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STORAGE

Bergen

X 1980 - 1982

AGREEMENT

Board of Chosen Freeholders and
Council #5, N. J. Civil Service Association, Blue Collar Employees

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AUG 26 1981

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THIS AGREEMENT is made this 10 day of March, 1980 between the Board of Chosen Freeholders of the County of Bergen, hereinafter referred to as "County" and Council No. 5, New Jersey Civil Service Association, hereinafter called the "Association."

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and all other conditions of employment for blue-collar employees:

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - Recognition and Definitions:

The County hereby recognizes the Association as the exclusive representative of the employees in the negotiating unit of all "blue collar" employees employed by the County of Bergen including foremen and employees in the following departments: General Services, Sheriff's Office, County Police Department, Department of Public Works, Mosquito Commission, Sanitary Landfill, Public Safety Education, County Jail and Child Welfare Department; but excluding policemen and supervisors and all employees of Bergen Pines County Hospital. Attached hereto as Schedule A is a list of all titles covered by this Agreement.

ARTICLE 2 - Term of Agreement

This Agreement shall be in force from January 1, 1980, through December 31, 1982.

ARTICLE 3 - Collective Negotiating Procedure:

1. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than five (5) representatives of each party, plus counsel and two 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 June 1, 1982.

3. Negotiating sessions shall begin at times which will permit at least five (5) consecutive hours of negotiation and shall continue for at least such period and the Association representatives (not exceeding the number shown in Section 1) on duty during the periods agreed upon for negotiations shall be permitted to attend that negotiating session and subsequent regularly scheduled negotiating sessions without loss of pay. No other payment will be made to Association representatives for the negotiating sessions.

ARTICLE 4 - Management Rights:

Nothing in this contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of County government. Except as otherwise provided herein, the County retains the exclusive right to hire, direct and schedule the working force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force observing demotional rights established by Civil Service; to hire and lay off employees in accordance with Civil Service procedures; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely to the discretion of the County of Bergen by the terms of this Agreement shall be made the subject of a grievance.

ARTICLE 5 - Discrimination and Coercion:

There shall be no discrimination, interference or coercion by the County or any of its agents against the employees represented by The Association because of membership or activity in the Association. The Association, or any of its agents, shall not intimidate or coerce employees into membership. Neither the County nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE 6 - Salaries and Wages:

A. Effective 1/1/80 and retroactive to that date, salary increases shall be provided as follows:

i. Those on Step - As to those employees who, as of the last payroll period of 1979, were located on a step as provided in Schedule C of the 1978-79 Agreement between the parties, they shall move to the next higher numbered step as indicated on Schedule B of this Agreement, except as otherwise provided in sub-paragraphs ii, iii, vi, and vii hereinafter.

Effective 1/1/81, they shall move to the next higher numbered step as indicated on Schedule C of this Agreement and, effective 1/1/82, they shall move to the next higher numbered step as indicated on Schedule D of this Agreement, unless affected by other provisions of this Article dealing with a change in status of an employee during the period of this Agreement.

ii. Those on step - 1979 promotions, at least 1 step increase, etc. - As to those employees who, as of the last payroll period of 1979, were located on a step as provided in Schedule C of the said 1978-79 Agreement between the parties, but who began employment with the County during the year 1979 or who, through promotion, transfer or otherwise, received a change of grade during the year 1979 which resulted in an increase in salary in an amount equal or greater than the amount represented by the difference between the amount of the step on which the employee was located immediately prior to the said promotion or transfer on the said Schedule C of the said 1978-79 Agreement and the next higher step on the said Schedule C, or, those employees who, through promotion, transfer or otherwise, received a change of grade effective on or ^{as indicated on} before 2/5/79 which resulted in an increase in salary in an amount ^{and from maximum} less than the amount represented by the difference between the amount ^{of this Agreement.} of the step on which the employee was located immediately prior to the said promotion or transfer on Schedule C of the said 1978-79 Agreement and the next higher step on the said Schedule C, but greater than 1/2 the amount of the said step as so calculated, they shall remain at the grade and step at which they were located as of the

last payroll period of 1979, until the anniversary date of their employment, transfer or promotion, at which time they shall move to the next higher numbered step as indicated on Schedule B of this Agreement.

Effective 1/1/81, they shall move to the next higher numbered step as indicated on Schedule C of this Agreement and, effective 1/1/82, they shall move to the next higher numbered step as indicated on Schedule D of this Agreement, unless affected by other provisions of this Article dealing with a change in status of an employee during the period of this Agreement.

iii. Those on step - 1979 promotions, less than 1 step but more than 1/2 step increase - As to those employees who, as of the last payroll period of 1979, were located on a step as provided in Schedule C of the said 1978-79 Agreement between the parties, but who, through promotion, transfer or otherwise, received a change of grade effective on or after 2/6/79 which resulted in an increase in salary in an amount less than the amount represented by the difference between the amount of the step on which the employee was located immediately prior to the said promotion or transfer on Schedule C of the said 1978-79 Agreement and the next higher step on the said Schedule C, but greater than 1/2 the amount of said step as so calculated, they shall remain on the same numbered step in the same grade on which they were located as of the last payroll period of 1979, but they shall be paid in the amount as indicated for that step and grade on Schedule B of this Agreement, effective 1/1/80, and shall remain at said step and grade until the anniversary date of their transfer or promotion, at which time they shall move to the next higher numbered step as indicated on Schedule B of this Agreement.

iv. Those on step - 1979 promotions, less than 1/2 step - As to those employees who, as of the last payroll period of 1979, were located on a step as provided in Schedule C of the said 1978-79 Agreement between the parties, but who, through promotion, transfer or otherwise, received a change of grade during the year 1979 which resulted in an increase in salary in an amount less than 1/2 the amount represented by the difference between the amount of the step

on which the employee was located immediately prior to the said promotion or transfer on Schedule C of the said 1978-79 Agreement and the next higher step on the said Schedule C, they shall move to the next higher numbered step as indicated on Schedule B of this Agreement.

Effective 1/1/81, they shall move to the next higher numbered step as indicated on Schedule C of this Agreement and, effective 1/1/82, they shall move to the next higher numbered step as indicated on Schedule D of this Agreement, unless affected by other provisions of this Article dealing with a change in status of an employee during the period of this Agreement.

v. Those off step, near maximum - As to those employees who, as of the last payroll period of 1979, were not located on a step as provided in Schedule C of the said 1978-79 Agreement and who were located between the second from maximum step and the maximum step as set forth on the said Schedule C of the said 1978-79 Agreement:

I. Effective 1/1/80, they shall receive salary increases in an amount equal to the higher of either of the following:

a. the amount of their salaries as of the last payroll period of 1979, multiplied by the percentage by which the cost-of-living index as determined by the Bureau of Labor's Consumer Price Index for the New York metropolitan area as of 12/31/79 increased over the said index as of 12/31/78, which percentage, however, shall not exceed 9, or,

b. an amount equal to the difference between the sum of the maximum step and the sum indicated for the second from maximum step in that employee's grade on Schedule B of

Effective 1/1/81 and 1/1/82, they shall be treated in the same manner as employees who will reach their maximum steps in 1980, as provided in subparagraph vii of this Article.

vi. Those off step, not near maximum - As to those employees who, as of the last payroll period of 1979, were not located on a step as provided in Schedule C of the said 1978-79 Agreement and who are not subject to the provisions of subparagraph v, above, effective 1/1/80, they shall receive salary increases in amounts equal to the amounts to which they would have been entitled if, on the last payroll period of 1979, they had been located on the next higher step in their grade.

