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A G R E E M E N T

Between

THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF BERGEN

and

POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 49, BERGEN COUNTY POLICE DEPARTMENT

January 1, 1980 through December 31, 1982

140

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THIS AGREEMENT made this 70th day of April, 1981, by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BERGEN, hereinafter referred to as "County", and POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 49, BERGEN COUNTY POLICE DEPARTMENT, hereinafter referred to as "Local 49".

WHEREAS, the County and Local 49 recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I - RECOGNITION

1. The County hereby recognizes Local 49 as the exclusive representative of all County Police Officers excluding only the titles of Chief of Police and Deputy Chief.

2. The title "Officers" shall be defined to include the plural as well as the singular, and to include females.

ARTICLE II - TERM OF AGREEMENT

This Agreement shall be in force from January 1, 1980 through December 31, 1982. All provisions shall remain in full force and effect until a new contract is executed. All economic terms of this Agreement shall be retroactive to January 1, 1980, except as otherwise herein provided.

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ARTICLE III - COLLECTIVE NEGOTIATING PROCEDURE

1. Collective negotiations with respect to rates of pay, hours of work and other conditions of employment and bargainable issues shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than three (3) additional representatives of each party, plus counsel and two (2) experts, shall participate in collective negotiating meetings, except by consent of both parties.

2. Collective negotiations for the contract period beginning January 1, 1983 shall commence on or about September 5, 1982.

3. The Local representatives (not exceeding the number shown in Section 1) on duty shall be permitted to attend regularly scheduled negotiating sessions without loss of pay. No other payment will be made to Association representatives for the negotiating sessions.

ARTICLE IV - PRESERVATION OF RIGHTS

1. Nothing in this contract shall abrogate the existing management rights of the elected or appointed officials in charge of the various departments of County government subject to this Agreement and to all applicable Federal, State laws, rules and regulations and the existing rights of the employees.

2. The County agrees that all benefits, terms and conditions of employment relating to the status of the County Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not

less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

ARTICLE V - DISCRIMINATION

This contract shall be subject to all State and Federal regulations on discrimination. There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the unit because of membership or activity in either the PBA or group constituting said unit.

ARTICLE VI - RESIDENCY

Employees covered by this Agreement may reside anywhere in the State of New Jersey as long as such residence is within a reasonable distance of Bergen County.

ARTICLE VII - NOTIFICATION OF CHANGES

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE VIII - SALARIES

1. The base annual salaries for the year 1980 for all employees covered by this Agreement is set forth in Schedule A. This salary schedule reflects the parties' efforts to have placed the salaries for all Bergen County Police Officers at a representative position, based upon the maximum patrolman's salary (top step) being at the

sixtieth (60%) percentile of those Bergen County municipalities listed in Appendix B.

2. Salaries for the year 1981 for all employees covered by this Agreement shall be computed based upon the 1981 maximum base annual salary (top step) for patrolmen in Bergen County municipalities listed in Appendix B. The maximum Bergen County Policeman's base annual salary (top step) for the year 1981 shall be at the sixty-fifth (65%) percentile of the maximum base annual salaries for patrolmen in the respective municipalities listed in Appendix B. Not less than sixty-five (65%) of those municipalities shall have a maximum base annual salary for patrolmen for 1981 which is below the 1981 maximum base annual salary of the Bergen County Police patrolmen.

3. Salaries for the year 1982 for all employees covered by this Agreement shall be computed in the same manner as hereinabove set forth in subparagraph 2 of this Article based upon the sixty-fifth (65%) percentile of the maximum base annual salary for patrolmen in the Bergen County municipalities listed in Appendix B for the year 1981. Computation shall be based on 1982 salaries for the said municipalities and shall be settled as of September 1, 1982 at the then current wage rates.

4. Commencing with January 1, 1981, the PBA shall have the annual right to strike one Bergen County municipality from the thirty-two (32) town attached list (Schedule B) and have said stricken town replaced by any other Bergen County municipality of the PBA's choosing, provided that same is done by notice in

writing to the County no later than September 1 of the respective year.

5. Those employees covered by this Agreement above the rank of patrolman shall receive salary increases for each of the years 1980, 1981 and 1982, as follows:

(a) The base annual salary for sergeant shall be One Thousand Five Hundred (\$1,500.00) Dollars above the base annual salary for patrolmen.

(b) The base annual salary for lieutenant shall be One Thousand Five Hundred (\$1,500.00) Dollars above the base annual salary for sergeant.

(c) The base annual salary for captain shall be One Thousand Five Hundred (\$1,500.00) Dollars above the base annual salary for lieutenant.

(d) The base annual salary for inspector shall be One Thousand Five Hundred (\$1,500.00) Dollars above the base annual salary for captain.

The base annual salaries for sergeants, lieutenants, captains and inspectors shall be payable to said employees immediately on promotion to each of the said ranks.

6. The initial base annual salary for patrolmen hired during the term of this Agreement shall be Eleven Thousand (\$11,000.00) Dollars.

There shall be three (3) equal annual salary step increments to maximum base annual salary (top step) for patrolmen. The effective date for the entitlement to such annual salary step increment shall be the anniversary date of the individual employee's initial date of hiring. The pay rate for each annual salary step for those patrolmen below the maximum for their grade during the years 1981 and 1982 shall be computed by subtracting the starting salary from

the maximum base annual salary for patrolmen in each of the said years and dividing the difference by three (3). The base annual salary of patrolmen having completed one year of service shall be plus one-third (1/3) such difference and the base annual salary of patrolmen having completed two (2) years of service shall be the starting salary plus two-thirds (2/3) such difference. After three (3) years of service, a patrolman shall receive the maximum base annual salary for his grade.

7. Recognizing that some of the municipalities listed in Appendix B may finalize their annual pay rates after January 1 of each of either of the said years, the parties to this contract agree that there shall be a Five Hundred Fifty(\$550.00) Dollar pay raise advance payment across the board annually payable as soon as practicable after January 1 of each year for all employees covered by this Agreement. Final pay rate adjustments as provided herein shall be made not later than September 1 of each year, respectively, for each of the years covered under this Agreement.

ARTICLE IX - LONGEVITY

1. Payments shall be made to employees with unbroken, continuous, long-term service to the County, as follows:

- (a) completing 72 months (6 years) \$100.00
- (b) completing 108 months (9 years) \$200.00
- (c) completing 168 months (14 years) \$400.00
- (d) completing 228 months (19 years) \$600.00
- (e) Authorized leaves of absence for illness disability

shall not be considered a break in service.

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2. Longevity payments shall be paid as increases in the base rate of pay and shall be paid in the regular bi-weekly pay starting January 1, 1980.

