
JANUARY 1, 1995 through DECEMBER, 31, 1997

CITY OF VENTNOR, NJ

and the

NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION - LOCAL #97

between the

AGREEMENT

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A. This Agreement is entered into PURSUANT to the provisions of Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws of 1984, (N.J. Rev. Statute 34:13A-5.1 et seq.) of the State of New Jersey to promote and insure harmonious relations; cooperation and understanding between the City and its employees; to provide for the resolution of legitimate grievances; to prescribe the rights and duties of the City and its employees; all in order that public service shall be expedited and effectuated in the best interests of the citizens of the City of Ventnor, New Jersey.

ARTICLE 2
PURPOSE

prevailing circumstances

manpower shift remains, unless the relief commander needs additional manpower due to

hours notice to the Chief or his designated representative, and as long as there is minimum

of regular straight pay to attend meetings, provided the association gives at least seventy-two (72)

for the purpose of preparing for negotiations, they shall be granted leave from duty without loss

F. Whenever the association and it's appointed representatives meet to discuss the contract

conferences or meetings, he shall suffer no loss in pay or other fringe benefits.

the parties to participate during the employee's scheduled working hours in negotiations,

E. Whenever any representative of the Association or any employee is mutually scheduled by

except through negotiations between the parties.

D. The City agrees that there will be no change in the negotiable terms of this Agreement,

members of the Association.

reduced to writing, and be signed by authorized representatives of the City of Ventnor and the

C. Any agreement so negotiated shall apply to all employees included in ARTICLE 1, be

this Agreement expires.

B. Such negotiations shall begin not later than September 15 of the calendar year in which

City employees included in Article 1.

reach agreement on all negotiable matters concerning the terms and conditions of employment of

accordance with the New Jersey Employer-Employee Relations Act in good faith and effort to

A. The parties agree to enter into collective negotiations over a successor Agreement in

NEGOTIATIONS PROCEDURE

ARTICLE 3

of the initial discussion with the Chief of Police, the employer or the Association may present the
2. Step Two. If no agreement can be reached orally within five (5) calendar days

grievance shall be deemed to constitute an abandonment of the grievance.
exceed ten (10) days. Failure to act within said five (5) calendar days provided to initiate the
resolving the matter informally. Such a progression through the chain of command shall not
between the aggrieved and his shop steward through the chain of command for the purpose of
occurred or knowledge thereof, and an earnest effort shall be made to settle the differences
provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has

1. Step One. The aggrieved or the Association shall institute action under the
waived by mutual consent:

the parties covered by this Agreement and shall be forwarded in its entirety unless any step is

D. The following constitutes the sole and exclusive method for resolving grievances between
which violates any right arising from his or their employment.

C. A grievance is any dispute between the parties concerning the application or interpretation
of this Agreement or any complaint by an employee or employees as to any action or non-action

to discuss the matter informally with any appropriate member of the Department.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance
this Agreement.

A. The purpose of this procedure is to secure at the lowest possible level, an equitable
solution to the problems which may arise affecting the terms and conditions of employment under

GRIEVANCE PROCEDURE

ARTICLE 4

Constitution or Laws of the State of New Jersey, and be restricted to the application of the facts

2. The arbitrator shall be bound by the provisions of this Agreement and the

arbitration hearing, with the proper judicial or administrative agency.

preclude either party from raising the question of jurisdiction, either prior to subsequent to the

whether he has jurisdiction to hear and decide the matter in dispute. However, this does not

E. 1. The parties may direct the arbitrator to decide, as a preliminary question, if raised,

but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

arbitrator shall be borne equally by the City and the Association. Any other expenses, including

regulations of the Public Employment Relations Commission. The costs for the services of the

the Association shall have the right to submit the dispute to arbitration pursuant to the rules and

4. Step Four. If the grievance is not settled through Steps One, Two and Three,

submission.

representative shall respond, in writing, to the grievance within fifteen (15) calendar days of the

previous correspondence relating to the matter in dispute. The City Commission or its designated

representative within five (5) calendar days thereafter. This presentation shall include copies of all

Police, such appeal shall be presented in writing to the City Commission or its designated

3. Step Three. If the Association wishes to appeal the decision of the Chief of

answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

remedy requested by the grievant. The Chief of Police or his designated representative will

summary of the preceding oral discussion, the applicable Section of the contract violated, and the

designated representative. The written grievance at this Step shall contain the relevant facts and a

grievance in writing within five (5) calendar days thereafter to the Chief of Police or his

presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Mayor, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay. Any steward or officer of the Association employed by the City and required in the grievance procedure to settle disputes on any arbitration, shall be released from work without loss of pay for such purposes, and any witnesses employed by the City, reasonably required, shall be made available during working hours without loss of pay for purpose of disposing any grievance or arbitration matter.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the Grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

- A. The City and the Association agree that there shall be no discrimination against any Police Officer because of race, creed, color, religion, sex, national origin or political affiliation.
- B. The City and the Association agree that the Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the Association against any Officer because of the Officer's membership or non-membership or activity or non-activity in the Association.

NON-DISCRIMINATION

ARTICLE 5

- A. The City agrees to grant time off without loss of regular straight time pay to the following elected representatives of the Association, President, Vice-President, State Delegate and recording Secretary to attend regularly scheduled meetings of the local Association. In the event any aforementioned officers of the Association are not working at the time of the meeting, but other duly elected officers of the Association are working, the other officers may be granted time off without loss of regular straight time pay to attend the meeting provided minimum manpower standards remain on duty. The Association shall designate and notify the City immediately upon election or appointment who those representatives shall be.
- B. In order to receive the time off specified in Section A, it is understood that the representative must give seventy-two (72) hours notice to the Chief of Police, except in emergent circumstances.
- C. The State Delegate (or appointed alternate) of the Association shall be granted leave from duty without loss of regular straight time pay for all regularly scheduled meetings of the State Association when such meetings take place on a day when such officers are scheduled to be on duty, provided the elected officer gives at least seventy-two (72) hours notice to the Chief of Police, or in his absence, his designated representative. The State Delegate or his alternate shall also be granted leave from duty without loss of regular straight time pay to attend any committee meetings regarding official PBA business if such meetings take place when the Delegate is scheduled to be on duty as long as there is sufficient manpower on that shift.
- D. The City and the Association agree to address the use of the current Association office facility in City Hall. The use will be contingent upon the office being used for police activities. Any changes shall be mutually agreed upon by the City and the Association.