Effective 1/1/81 and 1/1/82, they shall receive increases in the same amounts as employees located on the next higher step, unless the next higher step is the maximum step, in which event, they shall receive increases in accordance with the formula set forth in subparagraph v, above.

vii. Those on step, 1980 promotions prior to Agreement - As to those employees who, through promotion or transfer, received a change in grade during the period from 1/1/80 to the date of this Agreement, they shall receive the following:

a. for the period from 1/1/80 to the effective date of their promotion or transfer, the amount to which they would have been entitled under the terms of this Agreement if no such promotion or transfer had occurred;

b. for the period from the effective date of their promotion or transfer to the anniversary date thereof in the year 1981, the amount set forth for the grade and numbered step next above the grade and numbered step in which they were placed after the effective date of the said promotion or transfer, as indicated on Schedule B of this Agreement, effective 1/1/80, and on Schedule C of this Agreement, effective 1/1/81. Thereafter, they shall receive salary increases in the same manner as those employees described in paragraph B, ii, below.

viii. Those at maximum:

As to those employees who, as of the last payroll period of 1979, reached or exceeded the salary indicated in the maximum step for the employees' grade in Schedule C of the said 1978-79 Agreement, they shall receive salary increases equal to

the amount of their salaries as of the last payroll period of 1979, multiplied by the percentage by which the cost-of-living index as determined by the Bureau of Labor's Consumer Price Index for the New York metropolitan area as of 12/31/79 increased over the said index as of 12/31/78, which percentage, however, shall not exceed 9.

A. Effective 1/1/81 and 1/1/82, those employees who, as of the last payroll period of the prior year, reached or exceeded the salary indicated in the maximum step for the employees' grade in Schedules B and C, respectively, shall receive salary increases based upon the prior year's increase in the cost-of-living index, as set forth above, which increase, however, shall not exceed 9%.

B. Effective 1/1/81 and 1/1/82, salary increases shall be provided as follows:

i. As to those employees described in paragraph A, above, increases shall be in accordance with the provisions thereof.

ii. New employees and promotions:

As to those employees commencing employment with the County on or after 1/1/80 and those employees who shall receive changes in grade through promotions, transfers or otherwise from the date of this Agreement and thereafter, the County shall place such employees on a salary step as set forth on Schedules B, C or D of this Agreement, whichever may be applicable, which placement shall be in the discretion of the County, except that, in the case of promotions, an employee shall have the option of refusing the said promotion. Payment shall be made in accordance with the salaries set forth on Schedule C of this Agreement, effective 1/1/81, and in accordance with Schedule D of this Agreement, effective 1/1/82. On the anniversary date of such employee's date of hire, promotion or transfer, the employee shall move to the next higher step on the applicable salary schedule. Thereafter, movement in the said step system shall take place on the first pay period of each subsequent year, as set forth in paragraph C, below.

C. Notwithstanding anything else to the contrary, in the event that the Cost of Living Index as determined by the Bureau of Labor's Consumer Price Index for the New York metropolitan area as of December 31, 1981, increases over the said index as of December 31, 1980 by 9% or more, the Association shall have the right to reopen negotiations with the County as to wages and salaries only for the year 1982.

D. Subsequent years:

Unless otherwise provided in this Article, employees shall move to the next higher step on the applicable salary schedule at the first pay period of each subsequent year, until they obtain the maximum salary set forth for their grades.

E. Longevity payments shall not be taken into consideration in determining an employee's position within the step system.

F. Shift Differential:

i. Employees in departments with shift operations shall be paid a shift differential of 25 cents per hour for the late afternoon/evening shift (up to 12 midnight) and a shift differential of 30 cents per hour for late evening/early morning shift (after 12 midnight), if they work either shift.

ii. In the event employees eligible for shift differential are required to work overtime, their overtime shall be computed with regard to base pay and not as to combination of base pay and shift differential.

iii. Employees who are classified as not eligible for overtime or compensatory time off shall not be eligible for shift differential.

ARTICLE 7 - Longevity:

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

- A. Employees completing 72 months (6 years) of service shall receive \$100.
- B. Employees completing 108 months (9 years) of service shall receive \$200.
- C. Employees completing 168 months (14 years) of service shall receive \$400.
- D. Employees completing 228 months (19 years) of service shall receive \$600.

2. Longevity payments shall be included as part of the base salary.

3. Part-time employees must work a minimum of 20 hours per week to be eligible for longevity. They will receive that proportion of the longevity payment represented by the percentage of their hours of work compared to the standard work week.

4. Seasonal and per diem employees are not eligible.

ARTICLE 8 - Health Benefits:

1. Premiums for the current State Health Benefits Plan provided during the year 1979 for County employees and their eligible dependents shall continue to be paid by the County. Employees must work at least 20 hours per week to be eligible for such coverage.

2. Seasonal and per diem employees are not eligible.

3. The County shall provide a Dental Benefits Insurance Program during the term of this Agreement sponsored by the New Jersey Dental Service Plan, Inc., being Program III-A, together with orthodontic coverage not to exceed \$800.00 per year per patient, subject 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 those as set forth in Schedule E-1 to E-12 attached hereto, as well as orthodontic coverage as set forth above.

4. The County shall provide a disability benefits insurance program during the term of this Agreement sponsored by Beneficial National Life Insurance Company or a company agreeable to both parties, subject 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 shall be those as set forth in Schedule F-1 to F-3, attached hereto, and shall include benefits of 70% of the employee's weekly wage to a maximum of \$150.00 per week and there shall be a 60-day waiting period with a maximum of 52 weeks in payments and shall include disability due to pregnancy;

C. The cost to the County shall not exceed \$2.51/employee/month;

D. Such a plan, for the premium set forth, is available from a company authorized to write such a plan in the State of New Jersey.

5. In the event the County desires to enter into a program of self insurance regarding coverage for the items set forth above, the parties agree to reopen negotiations solely as to this issue; effective without the consent of both parties.

ARTICLE 9 - Personal Leave:

1. Each employee in the blue-collar unit shall be entitled to take one personal day in each year of this Agreement. Personal leave days may not be accrued. Department Heads must be notified in advance and, except in case of emergency, prior approval of the Department Head must be obtained.

2. Seasonal and per diem employees are not eligible.

3. Employees must be employed 3 months before becoming eligible for personal leave.

ARTICLE 10 - Work Schedule, Overtime, Compensatory Time Off:

1. The standard work week shall consist of 40 hours per week in accordance with the work schedule established by the appropriate department head, except in those cases where prior custom has established a work week of less than 40 hours (such as graduate nurses in Health Department and Edna B. Conklin Child Welfare Home).

2. Where a department has a shift operation, standard hours shall be established by the Department Head so as not to exceed 80 hours in each two-week period.

3. The Department Head shall have the right, for the efficient operation of County affairs, and subject to prior negotiation with the Association, to make changes in starting and stopping times of the daily work schedule so long as the total work week does not exceed 80 hours in each two-week pay period.

4. Overtime:

A. Employees in those titles on the attached Schedule A who are not eligible for overtime shall not be eligible for overtime during the term of this Agreement unless, on the date that overtime work is requested, such employees are receiving base salaries in an amount less than \$18,000.00 per annum, in which case they shall be eligible for overtime if such overtime is authorized by the County Administrator or Assistant County Administrator.

B. Employees who are eligible for overtime and work such overtime shall be paid as follows:

(1) For the type exception covered in Article 10, Section 1 (above), hours worked beyond standard time shall be paid at straight time up to and including 40 hours per week.

(2) For hours worked in excess of 40 hours in one week, payment shall be at time and one-half.

(3) The employees standard hourly rate (annual salary divided by 2,080 annual hours of work) shall be used in computing overtime pay, except that in the case of those exceptions referred to above, the standard number of annual hours of work shall be used in computing overtime pay. In addition, those employees whose standard work week is less than 40 hours shall only be paid at straight time until they have worked 40 hours, and thereafter they shall be paid time and one-half.

(4) Part time workers shall not be entitled to time and one-half pay unless they work more than 40 hours in a week.