ARTICLE X - HEALTH BENEFITS

1. The County shall continue to provide all employees and members of their immediate family covered under the present coverage with like or similar hospitalization and other insurance, as is now provided. In the event that the insurance carrier for the County shall refuse to carry or continue said insurance coverage, then, in that event, the County shall immediately apply to a new insurance company for the identical insurance as is now provided, provided that there shall be no interruption of insurance coverage afforded. In the event that there is any insurance interruption on coverage, then the County shall be responsible for the period during said interruption and shall pay all medical bills incurred, as would have been paid had the policy remained in effect.

2. In accordance with the provisions of Chapter III, Public Laws of 1973, premiums for benefits in the State Health Benefits Program shall be paid by the County for those employees in the unit who retire, providing that they have served a minimum of twenty-five (25) years as set forth in the Act.

3. Dental Insurance

Effective August 1, 1980, the County shall provide a Dental Benefits Insurance Program sponsored by the New Jersey Dental Plan, Inc. (DELTA), being Program III-A, together with

orthodontic coverage not to exceed \$800.00 per year per patient, and subject to the Local maintaining the 75% enrollment requirements of the said insurance carrier, and to the following conditions:

(a) One-half the premium shall be paid by the County and one-half the premium shall be paid by those employees who choose to join the program through payroll deductions, it being understood and agreed that no employee shall be obliged to participate in the said program.

(b) The benefits to be provided and the rate schedule pertaining thereto shall be the same as those provided to Council No. 5, N.J.C.S.A., as set forth in Schedule C-1 to C-12 attached hereto, including the orthodontic coverage set forth above.

ARTICLE XI - WORK SCHEDULE, OVERTIME

1. The work day shall be eight (8) hours and forty (40) hours per week for Local 49. The work week for Local 49 shall be seven (7) days per week on a rotating schedule.

2. Effective January 1, 1982, all employees in the bargaining unit except those persons specifically listed in paragraph 3 below, shall be placed on a work schedule which shall consist of five (5) days of work followed by two (2) days off, followed by five (5) days of work followed by three (3) days, and so on, continuing to alternate two (2) and three (3) days of time off after every five (5) days of work. This work schedule is commonly known as the "5-2 - 5-3 work chart."

3. Effective April 1, 1982, persons in the following job categories shall receive twelve (12) schedule compensation days of

time off annually, prorated so that for the year 1982 such compensation days shall total no more than nine (9). The job categories are as follows:

(a) Non-uniformed detectives

(b) Communication officer

(c) Weight team members

(d) Officers on detached service on or temporary duty out of the Bergen County Police Force (except Bergen County Narcotic Task Force)

(e) Personnel assigned to the Photo Lab

(f) Training officer

4. Effective January 1, 1982, overtime shall be defined under this clause as work in excess of eight (8) hours in any calendar day or where an employee is caused to work on his regular scheduled day off (R.D.O.). A regular day off shall be defined pursuant to the "5-2 - 5-3 work chart" as is provided above. The R.D.O. for persons covered by Paragraph 3 above shall be defined by the regular work chart posted for their respective assignments. In all other circumstances and in all other contingencies, the past practice with regard to overtime and entitlement to overtime shall not be affected by this clause and shall continue unaltered.

5. Effective January 1, 1982, the regular hourly rate for all employees covered by this Agreement shall be computed by dividing the officer's annual computation by 1,950. The overtime rate shall be computed by multiplying the hourly rate by 150% (time and one-half).

6. The annual work schedule for employees covered by this

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Agreement shall be posted not later than January 1 of the schedule year.

7. Any employee who shall be called back to duty shall be paid at a rate of time and one-half, provided, however, if the employee is called back to duty, he shall be paid a minimum of four (4) hours or the actual hours worked, whichever is greater. Call back shall mean, any employee called to duty more than one (1) hour prior to commencement of the assigned tour of duty, provided that the employee is called back after he has left his assignment.

8. If any employee is called to duty on his day off, he shall be paid a minimum of four (4) hours pay at time and one-half. If he is on duty for more than four (4) hours, he shall be paid for a full day.

9. Employees shall be entitled to be paid for court appearance on after duty hours or on days off in accordance with the above paragraphs, whichever may apply.

10. If the regularly scheduled day or tour of day of an employee has been established in advance by a schedule and is changed from that day or tour of a day by the Department Head within seventy-two (72) hours of the scheduled day or tour, then the employee shall receive overtime for the new hours he is assigned to work at time and one-half.

11. Overtime will be offered to regular full time employees of the Department in order of preference based upon a rotating seniority roster within rank. All overtime shall be scheduled to give as near as practicable an equal amount of overtime to all personnel. Overtime shall be offered to the first name appearing on the roster as may then be in effect. Thereafter, overtime shall

be offered to the next person as his or her name may appear on the list as suitable overtime shall become available.

(a) Overtime may occur when the first eligible name is assigned. In that event, the overtime shall be offered to the next person.

(b) Some personnel may not desire overtime and may request in writing his or her name be passed over on said list as overtime would have been offered. This may be granted by the Chief or his representative but a person may not decline in an emergency or where he is directly ordered to duty.

(c) There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interests of the County to bypass an employee or employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee or employees must become next on the list for the purposes of the overtime roster. The purpose of this clause is to equalize overtime among employees and shall not be defeated by the County's selection of special persons for special details.

(d) Overtime shall be offered without favoritism. At the end of each three (3) months of the year, two (2) representatives of the Local shall meet with the Chief or his representative and review the overtime of the personnel.

ARTICLE XII - PAY DURING ABSENCE

1. Unscheduled Absences - If for any reason, an employee is unable to report for duty, he must notify his Department Head as soon as possible, and before his scheduled starting time.

2. Sick Leave - All employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days (one and one-fourth per month) in each calendar year thereafter which shall accumulate from year to year.

(a) Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family, or any permanent member of the household.

(b) To qualify for payment while absent on sick leave each employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge at least one (1) hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. An employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

(c) The County shall be permitted to send to the home of any employee reporting sick any duly New Jersey licensed medical doctor to examine said employec. No other person shall be directed or authorized to visit the home of an employee.

(d) The cause for an employee's absence must be reported daily unless he provides an adequate explanation which will encompass an absence occurring over a longer period.

(e) In any sick leave of less than five (5) consecutive working days, no doctor's certificate shall be required. In any sick leave of five (5) consecutive work days not inclusive of regular days off or more, a doctor's certificate must be submitted.

(f) In the event the County requires an examination by the police surgeon or any other New Jersey licensed physician selected by the County, the cost of said examination shall be borne by the County.

3. Injury Leave

(a) Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing his duties and which is covered by Workers' Compensation Insurance.

(b) All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workers' Compensation Insurance and shall not be made if the

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accident is proved to have been due to intoxication or wilfull misconduct on the part of the employee. If an employee, absent from work due to an accident, wilfully fails to fulfill all of the conditions necessary to receive compensation benefits, he shall not be entitled to payment of any injury leave benefits from the County until such conditions have been fulfilled.

