

Contract # 357

OFFICE OF
DIRECTOR OF LABOR RELATIONS

NEW

ROBERTS UNIVERSITY

A G R E E M E N T

between the

NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION - LOCAL #97

and the

Ventnor City
CITY OF VENTNOR, NEW JERSEY

X January 1, 1989 through December 31, 1991

SCHAFFER, PLOTKIN & WALDMAN
A Professional Labor Relations Corp.
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TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	Agreement and Recognition.....	4
II	Purpose.....	5
III	Negotiations Procedure.....	6
IV	Grievance Procedure.....	7
V	Non-Discrimination.....	12
VI	Association Rights and Privileges.....	13
VII	Employee Representative.....	15
VIII	Bulletin Board.....	16
VIX	Management Rights.....	17
X	Hours of Work.....	18
XI	Salaries.....	19
XII	Longevity.....	20
XIII	Overtime.....	21
XIV	Holidays.....	23
XV	Vacations.....	24
XVI	Personal Days.....	26
XVII	Sick Leave.....	27
XVIII	Terminal Leave.....	30
XIX	Funeral Leave.....	31
XX	Injury Leave.....	33
XXI	Military Leave.....	35
XXII	Leave of Absence Without Pay.....	36
XXIII	Hospitalization and Health Insurances....	37

1	XXIV	Uniforms.....	40
2	XXV	Equipment.....	44
3	XXVI	Schools.....	45
4	XXVII	College Incentive Program.....	46
5	XXVIII	Legal Aid.....	48
6	XXVIX	Gun Range.....	49
7	XXX	K-9's.....	50
8	XXXI	Meal Period/Breaks.....	51
9	XXXII	Outside Employment.....	52
10	XXXIII	Ceremonial Activities.....	53
11	XXXIV	Personnel Files.....	54
12	XXXV	Mutual Cooperation Pledge.....	56
13	XXXVI	Dues Deductions and Agency Shop.....	57
14	XXXVII	Investigation of Police Officers.....	61
15	XXXVIII	Retention of Benefits.....	64
16	XXXIX	Savings Clause.....	65
17	XXXX	Duration of Agreement.....	66
18		Appendix A - Dental Benefits.....	67

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ARTICLE I
AGREEMENT AND RECOGNITION

THIS AGREEMENT entered into this 15th day of June, 1989, by and between VENTNOR CITY, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #97, duly appointed representative of the Police Department of Ventnor City, hereinafter called the "Association".

A. Majority Representative:

1. The City hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all full-time Patrolmen, Sergeants, Detectives, Lieutenants and Captains employed in the Ventnor City Police Department, but excluding all other personnel employed in the Ventnor City Police Department and all other City employees.

2. The title "Policemen", "Police Officer", or "employee" shall be used interchangeably and shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned to plain clothes.

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ARTICLE II

PURPOSE

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.

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ARTICLE IV
GRIEVANCE PROCEDURE

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 this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

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 which violates any right arising from his or their employment.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One: The aggrieved or the Association shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the

1 aggrieved and his shop steward through the chain of command
2 for the purpose of resolving the matter informally. Such a
3 progression through the chain of command shall not exceed
4 ten (10) days. Failure to act within said five (5) calendar
5 days provided to initiate the grievance shall be deemed to
6 constitute an abandonment of the grievance.

7
8 **2. Step Two:** If no agreement can be reached orally within
9 five (5) calendar days of the initial discussion with the
10 Chief of Police, the employee or the Association may present
11 the grievance in writing within five (5) calendar days
12 thereafter to the Chief of Police or his designated
13 representative. The written grievance at this Step shall
14 contain the relevant facts and a summary of the preceding
15 oral discussion, the applicable Section of the contract
16 violated, and the remedy requested by the grievant. The
17 Chief of Police or his designated representative will answer
18 the grievance in writing within ten (10) calendar days of
19 receipt of the written grievance.

20 **3. Step Three:** If the Association wishes to appeal the
21 decision of the Chief of Police, such appeal shall be
22 presented in writing to the City Commission or its
23 designated representative within five (5) calendar days
24 thereafter. This presentation shall include copies of all
25 previous correspondence relating to the matter in dispute.
26 The City Commission or its designated representative shall

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1 Agreement or any amendment or supplement thereto. The
2 decision of the arbitrator shall be final and binding.