(5) When a snow emergency is declared by the Department of Public Works, employees required to work overtime shall be entitled to meal money of \$1.25 per hour. Employees in the Sanitary Landfill Division of the Public Works Department shall be entitled to a meal allowance of \$2.50 per day during annual clean-up weeks, if they are required to work beyond their normal scheduled hours.

(6) When a holiday is observed during the regular bi-weekly pay period and the employee received pay for that day, those hours shall be included in the computation of overtime for that period.

(7) When an employee is called back to duty after the end of a regular tour, the employee shall be entitled to a minimum payment of two hours or the actual amount of time worked, whichever is greater. This shall not apply in the case of employees required to work overtime in conjunction with a regular tour.

(8) When an employee receives sick pay or vacation pay during the regular bi-weekly pay period, those hours of sick or vacation pay shall be included in the computation of overtime for that period.

(9) When an employee, other than an employee in the exempt category, is required to work on a holiday, he shall receive time and one-half for the hours worked on the holiday plus the employee shall receive a day off for the holiday worked; or the employee shall receive standard time plus time and one-half for the hours worked. The option shall be that of the employee. This shall not apply to blue-collar institutional workers, who shall receive straight time for the hours worked on the holiday, and, in addition, such employee shall either receive an alternate day off for the holiday worked; or the employee shall receive double time for the hours worked on such holiday.

(10) Overtime must be authorized by the Department Head or his designated deputy and entered on the weekly time sheets.

(11) Overtime earned may be credited to the employee's Compensatory Time Off account to the extent permitted in the section covering Compensatory Time Off and as limited by applicable Federal and State regulations. The taking of such Compensatory Time Off may be arranged only at the discretion of the Department Head.

C. Overtime List: Overtime shall be assigned by the Department Head on a rotating basis according to the appropriate job title for the work to be performed. An initial list shall be posted by the Department Head with employees' names arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If an employee does not choose to work overtime, his name shall be placed on the bottom of the overtime list. If an employee does not choose to be considered for any overtime, he shall so indicate to the Department Head in writing and thereafter overtime work shall not be offered to him or her. In the event that thereafter the employee shall desire to

have his or her name again placed on the overtime list, he or she shall notify his or her department head and his or her name shall thereafter be restored to the bottom of the said list. In case of an emergency, the Department Head shall have the right to call in any employee to work overtime.

5. Compensatory Time Off - Employees who work in excess of regular hours may elect to take CTO by the end of the pay period within which the extra hours were worked. If the extra hours are worked at straight time, CTO shall be taken in straight time, with the approval of the Department Head and subject to the needs of the department. If the extra time is in excess of forty hours,

the employee may elect to take off one and one-half (1 1/2) times the hours worked prior to the end of the pay period within which the said extra hours were worked, subject to the approval of the Department Head and the needs of the department.

ARTICLE 11 - Pay During Absence:

1. **Unscheduled Absences** - If, for any reason, an employee is unable to report for duty, he must notify the Department Head as soon as possible, and before scheduled starting time. Irregular or poor attendance may be cause for disciplinary action. An employee absent from work without notification for five (5) consecutive working days will be considered to have resigned from the position. Such resignation is not considered to be in good standing.

2. **Scheduled Absences** - When an employee is on a Leave of Absence without pay for a period in excess of three (3) consecutive months in a calendar year, the annual salary increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave.

3. **Jury Duty** - A Leave of Absence shall be granted to an employee called for jury duty. This Leave of Absence shall not be charged against employee's vacation or sick leave privileges. For the time served on the jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the County.

4. **Sick Leave:**

a. If the employee is unable to report to work due to illness or for any other reason, it is essential that the employee's Department Head or supervisor be notified, according to the department's procedure. Failure to give proper notification could result

in disapproval of the request for sick leave or be considered as an unscheduled absence.

b. The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of five (5) days or more, a doctor's certificate must be submitted if requested by the Department Head. The Department Head retains the right in sick leave cases under five (5) days to conduct an inquiry into the sick leave request or to require examination by a county physician if the Department Head has any questions as to the employee's condition.

c. Sick leave must be earned before it can be used. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the employee's credit from year to year during employment.

d. Sick leave is earned and accumulated in the following manner:

(1) One working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1 1/4 per month) for each calendar year thereafter. If the employee begins work after the fourth day of the month, sick leave is not earned for that month.

e. Part-time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period.

f. Seasonal or per diem employees are not eligible for sick leave.

g. Sick leave may be granted for:

(1) Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.

(2) Serious illness of member of the employee's immediate family or household (as defined in Funeral Leave) requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days.

(3) In case of extended illness, the employee may use accrued Compensatory Time Off or Vacation Leave.

h. Accumulated sick leave is forfeited upon separation from County Service, except as provided for under "Terminal Leave," hereinafter.

5. 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 duties and which is compensable under the Workers Compensation statutes or any policy of Workers Compensation insurance applicable to the said employees.

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 accident is proved to have been due to intoxication or willfull misconduct on the part of the employee. If an employee, absent from work due to an accident, illness or injury covered by Workers Compensation insurance, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, the employee shall not be entitled to payment of any injury leave benefits from the County until such conditions have been fulfilled.

c. 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 at the time of the injury.

d. Use of Injury Leave - Employees absent from duty due to an accident, illness or injury compensable under the Workers Compensation statutes or any policy of Workers Compensation insurance applicable to the said employees and who have completed three (3) months' service with the County will be compensated by the County on a bi-weekly basis at the regular base rate of pay for a period not in excess of 90 working days for each new and separate injury. Payments shall be made in either of the following ways:

i) A check issued by the County in the full sum of the employees' base salary. Upon receipt of compensation checks for temporary disability during the said 90-day period; the employees shall endorse those checks over to the County. Subject to it being permitted to do so by applicable Federal and state law or regulation, the County shall record that portion of the salary checks equal to the amount of the compensation checks covering partial disability as not being income to the employees for income tax purposes and the W-2 or similar forms sent to the employees at the conclusion of each year shall not show such payments as income.

ii) A check issued by the County in an amount equal to the difference between the employees' base salary and the amount of partial disability Workers Compensation insurance payments received by the employees during the said 90-day period.

If eligibility for such payments is contested by the County, eligibility will be based on the determination of the New Jersey Division of Workers Compensation under the terms of the New Jersey Workers Compensation Act.

e. Contested Injuries - Charges may be made against sick leave accrual, if any, in any case where the County is contesting the employee's eligibility for injury leave. In the event that the Workers Compensation Division 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 Workers Compensation Division, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of 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 the employee 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.

i) Additional reports shall be filed from the physician every two weeks thereafter indicating the current status of the employee's health and the time of the employee's anticipated return to duty.

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

6. Funeral Leave:

a. Employees shall be entitled to four (4) working days leave with pay to attend or make arrangement 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, grandchildren or any other relative residing in the employee's household.

7. Terminal Leave:

a. Employees, upon retirement (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement, Early Retirement and Deferred Retirement), or employees who terminate their service after reaching age 60, who are not covered by

terminal leave lump sum payment in accordance with Option 1 or Option 2, whichever is selected by the employee:

(1) Option 1 - One-half of the employee's earned and unused accumulated sick leave hours multiplied by the hourly rate of pay based upon the average base hourly pay received during the twelve-month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed \$12,000

(2) Option 2 - One day of pay, the hourly rate of pay having been computed as Option 1 above, for each full year of service.

In addition, in the event of the death of an employee, the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate, provided that employee has been employed by the County for seven (7) consecutive years.

b. Part-time employees are eligible for this benefit providing they work a minimum of twenty hours per week.

8. Leave of Absence:

a. Leave Without Pay - A permanent employee, for reasons satisfactory to the County, may 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) month, 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 County duty.

