



Employer: \_\_\_\_\_

Employee Organization: \_\_\_\_\_

**SECTION IV: Increase in Base Salary Cost (for each year of New CNA)**

14 Total Base Salary Cost from Line 13: \$ \_\_\_\_\_

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	_____	_____	_____	_____	_____	_____
16 Cost of Salary Increments (\$)	_____	_____	_____	_____	_____	_____
17 Salary Increase Above Increments (\$)	_____	_____	_____	_____	_____	_____
18 Longevity Increase (\$)	_____	_____	_____	_____	_____	_____
19 Total Increased Cost for "Other" Items (\$)	_____	_____	_____	_____	_____	_____
20 Total Increase (\$) (sum of lines 16-19)	_____	_____	_____	_____	_____	_____

**SECTION V: Average Increase Over Term of New CNA**

- 21 Dollar Increase Over Life of Contract \$ \_\_\_\_\_ [Take sum of all amounts listed on Line 20 above]
- 22 Percentage Increase Over Life of Contract \_\_\_\_\_ % [Divide amount on Line 21 by amount on Line 14]
- 23 Average Percentage Increase Per Year \_\_\_\_\_ % [Divide percentage on Line 22 by number of years of the contract]

**SECTION VI: Other Economic Items Outside Base Salary and Increases**

24	Item Description	Base Year Cost (\$)	←Increases→					Year 6
			Year 1	Year 2	Year 3	Year 4	Year 5	
25	Totals (\$):							

**SECTION VII: Medical Costs**

Insurance Costs		Base Year	Year 1
26	Health Plan Cost	\$ _____	\$ _____
27	Prescription Plan Cost	\$ _____	\$ _____
28	Dental Plan Cost	\$ _____	\$ _____
29	Vision Plan Cost	\$ _____	\$ _____
30	Total Cost of Insurance	\$ _____	\$ _____

**SECTION VII: Medical Costs (continued)**

31 Employee Insurance Contributions \$ \_\_\_\_\_ \$ \_\_\_\_\_  
32 Contributions as % of Total Insurance Cost \_\_\_\_\_ % \_\_\_\_\_ %

33 Identify any insurance changes that were included in this CNA.

**SECTION VIII: Certification and Signature**

34 The undersigned certifies that the foregoing figures are true:

Print Name: Nadege D. Allwaters  
Position/Title: County of Passaic Office of the County Council  
Signature: [Handwritten Signature]  
Date: March 12, 2024

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us)

NJ Public Employment Relations Commission  
Conciliation and Arbitration  
PO Box 429  
Trenton, NJ 08625  
Phone: 609-292-9898

Revised 8/2016



**Collective Negotiations Agreement**

between the

**County of Passaic**

and

**Patrolmen's Benevolent Association Local 197A, Superior Officers Association**

*representing Correctional Superior Officers in the Passaic County Sheriff's Office*

for the period of

**January 1, 2024 to December 31, 2029**

**Prepared by:**

**The Office of the Passaic County Counsel**

**401 Grand Street, Room 214**

**Paterson, New Jersey 07505**

**Phone: (973) 881 – 4466**

**Fax: (973) 881 – 4072**

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## **ARTICLE I. WITNESSETH**

**WHEREAS**, the County of Passaic (“County”) and the Passaic County Sheriff Richard Berdnik (“Sheriff”) do recognize the Patrolmen’s Benevolent Association, Local 197A (“Union”) as the exclusive representative for the purpose of collective negotiations with respect to wages, hours of work, and other terms and conditions of employment for Correctional Superior Officers, exclusive in this Agreement, whose duties are supervisory; and

**WHEREAS**, the County, Sheriff and Union have agreed to the terms set forth in this Agreement, and having bargained in good faith and having mutually agreed; and

**NOW, THEREFORE, LET IT BE RESOLVED**, that the County, Sheriff and Union mutually agree that the following shall represent the Agreement reached as a result of collective negotiations for the contract years effective January 1, 2024 and shall remain in full force and effect until December 31, 2029, or until a successor Agreement is negotiated and executed, whichever shall last occur; and

**LET IT BE FURTHER RESOLVED**, that all terms set forth in this Agreement shall remain in full force and effect and shall continue to be paid until a successor Agreement is negotiated and executed by the County, Sheriff and Union.

## **ARTICLE II. PREAMBLE**

This Agreement has, for its purpose, the promotion of harmonious relations between the County, Sheriff, and Union, the establishment of equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work and other conditions of employment satisfactory to all Parties, and the avoidance of an interruption or interference with the efficient operation of the County and the Passaic County Sheriff’s Office (“Sheriff’s Office”), which is essential to the well-being of the citizens of the County.

Effective October 11, 2016, the title of Warden and Deputy Warden will no longer be a recognized title in the CNA. This will not affect the person(s) holding this title as of October 11, 2016, only those holding the titles in the future.

## **ARTICLE III. GRIEVANCE PROCEDURE**

A grievance shall be any difference of opinion, controversy or dispute arising between the County, Sheriff and Union, hereto relating to any matter of wages, hours, disciplinary action and working conditions, or any dispute between the Parties involving interpretation or application of any provision of this Agreement.

The County, Sheriff and Union mutually agree to the following grievance steps:

1. **First Step.** The employee of the Union shall present the grievance in written form to the employee’s immediate Shift Commander within ten (10) days of its occurrence. The Shift Commander shall then attempt to adjust the matter and shall respond in writing to the employee within ten (10) working days.

2. **Second Step.** If the grievance has not been settled, it shall be presented in writing by a Union Representative to the appropriate Division Head, within ten (10) days after the Shift Commander's response is received or due. The Division Head shall then respond in writing to the Union Representative within ten (10) working days.
3. **Third Step.** If the grievance still remains unsettled, it shall be presented in writing by the Union Representative to the Sheriff within ten (10) days after response of the Division Head is received or due. The Sheriff or his designated representative shall respond in writing to the Union Representative within ten (10) working days.
4. **Fourth Step.** If the grievance is still unresolved within ten (10) days after written notice is received or due from the Sheriff, either party, the Union or County, may request binding arbitration of the grievance, pursuant to the Public Employment Relations Commission ("PERC") rules and regulation, N.J.A.C. 19:12-5.1, et seq. The cost of arbitration shall be borne equally by the County and Union.