ASSOCIATION RIGHTS AND PRIVILEGES

ARTICLE 6

E. The President, State Delegate shall be granted leave during duty without loss of regular straight time pay to attend monthly, as well as, special meetings of the Cape-Atlantic P.B.A. Conference when such meetings take place when such employee is scheduled to be on duty, provided the employee give at least seventy-two (72) hours notice to the Chief or his designated representative and as long as there is sufficient manpower (minimum required) on that shift.

- 1. For the duration of this Agreement, the Association has appointed the President of the Association as the Steward and he shall enjoy all rights and privileges thereto.
- 2. If for any reason the President shall be unable to complete the Stewardship, the Association shall appoint a successor from within the Department.
- 3. The President, or his designee, if scheduled to work, shall be permitted time off from their work shift without loss of pay to attend negotiation sessions and interest arbitration hearings with the City or its representative. The President shall provide seventy-two (72) hours prior notice to the Chief or his designee.
- 4. The President and all authorized Officers of the P.B.A., shall be permitted to attend regularly scheduled meetings of the Association. This section only applies if they are working and only given time off from the employee's regular work assignment for the duration of the meeting. The officers will only be called back from the meeting to duty if the remaining Officers on the street cannot cover the problem without them (manpower wise). With the exception for emergency meetings, the officers of the P.B.A. will provide seventy-two hours prior notice to the Shift Commander affected by that time period.

A. Stewards.

EMPLOYEE REPRESENTATIVE

ARTICLE 7

- A. The Association shall have the use of the bulletin board located in the Police Department headquarters for the posting or notices relating to meetings and official business of the Association only.
- B. Only material authorized by the signature of the Association President, steward or alternate shall be permitted to be posted on said bulletin board. The City may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

BULLETIN BOARDS

ARTICLE 8

ARTICLE 9

MANAGEMENT RIGHTS

A. Ventnor City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees.

2. To hire all employees, and subject to the provisions of law, to determine their qualifications or assignment, and to promote and transfer employees.

3. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

4. Nothing herein contained shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national or state laws or regulations.

A. The present working hours shall be continued in effect for all members of the Police Department of the City of Ventnor City, which is a forty (40) hour per week.

HOURS OF WORK

ARTICLE 10

ARTICLE II

SALARIES

A. Effective January 1, 1995, the annual base salary to be paid to bargaining unit members

shall be as follows:

PATROLMAN

(Prior 1/1/95)

Base Salary

Temp. & 1st year of service \$ 25,669

Starting 2nd year of service 32,117

Starting 3rd year of service 34,549

Starting 4th year of service 38,989

Starting 5th year of service 43,429

PATROLMAN (Assign. Detective)

45,775

45,775

SERGEANT

45,775

45,775

SERGEANT (Assign. Detective)

48,338

48,338

LIEUTENANT

48,338

48,338

LIEUTENANT (Assign. Detective)

51,142

51,142

CAPTAIN

51,142

51,142

B. Effective January 1, 1996, the annual base salary to be paid to bargaining unit members

shall be as follows:

PATROLMAN

(Prior 1/1/95)

Base Salary

Temp. & 1st year of service \$ 25,669

\$ 25,669

\$ 25,669

Starting 2nd year of service 33,402

33,402

30,543

Starting 3rd year of service 45,167

45,167

35,418

Starting 4th year of service 40,292

40,292

D. Salary levels and seniority shall be based upon the date of employment.

	Base Salary	(Prior 1/1/95)
Temp. & 1st year of service	\$ 25,669	\$ 25,669
Starting 2nd year of service	30,995	34,738
Starting 3rd year of service	36,321	46,973
Starting 4th year of service	41,647	
Starting 5th year of service	46,973	
PATROLMAN (Assign. Detective)	49,979	49,979
SERGEANT	49,979	49,979
SERGEANT (Assign. Detective)	53,278	53,278
LIEUTENANT	53,278	53,278
LIEUTENANT (Assign. Detective)	56,901	56,901
CAPTAIN	56,901	56,901

shall be as follows:

C. Effective January 1, 1997, the annual base salary to be paid to bargaining unit members

Starting 5th year of service	45,167	47,831
PATROLMAN (Assign. Detective)	47,831	47,831
SERGEANT	47,831	47,831
SERGEANT (Assign. Detective)	50,749	50,749
LIEUTENANT	50,749	50,749
LIEUTENANT (Assign. Detective)	53,946	53,946
CAPTAIN	53,946	53,946

E. Any employee assuming the duties of a higher paid position shall be compensated at the rate of pay of that higher position after having worked thirty (30) consecutive days in that position.

the City.

D. Longevity pay shall be computed from the anniversary date of the Officer's appointment by

Agreement, the basic pay of any Officer shall include his base plus his longevity.

C. In computing overtime pay and vacation pay and any other pay rates set forth in the

with, and in addition to, the employee's base salary.