(c) The payments enumerated above will be made for a period not in excess of one hundred thirty-five (135) working days for each new and separate injury. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Board of Chosen Freeholders. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due him at the time of the injury.

(d) Use of injury leave - employees absent from duty due to an accident, illness or injury covered by Workers' Compensation Insurance, who have completed three (3) months service, will be compensated by the County at the regular base rate of pay. Eligibility will be based on the determination of the New Jersey Division of Worker's Compensation under the terms of the New Jersey Workers' Compensation Act. In the event that the State determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance.

(e) Contested injuries - Charges may be made against sick leave accrual, if any, in any case where the County is contesting that the injury occurred on the job or is job related. In the event that the State determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance. In the event eligibility for payment is denied by the State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of his injury, and to use vacation leave.

(f) Medical proofs - In order to limit the obligation of the County for each new separate injury, the County may require the employee to furnish medical proof or submit to medical examination by the County at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the County Service.

(g) When an employee has suffered an injury while on duty, and is absent for five (5) days or more, it will be necessary for him to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty.

(1) Additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the employee's health and the time of his anticipated return to duty where the employee elects to

use his private physician.

(2) In the absence of such certification, the employee shall be removed from injury leave.

4. Funeral Leave

(a) Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents of employee or employee's spouse, grandchildren or any other relative residing in the employee's household. Said death leave shall not be charged against employee's sick leave.

5. Terminal Leave

(a) An employee, upon retirement (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement, Early Retirement and Special Retirement but not Deferred Retirement), shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, which the employee elects:

(1) Option 1 - One-half of the Employee's earned and unused accumulated sick leave multiplied by his daily rate of pay received during the last year of his employment prior to the effective date of his retirement, provided however, that no such lump sum payment shall

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exceed Twelve Thousand (\$12,000.00) Dollars.

(2) Option 2 - One day of pay for each full year's service with the County of Bergen.

(b) In the event of the death of an active employee who has vested rights, terminal leave shall be paid to his estate in accordance with the option selected.

6. Leave of Absence

(a) Leave without pay - A permanent employee may, for reasons satisfactory to the County, be granted a personal leave of absence without pay or services credit for time absent for a period up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the County.

(1) Ordinarily, a personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.

(2) Personal leaves of absence are granted with the understanding that the employee intends to return to his County duties. If an employee fails to return within five (5) working days after the expiration of the leave or excused absence, he may be considered to have resigned and not in good standing.

(3) Employees on leave without pay for more than two (2) weeks in any month will not receive paid health bene-

fits, holiday pay, nor will they accrue sick and vacation time.

(b) Military leave shall be granted as prescribed by the Federal or State law.

ARTICLE XIII - VACATION

1. Vacations shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to the requirements of the Department.

2. The vacation period shall commence January 1 and continue until December 31 of each year. The vacation allowance shall be as follows:

(a) Employees shall earn one (1) day per month in the first year of employment for the first eleven (11) months and four (4) days eligibility in the twelfth month, provided the initial date of hire commences on or before the fourth calendar day of the month.

(b) From the beginning of the second year, to and including the fifth year, employees shall earn vacation at the rate of one and one-fourth (1-1/4) days per month.

(c) From the beginning of the sixth year and thereafter, employees shall earn vacation at the rate of one and two-thirds (1-2/3) days per month.

(d) Vacation may be accumulated as set forth in the Civil Service Act.

(e) No employee who is on vacation shall be recalled

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except in the case of a Departmental Mobilization by the Chief of Police to meet a clear and present danger confronting Bergen County.

(f) Vacations shall be selected on a rotating seniority by rank basis (disputes shall be settled on an initial date of hire basis) which shall be established by the Department. Once an employee selects two (2) or more consecutive days of vacation under this clause, the next senior man shall make his selection, and so on, until the seniority list has been exhausted at which time the process shall be continued. A single pick shall not consist of more than twelve (12) consecutive working days during prime time. Prime time shall consist of the time period between the last week in June and Labor Day.

ARTICLE XIV - PERSONAL LEAVE

Each employee shall be entitled to take one (1) day of personal leave with pay per year. The Chief or his appointee must be notified of the personal leave request and prior approval of the Chief or his appointee must be obtained.

ARTICLE XV - HOLIDAYS

1. All employees, in addition to their regular wages, shall receive fourteen (14) holidays and any other full day holiday granted other County employees. Bergen County observes the following holidays:

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| (a) New Year's Day | (h) Labor Day |
| (b) Martin Luther King's
Birthday | (i) Columbus Day |
| (c) Lincoln's Birthday | (j) Election Day |
| (d) Washington's Birthday | (k) Veteran's Day |
| (e) Good Friday | (l) Thanksgiving Day |
| (f) Memorial Day | (m) Friday after
Thanksgiving |
| (g) Independence Day | (n) Christmas Day |

2. Holidays falling within a period of paid absence will entitle the employee to pay for such holidays. Periods of paid absence are: Sick Leave, Injury Leave, Terminal Leave, and Vacation Leave. Previously established payroll policies as to holiday pay shall be maintained.

3. Each employee shall have the individual option to elect to have said employee's holiday money folded in his pay with the employee's bi-weekly compensation during any three (3) year period of employment, however not earlier than the commencement of said employee's twenty-third (23rd) year of service.

ARTICLE XVI - GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure shall be to settle all grievances between the County and the Local as quickly as possible, so as to insure efficiency and promote employees' morale.

2. A grievance is defined as any disagreement between the County and the Local involving the interpretation or application of a regulation, violations of agreements and suspension.

3. All grievanes shall be processed as follows:

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(a) Step One - Grievances shall be reduced to writing by the grievant Local or employee(s) and submitted to the Chief, or any person designated by him, and the answer to such grievances shall be made in writing, with a copy of the Local or employee(s) within five (5) days of their submission.

(b) Step Two - If the grievances are not settled by Step One, then the Local or employee(s) shall have the right to submit such grievances to the County Administrator. A written answer to said grievances shall be served upon the individual and the grievance committee within seven (7) calendar days after submission.

4. If the grievances are not settled by Steps One and Two, then the Local and/or employee(s) within ten (10) working days after a written decision (Step Three) shall have the right to submit only such grievances which are claimed violations, misinterpretation, or misapplication of the terms of this Agreement and the referenced policies directly affecting them to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission. The arbitrator appointed shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties.

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5. Nothing herein shall prevent any employee from processing his own grievance, providing the Local and representatives may be present.

6. If an employee elects to appeal a suspension of more than five (5) days or a dismissal through Civil Service channels, it may not subsequently be processed as a grievance.

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

ARTICLE XVII - LOCAL REPRESENTATIVES AND MEMBERS

1. Authorized representatives appointed by the Local, not to exceed four (4), shall be authorized to discuss with the Department Head any questions concerning the terms of this Agreement.

2. During negotiations the authorized representatives of the Local, not to exceed six (6) Bergen County Police Officers, shall be excused from normal duties to attend the scheduled negotiations.