If an employee fails to return within five (5) working days after the expiration of the leave or excused absence, the employee may be considered to have resigned and not in good standing.

(3) Employees on leave without pay for more than two weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time.

b. Maternity Leave - A female employee, upon her request may be granted permission to use accumulated sick leave for maternity purposes. In those instances where the employee's sick leave is limited and when requested by the employee, the County may approve a leave of absence without pay not to exceed six (6) months. Upon the employee's request, her department head shall schedule an appointment with the registered nurse in the Medical Clinic.

c. Military Duty Leave - If the employee has permanent employee status, a leave of absence without pay will be granted, except for the first two weeks which will be with pay, if the employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey. Military Duty Leave may extend to three months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the department head prior to requesting such leave.

d. Military Training Leave:

(1) A fulltime or parttime probationary or permanent employee, who is a member of any component of the Armed Forces of the United States or New Jersey, and who is required to undergo Military Field Training for a period of up to two (2) weeks, upon request, shall be granted leave of absence with pay to take part in such training. The employee must provide a certified copy of orders for military training to the department head prior to requesting

leave for such training. Any military pay received by the employee while on military training leave may be retained by the employee and shall be in addition to the regular salary which would have been received from the County had such training not been ordered. Except for employees in section (3) below, when military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which an employee may be entitled.

(2) A fulltime or parttime provisional or unclassified employee who has been continuously employed by the County for at least one full year, at the time such military training is to commence, shall be granted a leave of absence with pay as provided in section (1) above.

(3) A fulltime or parttime, temporary, provisional or unclassified employee who has not been continuously employed by the County for at least one full year at the time military training is to commence, may only be granted a leave of absence without pay, unless said employee chooses to utilize any accrued vacation leave or compensatory time off, for the duration, or any part of, the period of military field training.

ARTICLE 12 - Vacation:

1. Vacation leave is earned and accumulated in the following manner:

a. One day per month in the first year for the first eleven (11) months and four (4) days in the twelfth month, provided the initial date of hire is on or before the fourth day of the month.

b. From the beginning of the second year to and including the fifth year, employees earn vacation at the rate of 1-1/4 days per month (15 days per year).

c. From the beginning of the sixth year and thereafter, employees earn vacation at the rate of 1-2/3 days per month (20 days per year).

2. Parttime employees are eligible for vacation leave. The amount earned is proportional to the allowance of a fulltime employee. It is determined by the number of standard hours worked in each pay period and the employee's years of continuous service.

3. Seasonal, summer or per diem employees are not eligible for vacation leave.

4. General:

a. When employees complete their first six (6) months of employment, they may ask to take the balance of their vacation leave for that calendar year. Beginning January 1, of each succeeding year of employment, employees may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last pay period of that calendar year, otherwise any negative vacation balance will either be charged to available compensatory time off time or deducted from the employee's pay.

b. In event of termination of employment prior to repayment of advanced vacation leave, the necessary salary adjustment will be made on the employee's final paycheck.

c. Earned vacation leave for one calendar year may be carried over and used during the following calendar year only. Except upon termination of employment, the employee will not be allowed to receive pay in place of taking his earned vacation leave.

d. If an employee resigns with proper notice, or plans to retire, the employee may be paid for earned and unused vacation leave as of the effective date of termination. In no case may an employee be paid for more than two (2) years of unused vacation leave.

e. If an employee should die while employed, a sum of money equal to earned and unused vacation leave shall be paid to his estate.

f. The salary paid to an employee while on vacation leave will be the same amount the employee would have earned while working regular straight time hours during vacation period.

g. Employees on leaves of absence without pay for more than two (2) weeks in any month do not earn vacation leave for that month.

h. Employees on approved paid vacation leave or sick leave will continue to accrue vacation leave according to length of service and regular work schedule.

i. Seasonal and per diem employees are not eligible for vacation leave.

j. If a holiday, observed by the County, occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave and an equivalent day off may be requested.

K. Every effort is made to arrange vacation schedules to meet the individual desires of all departmental employees. When there is conflict in the dates of proposed vacation schedules, preference is given to the employees with seniority. All requests for vacation leave must be approved by the employee's department head. The department head may require that vacations be scheduled in other than the summer months when the needs of the department require it.

1. Employees may receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and provided that at least a one-week vacation is to be taken and the employee has notified his or her department head at least thirty(30) days prior to the commencement of the vacation.

ARTICLE 13 - Holidays:

1. The County agrees to furnish the following holidays with pay to all employees covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Armistice/Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Christmas Day	

2. Holiday Schedule:

<u>Holiday</u>	<u>Will be observed on</u>
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Columbus Day	Second Monday in October

3. General:

A. If a holiday falls during an employee's vacation, an additional day of vacation shall be granted. If a holiday falls on a Sunday, it will be observed on the following Monday; if a holiday falls on a Saturday, it will be observed on the preceding Friday.

B. Holidays falling within a period of paid absence will entitle the employee to pay for such holidays. Periods of paid absence are: Sick Leave, Terminal Leave, Jury Duty Leave, Compensatory Time Off, Vacation Leave, Funeral Leave.

C. Holidays falling during the unpaid leave of absence will not be credited.

D. A Department Head, for good cause, may disallow holiday pay for any employee who does not work the day before or the day following a holiday.

E. Those fulltime employees not expressly exempted from overtime who work on a holiday shall receive, at the option of the employee, either: i) payment at a rate of time and one-half for all hours worked plus an additional day off for the day worked, or, ii) standard time plus time and one-half for the hours worked. This shall not apply to white collar institutional workers, who shall receive compensation as set forth in Article 10, part 4 (b) (9), above. Employees may request equivalent compensatory time off in lieu of pay for all hours worked on the holiday.

F. Parttime employees shall be paid for holidays at a straight time rate in an amount equal to what they would have received if the day on which the holiday fell would have been a regular working day.

G. Seasonal and per diem employees are not entitled to holidays.

ARTICLE 14 - Pension:

The County shall continue in effect the pension plan offered to its employees in 1979, which is described, in part, as follows:

1. Membership in the contributory pension plan is compulsory for and only offered to permanent or unclassified employees of the County who earn more than \$300 a year. The payment of any retirement, death or disability benefits under the pension plan is separate and in addition to the Social Security entitlement for which the retiring member or beneficiary may qualify. Pension planning and advisory service are available in the Personnel Department. Employees are encouraged to make use of this service early in their careers.

2. Employees who are required to join the Retirement System receive free life insurance without medical examination under the Group Life Insurance Plan of the Retirement System. In addition, any employee under sixty (60) years of age, who is required to join the Retirement System, must also subscribe to the Contributory Life Insurance Plan of the Retirement System during the first year of pension membership. After one year, the employee may choose to drop the additional Contributory Life Insurance, but once it is terminated, it cannot be reinstated. The employee's rate of contribution for this additional life insurance is $\frac{3}{4}$ of 1% of base salary.

3. The total amount of life insurance payable to the employee's estate depends upon three things: annual salary, age and pension membership status at time of death. If actively employed at the time of death, insurance coverage is 1-1/2 times the employee's annual salary or three times if the employee has Contributory Life Insurance coverage in the final year of service. Upon retirement, life insurance coverage is continued for the retiree without cost to him, but the total amount of coverage is reduced.

ARTICLE 15 - Suspension & Grievance Procedure:

1. Major Suspensions:

A. In any case where a permanent employee is the classified service, as defined in Title II of the Civil Service regulations of the State of New Jersey or where a temporary or provisional employee who has been employed by the County for at least 90 days is suspended by the County for a period of more than five (5) days at one time or receives suspensions or fines more than three (3) times or for an aggregate of more than fifteen (15) days in one calendar year or is demoted or is removed from his position, he or she shall be issued a Preliminary Notice of Disciplinary Action. The employee shall have a right to appeal for a hearing before a hearing board of the Board of Chosen Freeholders and shall file a written notice of such appeal with the County Administrator. The hearing board shall be the standing committee which has jurisdiction over the department of the employee seeking the appeal. The hearing board shall conduct a hearing and shall make specific findings of fact and report those findings to the Board of Chosen Freeholders of Bergen County for its final consideration and determination. The procedures set forth in the Civil Service Rules for the State of New Jersey shall also be applicable to those employees who are subject to such Rules.