B. The aforesaid longevity payments shall be made in equal bi-weekly installments, together

Twenty-ninth (29th) year of service.....	Twelve Percent	(12%)
Twenty-fourth (24th) year of service.....	Ten Percent	(10%)
Twentieth (20th) year of service.....	Eight Percent	(8%)
Fifteenth (15th) year of service.....	Six Percent	(6%)
Tenth (10th) year of service.....	Four Percent	(4%)
Fifth (5th) year of service.....	Two Percent	(2%)

Beginning an Employees: Longevity Payment:

Police Department as fixed and determined by the following schedule:

base salary the additional compensation based upon the length of his service in the Ventnor City

A. Each Officer listed in Article XII shall be paid in addition and together with his annual

LONGEVITY

ARTICLE 12

ARTICLE 13

OVERTIME

A. Overtime shall consist of all hours worked in excess of forty (40) hours in a week, inclusive of all approved leaves.

B. All employees covered by this Agreement shall, in addition to their salary, be paid time

and one-half (1 1/2) at their hourly rate of pay, computed on the basis of a forty (40) hour week. The employee shall have the option of receiving a payment for his overtime or in the alternative, compensatory time off. In the event the employee determines to receive payment, then all

overtime payments shall be paid in the employee's regular pay check.

C. If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours

compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal shift. The City shall have the right to retain the employee on duty for the minimum time

period.

Recall to duty is defined as:

1. Any time an employee is called into work other than his/her regularly scheduled

work hours.

2. Any time an employee is required to be in any court.

3. Any time an employee is called into work to attend meetings with any police

official.

4. Any time an employee is called into work regarding any investigation or inquiry.

D. Overtime for regularly scheduled shifts and details will be offered to regular full-

time Police Officers of the Department first. This overtime shall be offered on a rotating basis

based upon seniority. There may be certain situations in which the Department, because of

special skills, rank or other attributes of a particular officer, determines when it is in the best

interest of the City to assign a particular officer overtime. The purpose of this clause is to

equalize overtime among employees and shall not be defeated by the City's selection of special

persons for special details as set forth herein. Such overtime will be offered to persons other than

regular full-time Police Officers only if it has first been refused by such.

H. 1. Employees shall be entitled to seven (7) calendar days notice for changes in

regularly scheduled days off, shifts, approved vacation days and personal days which are

scheduled contiguously with vacation leave, without additional compensation. Any employee

required to work on a regularly scheduled days off without said seven (7) days notice shall be

compensated at the overtime rate. Employees receiving said notice shall not receive any additional

compensation with the exceptions of the current policy involving Firearms Range Training and

weekly In-Service Training.

2. Each relief shall have at all times a relief supervisor, i.e. a sergeant or lieutenant, to

insure a proper chain of command.

F. Stand-by Subpoena.

Employees shall receive two (2) hours overtime pay per day for each day required to be

on stand-by status by reason of a stand-by subpoena if an employee is off-duty during any part of

the stand-by hours and required to be on call and near a telephone.

G. At Home Call

In the event the detective in charge or on-call detective is called upon during off duty hours by a shift commander for specific directions concerning the handling of an emergent police matter, that supervisory employee being called shall receive one (1) hour of compensatory time.

Christmas Day	Memorial Day
Thanksgiving Day	Easter Sunday
Veterans Day	Good Friday
Election Day	President's Day
Columbus Day	Lincoln's Birthday
Labor Day	Martin Luther King
July 4th	New Year's Day

HOLIDAYS

holidays enumerated, his is to be paid at the normal rate of pay. shall be calculated at their regular rate of pay. If any employee is scheduled to work on any of the for compensation for the fourteen (14) holidays enumerate below. Each employee's holiday pay one lump sum (check) separate from their regular pay check, to be paid the first pay of December, A. All employees covered by this Agreement shall receive fourteen (14) days straight pay in

HOLIDAYS

ARTICLE 14

ARTICLE 15
VACATIONS

A. 1. An employee (Hired prior to 1/1/95) in his first year of service, shall be entitled to one (1) working day of vacation for each month of service. Thereafter, he shall be entitled to two (2) working days of vacation for every month of service, or as otherwise determined by the schedule in Section B.1.

2. An employee (Hired after to 1/1/95) in his first year of service, shall be entitled to one (1) working day of vacation for each month of service. Thereafter, all vacation days shall be prorated according to the schedule set forth in B.2. of this Article

B. 1. Vacation leave for members (Hired prior to 1/1/95) shall be determined by the following schedule:

Patrolman (after 12 mo. of service)	24 working days
Assigned Detective Bureau	26 working days
Sergeant	26 working days
Detective Sergeant	29 working days
Lieutenant	29 working days
Detective Lieutenant	30 working days
Captain	30 working days

B. 2. Vacation leave for members (Hired after 1/1/95) shall be determined by the following schedule:

Patrolman (after 12 mo. of service)	18 working days
Patrolman (starting 3rd year of service)	20 working days
Patrolman (starting 5th year of service)	24 working days
Assigned Detective Bureau	26 working days
Sergeant	26 working days
Detective Sergeant	29 working days

and approved by December 15.

January vacation requests will be submitted to the Chief between December 1 and December 7

2. Nothing precludes an employee from selecting vacation in January of the next year.

seniority.

the event two (2) or more requests are received at the same time, the requests will be handled by the scheduling of vacations. These requests will be handled on a first come first served basis. In Chief of Police provided sufficient manpower exists regardless of any other regulations regarding the loss of the balance of the vacation days. These floater vacation days shall be approved by the Police no later than January 31st of the next year. Failure to use these vacation days will result in option of holding back no more than 5 vacation days to be used upon approval of the Chief of

subsequent calendar year and granted upon seniority with employees being permitted to have the 1. Vacations shall be bid upon between December 15 and December 31 for the

E. Vacation Scheduling Procedure.

by the City, his vacation entitlement shall be pro-rated on an annual basis.