#### **ARTICLE IV. MANAGEMENT RIGHTS**

The County and Sheriff retain the rights, in accordance with applicable laws and procedures to:

1. Direct employees.
2. Hire, promote, transfer, assign and retain employees in positions within the Sheriff's Office, as well as to suspend, demote, discharge or take reasonable disciplinary action against employees.
3. Relieve employees from duties because of lack of work or other legitimate reasons.
4. Maintain the efficiency of the government operations entrusted to the County and Sheriff.
5. Determine the methods, means and personnel by which such operations of the Sheriff's Office are to be conducted.
6. Take whatever action may be necessary to carry out the mission of the Sheriff's Office in situations of emergency.
7. Take disciplinary action when the employee fails to comply with reasonable management requests.

#### **ARTICLE V. WORK WEEK & HOURS OF WORK**

1. All employees assigned to the continuous operation of the Passaic County Corrections Unit shall have a workweek inclusive of two (2) weekends, consisting of four (4) consecutive days on and two (2) consecutive days off ("4 & 2") or five (5) consecutive days on and two (2) consecutive days off ("5 & 2").
  - a. The basic hours of work for a 4 & 2 employee shall be as follows:
    - i. 7:00 AM to 3:00 PM;

- ii. 3:00 PM to 11:00 PM; and
    - iii. 11:00 PM to 7:00 AM.
  - b. All 4 & 2 employees shall be allowed one (1) thirty (30) minute lunch period at a time and in an area designated by the Supervisor.
  - c. The basic hours for a 5 & 2 employee shall be from 8:00 AM to 4:00 PM.
  - d. All 5 & 2 employees shall be allowed one (1) thirty (30) minute lunch period.
2. As a condition of employment, employees must be available to work any and all shifts as needed to maintain the efficient operation of the Sheriff's Office.
  3. When necessary, employees may be placed on staggering starts and finishes.
  4. If an employee is more than thirty (30) minutes late in reporting without good cause, the Sheriff or his designee may send the employee home for the balance of the working day, in which event the employee shall not receive any pay for that day.
  5. The Parties agree to meet for the purpose of considering alternative schedules. Such alternative schedules shall be implemented upon mutual agreement, which shall be reduced to writing and signed by the Sheriff and Union.
  6. Except in emergent situations, one (1) week advanced notice shall be given to an officer prior to any non-emergent shift change.

#### **ARTICLE VI. OVERTIME PAYMENT**

1. For Correctional Officers, time and one half (1 ½) the employee's regular rate of pay shall be paid in fifteen (15) minute segments after such employee has worked ten (10) minutes beyond the normal eight (8) hours of work shift for both 4 & 2 and 5 & 2 personnel, provided that such employee reported for work on time for their original shift and further provided that said employee worked the full shift.
2. If an employee is scheduled to work on a day normally scheduled as the employee's day off and the employee has otherwise worked a regular schedule during the workweek (sick, personal, vacation and holiday time are considered part of the workweek), such employee shall be paid at the rate of time and one half (1 ½) the employee's base pay.
3. Whenever an employee is required to appear in court for a job-related incident at a time other than the employee's regular duty hours, the employee shall be paid time and one half (1 ½) for the time spent in court. The court time minimum for calculation purposes shall be two (2) hours of overtime pay.
4. Effective January 1, 2004, all officers recalled to duty shall be guaranteed a minimum of two (2) hours of overtime compensation.

5. In lieu of overtime compensation, any employee assigned to the K-9 Unit will be entitled to one (1) hour per day, during their shift, to care for the employee's canine. The one (1) hour shall be the first thirty (30) minutes of the employee's shift and the last thirty (30) minutes of the employee's shift. The Union and its members expressly acknowledge and agree that they shall not be entitled to any additional compensation, benefits or overtime in connection with the care of their canine, except for additional required K-9 training programs or clinics that have the prior written approval of the Sheriff and/or his designee.

#### ARTICLE VII. SALARIES

1. Base annual wages for employees covered by this Agreement shall be as set forth in the Salary Guide attached hereto as **Schedule A**. The salary schedules shall be modified at each step and rank by the following percentages on each effective date.
  - a. Effective January 1, 2024, the Salary Guide shall be modified as reflected in Schedule A and employees that are not on the top step of the salary guide for their rank shall receive an increment in accordance with the language reflected in Article VIII. Increments, Longevity & Senior Officer Pay, Sections 1, 2 and 3, and all of those employees "off guide" shall receive a two percent (2%) cost of living adjustment in his/her salaries.<sup>1</sup>
  - b. Effective January 1, 2025, the Salary Guide shall be modified as reflected in Schedule A and employees that are not on the top step of the salary guide for their rank shall receive an increment in accordance with the language reflected in Article VIII. Increments, Longevity & Senior Officer Pay, Sections 1, 2 and 3, and all of those employees "off guide" shall receive a two percent (2%) cost of living adjustment in his/her salaries.
  - c. Effective January 1, 2026, the Salary Guide shall be modified as reflected in Schedule A and employees that are not on the top step of the salary guide for their rank shall receive an increment in accordance with the language reflected in Article VIII. Increments, Longevity & Senior Officer Pay, Sections 1, 2 and 3, and all of those employees "off guide" shall receive a two percent (2%) cost of living adjustment in his/her salaries.
  - d. Effective January 1, 2027, the Salary Guide shall be modified as reflected in Schedule A and employees that are not on the top step of the salary guide for their rank shall receive an increment in accordance with the language reflected in Article VIII. Increments, Longevity & Senior Officer Pay, Sections 1, 2 and 3, and all of those employees "off guide" shall receive a two percent (2%) cost of living adjustment in his/her salaries.
  - e. Effective January 1, 2028, the Salary Guide shall be modified as reflected in Schedule A and employees that are not on the top step of the salary guide for their rank shall receive an increment in accordance with the language reflected in Article VIII. Increments, Longevity & Senior Officer Pay, Sections 1, 2 and 3, and all of those employees "off guide" shall receive a two percent (2%) cost of living adjustment in his/her salaries.

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<sup>1</sup> An "off guide" employee is one that is currently being paid a salary for his or her rank that is greater than the highest annual salary reflected in the attached salary guide. If during any year of the Agreement, whereby the Salary Guide step movement is greater than the cost of living increase set forth herein, said employee shall receive the higher of the two salary increases.