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

17 G. The time limits expressed herein shall be strictly
18 adhered to. If any grievance has not been initiated within
19 the time limits specified, then the grievance shall be
20 deemed to have been abandoned. If any grievance is not
21 processed to the next succeeding Step in the Grievance
22 procedure within the time limits prescribed thereunder, then
23 the disposition of the grievance at the last preceding Step
24 shall be deemed to be conclusive. If a decision is not
25 rendered within the time limits prescribed for decision at
26 any Step in the grievance procedure, then the grievance
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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.

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ARTICLE V
NON-DISCRIMINATION

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.

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ARTICLE VI
ASSOCIATION RIGHTS AND PRIVILEGES

A. The City agrees to grant time off without loss of regular straight time pay to the elected representatives of the Association to attend regularly scheduled meetings of the local Association. 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

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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 agrees to allow the Association to continue to
use the current Association office facility in City Hall.

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ARTICLE VII
EMPLOYEE REPRESENTATIVE

A. Stewards

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 shall be permitted time off from his regular schedule to attend negotiating sessions and regularly scheduled meetings of the Association, provided seventy-two (72) hours prior notice is given to the shift commander.

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ARTICLE VIII

BULLETIN BOARDS

A. The Association shall have the use of the bulletin board located in the Police Department Headquarters for the posting of 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.

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ARTICLE VIX
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.

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ARTICLE X
HOURS OF WORK

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 work week.

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4 **ARTICLE XI**

5 **SALARIES**

6 A. Commencing January 1 and ending December 31, the annual
7 base salaries to be paid the following employees of the City
8 shall be as follows:

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<u>PATROLMAN</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
Temp. & 1st yr of service	\$17,850	\$19,010	\$20,531
Starting 2nd year of service	22,334	23,785	25,688
Starting 3rd year of service	30,199	32,162	34,735
PATROLMAN (Assign. Detective)	\$31,658	\$33,715	\$36,412
SERGEANT	\$31,658	\$33,715	\$36,412
SERGEANT (Assign. Detective)	\$33,263	\$35,425	\$38,259
LIEUTENANT	\$33,263	\$35,425	\$38,259
LIEUTENANT (Assign. Detective)	\$35,014	\$37,903	\$40,274
CAPTAIN	\$35,014	\$37,903	\$40,274

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20 B. Salary Levels and seniority shall be based upon the date
21 of employment.

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

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ARTICLE XII

LONGEVITY

A. Each Officer listed in ARTICLE XII shall be paid in addition and together with his annual base salary the additional compensation based upon the length of his service in the Ventnor City Police Department as fixed and determined by the following schedule:

<u>Beginning an Employee:</u>	<u>Longevity Payment:</u>
Fifth (5th) year of service.....	Two percent (2%)
Tenth (10th) year of service.....	Four percent (4%)
Fifteenth (15th) year of service.....	Six percent (6%)
Twentieth (20th) year of service.....	Eight percent (8%)
Twenty-fourth (24th) year of service.....	Ten percent (10%)
Twenty-ninth (29th) year of service.....	Twelve percent (12%)

B. The aforesaid longevity payments shall be made in equal bi-weekly installments, together with, and in addition to, the employee's base salary.

C. In computing overtime pay and vacation pay and any other pay rates set forth in the Agreement, the basic pay of any Officer shall include his base plus his longevity.

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

1 attributes of a particular officer, determines when it is in
2 the best interest of the City to assign a particular officer
3 overtime. The purpose of this clause is to equalize overtime
4 among employees and shall not be defeated by the City's
5 selection of special persons for special details as set
6 forth herein. Such overtime will be offered to persons other
7 than regular full-time Police Officers only if it has first
8 been refused by such.

9
10 E. Employees shall be entitled to seven (7) calendar days
11 notice for changes in regularly scheduled days off, shifts,
12 approved vacation days and personal days which are scheduled
13 contiguously with vacation leave. Any employee required to
14 work on a regularly scheduled day off without said seven (7)
15 days notice shall be compensated at the overtime rate.