D. If an employee terminates his employment with the City, or his employment is terminated previously approved vacation days which are canceled.

that event, the member shall receive 1-1/2 (one and one-half) vacation days for each one day of shift, and their previously approved vacation cannot be accommodated in their new shift, then in

event that a member has approved vacation days and subsequently receives a change in their work C. Members shall not be recalled to duty while on vacation, except in emergencies. In the

Lieutenant	29 working days
Detective Lieutenant	30 working days
Captain	30 working days

3. In the event an employee is experiencing a protracted illness at the time of their scheduled vacation, said employee shall have the right to reschedule their vacation to a time that does not conflict to the manpower needs of the department. Also, if said employee is carrying over the next year un-used vacation days, the employee shall only bid those un-used days after the initial vacation bidding on their shift has been completed by all on that shift. Seniority pick does not apply to the carry over days unless two or more members are rebidding carry over days. "Protracted illness" shall be defined as one which causes an employee to be absent from work no less than five (5) days.

4. Nothing herein shall prevent the employee from working overtime while on vacation if the member desires to do so.

A. All employees shall enjoy three (3) personal days per year, to be taken at their option, providing their absence does not interfere with the manpower needs of the Department. Unused personal days in any year may be carried over until April 1 of the following year. In the event these personal days are not used by April 1 on that year, the employee shall lose these days and shall not receive any compensation for the days which are lost.

PERSONAL DAYS

ARTICLE 16

A. Sick leave shall accrue for regular full-time police officers at a rate of one (1) day per month during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter, and shall accumulate from year to year, to be used as needed.

B. 1. Sick leave is hereby defined to mean absence from post or duty by an employee because of accident, illness, exposure to contagious disease, injury, attendance upon a member of the employee's immediate family seriously ill requiring the care and attendance of such employee.

2. The term "immediate family" shall include father, mother, mother-in-law, mother-in-law, grandparents, sister, spouse, child, foster child, brother-in-law and sister-in-law of any employee and any relatives residing in his household.

C. The Chief or his designee may require proof of illness for any of the following reasons:

1. There is reason to believe that an employee is abusing sick leave.

2. The employee has been absent on sick leave for five (5) or more consecutive work days.

3. If the employee has been absent on sick leave for an aggregate period of more than fifteen (15) days in a twelve (12) month period.

D. The Chief or his designee may require an employee to be examined by a physician designated and compensated by the appointing authority as a condition of the employee's return to work.

E. If an Officer is absent from work for reasons that entitle him to sick leave, the Chief of Police or his designated representative shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he is absent, except in case of

SICK LEAVE

ARTICLE 17

emergency or sudden illness.

F. The City shall not require any of its employees covered by this Agreement who may be disabled either through illness or injury as a result of or arising from his respective employment to utilize the sick leave accumulated under this ARTICLE, which procedure is in accordance with the Workmen's Compensation Laws of the State of New Jersey.

G. Borrowing of Sick Leave.

In the event of a medical emergency, an employee shall have the right to request from the Chief to borrow up to ten (10) sick leave days from the following year. Should the request be denied by the Chief, the employee shall have the right to appeal the decision to the City Commission, whose decision shall be final. Should an employee leave the employ of the City prior to the completion of the following year, any pay for borrowed days shall be deducted from his last pay check.

ARTICLE 18

TERMINAL LEAVE

A. Effective January 1, 1995, upon an employee's retirement, death or on honorable

termination of employment, said employee shall be compensated for his accumulated sick leave.

Said employee shall be compensated for his accumulated sick leave computed on his daily rate of

pay at time of retirement and shall receive one (1) day rate of pay for each two (2) days of

accumulated sick leave, up to the following maximum amounts:

Effective January 1, 1995 \$19,000.00

Effective January 1, 1996 \$20,000.00

Effective January 1, 1997 \$21,000.00

- A. In the event of death of an employee's spouse or child, the employee shall be granted time off without loss of pay from the day of death up to a maximum of ten (10) work days.
- B. 1. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed five (5) working days.
- 2. The term "immediate family" shall include father, mother, father-in-law, mother-in-law, grandparents, sister, brother, brother-in-law and sister-in-law of the employee and any relatives residing in his household.
- C. In the event of the death of a grandchild, uncle, aunt, niece, nephew or cousin in the first degree, the employee shall be granted one (1) day funeral leave without loss of pay.
- D. Funeral leave may, at the sole discretion of the Chief of Police, be extended beyond the day(s) specified in Sections A, B and C, above, either without pay or chargeable against the employee's sick leave. Said option of taking the day without pay or chargeable against the employee's sick leave shall be at the discretion of the employee. If over ten (10) working days are requested under this section, it shall be at the discretion of the Chief of Police.
- E. Funeral leave shall not constitute sick leave and shall not be deducted from the employee's annual sick leave or vacation leave, except as provided for in Section D above.

FUNERAL LEAVE

ARTICLE 19

ARTICLE 20
INJURY LEAVE

- A. When an employee covered under this Agreement suffers a work-connected injury or disability, the City shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the City.
- B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the City may reasonably require said employee to present such certificate from time to time.
- C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or by its insurance carrier, then, in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a Judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.
- D. For the purpose of this ARTICLE, injury or illness incurred while the employee is attending a City sanctioned training program, shall be considered in the line of duty.
- E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation Judgment, or if there is an appeal therefrom, the final decision of the last reviewing court.

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

ARTICLE 21

MILITARY LEAVE

A. Military leave shall be granted pursuant to State and Federal Statutes and Regulations.

ARTICLE 22

LEAVE OF ABSENCE WITHOUT PAY

- A. An employee may request a leave of absence without pay for a period not to exceed six (6) months in order to participate in other interests outside of the Department providing that such absence does not conflict with or adversely affect the routine function of the Department.
- B. An employee may apply for such leave by submitting to the City a written request stating the reasons for the leave and the proposed period of time.
- C. Any leave of absence is subject to approval of the City.
- D. Upon returning from such leave, the employee shall return to the position which he left together with all benefits and compensation.

ARTICLE 23

HOSPITALIZATION AND HEALTH INSURANCE

A. Health Insurance.

1. The City agrees to continue to provide at least equal health insurance coverage and

payment as currently in effect for all employees and the dependents of those employees currently

covered by this Agreement and their dependents at the City's expense. Changes specified in

Appendix C, shall be effective January 1, 1996.

