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AGREEMENT BETWEEN
CITY OF BRIGANTINE,
NEW JERSEY
AND
BRIGANTINE COMMUNICATIONS
OFFICERS
FOR PUBLIC SAFETY

JANUARY 1, 1999 - DECEMBER 31, 2001

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AGREEMENT

THIS AGREEMENT entered into as of this day of _____, by and between the CITY OF BRIGANTINE, in the county of ATLANTIC, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the BRIGANTINE COMMUNICATIONS OFFICERS FOR PUBLIC SAFETY hereafter called the "BCOPS", represents the complete and final understanding on all bargainable issues between the City and the BCOPS.

ARTICLE 1

Purpose

A. This Agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1974 of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the City and employees; to prescribe the rights and duties of the City and employees; to provide for the resolution of legitimate grievances all in order that the Public Service shall be expedited and effectuated in the best interest of the people of the City of Brigantine and its employees and the City.

ARTICLE 2

Recognition

A. The City recognizes the BCOPS as the exclusive bargaining representative for all full time regular "911 Telecommunicators" employed by the City of Brigantine, excluding all other employees, and all supervisors having the power to hire, discharge, discipline, evaluate employees, promote or effectively recommend same. Also excluded from the bargaining unit are (i) seasonals; and (ii) temporary employees.

B. The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

ARTICLE 3

Management Rights

A. The City of Brigantine hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees; and to require compliance by the employee is recognized.

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

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

6. The City reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

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

ARTICLE 4

Non-Discrimination

A. The City and the BCOPS agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, disability or political affiliation,

B. The City and the BCOPS agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the BCOPS against any member because of the member's membership or non-membership or activity or non-activity in the BCOPS.

ARTICLE 5

Maintenance Of Work Operations

A. The BCOPS hereby covenants and agrees that during the term of this Agreement, neither the BCOPS nor any person acting in its behalf will cause or authorize, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the City. The BCOPS agree that such action would constitute a material breach of this Agreement.

B. The BCOPS agree that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the City, and that the BCOPS will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the BCOPS order.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the BCOPS or its members.

D. The City agrees that it will not engage in the lock-out of any of its employees.

ARTICLE 6

Grievance Procedure

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

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

C. 1. The term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

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

Step One:

The aggrieved or the BCOPS shall institute action under the provisions hereof within five working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief for the purpose of resolving the matter informally. Failure to act within said five working days shall be deemed to constitute an abandonment of the grievance.

Step Two:

If no agreement can be reached informally within five working days of the initial discussion with the Chief, the employee or the BCOPS may present the grievance in writing within five working days thereafter to the City Manager. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy request by the grievance. The City Manager will respond in writing within ten working days of receipt of the written grievance.

Step Three:

If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation within 10 days of the date that the decision is due from the City Manager. The costs for the services of the mediator shall be borne equally by the City and the employee. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the mediator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The mediator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The mediator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the mediator shall be final and binding.

F. Upon prior notice to and authorization of the City Manager the designated Representative of the employee shall be permitted as a member of the Grievance Committee to confer with employee and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Brigantine or require the recall of off-duty employees.

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

ARTICLE 7

Employee Representation

A. The BCOPS must notify the City as to the names of officers and accredited representatives.

ARTICLE 8

Personnel Files

A. The City shall establish personnel files or confidential records which shall be maintained under the direction of the City Manager.

B. Upon prior notice to the Office of the City Manager, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied or delayed (two working days).

C. The City shall not insert any adverse material into any file of the employee, unless the employee has had an opportunity to review, sign and receive a copy of and comment in writing upon the adverse material, unless the employee waives these rights.

D. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file.

ARTICLE 9

Discharge And Suspension

A. No permanent employee who has completed the ninety (90) day probationary period shall be discharged, suspended or otherwise disciplined without just cause. With respect to suspensions and discharges, the City will notify the employee within twenty-four (24) hours and shall have a meeting within five (5) days thereafter at the employee's request.

B. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the City in writing within five (5) working days of the disciplinary action; otherwise, the same will be considered to have been made for just cause.

C. Disciplinary warnings, if in writing, will be issued to the employee. All warnings shall include the reasons for the issuance of the warning. No grievance disputing the warning will be considered unless it is submitted in writing within five (5) working days of its issuance.

D. The employee may grieve and obtain binding arbitration under the provisions of this Agreement as to whether the employee has been discharged or suspended for more than five (5) days for just cause. No other disciplinary action shall proceed beyond Step Two in the Grievance procedure.