B. The Association shall have the right to represent any employee requesting representation, but individual employees shall have the right to elect to represent themselves.

C. The request for a hearing shall set forth in writing a statement by the employee of the facts relating to the suspension, fine, demotion or removal.

D. A County employee not in the classified service, defined in the Civil Service Rules for the State of New Jersey, appointed by resolution of the Board of Chosen Freeholders of Bergen County and serving at the pleasure of said Board is hereby excluded from the procedures set forth herein and nothing contained herein is intended to give said employee any right of a hearing or to an appeal.

2. Grievances and minor suspension:

A. Any grievance relating to the position, wages or working conditions of an employee, including suspension for less than five days, fines, demotions and other disciplinary actions not covered in paragraph 1 above, shall be handled in the manner set forth below and at all stages of the grievance procedure, the employee may elect to be represented by the Association or to represent himself or herself.

(1) The employee should discuss the grievance with his immediate supervisor. If the employee or the Association is not satisfied with the result of the discussion, the employee or the Association may file a written notice of grievance with the department head. If, for any reason, the employee does not wish to discuss the grievance with the supervisor, the employee or the Association may begin the procedure with the written notice to the department head.

(2) The department head shall make a determination on the grievance within five (5) days of the date it is received and shall advise the employee and the Association of the decision in writing.

(3) The employee or the Association may appeal the decision of the department head by appealing to the County Administrator, forwarding copies of all previous writings on the matter. The County Administrator shall determine whether a hearing is necessary on the grievance and if the Administrator finds that a hearing is needed, may either conduct the hearing or assign it to

a Hearing Officer. The County Administrator shall decide the matter within ten (10) days after the final date of the hearing and shall issue a written decision to the employee and the Association.

(4) If the decision of the County Administrator is not satisfactory to the employee or the Association, the employee or the Association shall have the right to submit only such grievances which are claimed violations, misinterpretation or misapplication of the terms of this agreement and the County's policies directly affecting the employees or the Association to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The employee or the Association must deliver written notice of its decision to appeal to the County Administrator within ten (10) days of the receipt by the employee and the Association of the County Administrator's decision. The arbitrator 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 expense shall be borne equally by both parties, unless otherwise provided by law.

ARTICLE 16 - Released Time

In order to provide the orderly handling of grievance matters, the President, Grievance Chairperson, and Chairperson of the Board of Directors of the Association, or their respective designees, shall be released from their county duties for reasonable periods of time for the purpose of handling such grievance matters.

ARTICLE 17 - Seniority Rights:

1. Permanent employees shall be entitled to recognition for seniority with respect to changes in job assignment, hours or working conditions within that title only.

2. Seniority shall be based on Civil Service title seniority which shall commence with the date of certification in that title and in those instances where none of the employees involved have been certified as permanent employees by the Civil Service Commission, seniority shall be based upon length of service with the County.

3. As to any employees working at the office of the Superintendent of Elections and Commissioner of Registration who received their first Civil Service certifications during the year 1975, seniority rights, as among themselves, shall be based upon the length of service in the job or title, whose duties were substantially similar to the duties under the title in which such employees were certified by Civil Service. The above is subject to the rules and regulations of the Civil Service Commission.

ARTICLE 18 - Shift Changes:

Wherever possible, shift changes will be made at regularly scheduled times established by the department head, except in cases of emergency.

ARTICLE 19 - Dues Checkoff:

Payroll deductions for dues may be made upon the submission by the Association of notification by the employee authorizing the deduction of dues from pay. The County Treasurer shall forward dues to the Association at regular intervals. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey State Statutes.

In the event that the agency shop bill described in Article 24, hereinafter, is enacted into law, the County shall deduct from the pay of all County employees covered by this Agreement, who are non-members of the Association or who have not submitted to the County written notices authorizing the deduction of dues from the employees' pay, the maximum amount permitted under the legislation to be deducted from the salaries of non-union employees, in lieu of dues to the Association, and shall forward that amount to the Association at regular intervals.

ARTICLE 20 - OUT OF Title Work:

In the event a permanent employee is temporarily assigned by the department head to perform duties which are not set forth in the employee's Civil Service job description and which are duties set forth in a Civil Service job, description of a higher title and the employee performs those duties during fifty per cent (50%) of his working time, over a period in excess of consecutive four (4) months, the employee shall be forthwith provisionally appointed by the County to the said higher title and shall be paid accordingly, pending the results of a Civil Service promotional examination. If the employee, as a result of the promotional examination, is not eligible for permanent appointment to the said title, the employee will revert to the previous permanent title and any increase in wages received as a result of the provisional appointment shall be terminated and the employee shall not thereafter be required to perform the duties of the said higher title.

ARTICLE 21 - Personnel File:

All entries in an employee's personnel file shall be contained in both the County Personnel Department file and the operating department's file, if one exists. No entries, notations, documents etc., shall be placed in a department file which are not also placed in the County Personnel file. No entries, notations, documents, etc., which reflect on the employee's ability, performance or character shall be placed in a department file or in the County Personnel file without first having been shown to the employee and the employee having been given the opportunity to place his or her initials thereon.

ARTICLE 22 - Layoffs:

1. In the event layoffs become necessary, the provisions of the New Jersey Department of Civil Service Administration Rules 4:1-16 to 4:1-16.6 shall be followed:

2. Notice shall be forwarded to the Association by the County Administrator of any general layoffs or of any layoffs limited to one or more departments at least forty-five (45) days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Association.

ARTICLE 23 - Use of Personal Vehicle:

Whenever an employee is required to use his or her own vehicle on County business, he or she shall be compensated for such usage at the rate of \$0.17 per mile. In addition, employees shall be paid an additional one cent per mile for each 15-cent increase in the retail price of a gallon of gasoline over and above such price as of the date of this agreement. The computation of such increase shall be based upon the average price of a gallon of gasoline sold at three retail gasoline stations in Bergen County to be agreed upon by the parties.

ARTICLE 24 - Fair Share Payments:

In the event that Assembly Bill No. 688 which has been passed by both houses of the New Jersey Legislature is signed into law by Governor Byrne, the County shall agree to withhold 85% of the annual dues charged by the Association to its members from the salaries of

those County employees covered by this
agreement who have not executed authorizations permitting the
County to withhold the full amount of the Association dues and
shall forward that amount not less often than every eighth
week to the Association; provided that the Association complies
with the requirements of the said legislation.

ARTICLE 25 - Tool Allowance:

All employees required by the County to supply their own tools
shall be given a tool allowance of \$100.00 per year payable at
the first payroll period of each year.

ARTICLE 25 - Statement of Position Regarding Continuation of Step System

The parties disagree as to whether the language of the Agreement dated 9/24/76 and the language of the Agreement covering the years 1978 and 1979 require the employer to pay the salary increments contained in the steps schedules attached thereto in the event that a successor agreement was not executed prior to January 1, 1978, and prior to January 1, 1980, respectively. Such disagreement has not been resolved by the parties as of the date of the execution of this Agreement.

The parties similarly disagree as to whether the schedule attached hereto as Schedule D shall continue in effect during the year 1983 and thereafter if a new agreement is not executed prior to January 1, 1983, and as to whether the employer is required to place each employee on the next higher step of the said schedule as of January 1, 1983.