- f. Effective January 1, 2029, the Salary Guide shall be modified as reflected in Schedule A and employees that are not on the top step of the salary guide for their rank shall receive an increment in accordance with the language reflected in Article VIII. Increments, Longevity & Senior Officer Pay, Sections 1, 2 and 3, and all of those employees “off-guide” shall receive a two percent (2%) cost of living adjustment in his/her salaries.
2. All E.M.T.’s will be paid an additional one thousand (\$1,000.00) dollars per year incorporated into their base salary. This additional one thousand (\$1,000.00) dollars will cease immediately if the employee fails re-certification. All costs in obtaining an initial E.M.T. certification will be paid by the employee. However, an employee who seeks to obtain an E.M.T. certification may, with the Sheriff’s approval, receive their certification from the Passaic County Community College at the employer’s expense.
3. When an employee is promoted from his/her permanent title to an unclassified title and serves in that capacity for ten (10) or more years, the employee shall be considered grandfathered with regard to salary, terms and conditions of employment. If the employee is returned to his/her original title after ten (10) years, the salary and all benefits shall also be grandfathered to that employee and shall be frozen until the original permanent title’s salary increases to the employee’s grandfathered salary, in accordance with future wage adjustments to scales that may be negotiated in successive agreements. For example, in the event a Union member holding the rank of Undersheriff, Chief, etc. for ten (10) or more years, is demoted back to his/her original title, his/her salary will not be reduced. The salary will be frozen until the original title’s salary would catch up.

**ARTICLE VIII. INCREMENTS, LONGEVITY & SENIOR OFFICER PAY**

During the term of this Agreement, increments to which the employees are entitled to shall be awarded as follows:

1. All employees whose anniversary date falls between January 1st and June 30th shall receive the increment to which they would have been entitled to on their anniversary date, retroactive to January 1st of the Agreement year.
2. All employees whose anniversary date falls between July 1st and December 31st shall receive the increment to which they would have been entitled to on their anniversary date, retroactive to July 1st of the Agreement year.
3. An employee’s anniversary date shall be determined based upon the employee’s initial date of promotion as a supervisor within their title, as defined by the Civil Service Commission.
4. Length of employment for all new employees will be determined by length of service with the County.
5. Longevity pay shall be determined by the length of employment<sup>2</sup> as follows:

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<sup>2</sup> As of January 1, 1992, length of employment for all new employees will be determined by length of service with the County.

- a. Two percent (2%) of base pay at the beginning of seven (7) years;
  - b. Four percent (4%) of base pay at the beginning of ten (10) years;
  - c. Six percent (6%) of base pay at the beginning of fifteen (15) years;
  - d. Eight percent (8%) of base pay at the beginning of twenty (20) years; and
  - e. Ten percent (10%) of base pay at the beginning of twenty-five (25) years.
6. All employees hired subsequent to January 1, 2017 shall be entitled to "senior officer pay" in lieu of longevity pursuant to the following schedule:
- a. Twenty-five hundred dollars (\$2,500.00) added to the base pay of the employee after fifteen (15) years of service;
  - b. Thirty-five hundred dollars (\$3,500.00) added to the base pay of the employee after twenty (20) years of service; and
  - c. Five thousand dollars (\$5,000.00) added to the base pay of employees after twenty-four (24) years of service.

**ARTICLE IX. NIGHT DIFFERENTIAL**

- 1. Employees working on shifts whose working hours fall between 3:00 PM and 7:00 AM shall receive, in addition to their regular pay, an additional ten percent (10%) of their base salary which shall be incorporated in the base pay of the employee. This ten percent (10%) night differential shall be divided equally into the number of pay periods in each year, and said amount, incorporated into the base salary, shall be paid each regular pay. Said amount shall also be paid to all employees working the second and third shifts when on vacation, personal, sick and holiday leave.
- 2. An additional ten percent (10%) may also be paid to employees who do not strictly fall into the above categories if their responsibilities sometimes call for odd hours, and if authorized by the Sheriff or his designee.
- 3. Effective January 1, 2000, the current night differential paid to employees working the 11:00 PM to 7:00 AM shift will decrease to five percent (5%) for all new employees hired after January 1, 2000.
- 4. Night differential paid to employees working the 3:00 PM to 11:00 PM shift will decrease to five percent (5%) for all new employees hired after October 11, 2016.

**ARTICLE X. VACATION, SICK, PERSONAL AND BEREAVEMENT LEAVES**

- 1. **Vacation Leave.**
  - a. Provided vacation requests are submitted by January 15th of each year, such requests will be granted on the basis of seniority of service within the Corrections Unit of the Sheriff's Office. If an employee requests time off on a holiday and it is granted, no additional time off will be granted for being on vacation, etc. on a holiday.
  - b. Vacation time shall be granted as follows:

YEARS OF SERVICE	ANNUAL VACATION DAYS
1 – 5 years	12
6 – 10 years	15
11 – 15 years	18
16 – 20 years	20
Over 20 years	22

- c. It shall be duly noted that at no time shall any employee covered by this Agreement have more than two (2) years vacation time accumulated without permission from the employee's Division Head. An employee who becomes ill during vacation leave shall be charged sick time. The County and/or Sheriff may demand a doctor's certification of same.
- d. New employees hired after October 11, 2016 shall be subject to the following vacation schedule:

YEARS OF SERVICE	ANNUAL VACATION DAYS
1 – 8 years	12
9 – 14 years	15
15 – 19 years	18
Over 20 years	20

2. **Sick Leave.**

- a. Every employee covered by this Agreement shall earn payment for absence due to illness at a rate of fifteen (15) days per year, which shall accumulate at the rate of one and one fourth (1 ¼) days per month. Unused sick days shall be cumulative from year to year.
- b. After an employee has used ten (10) or more sick days in any calendar year, the County shall have the right to demand that the employee furnish a doctor's note to the effect that the employee was in fact ill.
- c. After the employee has used five (5) consecutive sick days, the County and/or Sheriff shall have the right to demand that the employee furnish a note from the employee's doctor that the employee was in fact ill.
- d. Upon retirement, all employees shall receive payment for accumulated sick time in the amount of fifty percent (50%) of the accumulated sick time up to a maximum amount of fifteen thousand dollars (\$15,000.00).

3. **Personal Leave.**

- a. Every employee covered by this Agreement shall be allowed three (3) days personal leave with pay per year, provided that the Division Head be notified of such leave at least three (3) days in advance, except in emergency situations.
- b. Approval of personal leave requests by the Division Head shall not be unreasonably withheld.

- c. Such leave shall not be cumulative from year to year. However, all unused personal leave days shall be paid to the employee at the end of the year, if the days were denied.

4. **Bereavement Leave.**

Employees are entitled to three (3) consecutive calendar days leave of absence for the death of an employee's immediate relative.