3. The President and an officer of his choice on tour of duty shall be excused from duty for attendance at the regular monthly meeting of the Local.

ARTICLE XVIII - RETENTION OF CIVIL RIGHTS

Employees shall retain all civil rights under the New Jersey Law.

ARTICLE XIX - BILL OF RIGHTS FOR COUNTY POLICE OFFICERS

All employees shall be entitled to the protection of what shall be termed the Bill of Rights for County Police Officers. Investigations of Bergen County Police Officer shall be conducted in the following manner:

(a) The interrogation of an employee shall take place at a location designated by the investigating officer. If practicable it will be at the Bergen County Police Headquarters.

(b) The employee shall be informed of the name, rank, and command of the officer in charge of the investigations and those persons present during investigations.

(c) The employee shall be informed of the nature of the charge for which he is under investigation.

(d) If the employee is a suspect in a criminal matter, he shall be read his rights under the appropriate court decision.

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

ARTICLE XX - AGREEMENTS

The County agrees not to enter into agreement with anyone but the recognized law enforcement Local with regard to personnel covered by this Agreement.

ARTICLE XXI - INSURANCE AND WELFARE

1. The County shall continue to maintain and provide liability insurance of the type now in force and effect, including false arrest, at the present levels of One Million (\$1,000,000.00) Dollars per man and One Million (\$1,000,000.00) Dollars per incident.

2. The County shall supply to employees all necessary legal assistance in the defense of civil claims for personal injury, death or property damage arising out of and in the course of their employment. The County shall pay and satisfy all judgments against said employees as a result of said claims, provided, however, that the Employer's insurance carrier may handle the matter. In addition, the County shall provide legal counsel at its cost, as required by State statute.

ARTICLE XXII - CLOTHING ALLOWANCE

1. Employees covered by this Agreement shall be entitled to an annual uniform allowance for each year during the term of this Agreement. Payment shall be made annually in a lump sum prior to April 15 of each year.

2. The clothing allowance shall be as follows:

(a) Effective January 1, 1980, the annual allowance shall be Three Hundred (\$300.00) Dollars.

(b) Effective January 1, 1981, the annual allowance shall be Three Hundred Twenty-Five (\$325.00) Dollars.

(c) Effective January 1, 1982, the annual allowance shall be Three Hundred Fifty (\$350.00) Dollars.

ARTICLE XXIII - SHIFT DIFFERENTIAL

Employees in shift positions shall be paid additionally a differential of Twenty (\$.20) Cents per hour for Shift Two (afternoon and evening shift), and Twenty-Five (\$.25) Cents per hour for Shift Three (night and morning).

ARTICLE XXIV - BULLETIN BOARD

1. The County will supply one (1) bulletin board for the use of the Local to be placed in a conspicuous location.

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

3. No matter may be posted without receiving permission of the officially designated Local representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE XXV - PERSONNEL FILES

1. A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall be main-

tained in the office of the Chief of Police.

2. Any member of the Police Department may by appointment review his personnel file. This appointment for review must be made through the Chief of Police or his designated representative.

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

4. All personnel history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed therefrom.

5. Any record or notation of reprimand or any disciplinary action shall, upon demand by the employee, be removed from said employee's files if there is a resolution of the allegation, charge or complaint in the individual's favor by a Court, administrative proceeding or Civil Service decision.

ARTICLE XXVI - APPLICABLE LAWS

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and local laws.

ARTICLE XXVII - CHANGES, SUPPLEMENTS OR ALTERATIONS

Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree and execute such Agreement in writing.

ARTICLE XXVIII - EDUCATIONAL INCENTIVE

The following annual increments shall be paid to employees covered by this Agreement who have successfully completed degree requirements in police science or related fields:

- (a) Associate Degree \$150.00
- (b) Bachelor's Degree \$250.00
- (c) Master's Degree \$350.00
- (d) Doctorate \$450.00

Said amounts shall be paid annually in a lump sum commencing with the calendar year of degree qualifications.

ARTICLE XXIX - FAIR SHARE PAYMENTS

1. Sixty (60) days after the effective date hereof, the County will commence to withhold, from the salaries of those employees who are covered by this Agreement and who have not executed authorizations permitting the Employer to withhold the full amount of union dues, a representation fee in lieu of dues which shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by Local 49 to its own members, less the costs of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed eighty-five (85%) percent of the uniform annual dues charged by Local 49 to its members. The Employer shall forward the amount so deducted to the Local. The Local represents to the Employer that it has established a demand and return system and that it is in compliance with all requirements imposed upon the Local pursuant to Law, 1979 c.477 and the Employer's obligation pursuant to this paragraph is contingent upon the Local's continued compliance therewith.

WJO
4/8/81

2. The Local will defend, indemnify and save the Employer harmless against any and all demands, suits or other forms of liability which may arise out of or by reason of action taken by the Employer pursuant to this Article.

3. In the event that employees hired after the effective date of this Agreement do not within sixty (60) days of the date of hire execute written authorizations for withholding of union dues pursuant to this Article, then the provisions of paragraph one (1) hereinabove shall be effective.

ARTICLE XXX - SAVINGS CLAUSE

1. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be held to be invalid, the remainder of this Agreement or the application of such provision to other person or circumstances shall not be affected thereby.

2. Except otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement

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7/2/81

to be signed by their respective representatives and appropriately attested.

FOR THE COUNTY OF BERGEN

BERGEN COUNTY POLICE, PBA LOCAL 49

Mary J. Gerecha
Freeholder Director

Robert J. Cassi

Thomas J. Trivette

James J. ...
James J. ...

ATTEST:

[Signature]

Clerk to the Board of Freeholders

ATTEST:

[Signature]

RICHARD D. LOCCKE
Attorney for PBA Local 49

W/C
JFK

APPENDIX A

1980 SALARIES

Patrolman	
During first year -----	\$11,000.00
During second year -----	14,117.00
During third year -----	17,234.00
After three (3) years (maximum)-----	20,350.00
Sergeant -----	21,850.00
Lieutenant -----	23,350.00
Captain -----	24,850.00
Inspector -----	26,350.00

11/0
1/2/81

APPENDIX B

BERGEN COUNTY MUNICIPALITIES

- | | |
|----------------------|-------------------------|
| 1. Fort Lee | 17. Washington Township |
| 2. River Edge | 18. Waldwick |
| 3. Saddle Brook | 19. Montvale |
| 4. Oradell | 20. Hillsdale |
| 5. Hackensack | 21. Ho Ho Kus |
| 6. Wyckoff | 22. Saddle River |
| 7. Bogota | 23. Ridgewood |
| 8. Northvale | 24. Franklin Lakes |
| 9. Fair Lawn | 25. Glen Rock |
| 10. Haworth | 26. Closter |
| 11. Carlstadt | 27. Ramsey |
| 12. South Hackensack | 28. Old Tappan |
| 13. Harrington Park | 29. Paramus |
| 14. Woodcliff Lake | 30. Allendale |
| 15. Englewood Cliffs | 31. Mahwah |
| 16. Maywood | 32. Teterboro |

SCHEDULE OF BENEFITS

The dental program covers the following Schedule of Benefits when services are rendered by a licensed dentist and when necessary and customary as determined by the standards of generally accepted dental practice.