The parties have agreed to continue into this Agreement the language of the Agreement dated 9/24/76 and the language of the Agreement covering the years 1978 and 1979 bearing on this issue despite their disagreement as to its meaning so as not to prevent otherwise the execution and implementation of an Agreement for the years 1980 through 1982 with respect to all of the other terms and conditions thereof.

The parties agree that the execution of this agreement shall not be considered as an element adverse to the positions of either party, in the event that litigation or some other form of interpretation is sought regarding the issue set forth above.

The parties agree that the execution of this Agreement which contains and is intended to preserve the same language on the issue in question as was contained in the 9/24/76 agreement and the agreement covering the years 1978 and 1979: (a) as to the County, shall not be construed as a waiver of any defenses that it may choose to raise in any such litigation or other proceeding;

(b) as to the Association, shall not be construed as an admission by the Association that the County did not intend the step system to continue into 1980 if no new agreement was entered into prior thereto even though the Association, when it entered into this agreement, was aware that the County's position was that the said language did not so obligate the County. In short, it is the intent of both parties to "maintain the status quo", so to speak, as to the interpretation of the language in question, subject to either party seeking a declaration regarding an interpretation of the said language.

ARTICLE 26 - Continuation of Contract Provisions:

All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

COUNTY OF BERGEN

Attest:

Scott Rosenberg
Clerk to Board of Chosen
Freeholders

By:

[Signature]
Director, Board of Chosen
Freeholders

COUNCIL No. 5, NEW JERSEY
CIVIL SERVICE ASSOCIATION

By:

Agnete Hastings
Agnete Hastings, President

Edward Reilly
Edward Reilly, 1st Vice President

Witness:

Thomas A. [Signature]

Julian Gandolfo
Julian Gandolfo -
Member - Negotiating Committee

Annette Viola
Annette Viola -
Member - Negotiating Committee

George Gallagher
George Gallagher -
Member - Negotiating Committee

John Battaglia
John Battaglia -
Member - Negotiating Committee

TITLE

GRADE

AGENCY AIDE	6
ANIMAL ATTENDANT	13
ANIMAL CONTROL OFFICER	15
ANIMAL SERVICES DISPATCHER	13
ARMORER	DUA* ANNUAL 398
ASPHALT RAKER	10
ASPHALT WORKER	10
ASSISTANT MECHANIC FOREMAN, M/W	15
ASSISTANT BUILDING SERVICE SUPERVISOR	15
ASSISTANT CHIEF INSPECTOR, MOSQUITO EXTERMINATION COMMISSION	16
ASSISTANT CHIEF STATIONARY ENGINEER	15
ASSISTANT CONSTRUCTION INSPECTOR	14
ASSISTANT ROAD FOREMAN, M/W	15
ASSISTANT TRAFFIC MAINTENANCE FOREMAN, M/W	13
AUTOMOTIVE MECHANIC	12
AUTOMOTIVE MECHANIC FOREMAN, M/W	18
BLACKSMITH	13
BLACKSMITH FOREMAN, M/W	17

*TITLES EXEMPT FROM OVERTIME AND CTO.

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BODY AND FENDER REPAIRER	12
BOILER ROOM ATTENDANT	DUA* 2110
BRIDGE ATTENDANT	7
BRIDGE OPERATOR	8
BUILDING MAINTENANCE WORKER	7
BUILDING MAINTENANCE WORKER FOREMAN, M/W	16
BUILDING SERVICE SUPERVISOR	16
BUILDING SERVICE WORKER	7
BUILDING SERVICE WORKER FORELADY, M/W	10
CARPENTER, FOREMAN, M/W	16
CHAUFFEUR	12
CHIEF BRIDGE OPERATOR	14
CHIEF CHAUFFEUR	14
CHILDREN'S SUPERVISOR	8
COMMUNICATIONS TECHNICIAN	15
CONSTRUCTION INSPECTOR	17
COOK	10
COOK, PENAL INSTITUTION	10

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COUNTY CORRECTION OFFICER	ANB PER HR. 4.00
COUNTY PARK RANGER	7
DETENTION GUARD, CHILDREN'S SHELTER	16
DREDGE MATE	16
DREDGE MECHANIC	18
DREDGE OPERATOR	18
DUMP CARETAKER	13
ELECTRICIAN	15
ELECTRICIAN FOREMAN, M/W	16
ELEVATOR OPERATOR	7
ENGINEERING AIDE	8
EQUIPMENT OPERATOR	12
EXTRADITION CLERK & ITALIAN INTERPRETER	20*
FOOD SERVICE WORKER	7
FOOD & TRANSPORTATION COORDINATOR, HEALTH	9
FOREMAN, MOSQUITO EXTERMINATION COMMISSION, M/W	14
GARAGE ATTENDANT	8
GARDENER (HIRING RATE)	9

GENERAL FOREMAN, SANITARY LANDFILL, M/W	17
GENERAL TREE FOREMAN, M/W	17
GRADUATE NURSE	16
GRADUATE NURSE, NARCOTICS	16
GUARD, PUBLIC PROPERTY	15
GUARD, PUBLIC PROPERTY (LANDFILL)	12
HEAD COOK, PENAL INSTITUTION	16
HEALTH EDUCATOR, DRUG ABUSE	ANX* PER HR. 6.3
HEATING AND AIR CONDITIONING OPERATOR	15
HEAVY EQUIPMENT OPERATOR	14
HEAVY EQUIPMENT OPERATOR FOREMAN, M/W	16
HEAVY EQUIPMENT OPERATOR FOREMAN, LANDFILL	17
HEAVY EQUIPMENT OPERATOR, MOSQUITO COMMISSION	14
HEAVY EQUIPMENT OPERATOR, SANITARY LANDFILL	15
HIGHWAY AND BRIDGE CONSTRUCTION INSPECTOR	15
INSPECTOR, MOSQUITO EXTERMINATION COMMISSION	12
INSPECTOR, ROAD OPENINGS	15
INSTITUTIONAL TRADE INSTRUCTOR (LAUNDRY)	16
INVESTIGATOR, PUBLIC WORKS	17*

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LABORER	8
LABORER, DREDGE OPERATIONS	10
LABORER, SANITARY LANDFILL	10
LANDSCAPE FOREMAN, M/W	16
LAUNDRY WORKER	9
LICENSED PRACTICAL NURSE	9
MAINTENANCE REPAIRER	12
MAINTENANCE REPAIRER (CARPENTER)	13
MAINTENANCE REPAIRER (ELECTRICIAN)	13
MAINTENANCE REPAIRER FOREMAN, M/W	16
MAINTENANCE REPAIRER FOREMAN, M/W, ROADS & BRIDGES	16
MAINTENANCE REPAIRER, GENERAL FOREMAN, M/W	18
MAINTENANCE REPAIRER, (LOW PRESSURE LICENSE)	12
MAINTENANCE REPAIRER (MASON & PLASTERER)	13
MAINTENANCE REPAIRER (PLUMBER)	13
MAINTENANCE REPAIRER (REFRIG. & AIR CONDITIONING)	13
MAINTENANCE REPAIRER (ROADS & BRIDGES)	12
MAINTENANCE REPAIRER, ROOFER	13

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MECHANIC	12
MECHANIC FOREMAN, M/W	18
MECHANICAL STORES CLERK	11
MECHANIC'S HELPER	8
MOTOR VEHICLE OPERATOR	11
MOTOR VEHICLE OPERATOR (ELDERLY & HANDICAPPED PERSONS)	11
MORGUE ATTENDANT	9
NIGHT SUPERVISOR, YOUTH AIDES	14
PAINTER	15
PAINTER FOREMAN, M/W	16
PARKING LOT ATTENDANT	8
PHOTOGRAPHER	13
PLUMBER	15
PLUMBER FOREMAN, M/W	16
POLICE RADIO DISPATCHER	13
PRINCIPAL ENGINEERING AIDE	18
PRINCIPAL ENGINEERING AIDE AND CONSTRUCTION INSPECTOR	19*
RECREATION AIDE, P/T	10

