the actual time required, including waiting time in the court or administrative body, together with any applicable travel time, but in no event shall an Officer receive less than two hours pay at the overtime rate for such appearances.

ARTICLE VI

LONGEVITY

In addition to the salary provisions hereinabove set forth, the Borough shall pay longevity to each Officer in accordance with the following schedule. Calculations shall be based on the Officer's employment anniversary date.

(a) Two (2%) per cent of base salary for five (5) or more years service in the employ of the Borough.

(b) An additional two (2%) per cent of base salary for ten (10) or more years service in the employ of the Borough.

(c) An additional two (2%) per cent of base salary for fifteen (15) or more years service in the employ of the Borough.

ARTICLE VII

PAID HOLIDAYS

Section 1. Payment.

In lieu of receiving days off for holidays, each Officer shall receive payment therefor equivalent to a minimum of fourteen (14) days per year, plus each Officer shall receive payment for such additional days as Borough Clerical personnel shall be allowed off as extra holidays. Holiday pay shall be calculated by using the Officer's anniversary date.

The holidays shall be:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Easter Sunday

6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday After Thanksgiving
14. Christmas Day

Section 2. Duties on Holidays

Routine duties shall be performed by Officers, on all holidays for which extra compensation is paid, pursuant to Section 1, above, except Christmas Day, Easter Sunday, Thanksgiving Day, New Year's Day, Independence Day, Labor Day and Memorial Day. On the latter designated holidays, Line Officers shall only perform duties related to routine supervision, essential preparation and maintenance of firefighting equipment and apparatus, fire and/or safety patrols.

ARTICLE VIII

PENSION BENEFIT

Section 1.

The Borough shall make regular employer pension contributions for Officers, and shall make regular salary deductions for employee pension contributions for Officers.

Section 2.

Longevity pay pursuant to Article VI, and holiday pay pursuant to Article VII of this Agreement, shall be considered as salary for the purpose of computing pension contributions and shall be included in the regular, biweekly pay for Officers.

ARTICLE IX

UNIFORMS AND UNIFORM MAINTENANCE

Section 1. Purchase of Uniforms

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

Section 2. Uniform Maintenance Allowance

The Borough shall provide a uniform and protective clothing routine maintenance allowance in the amount of $250.00 annually, payable to Officers in the second pay period of January.

Section 3. Class I Uniform

The Class I Uniform shall no longer be required to be worn by Line Officers while reporting to and leaving duty, but shall be maintained to be worn on those occasions as determined by the Chief. The fact that the Class I Uniform need not be worn to and from work in no way changes the requirement that the uniform, when worn, presents an acceptable appearance.

Section 4. Street Dress

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

ARTICLE X

INSURANCE

Section 1.

The Borough shall at its expense, provide Blue Cross, Blue Shield, Rider J and Major Medical Insurance and other State mandated

optional, alternative health plans for Officers and their families which shall be deemed to include spouse and children.

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 Officers. Said plan shall become effective January 1, 1988, pursuant to the level of benefits agreed upon and attached hereto as Exhibit 2.

ARTICLE XI

EDUCATION

Section 1. Reimbursement of Expenses

Officers enrolled in Fire Science or required related courses at a duly accredited college shall, upon successful completion of said course, be reimbursed one hundred (100%) per cent of actual out of pocket expenses incurred for tuition and laboratory fees for not more than six (6) credit hours per semester. A passing grade of "C" is required for reimbursement of said expenses.

Section 2. Attendance at Education Courses

Each Officer shall be allowed, subject to the approval of the Chief, which shall not be unreasonably withheld provided sufficient manpower is available on the affected shift, to take not more than six (6) normal working hours per week for attendance at Fire Science and related courses at a duly accredited college, or with the prior approval of the Chief, for attendance at other courses, without said time being charged against compensatory time.

ARTICLE XII

VACATIONS

Section 1.

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

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

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

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

Section 2.

If an Officer does not take all or part of his vacation during one calendar year, all or part of the same, as the case may be, shall be accumulated into the next succeeding year, and the Officer shall be entitled to the same, provided the taking of said time does not interfere with other vacation schedules in said year. If the Officer is unable to take said accumulated vacation in the succeeding year due to transfer or similar action ordered by the Borough, then the Officer shall be compensated in cash for said days.

Section 3.