I. BASIC BENEFITS:

Preventive

Prophylaxis as required, but not more often than once in any six month period.
Topical application of fluoride solutions to age 19.
Space maintainers.

Diagnostic

Procedures to assist the dentist in evaluating existing conditions to determine required dental treatment.

Oral Surgery

Procedures for extractions and other oral surgery including pre- and post-operative care.

General Anesthesia

When administered for a covered oral surgery procedure performed by a dentist.

Restorative

Provides amalgam, synthetic, porcelain and plastic restorations for treatment of carious lesions.
Crowns, inlays and gold restorations will be provided when teeth cannot be restored with the above materials.

Endodontic

Procedures for pulpal therapy and root canal filling (treatment of non vital teeth).

Periodontic

Procedures for treatment of tissues supporting the teeth.

II. PROSTHODONTIC BENEFITS:

Procedures for construction of bridges, partial and complete dentures.

III. ORTHODONTIC BENEFITS ~~(OPTIONAL)~~ *Max of \$500/patient/year*

Procedures performed by a licensed dentist for eligible dependent children involving the use of an orthodontic appliance for treatment of malalignment of teeth and/or jaws which significantly interfere with their functions. Payment and benefits will cease at age 19 or at age 23, ~~if the dependent child is a full-time student.~~

PROPOSED PROGRAMS AND MONTHLY RATES

FFB BASIS:

The following programs are based upon NJDSP's Table of Allowances.

~~Program II-A Allowance - Basic Benefits: 100%
(Including Repair of Dentures)
The maximum amount payable by NJDSP for the above dental services provided an eligible patient in any calendar year is \$1,000.80.~~

~~Program II-B Same as Program II-A above but with a \$25.00 deductible per patient per calendar year
\$75.00 Family Maximum aggregate deductible.~~

Program III-A Allowance - Basic Benefits: 100%
Prosthetic Benefits: 50%
The maximum amount payable by NJDSP for the above dental services provided an eligible patient in any calendar year is \$1,000.00.

~~Program III-B Same as Program III-A above but with a \$25.00 deductible per patient per calendar year.
\$75.00 Family Maximum aggregate deductible.~~

<u>Monthly Rates</u>	<u>One Party</u>	<u>Two Party</u>	<u>Three Party+</u>
	<u>3 yrs</u>	<u>3 yrs</u>	<u>top 3 yrs</u>
Program II-A	7.11 7.32	12.30 13.67	21.57 23.22
Program II-B	6.26	10.58	18.19
Program III-A	8.27 8.52	14.14 14.56	23.43 24.13
Program III-B	7.77	12.16	19.68
	+ — for ortho	+ .44 for ortho	+ 1.60 for 2 ortho

ASR 2/1/71

As for dental file...

BERGEN COUNTY EMPLOYEES.

UNDERWRITING POLICY AND REQUIREMENTS

NJDSP's rates are valid for groups enrolling not later than January 1, 1980 and are guaranteed for a ~~one~~^{three} year contractual period.

~~THESE RATES ARE CONTINGENT UPON THE EMPLOYER CONTRIBUTING THE ENTIRE COST FOR ALL ELIGIBLE EMPLOYEES AND DEPENDENTS WITH AN EMPLOYMENT OF NOT LESS THAN 1,000 AND NOT MORE THAN 2,999 EMPLOYEES.~~

All present and future employees will become eligible for dental benefits on the first day of the month following three full months of continuous full time employment with a minimum of 32 hours per week, unless otherwise approved by NJDSP.

ELIGIBILITY AND ENROLLMENT PROCEDURES

ELIGIBILITY

Employees - All employees in the classifications to be covered shall become eligible to receive dental services following completion of the period of continuous employment stipulated under Benefits and Program Specifications.

Dependents - Dependents are defined to be the employee's spouse and unmarried dependent children. Dependent Children are eligible for coverage from birth until age 19 or, ~~if the covered child is enrolled full time at an accredited school, college or university, coverage may be extended to the child's 23rd birthday~~, unless otherwise indicated under Benefits and Program Specifications. An unmarried dependent child over the limiting age may continue to be covered if incapable of self-support because of a physical or mental handicap commencing prior to reaching the limiting age, provided a physician's certificate is submitted to NJDSP.

ENROLLMENT PROCEDURES

Initial Enrollment - When applicable each employee completes the NJDSP Enrollment Card, making sure all information is complete, supplying names and birthdates of all dependents. It is essential to have the employee's complete Social Security Number and his signature. Enrollment cards not completed in full will be returned to the subscriber, which may mean a delay in eligibility status.

Subsequent Enrollments - Employees qualifying after the plan has been in effect shall also complete the NJDSP Enrollment Card. The same procedures as those for initial enrollment apply. Subsequent enrollment cards should be mailed with the billing the month that the employee becomes eligible.

				M <input type="checkbox"/>		FOR EMP USE ONLY	
				F <input type="checkbox"/>			
SOCIAL SECURITY NO.	LAST NAME	FIRST	INITIAL	MO	DAY	YR	BIRTHDATE
HOME ADDRESS				ZIP CODE		UNION LOCAL	
						GROUP NUMBER	
						EFF. DATE	

NAME OF GROUP				LOCATION OF BRANCH				DATE HIRED			
If enrolling one eligible dependent, All must be enrolled.				MARITAL STATUS <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				Does Spouse have a Dental Plan? Yes <input type="checkbox"/> No <input type="checkbox"/> With whom? <input type="checkbox"/>			
				If answer is "yes," are dependents enrolled under this plan? Yes <input type="checkbox"/> No <input type="checkbox"/>							
LAST NAME (if Different)	FIRST NAME	INITIAL	SEX	BIRTH DATE	LAST NAME (if Different)	FIRST NAME	INITIAL	SEX	BIRTH DATE		
2	SPOUSE				6						
3	CHILD				7						
4					8						
5					9						

MEMBERSHIP ENROLLMENT CARD
 NEW JERSEY DENTAL SERVICE PLAN, INC.
 P. O. Box 1019 East Orange, N. J. 07018

I AGREE TO CONTINUE MEMBERSHIP IN THIS PROGRAM DURING EMPLOYMENT AND WHILE THE PROGRAM IS IN FORCE, AND AUTHORIZE PAYROLL DEDUCTION WHERE APPLICABLE

SIGNATURE _____ DATE _____

GOVERNING ADMINISTRATIVE POLICIES

Unlike medical care where the diagnosis dictates more specifically the method of treatment to be rendered, in dental care the dentist and his patient frequently consider several avenues of treatment.