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RECREATION PROGRAM ADMINISTRATOR	15
RECREATION SUPERVISOR	12
ROAD FOREMAN, M/W	16
ROAD INSPECTOR, M/W	15
SANITARY LANDFILL CARETAKER	10
SANITARY LANDFILL SUPERVISOR	17
SENIOR ANIMAL ATTENDANT	14
SENIOR ANIMAL CONTROL OFFICER	16
SENIOR AUTOMOTIVE MECHANIC, MOSQUITO EXTERM. COMMISSION	14
SENIOR BLACKSMITH	16
SENIOR BRIDGE OPERATOR	11
SENIOR BUILDING MAINTENANCE WORKER	10
SENIOR BUILDING SERVICE WORKER	8
SENIOR CHILDREN'S SUPERVISOR	10
SENIOR CONSTRUCTION INSPECTOR	19
SENIOR COOK	12
SENIOR COOK, PENAL INSTITUTION	12
SENIOR ENGINEERING AIDE	13

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SENIOR GROUNDSKEEPER	11
SENIOR HIGHWAY & BRIDGE CONSTRUCTION INSPECTOR	16
SENIOR INSPECTOR, MOSQUITO EXTERMINATION COMMISSION	14
SENIOR MAINTENANCE REPAIRER	14
SENIOR MAINTENANCE REPAIRER (CARPENTER)	14
SENIOR MAINTENANCE REPAIRER (ELECTRICIAN)	14
SENIOR MAINTENANCE REPAIRER (LOCKSMITH)	14
SENIOR MAINTENANCE REPAIRER (MASON & PLASTERER)	14
SENIOR MAINTENANCE REPAIRER (PAINTER)	14
SENIOR MAINTENANCE REPAIRER (REFRIG. & AIR CONDITIONING)	14
SENIOR MAINTENANCE REPAIRER (PLUMBER & STEAMFITTER)	14
SENIOR MAINTENANCE REPAIRER, ROADS & BRIDGES	14
SENIOR MECHANIC	14
SENIOR MECHANIC AND BODY AND FENDER REPAIRER	16
SENIOR MECHANIC (DIESEL)	16
SENIOR MORGUE ATTENDANT	11
SENIOR RECOVERY AIDE, SOCIAL DETOXIFICATION PROGRAM	10
SENIOR ROAD INSPECTOR	16

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SENIOR SECURITY GUARD	17
SENIOR TRAFFIC MAINTENANCE WORKER	12
SENIOR VETERINARY MEDICAL TECHNICIAN	18
SENIOR YOUTH AIDE	12
SENIOR YOUTH GROUP WORKER	15
SEWER EQUIPMENT OPERATOR	12
SEWER MAINTENANCE FOREMAN, M/W	16
SIGN DESIGNER, PROCESSOR & LETTERER	13
SIGN DESIGNER, PROCESSOR & LETTERER FOREMAN, M/W	16
SIGN DESIGNER, PROCESSOR LETTERER ASSISTANT FOREMAN, M/W	14
SIGN MAKER	7
SOCIAL WORKER, DRUG ABUSE	16
STATIONARY FIREMAN, M/W	13
STOREKEEPER	15
TEACHER, JUVENILE FACILITIES	17*
TIRE SERVICE REPAIRER	12
TRAFFIC COUNTING MACHINE REPAIRER	12
TRAFFIC ENUMERATOR	10

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TRAFFIC MAINTENANCE FOREMAN, M/W	16
TRAFFIC MAINTENANCE SUPERVISOR	18*
TRAFFIC MAINTENANCE WORKER	10
TRAFFIC SIGNAL ELECTRICIAN	16
TRAFFIC SIGNAL FOREMAN, M/W	18
TRAFFIC SIGNAL REPAIRER	13
TREE CLIMBER	13
TREE TRIMMER	11
TREE FOREMAN, M/W	16
TRUCK DRIVER	11
VETERINARY MEDICAL TECHNICIAN	17
YARD FOREMAN, M/W	15
YOUTH AIDE	10
YOUTH GROUP WORKER	14

*TITLES EXEMPT FROM OVERTIME AND CTO.

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BERGEN COUNTY
BLUE COLLAR - STEP SYSTEM - EFFECTIVE 1/1/81

GRADE	Increase over 1980	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 1
X06)	275	7,329	7,792	8,255	8,718a	9,383	9,846	10,308	10,710	11,181	11,634	11,634
X07)	280	7,362	7,824	8,287	8,750	9,213	9,784	10,247	10,710	11,181	11,634	11,634
X08)	285	7,395	7,858	8,320	8,783	9,246	9,709	10,256	10,718	11,181	11,634	11,634
X09)	290	7,517	7,971	8,624	9,177	9,731	10,284	10,838	11,391	11,944	12,497	12,497
X10)	295	7,550	8,103	8,656	9,210	9,763	10,316	11,028	11,581	12,134	12,694	12,694
X11)	300	7,708	8,262	8,815	9,368	9,922	10,475	11,029	11,587	12,140	12,694	12,694
X12)	305	8,080	8,634	9,187	9,741	10,294	10,847	11,401	12,041	12,665	13,219	13,219
X13)	340	8,602	9,256	9,910	10,565	11,219	11,873	12,619	13,273	13,926	14,580	14,580
X14)	345	8,997	9,651	10,305	10,959	11,613	12,267	13,213	13,867	14,521	15,175	15,175
X15)	350	9,441	10,091	10,745	11,399	12,053	12,707	13,361	14,015	14,669	15,301	15,301
X16)	355	9,968	10,622	11,276	11,930	12,584	13,238	13,891	14,558	15,212	15,866	15,866
X17)	360	10,612	11,266	11,920	12,574	13,228	13,882	14,536	15,190	15,984	16,638	16,638
X18)	450	11,222	12,077	12,933	13,788	14,643	15,498	16,424	17,279	18,134	19,034	19,034
X19)	455	11,461	12,316	13,167	14,022	14,877	15,732	16,560	17,443	18,298	19,153	19,153
X20)	460	12,193	13,048	13,903	14,758	15,613	16,468	17,324	18,179	19,034	19,889	19,889

17,292

BERGEN COUNTY
 BLUF COLLAR - STEP SYSTEM - EFFECTIVE 1/1/82

Increase over 1981	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
275	7,604	8,067	8,530	8,993	9,658	10,121	10,583	10,990	11,466		
280	7,642	8,104	8,567	9,030	9,493	10,064	10,527	11,003			
285	7,680	8,143	8,605	9,068	9,531	9,984	10,541				
290	7,807	8,261	8,914	9,467	10,021	10,574	11,128	11,681	12,234		
295	7,845	8,398	8,951	9,505	10,058	10,611	11,323	11,876	12,429		
300	8,008	8,562	9,115	9,673	10,222	10,775	11,329	11,887	12,440	12,994	
305	8,385	8,939	9,492	10,046	10,599	11,152	11,706	12,346	12,970	13,519	
340	8,943	9,596	10,250	10,905	11,559	12,213	12,959	13,613	14,266		
345	9,342	9,996	10,650	11,304	11,958	12,612	13,558	14,212	14,866		
350	9,791	10,441	11,095	11,749	12,403	13,057	13,711	14,365	15,019	15,651	
355	10,323	10,977	11,631	12,285	12,939	13,593	14,246	15,213	15,867	16,521	
360	10,972	11,626	12,280	12,934	13,588	14,242	14,896	15,550	16,344	16,998	17,652
450	11,672	12,527	13,383	14,238	15,093	15,948	16,874	17,729	18,584		
455	11,916	12,771	13,622	14,477	15,332	16,187	17,015	17,898	18,753	19,608	
460	12,653	13,508	14,363	15,218	16,073	16,928	17,784	18,639	19,494	20,349	

Dental Insurance - N.J. Dental
Service Plan, Inc

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.~~

BERGEN COUNTY EMPLOYEES

PROPOSED PROGRAMS AND MONTHLY RATES

FFR 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 \$1,000.00.~~

~~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>5 yrs</u>	<u>3 yrs</u>	<u>3 yrs</u>
Program II-A	7.11 7.32	12.30	21.57
Program II-B	6.76	10.58	19.19
Program III-A	8.27 8.52	14.14 14.56	23.43 24.1
Program III-B	7.27	12.16	20.68

+ — for ortho + .44 for ortho + 1.60 for ortho

NR 1/1/72

BERGEN COUNTY EMPLOYEES

UNDERWRITING POLICY AND REQUIREMENTS

NGESP'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 FULL COST FOR ALL ELIGIBLE EMPLOYEES AND DEPENDENTS WITH AN ENROLLMENT 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 NGESP.