2. The City agrees to continue to provide Major Medical Insurance at the City's

expense.

B. Life Insurance.

The City agrees to continue the two thousand dollar (\$2,000.00) life insurance benefits

now in effect at the City's expense.

C. Change in Carriers.

It is agreed that the City has the right to change the carriers of its insurances. It is further

agreed that if a change in carriers or plans is made, the coverages and benefits to the employees

shall be at least equal to those that existed under the previous plan and/or carrier being replaced.

D. Prescription Drug Plan.

The City agrees to provide a deductible prescription card system for each employee and

his/her dependents, effective January 1, 1996. As per the following schedule:

Generic Source \$ 3.00 per prescription

Multi - Brand Name Source \$ 7.00 per prescription

Single Source \$ 3.00 per prescription

Copy of Policy

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The City shall provide false arrest insurance for each employee and such coverage will be in effect at all times. A copy of this policy will be provided to the P.A. upon request.

G. False Arrest Insurance.

The City agrees to provide a minimum Dental Plan, either by reimbursement or mandatory use of participating dentists if such dentist-participation plan exists, for each employee and his/her dependents, as per Appendix B attached hereto. Dental Plan shall include orthodontic coverage for adults and children. Such orthodontic coverage shall be a 50% co-pay program with a lifetime maximum of \$1,500.00 per member of the family.

F. Dental Plan.

Examination	\$35.00
Lenses (per pair, glass or plastic)	
Single Vision	\$20.00
Bifocal	\$30.00
Trifocal	\$40.00
Contacts (cosmetic)	\$50.00
Contacts (medical)	\$200.00
Frames	\$25.00

The City agrees to provide optical services either as set forth on attached Appendix A, or by reimbursement or doctor participation, for each employee and his/her dependent(s) as per the following schedule:
One examination, set of lenses, frames, every 24 months to the following extent:

E. Optical Plan.

H. Continuation of Benefits in Event of Death.

If an employee loses his/her life while performing the duties of law enforcement officer, the City agrees to continue in full force, at City expense, all medical, dental, prescription and optical plans for his/her spouse and/or children until said children reach legal age or his/her spouse remarries. Any child who is a full-time student shall receive coverage to age twenty-two (22).

E. The City agrees to reimburse non-uniform personnel for clothing up to four hundred dollars (\$400.00) per year, with two hundred dollars (\$200.00) payable on June 1 of each year or within thirty (30) days of their appointment, and two hundred dollars (\$200.00) on December 1 or

sole discretion of the Chief of Police.

effects damaged during the performance of duty shall be repaired or replaced by the City at the clothing, he shall have the right to submit the repair costs to the City for reimbursement. Personal

D. If during the performance of their duties, any Officer damages a uniform or civilian longer serviceable.

C. Annually, all Officers shall receive replacements for uniform components that are no cost reduction.

pay for overtime and holiday pay shall be calculated on the original base pay prior to the uniform

salary as indicated for a second year patrolman on the salary guide applicable at that time. Base

equipment. Commencing the Officer's following year of employment, he shall receive the full

first yearly base pay upon employment, an amount equal to the cost of the uniform and

2. The cost will be deducted from any Officer's base pay by reducing the Officer's

1. The Officer shall be provided with a list of items provided and the cost.

expense of the uniform(s) and components as follows:

B. Officers hired on or after January 1, 1992, with the exception of badges, shall incur the

bullet proof vest with line and outer shell.

magazines and case, badge, I.D., name plate,

handcut case, nightstick holder, double

(1) Set of Leather Gear including belt, holster

Model Number 8032 (or equivalent)

within thirty (30) days of their appointment.

- F. All employees shall receive a clothing/maintenance allowance of three hundred dollars (\$300.00) per year, payable in two (2) equal payments on June 1 and December 1 of each year.
- G. The City agrees to provide each employee with a full Class "B" uniform consisting of a ball cap and coveralls, model number 20357 or its equivalent, with rank and patches. These uniforms shall be utilized for inclement weather and extended road details.

wear said riot helmets at all appropriate times as determined by the Chief of Police.
equivalent thereof, for each employee covered by this Agreement. It is agreed that employees will

D. The City agrees to provide a RANGER Riot helmet, Model #940 with optional face shield or
of the employee to reimburse the City for either the repair or the replacement of the radio.

are off-duty, unless in the performance of police duties, it will be the responsibility and obligation
operating portable radio. In the event the employee either damages or loses this radio when they

C. Except in unforeseen circumstances, the City shall provide each on-duty Officer with an
weapon.

will be the responsibility of the employee to continue to provide normal maintenance for said
supplied with a serviceable pistol by the City. Once the pistol is supplied to the employee, then it

B. All employees of the Ventnor City Police Department required to carry a pistol shall be
City.

equipment not in proper working condition shall be repaired or replaced as soon as possible by the
this regard, all equipment shall be maintained by the City in proper working condition. Any

essential in providing and maintaining adequate service to the residents of the City of Ventnor. In
A. The City and the P.B.A. both agree that the safety of the employees and the public are

EQUIPMENT

ARTICLE 25

ARTICLE 26
SCHOOLS

A. All members covered under this Agreement who attend any police school or training

school shall be provided transportation or be reimbursed at the rate of twenty cents (\$.20) per

mile, plus tolls.

B. When the Chief receives notice of the availability of a police school or seminar that the

Chief intends to detail an officer to, the Chief shall post a notice advising all officers of the

availability of said school or seminar. This section does not preclude the assignment of officer(s)

to a school based on current assignment, expertise, or a training need within the department.