The following "administrative guidelines" are an integral part of the proposed dental program and are consistent with the principles of accepted dental practice and the continued maintenance of good dental health.

LIMITATIONS:

(a) x-rays;

Complete mouth x-rays are provided only once in a three (3) year period, unless special need is shown. Supplementary bitewing x-rays are provided upon request but not more than once every six (6) months.

(b) Crowns, Inlays and Onlays;

Replacement will be made only after five (5) years have elapsed following any prior provision of crowns, inlays and onlays under any Delta program.

(c) Prosthodontics;

Prosthodontics, appliances (including, but not limited to, partial and complete dentures and fixed bridges) will be replaced only after five (5) years have elapsed following any prior provision of such appliances under any Delta program, except when NJDSP determines that there is such extensive loss of remaining teeth or change in supporting tissues that the existing appliance cannot be made satisfactory. Replacement will be made of a prosthodontic appliance not provided under a Delta program only if it is unsatisfactory and cannot be made satisfactory.

(d) Optional;

In all cases in which the selection of a more expensive plan of treatment is decided upon than is provided under the contract, NJDSP will pay the applicable percentage of the lesser fee. The patient is responsible for the remainder of the dentist's fee.

GOVERNING ADMINISTRATIVE POLICIES

(continued)

(1) Complete or Partial Dentures. If in the construction of a denture the patient and dentist decide on personalized restorations or employ specialized techniques as opposed to standard procedures, NJDSP will allow an appropriate fee for the standard denture toward such treatment and the patient must bear the difference in cost.

(2) Occlusion. NJDSP will allow the cost of restorations required to replace missing teeth. Procedures, appliances or restorations necessary to increase vertical dimension and/or restore or maintain the occlusion are considered optional and the cost is the responsibility of the patient.

EXCLUSIONS:

NO BENEFITS SHALL BE PROVIDED FOR:

(a) Service for injuries or conditions which are compensable under Workman's Compensation or Employer's Liability Laws, services which are provided the eligible patient by any Federal or State Government Agency or are provided without cost to the eligible patient by any municipality, county or other political sub-division.

(b) Services with respect to congenital or developmental malformations or dentistry for purely cosmetic reasons.

(c) Prosthodontic Services or Devices (including crowns and bridges) or any single procedure rendered prior to the date the patient became eligible for such services under this Agreement.

(d) Drugs; Experimental procedures; Procedures for the purpose of plaque control; oral hygiene or dietary instruction.

(e) Periodontal splinting or scalants and bases.

(f) Any services not specifically included in this proposal.

The commencement of the prepaid dental care program outlined in this proposal shall be subject to the execution of a formal Agreement with NJDSP, which shall supersede all prior negotiations, representations and understandings. No modification or amendment of such Agreement shall be effective for any purpose unless in writing and signed by an authorized officer of NJDSP.

STAFF

NJDSP's method of operation is designed in such a manner that all Attending Dentist's Statements are reviewed by a dental auditor. If there are other than routine services being performed they are referred to the Dental Consultant Review Department and reviewed by a licensed dentist.

DENTAL AUDITORS:

Qualifications for NJDSP claims auditors include both dental office and chairside assisting experience, as well as completion of a technical program.

DENTAL CONSULTANTS:

NJDSP Dental Consultants must have a minimum of ten years in active practice and have gained the respect of their peers. The same criteria are used in the selection of special consultants from each of the societies.

NJDSP has five in-house consultants in addition to regional consultants throughout the state. All NJDSP consultants conform to the guidelines established by the New Jersey Dental Association.

PROCESSING FLOW IN
DENTAL AUDIT OF TREATMENT FORMS

When Attending Dentist's Statements (claims) are received, they are reviewed by our dental auditors. Those forms requiring consultant review are referred to a licensed dentist to determine if the services requested are a covered benefit. In some instances, the patient may be clinically examined by the NJDSP Regional Dental Consultant. After this determination has been made, the Attending Dentist's Statement (A.D.S.) is returned to dental audit, where it is coded for processing. The patient's complete dental history is checked for payable benefits, contract limitations, and duplication of services. The computations made are then recorded on the A.D.S. and either paid (if treatment has been completed) or pre-determined (if treatment has not been rendered) and returned to the dental office.

Dental x-rays are requested for restorations (except fillings), surgical extractions, fixed bridges, and complete and partial dentures. In the event a dentist refuses to submit x-rays, he is advised that his refusal to do so may result in his receiving payment for a lesser service, i.e., a MOD amalgam in lieu of a full crown, an uncomplicated extraction in lieu of surgical extraction, etc.

Immediately following payment to the participating dentist, NJDSP sends the patient a statement describing the NJDSP payment made for covered services under the program and showing that portion for which the patient is obligated. If the patient is billed an amount over and above the amount shown as his obligation, the patient may inform NJDSP, and proper action will be taken.

The majority of Attending Dentist's Statements are processed in 15 days. A.D.S. forms with extensive services requiring consultant review may take an additional 5-10 working days. Turn-around time for pre-determination of benefits is directly related to current eligibility reporting by the group. When group eligibility is received by the fifth working day of the current month, the majority of A.D.S. forms are pre-determined within one week. Late reporting of eligibility will extend this time period by the corresponding number of days that the group is late in reporting eligible employees.

NJDSP maintains an internal audit staff which conducts ongoing audits to assure that correct procedures are followed in A.D.S. processing systems. In addition, a random selection of cases is referred to regional consultants for clinical examination of patients for the determination of quality and adequacy of services.

COORDINATION OF BENEFITS

It is a NJDSP policy that when a patient is entitled to benefits under two or more insurance programs:

1. A patient should be covered in total for the amount of the usual, customary and reasonable charges for necessary dental expenses that are covered in whole or in part under any one of the programs before either program reduces its benefit payment, and
2. A patient may not receive more than 100% of these benefits, and, thus, the abuses which may result from over insurance are avoided.

NJDSP policy is applied as follows:

1. Patient covered under two or more NJDSP programs:

If a patient is eligible for coverage under two or more NJDSP dental care programs and more than one of said programs provides coverage for a particular service, NJDSP will pay in full the fees for such services and will prorate the cost thereof between the applicable programs, provided that no program shall be charged with a greater amount than the amount for which it would be liable if such dual coverage did not exist.

2. Patient covered under NJDSP and "other programs"

If an eligible patient is entitled to coverage under one or more group insurance policies or group prepaid health care programs, then the benefits of this Agreement shall be provided as follows:

(a) If the other policy or program(s) primarily cover services or expenses other than dental care, then this Agreement shall be primary.

(b) If the other coverage is by a dental insurance policy or prepaid dental care program, the policy or program covering the patient as an employee shall be primary over the policy or program covering the patient as a dependent. Coverage for dependent children of a male person shall be primary over the policy or program covering dependent children of a female person.