The vacation period for Officers shall be from January 1 to December 31.

Section 4.

Vacation preference for Line Officers shall be determined on the basis of rank within the platoon.

Section 5.

An Officer may, but need not, take up to five (5) of the vacation days to which he is entitled, singly. Each single-day vacation request must be submitted for approval to the Chief or his designee no later than seventy-two (72) hours in advance. However, short notice requests will be considered on a case by case basis. Anything to the contrary contained herein notwithstanding, when there is a three (3) day holiday/weekend and the requested day off is the day immediately following the holiday/weekend, the request must be filed no later than 12:00 noon on the day preceding the holiday/weekend.

ARTICLE XIII

LEAVE

Section 1. Early Exchange

(a) A Line Officer shall be granted early exchange leave with pay for a period up to thirty (30) minutes prior to the end of his shift, on any day that he is able to secure the oncoming Line Officer to work in his place.

(b) No such exchange shall be made within five (5) minutes immediately prior to the end of a shift.

Section 2. Special Leave

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

Section 3. Funeral Leave

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

mother-in-law, sister, brother, sister-in-law, brother-in-law, spouse and child. An additional day may be granted upon a reasonable request therefor and at the discretion of the Chief.

Section 4. Sick Leave

A. Sick leave benefits shall be in accordance with the Agreement between the Borough and FMBASOA dated October 25, 1976, as contained in Exhibit 1 annexed hereto, which said Agreement is hereby extended to remain in full force through the term of this Agreement.

B. Any Officer shall be entitled to receive blanket approval for leaving his place of recuperation while on sick leave of periods in excess of five days, provided, however, that such approval shall not be granted until the Chief is supplied with a note from the Officer's physician indicating that the period of recuperation is in excess of five days.

Section 5. Personal Leave

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

ARTICLE XIV

BUSINESS LEAVE

Section 1. Representation for Negotiation and Grievances

The Borough grants the three (3) members of the Association Negotiating Committee and three (3) members of the Association Grievance Committee leave from duty, with full pay, for all meetings between Borough officials and the Association for the purposes of negotiating an Agreement and for contract administration, when such meetings occur during the concerned committee member's scheduled duty hours.

Section 2. State and International Meetings

(a) The Borough grants the Association President leave from duty, with pay, to attend the annual convention of the Fire Fighters Association of New Jersey (FFA), and the International Association of Fire Fighters (IAFF) pursuant to *N.J.S.A.* 40A:14-177, when such conventions occur on the President's scheduled duty shift. Any approved member attending a union convention shall be given reasonable time off for travel to and from the convention. The dates of the conventions shall not be available for leaves of any type except sick leave by any member of the Association on the same platoon.

(b) The Borough grants the Association President leave from duty, with pay, to attend not more than twelve (12) membership meetings per year of the Fire Fighters Association of New Jersey, and a total of four days from duty, with pay, for seminars of the Fire Fighters Association of New Jersey and the International Association of Fire Fighters, when such meetings or seminars occur during the President's scheduled duty hours. Notification shall be made to the Chief at least one week prior to the use of this leave.

ARTICLE XV

COMPENSATORY TIME

Section 1. Compensatory Time Credits

A. Officers voluntarily responding while off duty to a general alarm, or called in to duty, or held over on duty because of a fire or primarily fire-related emergency, shall be granted one (1) credit for each such occasion regardless of the time worked. For every three (3) credits so accumulated, one (1) day compensatory time off shall be credited.

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

C. No compensatory time credit shall be granted or earned for any occasion an Officer is held over on duty for a fire or primarily fire related emergency for thirty (30) minutes or less.

Section 2. Administration of Program

This program shall supersede any rule, regulation. policy or procedure of the Department heretofore or hereafter promulgated concerning the subject matter of this Article XV. This provision shall not be construed to affect any compensatory time standing to the credit of an Officer as of January 1, 1979. The Chief shall have the absolute right, at any time, to discontinue the voluntary off-duty response to general alarms program.

Section 3. Use of Compensatory Time

Each compensatory time off request must be submitted for approval to the Chief or his designee no later than seventy-two (72) hours in

advance. However, short notice requests will be considered on a case by case basis. Anything to the contrary contained herein notwithstanding, when there is a three (3) day holiday/weekend and the requested day off is the day immediately following the holiday/weekend, the request must be filed no later than 12:00 noon on the day preceding the holiday/weekend.