C. When the school provides no meal(s) during school hours, meal cost(s) incurred by the

members shall be reimbursed at the following rate(s), subject to the presentation of receipt(s):

A.	Breakfast	\$5.00
B.	Lunch	\$7.00
C.	Dinner	\$10.00

Meal reimbursements shall also be given to range officers engaged in training of any employee

engaged in training or instruction at an approved academy or range.

D. An officer assigned to instruct other police officers in the below listed categories shall be

compensated at the rate listed. An officer shall receive compensation for only one category of

instruction per year. The officer shall receive the highest of the three categories listed. To be

eligible for compensation an officer must actually instruct during the fiscal quarter for category I

or at least once per year for category 2 or 3. This benefit is payable the first pay in December.

Category 1 - Firearms range instructor payable at .5% for each quarter of

instruction

Category 2 - Use of non-deadly force instructor payable at .5% per year of

instruction.

Category 3 - All other specialized police instruction approved by the Chief of

Police payable at .25% per year of instruction.

employees's yearly base salary as specified in ARTICLE 12, Section A, whichever is greater. Such

(same as above) shall be compensated an amount annually equal to \$1,000.00 or 3.31% of the

D. Any employee covered by this Agreement being granted a Bachelor's Degree accredited
I, payment will be prorated to that portion of the year in which the degree was obtained.

such employee the second pay of December. Should said degree not be granted until after March
shall be paid annually in one lump sum (check) separate from his regular pay check, payable to

yearly base salary as specified in ARTICLE 12, Section A, whichever is greater. Such payment
Secondary Schools shall be compensated an amount equal to \$500.00 or 1.66% of the employees's

by the Commissioner of Higher Education of the Middle States Association of Colleges and

C. Any employee covered by this Agreement being granted an Associate's Degree accredited
taken in an institution that qualifies under the foregoing definition.

employees of the Police Department of the City of Ventnor who receive full credit for courses
This credit allowance applies only in retroactive manner and in no way applies prospectively to

credit so received from their appointment date to the Police Department of the City of Ventnor.
allowance shall continue to receive a college allowance in the amount of \$7.50 per year for each

taken following appointment to the Police Department and who are in fact receiving a college

B. Those employees who prior to January 1, 1978, had received credits for academic courses
of said courses.

cost expended for tuition for said courses and their cost incurred for books related to the taking
educational facility that provides either a Bachelor's Degree or an Associate's Degree for their

A. The City hereinafter agrees to reimburse employees who are in attendance at an accredited

COLLEGE INCENTIVE PROGRAM

ARTICLE 27

payment shall be paid annually in one lump sum (check) separate from his regular pay check, payable to such employee the second pay of December.

E. Upon completion of an Associate's or Bachelor's Degree, all books purchased for said course work will become the property of the City for use as resource material within the Police Department for all employees covered by this Agreement and be accessible at all times for said employees.

F. In order to be eligible for the aforementioned educational benefits, it shall be determined by the Chief of Police that the course of study being taken shall have a direct relationship to the employee's position as a Ventnor Police Officer. It is understood and agreed that courses required by an educational facility to complete an eligible degree program shall be deemed eligible courses even if they do not bear a direct relationship to police work as long as said courses are part of an eligible degree program. In the event random courses are taken outside of a degree program, said courses must have a direct relationship to police work. Said courses of study shall include, but not be limited to, criminal justice, psychology, sociology and law enforcement. In the event that the employee does not receive an Associate or Bachelor's Degree within seven (7) years of the commencement of his or her education, the employee shall reimburse the City for the cost of courses not related to police work.

G. Reimbursement for tuition paid by the employee shall be at the prevailing New Jersey State College rate. In the event an employee attends an institute of higher education whose costs exceed the prevailing New Jersey State College rates, they will be reimbursed for that sum only and the additional costs will be borne by the employee.

ARTICLE 28
LEGAL AID

- A. The City shall continue its present false arrest coverage through its existing blanket policy.
- B. The City will provide legal aid to all personnel covered by this Agreement, pursuant to the applicable Statutes of the State of New Jersey. The City agrees to pay for any expungement proceeding regarding a charge brought against a police officer arising out of his status of a police officer which results in the charge being resolved in favor of the police officer.
- C. The City will continue to provide existing insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy, and the invasion of civil rights.
- D. The City agrees to maintain a listing of all insurance coverages in a designated office in City Hall where said list can be seen by all employees upon request.

- A. The City agrees to supply employees with the necessary rounds of ammunition for initial qualification and/or police academy training.
- B. The City agrees to supply necessary rounds of ammunition per employee per year as needed by the employee to practice and regualify in marksmanship, in addition to two hundred (200) personal practice rounds.
- C. The City shall supply all necessary targets to the gun range in the City of Ventnor to permit employees of the Police Department of said City to qualify as required in Section B of this Article.
- D. All rounds shall be factory loaded.

GUN RANGE

ARTICLE 29

A. Every employee covered by this Agreement shall receive a forty-five (45) minute meal period for each shift worked and two (2) fifteen (15) minute breaks for each shift. From Memorial Day through Labor Day of each year, each employee shall receive a sixty (60) minute meal period for each shift worked and two (2) fifteen (15) minute breaks for each shift.

MEAL PERIOD/BREAKS

ARTICLE 30

- A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, providing same does not conflict with his responsibilities as a Police Officer.
- B. No Police Officer planning to or engaging in outside employment during the off-duty hours shall be permitted to wear the regulation City uniform.

OUTSIDE EMPLOYMENT

ARTICLE 31

ARTICLE 33

PERSONNEL FILES

A. 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 Chief of Police, Mayor and/or Governing Body.

B. Upon advance notice and at reasonable times, any employee 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.

C. Whenever a written complaint concerning an employee 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 the rebuttal in his file. If there has been a formal hearing where both parties were represented and an official transcript was prepared, then said transcript will suffice. Upon receipt of the copy of the complaint, the employee shall initial the personnel file copy. Initialing of the complaint serves only as acknowledgment of receipt of a copy of the complaint and does not indicate admission of any portion of the complaint. When the employee is given a copy of the complaint, the identity of the complainant shall be excised. However, if any disciplinary action is taken based upon any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

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

A. The Association agrees not to engage in any strike or participate in any stoppage or cessation of work in any form or for any cause, nor will the Association in any manner coerce, order, participate in, or condone any strike or other work stoppage.