If the program provided by this Agreement is "primary" as provided above, NJDSP shall provide benefits without regard to any other policy or program, and if the program provided by this Agreement is not "primary", NJDSP shall provide benefits only to the extent that the benefits obtained from such other insurance or program are inadequate to provide full payment for the services which are benefits provided by this Agreement.

PROCEDURE FOR SUBMITTING ATTENDING DENTIST'S STATEMENTS

During the first appointment, tell your dentist you are covered under a NJDSP dental plan, and give him your group number and the name of your company.

Most dentists have NJDSP Attending Dentist's Statements in their offices and they will complete the form in the following manner for pre-determination or payment. Use steps 1, 2, 6 & 7 when Attending Dentist's Statement is submitted for payment without pre-determination.

I. PARTICIPATING DENTISTS

1. The form should contain the subscriber's social security number, group number, name and address of member, the name of the patient receiving services, the patient's relationship to the subscriber, and the patient's birthdate. (Failure to complete all required information could result in processing delays).
2. Upon completion of the patient's examination and diagnosis, the dentist will list the treatment to be rendered, together with the fee to be charged for each procedure.

USE STEPS 3, 4 & 5 FOR PRE-DETERMINATION

3. The patient reviews the form, and if he is in agreement, signs the form.
4. The form is then sent to NJDSP by the dentist. NJDSP will check the patient's eligibility, verify that the treatment to be provided is covered under the dental plan, and enter on the form the amount of the total bill NJDSP will pay, and the amount to be paid by the patient.
5. The form is then returned to the dentist, and he will review the treatment plan with the patient before proceeding with the series of treatment.
6. When all services have been completed, the patient will review the form and sign it if request for payment; or the dentist will again sign the form, entering dates of service if a request for payment on a pre-determination to indicate that all treatment shown has been rendered.
7. A check is sent to the dentist by NJDSP for that portion of the bill covered by NJDSP, and the dentist submits his statement to the patient for the patient's portion of his bill.

II. NON-PARTICIPATING DENTISTS

8. Non-participating dentists will submit the Attending Dentist's Statement in the same manner as participating dentists. NJDSP will make payment to the patient directly, who is then responsible for making arrangements to pay the dentist for all of the dentist's charges.

UNIQUE FEATURES
OF
NEW JERSEY DENTAL SERVICE PLAN, INC.

1. NEW JERSEY DENTAL SERVICE PLAN, INC. is a non-profit corporation under the NEW JERSEY DENTAL SERVICE CORPORATION ACT and operating under the Insurance Laws of the State of New Jersey. The purpose of NJDSP is to provide quality dental care at a minimum cost.
2. NJDSP was established by the NEW JERSEY DENTAL ASSOCIATION in 1969. The New Jersey Dental Association provided the capital and the goal to provide the best possible dental care for the patient.
3. NJDSP engages specifically in prepaid group dental plans and have, presently, over 300 plans in force. NJDSP is a member of the Delta Dental Plan Association, and participates in multi-state programs.
4. There is no claim form for the patient to complete. Dental statements are prepared and submitted to NJDSP by the dentist and NJDSP payments are remitted directly to the participating dentist.
5. ~~An~~ outline of the patient's needs and the treatment recommended is submitted and professionally reviewed before treatment is performed.
6. Cases in which diagnosis is complicated and requires more than the normal handling are individually reviewed by staff members who are practicing dentists. If further evaluation is required the case may be referred to the NJDSP REVIEW COMMITTEE for the area in which the patient was treated. Local professional guidance and assistance is provided when needed, assuring comprehensive quality dental care at a reasonable cost.
7. NJDSP provides a relatively inflation proof plan. Dentists have confidentially prefiled their fees with NJDSP, certifying that they are Usual, Customary and Reasonable Charges. The dentist also agrees to a review by professional committees.
8. Strong professional support behind a dental plan is essential to curb abusive claims practices by both patients and dentists. NJDSP has this support. A vast majority of all licensed dentists in the State of New Jersey are participating dentists.
9. Upon completion of dental treatment, the patient is notified by NJDSP of the amount paid to his dentist and the amount of his obligation. The participating dentist has agreed that this is the only amount that will be billed to the patient.
10. NJDSP was the first organization to develop dental coverage for negotiated and employer groups in the State of New Jersey.
11. As a not-for-profit organization, all funds received by NJDSP are used to pay for services rendered to employees and their families and for administration of the group dental care program.



NEW JERSEY DENTAL SERVICE PLAN TABLE OF ALLOWANCES

DIAGNOSTIC (00100-00999)

00100 CLINICAL ORAL EXAMINATIONS	
00110 Initial oral examination	\$ 10.00
00120 Periodic oral examination	\$ 7.00
00130 Emergency oral examination	\$ 10.00
02200 RADIOGRAPHS	
02210 Intraoral-complete series (including bitewings)	\$ 20.00
02220 Intraoral-single film	\$ 3.00
02230 Intraoral-each additional film	\$ 2.00
02240 Intraoral-occlusal, single film	\$ 3.00
02270 Bitewing-single film	\$ 3.00
02280 Bitewing-each additional film	\$ 2.00
02330 Panoramic-maxilla and mandible, single film	\$ 20.00
00400 TESTS AND LABORATORY EXAMINATIONS	
00430 Biopsy and examination of oral tissue (hard)	\$ 23.00
00440 Biopsy and Examination of oral tissue (soft)	\$ 14.00
00460 Pulp vitality tests	\$ 3.00
00470 Diagnostic casts	\$ 15.00

PREVENTIVE (01000-01999)

01100 DENTAL PROPHYLAXIS	
01110 Adults	\$15.00
01120 Children	\$ 10.00
01200 FLUORIDE TREATMENTS	
01230 Topical application of acid fluoride phosphate, one treatment (excluding prophylaxis)	\$ 10.00
01500 SPACE MAINTAINERS	
01510 Fixed, unilateral band type	\$ 50.00
01511 Fixed, lingual or palatal arch band type	\$ 75.00
01520 Removable, acrylic	\$ 75.00

RESTORATIVE (02000-02999)