16 F. Stand-by Subpoena

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18 Employees shall receive two (2) hours overtime pay per
19 day for each day required to be on stand-by status by reason
20 of a stand-by subpoena if an employee is off-duty during any
21 part of the stand-by hours and required to be on call and be
22 near a telephone.

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ARTICLE XIV

HOLIDAYS

A. All employees covered by this Agreement shall receive twelve (12) days straight pay in one lump sum (check) separate from their regular pay check, to be paid the first pay of December, for compensation for the twelve (12) holidays enumerated below. Each employee's holiday pay shall be calculated at their regular rate of pay. If any employee is scheduled to work on any of the holidays enumerated, he is to be paid at the normal rate of pay.

HOLIDAYS

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

B. Effective January 1, 1990, the number of holidays for which an employee is entitled to compensation as stated in Section A, shall be increased to fourteen (14), with the additional holidays being Veteran's Day and Lincoln's Birthday.

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ARTICLE XV
VACATIONS

A. An employee 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.

B. Vacation leave for members shall be determined by the following schedule:

Patrolman (after 12 months 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

C. Members shall not be recalled to duty while on vacation, except in emergencies.

D. If an employee terminates his employment with the City, or his employment is terminated by the City, his vacation entitlement shall be pro-rated on an annual basis.

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E. Vacation Scheduling Procedure

Vacations shall be bid upon between January 6 and January 31 of each calendar year and shall be granted based upon seniority. Each employee shall be provided with a written approval stating his vacation schedule no later than February 29.

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ARTICLE XVI
PERSONAL DAYS

A. All employees shall enjoy two (2) personal days per year, to be taken at their option, providing their absence does not interfere with the manpower needs of the Department.

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ARTICLE XVII

SICK LEAVE

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, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, foster child, brother-in-law and sister-in-law of any employee and any relatives residing in his household.

C. An appointing authority 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.

1 3. The employee has been absent on sick leave for
2 an aggregate of more than fifteen (15) days in a
3 twelve (12) month period.
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5 D. An appointing authority may require an employee to be
6 examined by a physician designated and compensated by the
7 appointing authority as a condition of the employee's return
8 to work.

9 E. If an Officer is absent from work for reasons that
10 entitle him to sick leave, the Chief of Police or his
11 designated representative shall be notified as early as
12 possible, but no later than two (2) hours prior to the start
13 of the scheduled work shift from which he is absent, except
14 in case of emergency or sudden illness.
15

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

22 G. Borrowing of Sick Leave
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24 In the event of a medical emergency, an employee shall
25 have the right to request from the Chief to borrow up to ten
26 (10) sick leave days from the following year. Should the
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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.

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ARTICLE XVIII
TERMINAL LEAVE

A. Effective January 1, 1989, upon an employee's retirement, death or on honorable termination of employment, said employee shall utilize one of the two (2) options below to be compensated for his accumulated sick leave.

1. Option One - Said employee shall be compensated for his sick accumulated sick leave computed on his daily rate of pay at time of retirement and shall receive one (1) day's rate of pay for each two (2) days of accumulated sick leave, up to the following maximum amounts:

- Effective January 1, 1989.....\$13,000.00
- Effective January 1, 1990.....\$14,000.00
- Effective January 1, 1991.....\$15,000.00

2. Option Two - Said employee shall receive a paid leave of absence to be used immediately prior to his effective date of separation for the number of workdays equal to one-half (1/2) the employee's total accumulated sick leave (one day leave for every two days of accumulated sick leave). If an employee selects to utilize this option, he shall provide the City with notice of such intent no later than three (3) months prior to the beginning of said leave.

ARTICLE XIX
FUNERAL LEAVE

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3 A. In the event of death of an employee's spouse or child,
4 the employee shall be granted time off without loss of pay
5 from the day of death up to a maximum of seven (7) work
6 days.

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8 B. 1. In the event of death in the employee's immediate
9 family, the employee shall be granted time off without loss
10 of pay from the day of death up to and including the day of
11 the funeral, but in no event to exceed four (4) working
12 days.

13 2. The term "immediate family" shall include father,
14 mother, father-in-law, mother-in-law, grandparents, sister,
15 brother, brother-in-law and sister-in-law of the employee
16 and any relatives residing in his household.