ARTICLE 10

Work Week

A. The basic work week shall consist of four (4) days of eight and one half (8-1/2) hour rotating shifts per week, plus 16 hours of in service training per year.

B. The City reserves the right to modify the schedule, providing it does not exceed a forty (40) hour work week.

C. Telecommunicators shall have an appropriate meal period.

ARTICLE 11

Salaries

A. Effective the first pay of each year, the annual base salaries to be paid for the employees of the City covered by this agreement and hired prior to January 1, 1996 shall be as follows:

<u>1999</u>	<u>2000</u>	<u>2001</u>
\$37,250.00	\$38,350.00	\$39,600.00

B. Effective the first pay of each year, the annual base salaries to be paid for the following employees of the City hired subsequent to January 1, 1996 shall be as follows:

	<u>1999</u>	<u>2000</u>	<u>2001</u>
First Year	\$27,818.00	\$27,818.00	\$27,818.00
Second Year	\$30,176.00	\$30,451.00	\$30,764.00
Third Year	\$32,534.00	\$33,084.00	\$33,709.00
Forth Year	\$34,892.00	\$35,717.00	\$36,655.00
Fifth Year	\$37,250.00	\$38,350.00	\$39,600.00

C. All employees' annual base salaries are listed above. An employee's annual salary equals an employee's base salary plus longevity. An employee's hourly rate is computed by dividing the employee's annual salary by 2,080. An employee's daily rate of pay shall be computed by dividing his or her bi-weekly salary by ten (10).

ARTICLE 12

Uniforms

A. The City agrees to provide the following uniforms each year during the month of June:

2 long sleeve shirts

2 short sleeve shirts

2 long pants

B. Any issues related to uniforms, such as replacing worn or damaged or ordering new will be addressed to the Director of Public Safety.

ARTICLE 13

Overtime

A. All time worked in excess of the assigned duty shift shall be overtime.

B. All time worked in excess of the assigned work week shall be overtime.

C. Employees shall be compensated at one and one-half (1-1/2) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) in a week or eight and one half (8-1/2) hours in one day.

D. Employees terminating their employment with the City, or having their employment terminated by the City, shall be entitled to be paid for overtime work accrued on an hour for hour basis.

E. An employee may request compensatory time off in lieu of overtime which shall be granted at the discretion of the Chief of Police based on the needs of the Department.

F. If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal shift. The City shall have the right to retain the employee on duty for the minimum time period.

ARTICLE 14

Longevity

A. The City shall pay longevity to employees in accordance with the following schedules:

<u>Years of Service</u>	<u>Longevity Pay</u>
Five (5) years service	2%
Ten (10) years service	4%
Fifteen (15) years service	6%
Twenty (20) years service	8%
Twenty-five (25) years service	10%

B. Longevity shall be computed from the employee's date of appointment and calculated and become effective on the employee's anniversary date.

C. Employees appointed to full-time positions subsequent to January 1, 1996 shall not be eligible for longevity pay.

ARTICLE 15

Holidays

A. Employees covered by this agreement shall be granted sixteen (16) days off with pay as holidays, to be used in the same manner as vacations. Employees may elect to sell back to the City, up to twelve (12) holidays at the employee's regular rate of pay. The City must be notified by November 1 of the same year of the employee's intent to buy back his holidays, to receive payment on the 1st pay day of December, in a separate check. Employees who use all days by December 1 of the current year, will be granted one extra day.

B. There shall be five (5) premium holidays as follows:

New Year's Day (January 1)

Memorial Day

Fourth of July (July 4)

Labor Day

Thanksgiving Day OR the day after Thanksgiving

Employees who work on these premium holidays shall be compensated at one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked on the holiday, in addition to the employee's regular day's pay, and the employee shall have one day deducted from their holiday bank of days. Overtime hours or a call-out on a premium holiday shall be paid at two and one-half (2-1/2) times the employee's hourly rate of pay for the actual hours worked.

1. An employee scheduled to work on both Thanksgiving Day, and the day after Thanksgiving shall only receive premium compensation for one (1) day. Payment for holidays shall be included in the employee's regular bi-weekly paycheck.

2. In the event that an employee is scheduled to work any part of the Memorial Day weekend, the Fourth of July weekend, the Labor Day weekend, or restricted time associated with holidays, the employee shall be credited with four (4) hours compensatory time, provided that he is not eligible for holiday pay.

a. Compensatory time credit is not applicable for time worked on these holiday weekends when the overtime rate for holiday time has been paid.