Section 4. Vesting of Compensatory Time

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

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

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

(b) In the event election is not timely made as hereinabove set forth, Borough may make payment for compensatory time off in

regular pay increments following date of termination extended over the number of compensatory days off standing to the credit of the Officer.

(c) In the event of death of an Officer, any payment otherwise due under this Section shall be paid to his estate.

Section 5. Cash Payment Option

All compensatory time accumulated prior to November 1, 1982 (pursuant to Section 1) shall be redeemed only through compensatory time off as heretofore provided. Beginning November 1, 1982, Officers shall have the option of either vesting their compensatory time or receiving cash payment for same. This payment shall be made on the last pay date in November of the succeeding year upon written notification to the Administrator prior to October 15th of said succeeding year.

ARTICLE XVI

GRIEVANCE PROCEDURE

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

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

Step One

(a) All grievances shall be submitted in writing to the Chief of the Department of Fire Prevention and Protection within thirty (30) days following the occurrence of the

matter aggrieved. The grievance document shall include the date, time, location and circumstances surrounding the matter aggrieved; the Article and Section of the Agreement allegedly violated, when applicable; and, the remedy sought by the Association.

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

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

Step Two

(a) If the Association is dissatisfied with the Chief's decision, a written appeal may be taken to the Administrator within ten (10) days of the Chief's decision.

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

Step Three

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

(b) An election by the Association to submit to binding arbitration shall be exercised by (1) written notification to the Administrator within twenty (20) days after the Administrator's decision, and (2) within ten (10) days of that notification, filing with the Public Relations Commission for arbitration of the grievance.

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

ARTICLE XVII

MISCELLANEOUS

Section 1. Unreimbursed Expense

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

Section 2. Personnel Record Review

The Borough shall permit any member of the Association to review the contents of his personnel file upon request, at a time and place designated by the Chief. The review shall be supervised by a representative of the Borough.

Section 3. Safety and Health Committee

This committee shall have the responsibility of making recommendations on safety and health matters of the Firefighters and/or Officers. Such safety and health considerations shall include operations, protective equipment and technological innovations. This committee shall meet not less than twice a year with the Chief and consist of two representatives of the Association.

ARTICLE XVIII

NPPFOA DUES DEDUCTION AND PAYROLL DEDUCTION

Section 1.

In accordance with *N.J.S.A.* 52:14-15.9e, the Borough agrees to deduct from the salaries of members of the Department of Fire Prevention and Protection represented by the Association, dues for

membership in the Association, provided the member files an appropriate written authorization with the Borough. The deductions will be made monthly.

The dues so deducted will be transmitted to the Association Treasurer. The Association shall certify to the appropriate Borough Official in writing the current rate of membership dues.

Section 2.

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

Section 3.

Any Officer who does not join the Association within thirty (30) days of appointment, shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five (85%) per cent of the regular Association membership dues, fees and assessments as certified to the Borough by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the Officers in the unit, and provided that no modification is made in this provision by a successor agreement between the Association and the Borough.

Section 4.

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

ARTICLE XIX

RETENTION OF BENEFITS

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

ARTICLE XX

DEATH BENEFIT

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

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

ARTICLE XXI

SEPARABILITY AND SAVINGS

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

ARTICLE XXII

EFFECTIVE PERIOD

This Agreement, unless specifically provided to the contrary in certain sections hereof, is retroactive and effective as of January 1, 1991, and shall remain in full force and effect through calendar year 1993.

IN WITNESS WHEREOF, the parties have set their hands and seals this 20th day of APRIL, 1992.

BOROUGH OF NORTH PLAINFIELD

By: Francis J. McArdle

ATTEST:

By: Gloria Schlueger

NORTH PLAINFIELD PROFESSIONAL FIRE OFFICERS ASSOCIATION

By:

ATTEST:

By:

EXHIBIT 1

SICK LEAVE

EXHIBIT 1

SICK LEAVE

BOROUGH OF
NORTH PLAINFIELD
Corporation Notice

NOTICE IS HEREBY GIVEN, that at a meeting of the Mayor and Council of the Borough of North Plainfield held in the Council Chambers in the Borough Hall of said Borough on Monday, October 18, 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 he 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 (½) 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-eightieth (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 (½) 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-eightieth (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 (½) the allowable sick leave days for such calendar year. Should an employee's employment terminate between July 1 and December 31, both inclusive, in any calendar year, such employee shall be entitled to all the allowable sick leave days for such calendar year.