Bereavement Leave shall not extend beyond three (3) consecutive calendar days immediately following the death or funeral of a family member unless approved by the Sheriff. "Immediate Relative" includes spouse, civil union partner, child, parent, stepchild, stepparent, sibling, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during Bereavement Leave. Employees may be asked for proof at the discretion of the Department of Human Resources or Administration.

An additional day shall be given in the event of the employee's spouse or children's death.

**ARTICLE XI. HOLIDAY COMPENSATION**

- 1. The following days are recognized paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth (third Friday of June)	½ Day Christmas Eve
Columbus Day	Christmas Day
Independence Day	½ Day New Year's Eve

- 2. Those employees having a 4 & 2 workweek shall be granted fifteen (15) compensatory days in lieu of holiday pay.
- 3. Those employees having a 5 & 2 workweek shall be compensated as follows:
  - a. Recognized holidays that fall on a Saturday shall be celebrated on the preceding Friday.
  - b. Recognized holidays that fall on a Sunday shall be celebrated on the succeeding Monday.
- 4. In the event that Article XI. Holiday Compensation, Section 3, Subsection (a) or (b) is countermanded by the Sheriff and/or an order of the courts requiring the services of the employees, the affected employees shall be granted equal compensatory time off in recognition of the holiday.

## **ARTICLE XII. LEGAL DEFENSE OF OFFICERS CRIMINAL/CIVIL ACTIONS**

### Indemnification and Representation Policy.

#### 1. **Covered Employees.**

The County recognizes the value and importance of having its employees diligently and faithfully execute their respective duties for the benefit of the County and its residents. Therefore, to further the objectives of the County and in accordance with applicable law, it is the policy of the County to indemnify and defend its officers and employees against legal action brought against them in connection with their official duties and responsibilities to the maximum extent provided by law, pursuant to the procedures set forth in this Article XII. Legal Defense of Officers Criminal/Civil Actions.

#### 2. **Mandatory Indemnification.**

##### a. **Obligation to Indemnify.**

The County recognizes that it may be required by law to indemnify and defend certain employees against criminal and civil actions brought against them in the course of their duties. In cases in which the County is required by law to provide such indemnification and defense, the following principles shall apply.

##### b. **Procedures.**

Any employee seeking indemnification and/or legal defense from the County under the terms of any constitutional provision, statute, regulation or other applicable law requiring same shall promptly make a written request for legal representation to the Office of the Passaic County Counsel through his or her chain of command. The written request shall include the following information: (1) the name of the officer seeking legal representation and indemnification; (2) the employee's current assignment; and (3) copies of any pleadings, complaints, subpoenas or other legal documents or process issued to the employee requesting indemnification.

##### c. **Investigation, Indemnification and Representation by the County, Sheriff and/or Passaic County Board of County Commissioners ("Board").**

Upon receiving a written request for indemnification and representation, the Passaic County Counsel, acting on behalf of the County, Sheriff and/or Board, shall determine whether to (1) grant the request for indemnification and/or a defense in its entirety; (2) deny the request for indemnification and/or a defense in its entirety; or (3) grant or deny the request for indemnification and/or a defense in part and reserve the County's rights as to the balance of the request, to the extent appropriate. In circumstances where County Counsel has granted a defense and request for indemnification, same may be revoked if the employee refuses or otherwise conducts him or herself in a manner uncooperative in his or her own defense.

If the County, Sheriff and/or Board refuses to provide for the defense of an employee, the employee or former employee shall be entitled to indemnification if he or she establishes that the act or omission upon which the claim or judgment was based occurred within the scope of their employment as an employee of the County, and the County, Sheriff and/or Board fails to establish that they acted or failed to act because of actual fraud, actual malice or willful misconduct.

If the employee establishes that he or she was entitled to a defense under the provisions of this Agreement or New Jersey law, the County, Sheriff and/or Board shall pay or reimburse the employee for any bona fide settlement agreements entered into by the employee, and shall pay or reimburse the employee for all costs of defending the action, including reasonable counsel fees and expenses, together with costs of appeal, if any.

Nothing in this Article requires the County, Sheriff and/or Board to pay for punitive or exemplary damages or damages resulting from the commission of a crime. The County, Sheriff and/or Board may indemnify an employee for exemplary or punitive damages resulting from the employee's civil violation of State or Federal law if, in the opinion of County Counsel, the acts committed by the employee upon which the damages are based did not constitute actual fraud, actual malice, willful misconduct or an intentional wrong.

A claim for reimbursement shall be filed by the employee within the time and in the manner provided for claims for damage or injury under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

d. Choice of Counsel—Civil Matters.

In civil cases in which an employee is named as a defendant in actions for damages related to personal injury, property damage or other civil actions, the County Counsel shall, upon determining that the case arises within the scope of the employee's employment, refer the matter to counsel selected by the Board. However, nothing in this Article XII. Legal Defense of Officers Criminal/Civil Actions shall be construed as limiting the discretion of the County Counsel to assign any case to attorney(s) employed by the County in the Office of the Passaic County Counsel when the County Counsel deems it appropriate. Regardless of counsel selected, the County shall have the sole discretion to settle, compromise or otherwise dispose of any claim for which it grants indemnity and/or a defense under this Article XII. Legal Defense of Officers Criminal/Civil Actions.

e. Conflict of Interest.

In civil cases in which both the County and the employee are named defendants and in which it is determined that the matter arose within the scope of the official duties of the employee in the manner provided herein, and the County Counsel or the attorney assigned to defend the matter reasonably believes, pursuant to the Rules of Professional Conduct as adopted by the court in which the matter is pending, that an actual or potential conflict of interest exists which warrants that the County and the employee be represented by separate counsel, the following procedure shall apply. In all cases to which this subsection applies, the County Counsel shall: (1) advise the employee that a conflict or potential conflict



exists; and (2) advise the employee that the County will provide a defense by approved counsel selected by the County in accordance with the County's procedures for assigning outside counsel. In all such cases, the County shall retain the sole discretion to settle, compromise or otherwise dispose of any claim for which it grants indemnity and/or a defense under this Article XII. Legal Defense of Officers Criminal/Civil Actions, including those in which counsel is assigned pursuant to this section.

f. Choice of Counsel—Criminal Matters.

Employees seeking statutory indemnification and defense in criminal actions or proceedings directly arising from their official duties shall be entitled to representation by an attorney designated by the County Council, in accordance with the County's procedures for assigning outside counsel. Employees seeking indemnification in criminal actions shall retain the option of seeking counsel of their own choosing. However, nothing in this Article XII. Legal Defense of Officers Criminal/Civil Actions shall require the County to reimburse the employee for legal fees or expenses for representation retained outside of the procedures as set forth in this Article.

g. Reservation of Rights.