C. No employee on vacation will be permitted to work on a holiday which occurs during the vacation period, except when an emergency is declared by the Chief of Police and additional manpower is required for the safety of the City or the Police Department.

ARTICLE 16

Vacations

The following vacation schedule shall be implemented for employees covered by this agreement hired after January 1, 1996.

A. Vacations are earned on a calendar year basis. Vacation days are earned in one calendar year and taken in the next calendar year.

B. All employees, during their first calendar year of employment, shall accrue vacation leave on a pro-rata monthly basis based upon twelve (12) vacation days per year. This accrued time will be available to be taken as vacation time during the following calendar year of employment.

C. During their second calendar year of employment and thereafter, all employees shall accrue vacation leave on a pro-rata monthly basis based upon the number of vacation days specified below. The accrued time will be available to be taken as vacation time during the following calendar year of employment.

Years of Service Completed

in Calendar Year

One year

Two years

Three years

Four years

Five years

Six years

Seven years

Eight years

Nine years

Ten years

Eleven years

Twelve years

Thirteen years

Vacation Days

12 working days

12 working days

12 working days

12 working days

12 working days

16 working days

16 working days

16 working days

16 working days

16 working days

18 working days

18 working days

18 working days

Fourteen years	18 working days
Fifteen years	18 working days
Sixteen years and above	21 working days

The foregoing accrual schedule will become applicable for vacations earned in calendar year 1996 to be taken in calendar year 1997.

Example: An employee hired on July 1, 1995 would earn 5 days in 1995 which he could use in calendar year 1996. Since he will have one (1) year of service completed in 1996, he will earn 12 days in calendar year 1996, which he can use in calendar year 1997, and so on until calendar year 1999. Since he will have 3 years of service completed in 1999 he will earn 15 days in calendar year 1999, which he can use in calendar year 2000, and so on until calendar year 2005. Since he will have 6 years of service completed in 2001 he will earn 16 days in calendar year 2001, which he can use in calendar year 2002, and so on until calendar year 2006. Since he will have 11 years of service completed in 2006, he will earn 18 days in calendar year of 2006, which he can use in calendar year 2007, and so on until calendar year 2016. Since he will have 16 years of service completed in 2016, he will earn 21 days in calendar year 2016, which he can use in calendar year 2017. Thereafter, he will earn vacation at the rate of 21 days per calendar year, to be used in the following calendar year.

D. Employees hired prior to January 1, 1995 shall be entitled to one (1) day vacation for each month employed during the first calendar year of employment.

E. All employees hired prior to January 1, 1996, except those mentioned in Section D. above shall be entitled to fifteen (15) actual working days paid vacation through their fifth (5) calendar year of service.

F. Thereafter, employees hired prior to January 1, 1996, shall be entitled to twenty-two (22) actual working days paid vacation through

their fifteenth (15th) calendar year of service, and then they shall be entitled to twenty-six (26) actual working day paid vacation.

G. It is the intent of this Article to assure personnel covered by this agreement that they shall receive the maximum of actual vacation days to which they are entitled.

H. If an employee's illness or injury extends to where an employee does not have enough work days remaining in the year when he returned to take his accrued vacation days, or this vacation request is not approved, the accrued vacation days shall be carried over to be taken in the next calendar year.

I. Employees who terminate their employment with the City shall only be entitled to pay for those vacation days actually earned up to their termination date and proportionate thereto.

J. Employees who are called back to work while on vacation shall be compensated at twice the employee's normal rate of pay and will not lose their vacation days.

ARTICLE 16

Personal Days

A. All bargaining unit personnel shall enjoy four (4) personal days per year for personal, business, household or family matters described in this section and shall be non-accumulative.

B. Business means an activity that requires the employee's presence during the work-day and is of such a nature that it cannot be attended to at a time outside the work day.

C. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least three (3) days in advance. Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the work-day. Personal leave will not be granted if it interferes with the manpower needs of the department.

E. Only two (2) personal days may be taken by each employee between July 1 and Labor Day of each calendar year without Department Head approval.

F. For the purposes of payment for unused personal days upon resignation or retirement, employees shall accrue personal days at the rate of one (1) day for every three (3) months during the calendar year. Payment shall be received for unused, accrued personal days as of the date of resignation or retirement.

ARTICLE 17

Sick Leave

A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness or accident. Sick leave may also be used for short periods because of attendance of the employee upon a member of his immediate family who is seriously ill.

B. The term "immediate family" is hereby defined to include the following: spouse, child, grandparent, parent, brother, sister or spouse's parent.