17
18 C. In the event of the death of a grandchild, uncle, aunt,
19 niece, nephew, or cousin in the first degree, the employee
20 shall be granted one (1) day funeral leave without loss of
21 pay.

22 D. Funeral leave may, at the sole discretion of the Chief of
23 Police, be extended beyond the day(s) specified in Sections
24 A, B and C above, either without pay or chargeable against
25 the employee's sick leave. Said option of taking the day
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without pay or chargeable against the employee's sick leave shall be at the discretion of the employee.

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.

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ARTICLE XX
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, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a Judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

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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.

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ARTICLE XXI
MILITARY LEAVE

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

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ARTICLE XXII

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 the 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.

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ARTICLE XXIII
HOSPITALIZATION AND HEALTH INSURANCES

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

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

3. Although the health insurance plan(s) shall provide for full family coverage at a minimum as the plan(s) in effect prior to this Agreement, the City shall not be restricted to that/those plan(s).

B. Life Insurance

The City agrees to continue the life insurance policy now in effect at the City's expense. The PBA shall receive a copy of said policy upon request.

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

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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 three dollar (\$3.00) deductible Prescription card system for each employee and his/her dependents.

E. Optical Plan

The City agrees to provide optical services, either 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:

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

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F. Dental Plan

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 A attached hereto. Effective January 1, 1989, such Dental Plan shall be upgraded to include orthodontic coverage for adults and children. Such orthodontic coverage shall be a 50% co-pay program with a lifetime maximum of \$1500.00 per member of the family.

G. False Arrest Insurance

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

H. Health Insurance Contribution for Retirees

Effective January 1, 1990, the City agrees to reimburse each retired employee with at least twenty-five (25) years of service, one hundred dollars (\$100.00) per year of the employee's cost for health insurances. Such reimbursement shall be made in one lump sum payment to each retiree on or before February 1 of each year.

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1. Continuation of Benefits in Event of Death

If an employee loses his/her life while performing the duties of a 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).

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ARTICLE XXIV

UNIFORMS

A. Except upon initial employment on or after January 1, 1986, each employee shall be furnished with the following uniform components:

1. Winter Uniform

- (1) Winter Outer Jacket
- (1) Winter Hat with Peak
- (1) Winter Hat (Hunter Style)
- (2) Pair of Winter Weight Pants
- (4) Long Sleeve Shirts
- (2) Ties

2. Summer Uniform

- (1) Summer Hat
- (4) Short Sleeve Shirts
- (2) Pair Summer Weight Pants
- (1) Lightweight Jacket

3. Miscellaneous

- (1) Rain Coat
- (1) Rain Hat Cover
- (1) Pair Rubber Boots

1 (1) Pair Shoes

2 (1) Set of Leather Gear Including belt, holster,
3 handcuff case, nightstick holder, double
4 magazines and case, badge, I.D. name plate,
5 bullet proof vest with liner and outer shell
6

7 B. Officers hired on or after January 1, 1986, with
8 the exception of badges, shall incur the expense of the
9 uniform(s) and components as follows:

- 10 1. The Officer shall be provided with a list of items
11 provided and the cost.
12
13 2. The cost will be deducted from an Officer's base pay
14 by reducing the Officer's first yearly base pay upon
15 employment, an amount equal to the cost of the uniform
16 and equipment. Commencing the Officer's following year
17 of employment, he shall receive the full salary as
18 indicated for a second year patrolman on the salary
19 guide applicable at that time. Base pay for overtime
20 and holiday pay shall be calculated on the original
21 base pay prior to the uniform cost reduction.

22 C. Annually, all Officers shall receive replacements for
23 uniform components that are no longer serviceable.
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25 D. If, during the performance of their duties, any Officer
26 damages a uniform or civilian clothing, he shall have the
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right to submit the repair costs to the City for reimbursement. Personal effects damaged during the performance of duty shall be repaired or replaced by the City at the sole discretion of the Chief of Police.

E. The City agrees to reimburse non-uniform personnel for clothing up to four hundred dollars (\$400.00) per year, payable on February 1 of each year.

F. All employees shall receive a clothing/maintenance allowance of two hundred dollars (\$200.00) per year, payable in two (2) equal payments on June 1 and December 1 of each year.