MUTUAL COOPERATION PLEDGE

ARTICLE 34

representative.

elect not to become members of the Association and transmit the fee to the majority

F. The City agrees to deduct the fair share fee from the earnings of those employees who

deductions in accordance with N.J.S.A. 52:14-15e, as amended.

withdrawal with the City Clerk. The filing of notice of withdrawal shall be effective to halt

E. Any such written authorization may be withdrawn at any time by filing a notice of

the City Clerk.

Association will secure the signatures of its members on the forms and deliver the signed forms to

D. The Association will provide the necessary "check-off authorization" form and the

deduction.

of the Association and signed by the President of the Association advising of such changed

showing the authorized deduction for each employee, or an official notification on the letterhead

date of such change and shall furnish to the City either new authorizations from its members

dues, the Association shall furnish the City written notice thirty (30) days prior to the effective

C. If during the life of this Agreement there shall be any change in the rate of membership

card with the City.

by the Association and verified by the City Treasurer during the month following the filing of such

B. A check-off shall commence for each employee who signs an authorization card, supplied

52:14-15.9e, as amended.

dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.)

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement,

DUES DEDUCTION AND AGENCY SHOP

ARTICLE 35

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) of the regular membership due, fees and assessments. I. The sum representing the fair share shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1 and July 31 of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City nor require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

6. In cases other than departmental investigations, if a member of the force is under arrest or if he is suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

7. Nothing contained herein shall be construed to deprive the Department or its Officer of the ability to conduct the routine and daily operations of the Department.

8. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two following circumstances exist:

(1) Where the

employer has individual reasonable suspicion and 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 Police Department. In such event, the employees will receive at least four (4)

weeks advance written notice of such testing. The notice shall also include the name of the test(s)

being administered, the reasons therefore, what the tests will determine, and the laboratory which

will process the test. Results of all tests will remain confidential. Should any problem or question

arise concerning the results of an individual's test, such employee shall receive a copy of the lab

report.

- A. Except as otherwise provided herein, all rights, privileges and benefits which Officers have heretofore enjoyed and are presently enjoying shall be maintained and continued by the City during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.
- B. The provisions of all Municipal Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect during the terms of this Agreement and shall be incorporated in this Agreement as if set forth herein length.

RETENTION OF BENEFITS

ARTICLE 37

A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in any event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in which offending language may appear.

SAVINGS CLAUSE

ARTICLE 38

FILE: PBA

James J. ...
ATTEST:

...
ATTEST:

...

...
...
...
...

FOR THE CITY OF VENTNOR CITY

FOR THE VENTNOR CITY PBA

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Ventnor City, New Jersey, on this 29th day of January, 1996.

A. This Agreement shall be in full force and effect as of January 1, 1995, and shall remain in effect to and including December 31, 1997, without any re-opening date. This Agreement shall continue in full force and effect from year to year thereafter until one party or the other gives notice, in writing, no sooner than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

DURATION OF AGREEMENT

ARTICLE 39

The City agrees to provide Optical services as set forth in the Outlook Discount Vision Plan. To enroll in this plan, employees and their dependents may purchase a one (1) year enrollment card at the cost of sixteen dollars (\$16.00). This cost shall be paid by the City of Ventnor City. All employees will be provided a booklet setting forth in detail the benefits and features of this plan which includes, but is not limited to, discount purchases for both the employee and their dependents on contact lenses and an additional discount program for mail order purchases.

OPTICAL PLAN

APPENDIX A

APPENDIX B

DENTAL BENEFITS

Most of the common recurring dental services are provided at no charge to covered members, and their spouse and dependent children. Additional dental services are available at moderate surcharges. A complete list of dental services provided under the Plan and the cost, if any, is shown below.

DIAGNOSTIC

Examinations

Initial oral examination
Periodic oral examination

NO CHARGE
NO CHARGE

Radiography (x-rays)

Complete intra-oral periapical series
Panorex
Periapical - individual films
Bitewing-series
Bitewing-single film

NO CHARGE
NO CHARGE
NO CHARGE
NO CHARGE
NO CHARGE

Miscellaneous

Study models
Treatment planning
Consultation

NO CHARGE
NO CHARGE
NO CHARGE

PREVENTIVE

Dental Prophylaxis (cleaning, sealing and polishing of exposed surfaces of teeth)

Dental prophylaxis, adult
Dental prophylaxis, children

NO CHARGE
NO CHARGE

Fluoride Treatments

Fluoride treatment, topical application
of fluoride, one treatment

NO CHARGE

Space Maintainers

Space maintainer, fixed, band type \$ 15.00
 Space maintainer, fixed, lingual or palatal arch band type \$ 20.00

Miscellaneous

Dental health education NO CHARGE
 Visual aide NO CHARGE
 Oral hygiene instructions NO CHARGE

RESTORATIVE

Amalgam Restorations (including polishing)

Deciduous (primary) teeth
 One surface NO CHARGE
 Two surfaces NO CHARGE
 Three surfaces NO CHARGE
 Four surfaces NO CHARGE
 Permanent teeth
 One surface NO CHARGE
 Two surfaces NO CHARGE
 Three surfaces NO CHARGE
 Four surfaces NO CHARGE
 Pin reinforced \$ 12.00

Silicate Restoration (anterior only)

Silicate cement, per restoration NO CHARGE

Acrylic, Plastic or Composite Restorations

Restoration, acrylic or plastic NO CHARGE
 Restoration, acrylic or plastic (involving incisal angle) NO CHARGE
 Restoration, composite (involving restoration NO CHARGE
 Restoration, composite (involving incisal angle) NO CHARGE
 Restoration, composite (w/pins) \$ 13.00