I. Each employee in the employ of the Borough for one year or more as of January 1, 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
10/21t1

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

EXHIBIT 2

DENTAL PLAN BENEFIT

BLUE CROSS AND BLUE SHIELD OF NEW JERSEY, INC.

22 D UCR-N (9-86)

Blue Cross
Blue Shield
of New Jersey

Your Dental Program

Borough of North Plainfield
#86800

Table of Contents

Introduction

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

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

Definitions

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

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

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

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

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

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

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

General Information

How to enroll

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

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

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

Eligible dependents

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

Types of enrollment coverage

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

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

Change in type of coverage

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

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

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

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

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

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

When your coverage ends

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

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

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

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

Dental Benefits

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

Basic Benefits

Preventive/diagnostic services:
- Initial and periodic oral examinations
- Bitewing X-rays and full-mouth X-rays
- Prophylaxis including cleaning and polishing
- Topical application of fluoride for persons under age 19.

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

Therapy/treatment services:
- Repair of dentures
- Fillings consisting of silver amalgam and synthetic restorations
- Palliative emergency dental services
- Biopsy of oral tissue
- Sealants
- Pulp capping and pulpectomy
- General anesthesia, for a covered dental service. The anesthesia must be administered and billed for by a dentist or physician other than the operating dentist, or by a Certified Registered Nurse Anesthetist employed by and personally supervised by a physician anesthesiologist. This benefit includes the administration of anesthetics by injection or inhalation, but not local anesthesia. Examinations, consultations, and other necessary care an anesthesiologist gives—before, during, and after the operation—are all included in the payment for anesthesia service.
- Simple extractions (Pre-operative X-rays and a Treatment Plan are required for three or more extractions.)
- *Endodontics, root canal therapy
- *Space maintainers.

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

How to Obtain Benefits

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

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

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

Basis of Payment

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

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

Deductible

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

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

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

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

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

Dental Program Claims Appeal

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

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

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

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

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

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

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

Exclusions

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

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

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

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

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

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

Services received while in the armed forces
No one who is on active duty during military service is eligible for coverage under this program.

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

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

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

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

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

Surgical assistant services
Services performed by surgical assistants are excluded from coverage.

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

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

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

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

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

In addition, the following applies:

A. If there are other ways of treating the same condition which carry different fees, we will not pay more than the lower fee. However, if the method which has the higher fee is the only way of treating the condition and we have approved a Treatment Plan for it, then we will pay the higher fee.

B. If an eligible person transfers from one dentist to another while under treatment, or if more than one dentist performs services for a dental procedure, we will not pay more than the amount that would be paid if only one dentist had performed all the services.

Coordination of Benefits

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

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

Service Centers

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

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

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

My Dental
ID Number is_____

My Dental
Group Number is _____

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

SCHEDULE OF DENTAL SERVICES

To Eligible Employees of:

Borough of North Plainfield
Group # 86800

Effective: January 1, 1988

PLEASE INSERT THIS IMPORTANT INFORMATION INTO YOUR DENTAL BOOKLET

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

Prosthodontic Benefits *

Prosthodontic benefits include:

- Partial or complete dentures
- Fixed bridges and splinted crowns

+* A Treatment Plan and pre-operative x-rays are required.

No benefits will be provided for:

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

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

Periodontic Benefits

Periodontic benefits include:

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

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

Inlay and Crown benefits

Inlay and Crown benefits include:

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

No benefits will be provided for:

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

Oral Surgery Benefits

Oral surgery benefits include:

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

- Treatment of fractures *
- Removal of lesions *
- Apicoectomy *
- Appliances for minor tooth movement (A Treatment Plan and pre-operative x-rays are required unless the services are done in an emergency.)

* These benefits require pre-operative x-rays, except for removal of soft-tissue tumors.

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.

PLEASE INSERT THIS IMPORTANT INFORMATION INTO YOUR BENEFIT BOOKLET

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 check 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 from the date of birth if you apply for Family or Parent and Child(ren) coverage within 31 days of the birth.

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

Enroll-3 rate (1-87)