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.

SOCIAL SECURITY NO.		LAST NAME		FIRST	INITIAL	MO.	DAY	YR.	M.	F.	U.S. LOCAL	FOR DSP USE ONLY	
HOME ADDRESS		ZIP CODE		SIGNATURE		DATE		EMPLOYEE NO.		GROUP NO.		GROUP NUMBER	
NAME OF GROUP		LOCATION OF BRANCH		DATE FILLED		If existing are eligible dependent, ALL must be enrolled.		MARITAL STATUS: SINGLE, MARRIED, WIDOWED		Does spouse have a Dental Plan? Yes <input type="checkbox"/> No <input type="checkbox"/>		If answer is "yes," are dependents enrolled under this plan? Yes <input type="checkbox"/> No <input type="checkbox"/>	
LAST NAME (MS. Herein)	FIRST NAME	INITIAL	SEX	DATE OF BIRTH (MO. DAY YR.)	LAST NAME (If Different)	FIRST NAME	INITIAL	SEX	DATE OF BIRTH (MO. DAY YR.)				
2	SPOUSE												
3	CHILD												
4													
5													

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

SIGNATURE _____ DATE _____

GOVERNING ADMINISTRATIVE POLICIES

Unlike medical care where the diagnosis dictates almost critically 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 no 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 if it is unsatisfactory and cannot be made satisfactory.

(d) optional;

In all cases in which the nature and extent of a comprehensive plan of treatment is decided upon prior to the signing of the contract, NJDSP will pay the applicable portion of the lesser fee. The patient is responsible for the balance of the dentist's fee.

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 MOB 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. The maximum time for pre-determination of benefits is directly related to the 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 month. 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 periodic audits to assure that correct procedures are followed in the processing systems. In addition, a random selection of forms are referred to regional consultants for clinical audits. These audits are for the determination of quality of care provided.

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.

1. PARTICIPATING DENTISTS

1. The form should contain the subscriber's social security number, group number, name and address of employer, the name of the patient receiving services, the patient's relationship to the subscriber, and the patient's birth date. (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 dentist will review the form and sign it if request for payment. If the dentist will again sign the form, entering date of service if a request for payment on a pre-determined basis, indicate that all treatment shown has been rendered.
7. A check is sent to the dentist by NJDSP for the amount of the bill covered by NJDSP, and the dentist submits the statement to the patient for the patient's portion of his bill.

2. NON-PARTICIPATING DENTISTS

1. Non-participating dentists will submit an Attending Dentist's Statement in the same manner as participating dentists. NJDSP will make payment to the dentist who is then responsible for making the patient aware of the dentist for all of the details of the bill.

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
00200 RADIOGRAPHS	
00230 Intraoral-complete series (including bitewings)	\$ 20.00
00231 Intraoral-single film	\$ 3.00
00232 Intraoral-each additional film	\$ 2.00
00240 Intraoral-occlusal, single film	\$ 5.00
00270 Bitewing-single film	\$ 3.00
00280 Bitewing-each additional film	\$ 2.00
00330 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
01530 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 Inlay, 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 Recement 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 filing	\$ 17.00
03920 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 Peridental pulpal procedures	\$100.00
04300 ADJUNCTIVE PERIODONTAL SERVICES	
04320 Provisional splinting - intracoronal ..	\$ 40.00
04321 Provisional splinting - extracoronal ..	\$ 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
04510 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 rests, 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
06600 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)	\$ 63.00
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)	\$ 6.00

* B/R - BY REPORT

E-12

GENERAL PROVISIONS - *Disability Insurance*

(Group) Disability Insurance - Occupational Income Insurance

No examinations are required. Each employee will be asked to complete an enrollment card. ~~If the employer pays the entire cost of the plan, all eligible employees must be enrolled. If other than dental, vision care or audio benefits are included in the plan, the Employees ~~are~~ shall~~ ^{50%} ~~be~~ ^{of} ~~asked~~ to contribute toward the cost of their insurance, and 75% of ~~these~~ ^{100%} ~~employees~~ ^{of} eligible must be enrolled. Coverage for an employee not actually at work on the date his insurance would otherwise become effective, shall not become effective until the employee returns to active work. *Coverage shall become effective 1/1/80.*

None of the following Beneficial National Life Insurance Company

ELIGIBLE EMPLOYEES - All full-time permanent employees regularly working at least ~~20~~ ¹²⁰ hours weekly.

ELIGIBLE DEPENDENTS - Not applicable.

~~SERVICE~~ WAITING PERIOD:

Present Employees - None

New Employees - *90 days*

*Benefit: 70% of weekly gross pay (not more than \$1000)
No waiting period for 52 weeks
Estimated cost/person/month - \$5.01*

Administration of the plan has been designed to keep paper work to a minimum. Upon installation of a plan a qualified Company representative will explain the few simple procedures to be followed in the operation of the plan.

This proposal is not a contract and all provisions of the plan will be subject to the terms of the master policy issued to the employer. Each insured employee will be issued an individual certificate outlining the benefits for which he will be insured.

John ...

DISABILITY INCOME

An employee will receive an income while he is totally disabled and unable to work as a result of a non-occupational accident or a sickness for which benefits are not payable under any Workmen's Compensation Law.

The income will begin as of the day of disability indicated in the Schedule of Benefits. It is payable for the maximum period of weeks for each disability indicated in the Schedule of Benefits.

The disability must begin while the employee is insured; successive periods of disability are considered as one unless (a) they are separated by at least one week of active full-time work, or (b) they are due to unrelated causes and are separated by complete recovery.

The employee does not have to be confined to his home to receive these benefits, but must be under the care of a legally qualified physician.

COORDINATION WITH OTHER GROUP PLANS

Benefits for reimbursement of medical or dental expenses are coordinated with similar benefits payable to the insured under other group plans in order to prevent combined benefit payments that are in excess of actual covered expenses.

Schedule F-2

The Richard - Thomas Agency

FEB 20 1980

*Linden Plaza
Suite 211
Great Neck, New York*

Telex 7-0584

February 19, 1980

Thomas Hogan
Hogan & Pallace Esq.
20 Court Street
Hackensack, New Jersey 07601

Dear Mr. Hogan:

This is to confirm the fact that we have a commitment to write a disability policy covering Bergen County Employees Council #5, with the following disability plan:

70% of weekly salary. Maximum \$150.00
60 day waiting period
52 week benefit period
full coverage for pregnancy
cost 5.01 per employee per month based on approximate
1,450 eligible employees
75% participation required if contributory
no male female content required in the 75%

Mr. John Berberich's letter to the freeholders had no meaning other than as a courtesy cover letter, and Mr. Berberich will be writing a letter of explanation stating that we are the original agents of record and should remain so.

Very truly yours,

THE RICHARD - THOMAS AGENCY


Richard T Sklover

RS/ek

Schedule F-3