Nothing in Article XII. Legal Defense of Officers Criminal/Civil Actions shall be construed to impose any liability on the County for damages or attorney's fees incurred by an officer or employee in either of the following situations: (1) any criminal case in which the employee is found guilty of any wrongdoing; or (2) any criminal or civil case in which the employee is found to be acting outside the scope of his or her official duties for an unlawful purpose. In addition, nothing in this Article shall be construed to impose any direct liability on the County for punitive damages assessed against any employee.

3. Permissive Indemnification.

a. Policy in Favor of Indemnification.

Article XII. Legal Defense of Officers Criminal/Civil Actions shall be applicable only to civil and criminal cases which arise directly from an employee's official duties. This Article shall not apply to any situation in which an employee is subpoenaed or otherwise requested to appear before a federal or State grand jury.

b. Procedures.

Employees seeking permissive indemnification shall adhere to the procedures as set forth in this Article XII. Legal Defense of Officers Criminal/Civil Actions.

c. Choice of Counsel.

All provisions set forth in Article XII. Legal Defense of Officers Criminal/Civil Actions shall apply when a request is made by an employee for permissive indemnification.

d. Reservation of Rights.

In accordance with N.J.S.A. 59:10-4, nothing in Article XII. Legal Defense of Officers Criminal/Civil Actions shall be construed to impose any liability on the County for damages or attorney's fees in the following situations: (1) in any criminal case in which the employee is found guilty of any criminal charge; (2) in any criminal or civil case in which the employee is found to have acted outside the scope of his or her official duties, or for any unlawful purpose; or (3) in any criminal or civil case in which the County Counsel determines the employee seeking indemnification and/or defense committed acts and/or omissions constituting actual fraud, actual malice, willful misconduct or an intentional wrong.

**ARTICLE XIII. EDUCATION**

1. The County represents that time off without penalty shall be granted to those employees enrolled in approved law enforcement related training courses, subject to the needs of the Sheriff and/or County.
2. Any employee who enrolls in and attends a course in law enforcement related studies at an accredited institution or college approved by the Middle State Association Colleges and Secondary Schools, shall be paid fifty (\$50.00) dollars per credit, yearly.
3. All of the aforementioned courses must be approved in advance by the Sheriff and shall be paid during the first quarter of the calendar year. In addition, those employees who have attained or hereinafter attain a college degree, shall receive an annual educational increment as follows:
  - a. Associate Degree - \$1,500.00
  - b. Bachelor Degree - \$2,500.00
  - c. Graduate Degree - \$3,500.00
4. Only one degree is payable at a time to employees covered under this Agreement.

**ARTICLE XIV. MEDICAL BENEFITS**

1. **Health Insurance.**
  - a. For the EPO Plan, co-pays for primary care physician office visits for participating providers shall be twenty dollars (\$20.00). The deductible for health insurance for participating providers shall be zero dollars (\$0.00) for single coverage and zero dollars (\$0.00) for family coverage. Out of pocket maximum contributors for participating providers shall be two thousand five hundred dollars (\$2,500.00) for single coverage and five thousand dollars (\$5,000.00) for family coverage.
  - b. For the POS Plan, co-pays for primary care physician office visits for participating providers shall be twenty dollars (\$20.00) and sixty percent (60%) after deductible for non-participating providers. The deductible for health insurance for participating providers shall be zero dollars (\$0.00) for single coverage and zero dollars (\$0.00) for family coverage.

The deductible for non-participating providers shall be two thousand dollars (\$2,000.00) for single coverage and four thousand dollars (\$4,000.00) for family coverage. Out of pocket maximum contributions for participating providers shall be five thousand dollars (\$5,000.00) for single coverage and ten thousand dollars (\$10,000.00) for family coverage. Out of pocket maximums for non-participating providers shall be five thousand dollars (\$5,000.00) for single coverage and ten thousand dollars (\$10,000.00) for family coverage.

c. Prescription Benefits.

i. *Prescription Refills.* Employees will be able to fill a thirty (30) day supply for long-term medications at any non-CVS pharmacy of their choice. For ninety (90) day supplies, medications must be filled at any CVS retail or CVS mail order pharmacy.

ii. *Three Tier Copays.* Employees co-pays for prescription benefits will be paid according to the following rates:

1. Tier One: Generic Drugs (\$5.00 Brand – Plan 1)

Prescription Type	Co-Pay
Retail generics	\$0.00
Retail preferred brands	\$5.00
Retail non-preferred brands	\$20.00
Mail generics	\$0.00
Mail preferred brands	\$5.00
Mail non-preferred brands	\$20.00
Preventive retail generics	\$0.00
Preventive retail preferred brands	\$5.00
Preventative retail non-preferred brands	\$20.00
Preventative mail generics	\$0.00
Preventative mail preferred brands	\$5.00
Preventative mail non-preferred brands	\$20.00
Specialty retail generics	\$0.00
Specialty retail preferred brands	\$5.00
Specialty retail non-preferred brands	\$20.00
Specialty mail generics	\$0.00
Specialty mail preferred brands	\$5.00
Specialty mail non-preferred brands	\$20.00

2. Tier Two: Preferred Brands (\$10.00 Brand – Plan 2)

Prescription Type	Co-Pay
Retail generics	\$0.00
Retail preferred brands	\$10.00
Retail non-preferred brands	\$25.00
Mail generics	\$0.00
Mail preferred brands	\$10.00

Mail non-preferred brands	\$25.00
Preventative retail generics	\$0.00
Preventative retail preferred brands	\$10.00
Preventative retail non-preferred brands	\$25.00
Preventative mail generics	\$0.00
Preventative mail preferred brands	\$10.00
Preventative mail non-preferred brands	\$25.00
Specialty retail generics	\$0.00
Specialty retail preferred brands	\$10.00
Specialty retail non-preferred brands	\$25.00
Specialty mail generics	\$0.00
Specialty mail preferred brands	\$10.00
Specialty mail non-preferred brands	\$25.00

iii. *Generic Prescriptions.* When a generic prescription is available, but the pharmacy dispenses the brand per the employee or physician's request, the employee will pay the difference between the brand discount and generic discount, in addition to the generic copayment.