G. Effective January 1, 1990, the City will provide each employee with a Taylor leather Jacket, style #4465 with the following optional features: (1) optional snap on pile collar and (2) optional zip out thinsulate liner.

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ARTICLE XXV

EQUIPMENT

A. The City and the PBA both agree that the safety of the employees and the public are essential in providing and maintaining adequate service to the residents of the City of Ventnor. In this regard, all equipment shall be maintained by the City in proper working condition. Any equipment not in proper working condition shall be repaired or replaced as soon as possible by the City.

B. All employees of the Ventnor City Police Department required to carry a pistol shall be supplied with a serviceable pistol by the City. Once the pistol is supplied to the employee, then it will be the responsibility of the employee to continue to provide normal maintenance for said weapon.

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

D. Effective January 1, 1989, the City agrees to provide a Ranger Riot helmet, Model #940 w/optional face shield for each employee covered by this Agreement. It is agreed that employees will wear said riot helmets at all appropriate times as determined by the Chief of Police.

ARTICLE XXVI

SCHOOLS

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4 A. All members covered under this Agreement who attend any
5 police school or training school shall be provided
6 transportation or be reimbursed at the rate of twenty cents
7 (\$.20) per mile, plus tolls.

8
9 B. When the Chief receives notice of availability of police
10 schools and/or training schools, the Chief shall post a
11 notice advising all members of the availability for said
12 schools or seminars.

13 C. When the school provides no meal(s) during school hours,
14 meal cost(s) incurred by the member shall be reimbursed at
15 the following rate(s), subject to the presentation of
16 receipt(s):

17 A. Breakfast.....\$3.50

18 B. Lunch.....\$4.50

19 C. Dinner.....\$5.50

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salary as specified in ARTICLE XII, Section A, whichever is greater. Such 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. Should said degree not be granted until after March 1, payment will be prorated to that portion of the year in which the degree was obtained.

D. Any employee covered by this Agreement being granted a Bachelors Degree accredited (same as above) shall be compensated an amount annually equal to \$1000.00 or 3.31% of the employee's yearly base salary as specified in ARTICLE XII, Section A, whichever is greater. Such 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 Associates or Bachelors 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.

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ARTICLE XXVIII

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 expungment 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.

1 ARTICLE XXVIX

2 GUN RANGE

3
4 A. The City agrees to supply employees with the necessary
5 rounds of ammunition for initial qualification and/or police
6 academy training.

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8 B. The City agrees to supply the necessary rounds of
9 ammunition per employee per year as need by the employee to
10 practice and re-qualify in marksmanship, in addition to two
11 hundred (200) personal practice rounds.

12 C. The City shall supply all necessary targets to the gun
13 range in the City of Ventnor to permit employees of the
14 Police Department of said City to qualify as required in
15 Section B of this Article.

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17 D. All rounds shall be factory loaded.
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ARTICLE XXX

K-9'S

A. The City agrees to continue to pay for all veterinary, food and grooming supply bills.

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ARTICLE XXXI
MEAL PERIOD/BREAKS

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.

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ARTICLE XXXII
OUTSIDE EMPLOYMENT

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.

ARTICLE XXXIII
CEREMONIAL ACTIVITIES

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4 A. In the event a police officer an another department in
5 the State of New Jersey, New York, Pennsylvania and/or
6 Delaware is killed in the line of duty, the City will permit
7 at least one (1) uniformed employee of the City to
8 participate in funeral services for the said deceased
9 officer.

10
11 B. Subject to the availability of same, the City will permit
12 a City police vehicle to be utilized by the employees in a
13 funeral service.

14 C. Employees participating in such funeral service shall not
15 be entitled to any compensation during the time in which
16 they are participating in said funeral service, unless
17 otherwise agreed to by the Chief of Police, but will be
18 excused from his normal duties for that day as long as there
19 is sufficient manpower available.
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ARTICLE XXXIV
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.

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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.

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ARTICLE XXXV
MUTUAL COOPERATION PLEDGE

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.

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ARTICLE XXXVI

DUES DEDUCTION AND AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.

1 E. Any such written authorization may be withdrawn at any
2 time by filing a notice of such withdrawal with the City
3 Clerk. The filing of notice of withdrawal shall be effective
4 to halt deductions in accordance with N.J.S.A. 52:14-15.9e
5 as amended.