C. An employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but no later than 2 hours prior to the employee's usual reporting time. Failure to give such notice may be cause of denial of the use of sick leave for that absence, and may constitute cause for disciplinary action. Absence for five (5) consecutive days without notice shall constitute a resignation on the employee's behalf.

D. All regular full-time employees shall accrue sick leave at the rate of one (1) working day per month during the first full year of employment and one and one-quarter (1 1/4) working days per month after completion of one full year of employment, and shall accumulate from year to year.

E. A certificate of a reputable physician in attendance shall be required as proof of need of the employee's leave after three (3) consecutive days sick leave or leave in attendance of a member of the employee's family, or after ten (10) days sick leave in any one (1) calendar year.

F. The Chief of Police may, at any time, require proof of illness of an employee on sick leave, whenever such a requirement appears reasonable.

ARTICLE 18

Family and Medical Leave

A. The City will grant employees a leave of absence in accordance with the Family and Medical Leave Act of 1993.

ARTICLE 19

Terminal Leave

A. All employees who retire under the Public Employee Retirement System shall be paid for their unused accumulated sick leave on the basis of one (1) day terminal leave pay for every three (3) accumulated sick days, not to exceed Fourteen Thousand Dollars computed upon the employee's base rate of pay at the time of retirement or death.

B. In order for an employee to be eligible for the benefits enumerated in Section A. of this Article, the employee must have completed his full twenty-five (25) years of employment and be eligible for full retirement under the P.E.R.S..

C. An employee terminating his employment for any reason other than retirement under the P.E.R.S. shall not be reimbursed for any unused accrued sick leave.

D. Terminal leave payment will be made to the estate of any employee who dies prior to retirement, but had completed the required 25 years of service and would have otherwise been eligible for payment.

E. Terminal leave shall be paid in one (1) lump sum at the time of retirement.

F. If possible, an employee terminating his employment shall notify the City of his retirement by October 1 of the year before he retires.

ARTICLE 20

Funeral Leave

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days.

B. The term "immediate family" shall include spouse, spouse equivalent, child (natural or adopted), grandparent, parent, brother, sister, spouse's parent, or any other relative living in the employee's household.

C. Funeral leave may be extended beyond the three (3) working day period, without pay, at the sole discretion of the City Manager or the Chief of Police.

ARTICLE 21

Military Leave

A. Military Leave will be granted in accordance with applicable state and federal statutes.

ARTICLE 22

Leave Without Pay To Fill Elective Office

A. A permanent employee shall be granted a leave without pay to fill elective public office for the period of the term of such office, up to six years.

B. Upon expiration of said term, the employee's name shall be placed on a special re-employment list.

ARTICLE 23

Jury Duty

A. The City agrees that any employee who is called to serve on jury duty will be detailed to day work, provided that the manpower needs of the department can be met without the need for overtime.

B. Employees will be permitted to serve on jury duty without any loss of pay.

ARTICLE 24

Health Insurance

A. The City agrees to provide full family hospitalization, dental, optical and prescription coverage pursuant to the Employee Health Care Plan as described in the City of Brigantine IDA Health Care Plan booklet.

B. The City reserves the right to change insurance carriers or institute a self-insurance plan, so long as the same or better benefits are provided.

C. BCOPS retiring from employment with the City shall have the option of continuing hospitalization, surgical and major-medical insurance coverage through the City. Retiring bargaining unit employees shall pay the full premium to the City, in which case the City shall then pay the insurance premium. All retired employees shall be eligible to exercise their rights under COBRA upon their retirement.

D. BCOPS shall become eligible for the above insurance coverage on the first of the month following the employee's first two (2) full months of employment.

HEALTH PLAN SUMMARY

A. NETWORK PLAN OPTION

1. Medical

- a. A \$10.00 payment for doctor office visits which are for diagnostic purposes. This payment will not be counted towards the deductible in the “Out of Network” plan.
- b. In hospital stays are covered at 100%.
- c. All deductibles are waived.
- d. 80/20 co-insurance requirement is waived.

2. Dental

- a. Preventive services are covered at 100%.
- b. Basic Dental services are covered at 100%.
- c. Major Dental services are covered at 70%.
- d. Orthodontic services are covered at 100% until age 19, with a lifetime maximum of \$2,000.

3. Vision

Vision benefits are provided by HORIZON EYE CARE ONLY.

4. Well Care

- a. 1 office visit every other month for babies during the first 18 months.
- b. Routine immunization covered during the first 18 months with the \$10.00 office visit payment.

5. Prescription Plan

- a. Generic prescription drugs at no cost.
- b. Brand name prescription drugs at co-pay of \$5.00.