- d. All employees shall no longer be permitted to enroll in the County's Traditional Healthcare Plan. All employees still enrolled in the Traditional Healthcare Plan shall exit the Traditional Healthcare Plan no later than January 22, 2021 or as soon thereafter as practicable.
- e. Upon retirement, the County will continue to provide and pay for the above programs. The County reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are equivalent to or better than those provided by the policies in effect on the date of this Agreement.
- f. All employees in the Union shall be subject to the contributions outlined in Chapter 78 of Public Law 2011.
- g. All employees hired after October 11, 2016, upon retirement and twenty-five (25) years of service to the County, shall be entitled to enroll only in Meritain Health EPO Plan or an equivalent plan that may be offered.
- h. Effective October 11, 2016, all out of network charges will be paid at one hundred and eighty percent (180%) of the rate established by the Center for Medicare and Medicaid Services ("CMS") in 2017 and one hundred and fifty percent (150%) of the rate established by CMS in 2018.

2. **Dental Coverage.**

See the document attached hereto as **Schedule B.**

3. **Disability Plan.**

- a. The County shall provide a disability plan for each employee. At present, this is a self-funded plan using the State of New Jersey guidelines.
- b. As of January 1, 1997, these benefits are two-thirds (2/3s) of your pay week; the maximum benefit is three hundred fifty (\$350.00) dollars per week for a maximum period of twenty-six (26) weeks. There are no extensions.
- c. After twelve (12) weeks, the employee is responsible for paying the monthly premiums listed below:

<b>BENEFIT</b>	<b>SINGLE</b>	<b>HUSBAND/WIFE</b>	<b>FAMILY</b>	<b>PARENT/CHILD</b>
Hospitalization	\$301.64	\$580.05	\$691.91	\$435.74
Prescription	\$32.25	\$74.54	\$74.54	\$39.27
Dental (Delta)	\$16.15	N/A	N/A	N/A
Dental (Horizon)	\$10.76	N/A	N/A	N/A
Life Insurance	\$2.04	N/A	N/A	N/A

4. **Work Incurred Injury.**

- a. Where an employee covered under this Agreement suffers a work-related injury or disability, the County shall continue such employee at a full pay during continuance of such employee's inability to work.
- b. During this period of time, all temporary disability benefits accruing under the provisions of the New Jersey Workers' Compensation Law shall be paid over to the County. Injury or illness incurred while the employee is attending a County-sanctioned training program shall be considered in the line of duty.

5. **Life Insurance.**

- a. The County will continue to provide and pay for life insurance policy for each employee in the minimum amount of ten thousand dollars (\$10,000.00).
- b. In the event the employee dies while employed by the County, said dead benefit is to be increased to twelve thousand dollars (\$12,000.00), provided the employee has enough accumulated sick time such that paying for half of it would raise it to twelve thousand dollars (\$12,000.00). If not, it will be paid proportionately.
- c. If the County elects to purchase insurance as opposed to the self-insurance model, the County shall present the Union with proof of coverage annually during the month that renewal of the policy is due. Should the County make the decision to change insurance carriers, it shall notify the Union of its intent to do so and present the Union with proof of coverage once the new policy is bound and secured. Under no circumstances shall the

policy be secured with any insurance or indemnity company that does not hold a minimum of "A" rating.

6. **Survivors Benefits.**

Surviving spouse and children coverage shall extend for nine (9) months after the date of death of the active employee. In the event that an employee is killed in the line of duty or dies from injuries sustained while discharging their duties, the County shall pay, without delay, the sum of ten thousand dollars (\$10,000.00) toward funeral expenses to the employee's surviving family regardless of the amounts paid for such expenses from other sources.

**ARTICLE XV. MISCELLANEOUS**

1. No change(s) to this Agreement shall occur without written agreement between the Parties.
2. Should any portion of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to that specific portion of the Agreement affected by such decision of the court, whereupon those parties agree to immediately negotiate a substitute for the invalidated portion thereof.
3. Except as otherwise provided herein, all benefits, which employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the County during the term of this Agreement. The personnel policies and regulations of this department, established for all employees of all divisions, which have mutually agreed upon and are in effect, shall continue to be applicable to all officers except as otherwise provided herein.
4. The County agrees that it shall not discriminate against any officer during the term of this Agreement with respect to hours, wages or terms of or conditions of employment, including loss of income, change of assignment or demotion, by reason of his/her membership in the Union and its affiliates participating in any activities, collective negotiations with the County or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.
5. The County agrees to make available to the Union in response to reasonable request from time to time, all available information in the public domain.
6. Whenever any representative of the Union is scheduled to participate in negotiations, grievances, conventions or any Union business during work hours, she/he shall suffer no loss of pay provided a written request is submitted for approval prior to the event.
7. Employee seniority shall be based upon length of continuous, permanent service in the Sheriff's Office. Elapsed time on leave without pay shall be deducted there from. All appropriate Civil Service laws, rules and regulations shall apply.
8. The County agrees to deduct the Union's monthly membership dues from the pay of those employees who authorize such deductions in writing, pursuant to N.J.S.A. 52:14-15.9e. The amounts so deducted shall be remitted to the Union by the tenth (10th) day of the succeeding month



after which deductions are made, together with a list of names of the employees from whom deductions are made.

9. **Retirement.**

- a. All employees covered under this Agreement should apply three (3) to six (6) months prior to retirement at the Department of Human Resources. The employee must bring the following:
  - i. Employee's birth certificate;
  - ii. Birth certificate of the employee's spouse;
  - iii. Marriage certificate;
  - iv. Divorce papers, if applicable; and
  - v. Birth certificate of any child under the age of eighteen (18).
- b. The retirement benefits are explained in the Police and Firemen's Retirement System ("PFRS") pension booklet, attached hereto as **Schedule C**, and the Public Employees Retirement System ("PERS") pension booklet, attached hereto as **Schedule D**. The County shall continue to provide and pay for medical/hospitalization and prescription coverage and for all retired employees in the Union as outlined in the attached Medical Coverage Booklet addendum.
- c. It is noted, upon application for retirement that the employee may not be out without a doctor's note for more than one hundred twenty (120) working days prior to retirement.
- d. The County shall pay in full, all medical and prescription premiums for all members who retire with twenty-five (25) years of service or more. For those members who retire with less than twenty-five (25) years of service, the employee shall pay the following monthly amount to the County toward Medical Coverage premiums:

i. For single coverage	\$45.66
ii. For husband/wife	\$82.90
iii. Family	\$102.86
iv. Parent & child	\$68.82
- e. All members who file for retirement during the term of this Agreement shall be fully vested with all the terms of this Agreement, including but not limited to wages, medical, prescription or any other terms or conditions listed herein. Said benefits and the retirees' entitlement thereto shall be unaffected by future changes to subsequent contracts. This provision shall survive the expiration of the Agreement.
- f. All employees hired after October 11, 2016 shall be entitled to health insurance upon retirement paid for by the employer, through the County so long as they are employed for twenty-five (25) years with the County in any capacity and must have at least twenty-five (25) years of credited service in a State approved retirement system.