6
7 F. The City agrees to deduct the fair share fee from the
8 earnings of those employees who elect not to become members
9 of the Association and transmit the fee to the majority
10 representative.

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

17
18 H. The fair share fee for services rendered by the
19 Association shall be in an amount equal to the regular
20 membership dues, initiation fees and assessments of the
21 Association, less the cost of benefits financed through the
22 dues available only to members of the Association, but in no
23 event shall the fee exceed eighty-five percent (85%) of the
24 regular membership due, fees and assessments.

25 I. The sum representing the fair share fee shall not reflect
26 the costs of financial support of political causes or
27

1 candidates, except to the extent that it is necessary for
2 the Association to engage in lobbying activity designed to
3 foster its policy goals in collective negotiations and
4 contract administration, and to secure for the employees it
5 represents advances in wages, hours and other conditions of
6 employment which ordinarily cannot be secured through
7 collective negotiations with the City.
8

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

14 K. The Association shall establish and maintain a procedure
15 whereby any employee can challenge the assessment as
16 computed by the Association. This appeal procedure shall in
17 no way involve the City nor require the City to take any
18 action other than to hold the fee in escrow pending
19 resolution of the appeal.
20

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

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ARTICLE XXXVII

INVESTIGATION OF POLICE OFFICERS

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

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred,

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably appraise the members of the allegations should be provided. If it is known that the member of the forces is being interrogated as witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the

1 end of every two (2) hours. No promise of reward shall be
2 made as an inducement to answering questions.
3

4 5. The Department shall afford an opportunity for a
5 member of the force, if he so requests while being
6 investigated, to consult with counsel and/or his Association
7 representative before being questioned concerning a
8 violation of the Rules and Regulations during the
9 interrogation of a member of the force, which shall not
10 delay the interrogation beyond one (1) hour for consultation
11 with his Association representative, nor more than two (2)
12 hours for consultation with his attorney. However, this
13 paragraph shall not apply to routine day-to-day
14 investigations.

15 6. In cases other than departmental investigations, if a
16 member of the force is under arrest or if he is suspect or
17 the target of a criminal investigation, he shall be given
18 his rights pursuant to the current decisions of the United
19 States Supreme Court.
20

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

24 8. No employee covered by this Agreement shall be
25 subjected to any urinalysis or blood screening unless one or
26 the two following circumstances exist: (1) Where the
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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 a part of a bona-fide annual physical examination which is done for the entire Police Department. In such event, the employees will be 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.

1 ARTICLE XXXVII

2 RETENTION OF BENEFITS

3
4 A. Except as otherwise provided herein, all rights,
5 privileges and benefits which Officers have heretofore
6 enjoyed and are presently enjoying shall be maintained and
7 continued by the City during the term of this Agreement at
8 not less than the highest standards in effect at the
9 commencement of these negotiations resulting in this
10 Agreement.

11
12 B. The provisions of all Municipal Ordinances and
13 Resolutions, except as specifically modified herein, shall
14 remain in full force and effect during the term of this
15 Agreement and shall be incorporated in this Agreement as if
16 set forth herein at length.

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ARTICLE XXXVIII

SAVINGS CLAUSE

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.

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ARTICLE XXXX

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1989, and shall remain in effect to in including December 31, 1991, 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Ventnor City, New Jersey, on this 15th day of June 1989.

FOR THE CITY OF VENTNOR CITY

FOR THE VENTNOR CITY PBA
LOCAL #97

[Signature]

Robert [Signature] / President
[Signature] / Chairman
[Signature]
[Signature]

ATTEST:
Sandra S. Beagle

ATTEST:
Robert [Signature] / President

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APPENDIX A
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 NO CHARGE
Periodic oral examination NO CHARGE

Radiography (x-rays)

Complete intra-oral periapical series NO CHARGE
Panorex NO CHARGE
Periapical - individual films NO CHARGE
Bitewing - series NO CHARGE
Bitewing - single film NO CHARGE