02100 AMALGAM RESTORATIONS (Including Polishing)	
02110 Amalgam-one surface, deciduous ..	\$ 10.00
02120 Amalgam-two surfaces, deciduous ..	\$ 16.00
02130 Amalgam-three surfaces, deciduous ..	\$ 21.00
02131 Amalgam-four surfaces, deciduous ..	\$ 25.00
02140 Amalgam-one surface, permanent ..	\$ 10.00
02150 Amalgam-two surfaces, permanent ..	\$ 17.00
02160 Amalgam-three surfaces, permanent ..	\$ 24.00
02161 Amalgam-four or more surfaces, permanent	\$ 30.00
02170 Amalgam-reinforced pin (per pin) ..	\$ 2.00
02200 SILICATE RESTORATIONS	
02210 Silicate cement-per restoration	\$ 12.00
02300 ACRYLIC OR PLASTIC RESTORATIONS	
02310 Acrylic or plastic	\$ 12.00
02320 Acrylic or plastic (involving incisal angle)	\$ 20.00
02330 Composite resin-one surface	\$ 13.00
02331 Composite resin-two surfaces	\$ 20.00
02340 Bonded resin-acid etched	\$ B/R*
02500 GOLD INLAY RESTORATIONS	
02510 Inlay, gold-one surface	\$ 60.00
02520 Inlay, gold-two surfaces	\$100.00
02530 Inlay, gold-three surfaces	\$125.00
02540 Onlay, per tooth (in add. to above) ..	\$ 50.00
02700 CROWNS-SINGLE RESTORATIONS ONLY	
02710 Plastic (acrylic) (lab)	\$125.00
02720 Plastic with metal	\$175.00
02740 Porcelain	\$175.00
02750 Porcelain with metal	\$210.00
02790 Gold (full cast)	\$175.00

02810 Gold (¾ cast)	\$150.00
02830 Stainless steel	\$ 46.00
02840 Temporary (fractured tooth)	\$ 30.00
02890 Crown with pin	\$200.00
02891 Crown with post	\$225.00
02892 Cast post and core	\$ 35.00
02900 OTHER RESTORATIVE SERVICES	
02910 Replacement inlays, crowns	\$ 10.00

ENDODONTICS (03000-03999)

03100 PULP CAPPING	
03110 Pulp cap - direct - (excluding final restoration)	\$ 10.00
03120 Pulp cap - indirect - (excluding final restoration)	\$ 10.00
03200 PULPOTOMY	
03220 Vital pulpotomy (excluding final restoration)	\$ 25.00
03300 ROOT CANAL THERAPY (INCLUDES TREATMENT PLAN, CLINICAL PROCEDURES AND FOLLOW UP CARE)	
03310 Anteriors (excludes final restoration) ..	\$100.00
03320 Pre-molars (excludes final restoration) ..	\$125.00
03330 Molars (excludes final restoration) ..	\$175.00
03350 Apexification	\$ 60.00
03440 PERIAPICAL SERVICES	
03410 Apicoectomy, performed as separate surgical procedure	\$ 45.00
03420 Apicoectomy, performed in conjunction with endodontic manipulation ..	\$ 75.00
03430 Retrograde filling	\$ 17.00
03490 Hemisection	\$ 40.00
03940 Bleaching endodontically treated teeth	\$ 35.00

PERIODONTICS (04000-04999)

04200 SURGICAL SERVICES	
04210 Gingivectomy or gingivoplasty - per sextant or quadrant (specify)	\$ 75.00
04220 Gingival curettage	\$ 15.00
04260 Osseous surgery (including flap entry and closure) per sextant or quadrant (please specify)	\$100.00
04262 Osseous graft-multiple site (including flap entry and closure)	\$150.00
04270 Pedicle soft tissue grafts	\$ 80.00
04271 Free soft tissue grafts	\$100.00
04272 Vestibuloplasty	\$100.00
04280 Periodontal pulpal procedures	\$100.00
04300 ADJUNCTIVE PERIODONTAL SERVICES	
04320 Provisional splinting - Intra-coronal ..	\$ 40.00
04321 Provisional splinting - extra-coronal ..	\$ 50.00
04330 Occlusal adjustment (limited)	\$ 20.00
04331 Occlusal adjustment (complete)	\$ 75.00
04340 Periodontal scaling and root planing (entire mouth)	\$ 70.00
04341 Periodontal scaling and root planing (fewer than 12 teeth)	\$ 25.00
04350 Tooth movement for periodontal purposes	\$100.00
04360 Special periodontal appliances (including occlusal guards)	\$ 75.00
04310 Emergency treatment (periodontal abscess, acute periodontitis, etc.)	\$ 15.00

PROSTHODONTICS, REMOVABLE (05000-05999)

05100 COMPLETE DENTURES	
05110 Complete upper	\$275.00

05120 Complete lower	\$275.00
05130 Immediate upper	\$275.00
05140 Immediate lower	\$270.00
05200 PARTIAL DENTURES-INCLUDING SIX MONTHS' POST-DELIVERY CARE	
05210 Upper or lower, without clasps, acrylic base	\$ 95.00
05220 Upper or lower with gold or chrome clasps with rest, acrylic base	\$150.00
05230 Lower with gold or chrome lingual bar and clasps, acrylic base	\$250.00
05250 Upper with gold or chrome palatal bar and clasps, acrylic base	\$275.00
05600 REPAIRS TO DENTURES	
05610 Repair broken complete or partial denture	\$ B/R*
05730 Relining upper or lower complete denture (office reline)	\$60.00
05740 Relining upper or lower partial denture (office reline)	\$ 50.00
05750 Relining upper or lower complete denture (laboratory)	\$ 55.00
05760 Relining upper or lower partial denture (laboratory)	\$100.00

PROSTHODONTICS, FIXED (06000-06999)

FIXED BRIDGES (EACH ABUTMENT AND EACH PONTIC CONSTITUTES A UNIT IN A BRIDGE)	
06200 BRIDGE PONTICS	
06210 Cast gold	\$150.00
06240 Porcelain-fused-to-metal	\$215.00
06250 Plastic-processed-to-metal	\$210.00
06500 REPAIR OF FIXED BRIDGES	\$ B/R*
06770 CROWNS AS ABUTMENTS	
06710 Plastic (acrylic)	\$140.00
06720 Plastic-processed-to-metal	\$150.00
06750 Porcelain-fused-to-metal	\$225.00
06780 Gold (¾ cast)	\$185.00
06790 Gold (full cast)	\$190.00

ORAL SURGERY (07000-07999)

07100 EXTRACTIONS	
07110 Single tooth	\$ 15.00
07120 Each additional tooth	\$ 15.00
07200 SURGICAL REMOVAL	
07210 Extraction of tooth, erupted	\$ 15.00
07220 Extraction of tooth, non-impacted ..	\$ 25.00
07230 Extraction of tooth, impacted	\$ 45.00
07250 Root recovery (surgical removal of residual root)	\$ 65.00
07270 Tooth replantation (includes splinting)	\$ 35.00
07300 ALVEOLOPLASTY (surgical preparation of ridge for dentures)	
07310 Alveoloplasty in conjunction with extractions	\$ 25.00
07320 Alveoloplasty NOT in conjunction with extractions	\$ 40.00
07500 SURGICAL INCISION	
07510 Incision and drainage of abscess, intraoral	\$ 13.00
07960 Frenulectomy separate procedure ..	\$ 40.00

GENERAL SERVICES (09000-09999)

09110 Palliative (emergency) treatment of dental pain, minor procedures	\$ B/R*
09910 Application of desensitizing medications (fluoride paste, silver nitrate, and so forth)	\$ 4.00

* B/R - BY REPORT