PERIODONTICS

Non-Surgical Services

Gingival curettage (per quadrant) \$ 5.00
 Periodontal scaling and root planing (per treatment) \$ 5.00

PROSTHODONTICS - REMOVABLE

Complete Dentures

Complete upper denture (inc. adjustments) \$115.00
 Complete lower denture (inc. adjustments) \$115.00
 Immediate complete upper denture (inc. adjustments) \$115.00
 Immediate complete lower denture (inc. adjustments) \$115.00

Partial Dentures

Partial upper or lower, w/two clasps w/rests, acrylic, inc. adjustments \$130.00
 Partial lower, w/lingual bar & two clasps, acrylic base, inc. adjustments \$130.00
 Partial lower, w/lingual bar & two clasps, cast base, inc. adjustments \$135.00
 Partial upper, w/palatal bar & two clasps, acrylic base, inc. adjustments \$130.00
 Partial upper, w/palatal bar & two clasps, cast base, inc. adjustments \$135.00

Adjustments to Dentures

Adjustment to denture, complete denture NO CHARGE
 Adjustment to denture, partial denture NO CHARGE

Repairs to Dentures

Repair broken complete or partial denture, no teeth damaged \$ 6.00
 Repair broken complete or partial denture, and replace one broken tooth \$ 9.00
 Replace additional teeth, each tooth \$ 3.00
 other repairs \$ 9.00

NO CHARGE

\$ 20.00	* Anterior - for each posterior crown add
\$ 25.00	Post for crown, clinical - additional per crown
\$ 80.00	Post for crown, cast - additional per crown
\$ 100.00	Crown, full cast*
\$ 90.00	Crown, porcelain fused to metal*
\$ 90.00	Crown, plastic processed to metal*

Crowns

\$ 40.00	Abutment, onlay
\$ 40.00	Abutment, three or more surfaces, inlay
\$ 40.00	Abutment, two surfaces, inlay

Abutments

\$ 120.00	Bridge pontic, cast metal
\$ 130.00	Bridge pontic, porcelain fused to metal
\$ 90.00	Bridge pontic, plastic processed to metal
\$ 190.00	Maryland Bridge

Bridge Pontics

For fixed bridges -- each abutment and each pontic constitutes a unit in a bridge.

PROSTHODONTICS - FIXED

\$ 6.00	Reattaching damaged clasp on denture
\$ 12.00	Replacing broken clasp with new clasp on denture
\$ 15.00	Denture Duplication and Relining
\$ 15.00	Relining, upper or lower, complete denture (office relining)
\$ 15.00	Relining, upper or lower, partial denture (office relining)
\$ 30.00	Relining, upper or lower, complete denture (laboratory)
\$ 30.00	Relining, upper or lower, partial denture (laboratory)
\$ 30.00	denture (laboratory)

** Extractions resulting from the recommendation of the attending dentist with the consent of the patient will result in NO CHARGE for the service rendered. Extractions resulting from the "demand of the patient" with the signed consent for such extractions will result in a SURCHARGE as listed in the Plan for each tooth extracted.

Prosthetic devices requiring gold, or patient request for use of gold, will vary in cost based upon the current price of gold. All additional services may be arranged for at the level of prevailing fees.

NO CHARGE

Relief of pain

Emergency Dental Visits

MISCELLANEOUS

Simple extraction, single tooth, permanent NO CHARGE
 Simple extraction, single tooth, deciduous NO CHARGE
 Complex extraction, single tooth, permanent \$ 25.00

Non-Surgical Extractions
 Includes local anesthesia & routine postoperative care

EXTRACTIONS **

NO CHARGE

Recement bridge

Other Services

APPENDIX C

HEALTH BENEFITS

A. Pre-Certification and CPR non-compliance. Penalty for non pre-certification \$ 250.00.

B. Medical Deduction:	From	To
Single coverage	\$ 100.00	\$ 200.00
Family coverage	\$ 200.00	\$ 400.00

C. Well Baby Care

Benefits are payable for pediatric visits for general and preventative medical care, including immunizations for eligible dependent children up to six (6) years of age. Not to exceed four(4) visits per child annually, ten (10) per child lifetime.

D. Physical Examination

- 1.) Comprehensive history and physical examination.
- 2.) Electrocardiogram (EKG) to detect heart abnormalities.
- 3.) Complete blood chemistry laboratory profile to include:
 - a. Complete blood count - to detect anemia and blood disorders.
 - b. Blood sugar - to detect diabetes.
 - c. Serology - to detect syphilis.
 - d. Liver function testing - (SGOT,SGPT, alkaline phosphatase, albumin, globulin, CDH, A/G ratio, total protein, bilirubin).
 - e. Renal function testing - to detect kidney disorders (BUN and creatine, urinalysis).
 - f. Uric acid - to detect gout.
 - g. Electrolytes - to detect levels of potassium and sodium (Na, K+, chloride).
 - h. Thyroid function tests - (T3,T4,T7) - to detect metabolism.

Limited to employee only and one per calendar year (annual).

Individual counseling is available for stress management, nutrition and proper diets, high blood pressure, exercise, prescriptions and stop smoking programs, if requested by the patient, or otherwise indicated.

- I. Lipid Profile - including cholesterol, triglycerides, HDL and LDL levels of blood fats to detect the risk of atherosclerosis and pre-mature heart disease.
- 4.) PA and lateral chest x-ray - to detect lung disorders and emphysema.
- 5.) Complete pulmonary (lung) function testing - to detect emphysema, asthma, and other lung/breathing disorders.
- 6.) Rectal/hemocult examination - to detect early rectal/colon cancer.
- 7.) Visual acuity testing - to detect eye and vision disorders
- 8.) Audiometry and tympanometry - to detect early hearing loss and ear disorders.