Miscellaneous

Study models NO CHARGE
Treatment planning NO CHARGE
Consultation NO CHARGE

PREVENTIVE

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

Dental prophylaxis, adult NO CHARGE
Dental prophylaxis, children NO CHARGE

Fluoride Treatments

1 Fluoride treatment, topical application of fluoride,
2 one treatment NO CHARGE

Space Maintainers

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

Miscellaneous

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6 Dental health education NO CHARGE
7 Visual aids NO CHARGE
8 Oral hygiene instructions NO CHARGE

RESTORATIVE

Amalgam Restorations (including polishing)

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10 **Deciduous (primary) teeth**
11 One surface NO CHARGE
12 Two surfaces NO CHARGE
13 Three surfaces NO CHARGE
14 Four surfaces NO CHARGE
15 **Permanent teeth**
16 One surface NO CHARGE
17 Two surfaces NO CHARGE
18 Three surfaces NO CHARGE
19 Four surfaces NO CHARGE
20 Pin reinforced \$ 12.00

Silicate Restorations (anterior only)

21 Silicate cement, per restoration NO CHARGE

Acrylic, Plastic or Composite Restorations

22 Restoration, acrylic or plastic NO CHARGE
23 Restoration, acrylic or plastic (involving incisal angle) NO CHARGE
24 Restoration, composite, per restoration NO CHARGE
25 Restoration, composite (involving incisal angle) NO CHARGE
26 Restoration, composite (with pins) \$ 13.00

Inlay Restorations (non-precious metals)

27 Restoration, inlay, one surface \$ 30.00
28 Restoration, inlay, two surfaces \$ 30.00
29 Restoration, inlay, three surfaces \$ 35.00

Crowns - single restorations only

30 Crown, plastic with metal * \$130.00
31 Crown, porcelain with metal * \$140.00
32 Crown, full cast * \$110.00

Crown, stainless steel	\$ 20.00
Post for crown, cast - additional per crown	\$ 25.00
Post for crown, clinical - additional per crown	\$ 20.00
* Anterior - for each posterior crown add	NO CHARGE

Miscellaneous Restorative Services

Recement inlay	NO CHARGE
Recement crown	NO CHARGE
Filling (sedative)	NO CHARGE

ENDODONTICS

Pulp Capping	
Pulp cap - direct (excluding final restoration)	NO CHARGE

Pulpotomy	
Vital pulpotomy (excluding final restoration)	\$ 12.00

Root Canal Therapy (includes clinical procedures and follow-up care)

Root canal, one canal (excluding final restoration)	\$ 70.00
Root canal, two canals (excluding final restoration)	\$100.00

PERIODONTICS

Non-Surgical Services

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

PROSTHODONTICS - REMOVABLE

Complete Dentures

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

Partial Dentures

Partial upper or lower, with two clasps with rests, acrylic, including adjustments	\$130.00
Partial lower, with lingual bar and two clasps, acrylic base, including adjustments	\$130.00
Partial lower, with lingual bar and two clasps, cast base, including adjustments	\$135.00
Partial upper, with palatal bar and two clasps, acrylic base, including adjustments	\$130.00
Partial upper, with palatal bar and two clasps, cast base, including adjustments	\$135.00

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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
 Replace broken tooth on denture, no other repairs \$ 9.00
 Reattaching damaged clasp on denture \$ 6.00
 Replacing broken clasp with new clasp on denture \$ 12.00

Denture Duplication and Relining

Relining, upper or lower, complete denture (office reline) \$ 15.00
 Relining, upper or lower, partial denture (office reline) \$ 15.00
 Relining, upper or lower, complete denture (laboratory) \$ 30.00
 Relining, upper or lower, partial denture (laboratory) \$ 30.00

PROSTHODONTICS - FIXED

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

Bridge Pontics

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

Abutments

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

Crowns

Crown, plastic processed to metal * \$ 90.00
 Crown, porcelain fused to metal * \$100.00
 Crown, full cast * \$ 80.00
 Post for crown, cast - additional per crown \$ 25.00
 Post for crown, clinical - additional per crown \$ 20.00
 * Anterior - for each posterior crown add NO CHARGE

Other Services

Recement bridge NO CHARGE

EXTRACTIONS **

1 **Non-Surgical Extractions**

Includes local anesthesia and routine postoperative care

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

4 MISCELLANEOUS

5 **Emergency Dental Visits**

- 6 Relief of pain NO CHARGE

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** 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.