10. **On Duty Status.**

While on any volunteer Special Emergency Response Team (“SERT”) detail, including training, the employee is considered “on duty” for insurance, pension, and other terms as outlined in this Agreement. However, no payment of overtime, straight time, etc. is paid whatsoever.

Union members who work Union jobs are considered “on duty” for pension purposes, provided the money is paid through the County payroll.

11. The County shall have this final Agreement printed and shall provide fifty (50) copies to the Union President within thirty (30) days of contract execution. The County and Union will split the printing costs for these copies, with each party paying fifty percent (50%) of the cost.
12. To the extent practicable separate locker room facilities shall be provided and maintained for male and female officers. However, the decision to provide and/or maintain separate locker room facilities shall be made at the sole discretion of the Sheriff or his designee.
13. To the extent the County has the capability, the County shall provide a direct deposit option to the banking institution of the officer’s choice.

14. **Uniforms.**

- a. Employees shall be responsible for all costs associated with the care, maintenance, alteration, repair, replacement, cleaning, dry cleaning and/or rental of his or her uniform. The Union and members of the Union further expressly acknowledge and agree that they shall not be entitled to any additional compensation, benefits or overtime in connection with the care, maintenance, alteration, repair, replacement, cleaning, dry cleaning and/or rental of his or her uniform, including, but not limited to shirts, pants, jackets, hats, coats, buttons, badges, belts, holsters and other leather. However, if the Sheriff orders a uniform change, then the County shall pay for said change.
- b. The cost of repair/replacement of any/all damages to Class B uniforms worn by sworn officers occurring in the line of duty shall be reimbursed by the Sheriff’s Office.
- c. In the event that a uniform becomes damaged and/or unserviceable in the performance of his/her duty, the officer shall submit the following reports to their respective Tour Commander for approval through the chain of command for reimbursement.
  - i. A copy of the arrest or incident report describing the incident in which the uniform was rendered damaged or unserviceable.
  - ii. An additional report describing the damages to the uniform and request for reimbursement.
  - iii. An itemized invoice of the items repaired/replaced.

- d. Tour Commanders will review all reports to ensure that the request for reimbursement meets the criteria of line of duty damage.
- e. Tour Commanders will enter the approved request for reimbursement into e-requester using the officer's name as the vendor and attach the damage report and invoice to the request for final administrative approval.

15. The County at its discretion can change from a bi-weekly payroll to a bi-monthly payroll.

#### **ARTICLE XVI. CEREMONIAL ACTIVITIES**

Whenever a sworn law enforcement officer, as defined by N.J.S.A. 43:15A-97, is killed in the line of duty in the State of New Jersey, the County agrees to send a minimum of two (2) uniformed supervisors to participate in funeral services for the said deceased law enforcement officer, so long as the funeral services take place within the State of New Jersey or, if outside of the State of New Jersey, within a fifty (50) mile radius of the Sheriff's Headquarters or, when constructed, the new intake processing hub constructed at the site of the former Passaic County Jail located at 11 Marshall Street, Paterson, New Jersey 07505.

Subject to availability of same, the County will permit one (1) County vehicle to be utilized by the members in the funeral service. Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Sheriff's Office.

#### **ARTICLE XVII. DEPARTMENTAL INVESTIGATIONS**

In an effort to ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, all such investigations will be conducted in compliance with the New Jersey Attorney General's guidelines and N.J.S.A. 40A:14-147.

#### **ARTICLE XVIII. WAIVER**

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled to by law.

#### **ARTICLE XIX. DETECTIVE SUPERVISOR STIPEND**

1. All Detective Supervisors in the following Divisions: Internet Crimes Unit (ICU), Crime Scene Investigations (CSI), Bureau of Narcotics (BON), Warrants, Special Investigations Division (SID) and Criminal Investigations Division (CID) shall receive an annual pensionable stipend of five thousand five hundred dollars (\$5,500.00) payable in equal installments as part of the employee's regular paychecks.
2. For any employee that is assigned as a Detective for less than the full calendar year as a Supervisor in the Divisions specified in Article XIX. Detective Supervisor Stipend, Section (1), above, the Detective Supervisor stipend shall be pro-rated.

3. If the Detective Supervisor receiving a stipend is transferred out of the positions identified in Article XIX. Detective Supervisor Stipend, Section (1), above, the Detective Supervisor stipend will no longer be paid.

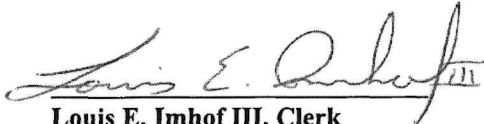
#### **ARTICLE XX. PERIOD OF AGREEMENT**

This Agreement shall become effective January 1, 2024 and shall remain in full force and effect until December 31, 2029 or until a successor Agreement is negotiated and executed, whichever shall last occur.

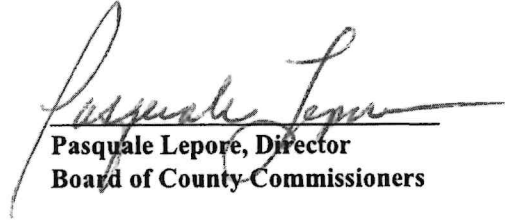
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their proper and duly considered officials, this 11th day of January 2024.

Attest:

COUNTY OF PASSAIC



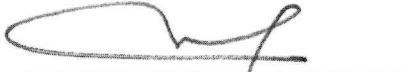
Louis E. Imhof III, Clerk  
Board of County Commissioners



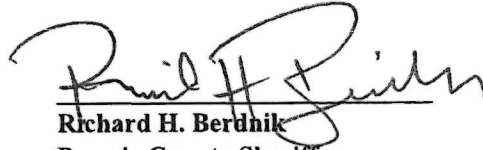
Pasquale Lepore, Director  
Board of County Commissioners

PASSAIC COUNTY ADMINISTRATOR

PASSAIC COUNTY SHERIFF

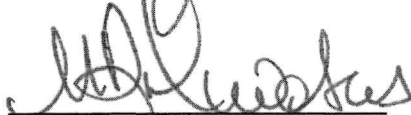


Matthew P. Jordan, Esq.  
Passaic County Administrator



Richard H. Berdnik  
Passaic County Sheriff

AS TO FORM AND LEGALITY:



Nadege D. Allwaters, Esq.  
Passaic County Counsel

Attest:

PBA LOCAL 197(A) SOA



Lt. Stephen Richard, Vice President  
PBA Local 197(A) SOA



Sgt. Joseph Agnes, President  
PBA Local 197(A) SOA

**SCHEDULE A. SALARY GUIDE**

	<b>2024</b>
Sergeant 1	\$118,656
Sergeant 2	\$128,177
Lieutenant 1	\$134,593
Lieutenant 2	\$141,322
Captain 1	\$145,805
Captain 2	\$153,095

	<b>2025</b>
Sergeant 1	\$122,216
Sergeant 2	\$132,022
Lieutenant 1	\$138,631
Lieutenant 2	\$145,562
Captain 1	\$150,179
Captain 2	\$157,688

	<b>2026</b>
Sergeant 1	\$125,882
Sergeant 2	\$135,983
Lieutenant 1	\$142,790
Lieutenant 2	\$149,929
Captain 1	\$154,685
Captain 2	\$162,418

	<b>2027</b>
Sergeant 1	\$129,659
Sergeant 2	\$140,062
Lieutenant 1	\$147,073
Lieutenant 2	\$154,426
Captain 1	\$159,325
Captain 2	\$167,291

	<b>2028</b>
Sergeant 1	\$133,548
Sergeant 2	\$144,264
Lieutenant 1	\$151,486
Lieutenant 2	\$159,059
Captain 1	\$164,105
Captain 2	\$172,310

	<b>2029</b>
Sergeant 1	\$137,555
Sergeant 2	\$148,592
Lieutenant 1	\$156,030
Lieutenant 2	\$163,831
Captain 1	\$169,028
Captain 2	\$177,479



**SCHEDULE B. DENTAL COVERAGE**



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

## County of Passaic - 96682

Horizon Dental Plans		Dental Option Plan	HDC H
Annual Deductible		\$25 per person	None
Out-of-network		Yes	No
Annual Maximum		\$1,000	None
Ortho Maximum		N/A	See benefit booklet
COVERED SERVICES		OUT-OF-POCKET COSTS	OUT-OF-POCKET COSTS
<b>Exams and Preventive Services Exams*</b>	All exams Fluoride treatment (child) Sealant application Prophylaxis	50%	\$0
<b>X-rays*</b>	Panoramic Full-mouth X-rays	50%	\$0
<b>Space maintainers</b>	Space maintainers – fixed unilateral /bilateral	50%	\$0
<b>Restorations and Repairs</b>	Amalgam restorations Composite restorations (other than for molars)	50%	\$11 \$10-\$12
<b>Endodontics</b>	Pulp cap/Pulpotomy Root canal therapy – anterior, bicuspid	50%	\$12/\$30 \$125
	Root canal therapy molar Denture adjustments and repairs	50% 50%	\$200 \$20
<b>Periodontics</b>	Scaling and root planing Gingivectomy Soft tissue grafts Periodontal maintenance	50%	\$35 \$90 \$115 \$30
	Osseous surgery	50%	\$210
<b>Oral Surgery</b>	Routine extractions Soft tissue surgical extractions Incision and drainage of abscess	0%	\$11 \$45 \$15-\$20
	Surgical extractions - impacted	50%	\$60-\$65
COVERED SERVICES		OUT-OF-POCKET COSTS	OUT-OF-POCKET COSTS
<b>Major Restoration</b>	Crowns	50%	\$75-\$240
<b>Dentures</b>	Complete and partial dentures	50%	\$250-\$270
<b>Fixed Bridges</b>	Retainers and pontics	50%	\$230-\$240
<b>Orthodontic Procedures (per optional rider)</b>	Children only. Limited to one complete orthodontic treatment per lifetime	50%	See benefit booklet

## Dental Vocabulary

### Visits and Exams

**Fluoride Treatment** - a prescription strength fluoride product that helps strengthen the tooth surface and prevent cavities.

**Sealant Application** - a composite material used to seal the decay-prone pits, fissures and grooves of children's teeth to prevent tooth decay.

**Space Maintainer** - a dental appliance that fills the space of a lost tooth or teeth and prevents other teeth from moving into the space. Used especially in orthodontic and pediatric treatment.

**Prophylaxis** - the scaling and polishing procedure performed to remove calculus, plaque and stains from teeth.

### Restorations and Repairs

**Restoration** - any material or device used to replace tooth structure lost because of decay or fracture.

**Amalgam** - an alloy used to restore teeth.

**Composite Restoration** - a tooth-colored material used to restore teeth.

### Endodontics

**Endodontics** - the dental specialty that deals with injuries to or diseases of the pulp, or nerve, of the tooth.

**Pulp Cap** - procedure used by which pulp is covered with a dressing or cement.

**Pulpotomy** - to remove a portion of the tooth's pulp.

**Root Canal Therapy** - the process of treating disease or inflammation of the pulp or root canal. This involves removing the pulp and tooth's nerves and filling the canal(s) with an appropriate material for a permanent seal.

**Anterior** - refers to the teeth and tissues toward the front of the mouth.

**Molar** - the broad, multicusped back teeth used for grinding food.

**Bicuspid** - a two-cusped tooth found between the molar and the cuspid.

### Periodontics

**Periodontics** - the dental specialty that deals with injuries or diseases of the gums and supporting tissues.

**Scaling** - a procedure used to remove plaque, calculus and stains from the teeth.

**Root Planning** - the process of scaling and planning root surfaces to remove all calculus, plaque and infected tissue.

**Gingivectomy** - the surgical removal of gingival (gum) tissue.

**Osseous Surgery** - surgery performed to correct damage to gingival (gum) tissue and supporting structures as a result of periodontal disease.

### Oral Surgery

**Surgical Extractions** - extraction of an unerupted tooth by making a surgical incision.

**Incision and Drainage of Abscess** - making an incision so the trapped liquids in the infected tissue can escape.

### Major Restoration

**Crowns** - the portion of the tooth that is covered by enamel. Also a dental restoration that covers the area of the tooth and restores it to its original shape.

### Dentures

**Complete Dentures** - a dental prosthesis that replaces all the natural teeth of a single dental arch.

**Partial Dentures** - a dental prosthesis that replaces one or more, but less than all, of the natural teeth and associated structures in an arch.

### Fixed Bridges

**Retainers** - the part of a fixed bridge that attaches a false tooth to a natural tooth or implant.

**Pontics** - an artificial tooth used in a fixed bridge to replace a missing tooth.