

AGREEMENT

Between

BOROUGH OF MONTVALE

and

MONTVALE PUBLIC EMPLOYEES ASSOCIATION

January 1, 2006 through December 31, 2009

Strasser & Associates
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Paramus, NJ 07652-3601

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PREAMBLE

This Agreement entered into as of this ¹⁴20 day of  2007, between the BOROUGH OF MONTVALE in the County of Bergen, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Borough"), and the MONTVALE PUBLIC EMPLOYEES ASSOCIATION (hereinafter called the "Association").

ARTICLE I

RECOGNITION

A. The Borough recognizes the Association as the Representative for the purposes of collective negotiations for all full time non-supervisory blue collar employees employed within the Department of Public Works, but excluding managerial executives, professionals, confidential employees, supervisors within the meaning of the Employer/Employee Relations Act (inclusive of the Superintendent and Assistant Superintendent of Public Works), Police Officers, Borough Mechanic, clerical employees and all other Borough employees (including building maintenance employees who are not employed within the Public Works Department) probationary employees, part time employees, seasonal and temporary employees.

B. When titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RIGHTS

A. The Borough 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. To exercise executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;
2. 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;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
4. To establish a code of rules and regulations of the Department for the operation of the Department. Prior to establishing such new rules or modifying existing rules that intimately and directly affect the work and welfare of the employees, the Borough shall discuss same with the Association.

B. Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Department and control the work of its personnel, nor to deny or restrict the Borough in any of its rights, responsibilities and authority under N.J.S.A. 40A, or any other national, state, county or local laws or ordinances.

ARTICLE III

DATA FOR FUTURE BARGAINING

A. The Borough agrees to make available to the Association upon written request from the Association all relevant public data that the Association may require to negotiate collectively.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Purpose:

1. 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 this Agreement.
2. 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.

B. Definition:

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or any rule or regulation affecting employment conditions, and may be raised by an individual, the Association on behalf of an individual, or individuals, or the Borough. With regard to the Borough, the term grievance as used herein means a complaint or controversy of mandatorily negotiable terms and conditions of employment expressly covered by this Agreement.

C. Steps of the Grievance Procedure:

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:

1. Where the word "days" is used in this Article, it shall be construed as meaning working days.
2. If the Borough fails to answer a grievance within the prescribed time limits set forth herein, the Association may immediately process the grievance at the next step of the grievance procedure, and if the grievance is not timely processed to the next step within the time limits, it shall be deemed to be abandoned.

ARTICLE V

BULLETIN BOARD

A. The Borough will supply and maintain a bulletin board specifically marked for Association notices, upon which the Association may post notices of Association meetings and activities which have been signed by the Shop Chairperson of the Association.

B. No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to operations may be rejected for posting by the Supervisor. However, approval for posting shall not be unreasonably withheld.

ARTICLE VI

JURY DUTY PAY

A. Employees called for jury duty shall be granted time off as the court requires. The employee will be paid only for that time actually required to serve on jury duty and if there are times the employee is not scheduled for jury duty, he/she must report for work. All requests for Jury Duty leave must be filed in advance with the Superintendent of Public Works.

ARTICLE VII

MAINTENANCE OF WORK OPERATIONS

A. The parties agree that there shall be no lockouts, strikes, work stoppages, job actions or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate or condone such activity.

B. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Borough. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of State statute, and other applicable provisions of this Agreement.

ARTICLE VIII

ASSOCIATION REPRESENTATIVES

A. The employer recognizes the right of the Association to designate one (1) representative for the enforcement of this Agreement. The Association shall furnish the employer, in writing, the name of the representative and notify the employer of any changes.

B. The authority of the representative so designated by the Association shall be limited to, and shall not exceed, the following duties and activities.

1. The presentation of grievances in accordance with the provisions of the collective negotiations agreement;
2. The transmission of such messages and information which shall originate with and are authorized by the Association or its officers.

C. When requested by management, the designated Association representative shall be granted time, with pay, during working hours to attend grievance proceedings.

D. The Association may designate up to two (2) representatives to attend meetings and conferences on contract negotiations with Borough officials. Such meetings will be scheduled at reasonable times by mutual agreement of the parties which will not normally occur during regular work hours.

Notwithstanding the foregoing, if a meeting or part thereof is scheduled during normal work hours the two designated Association representatives will not lose regular straight time pay, but there shall be no pay for time spent in negotiations beyond the normal work day.

ARTICLE IX

EMPLOYEES' BASIC RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, the employer hereby agrees that every eligible employee shall have the right freely to organize, join and support the Association, for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Association agrees that employees shall also have the right to refrain from joining the Association.

ARTICLE X

EXCLUSIVITY OF ASSOCIATION REPRESENTATION

A. The employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association with regard to the categories of personnel covered hereunder during the term of this Agreement.

ARTICLE XI

HOURLY RATE

A. To compute the base hourly rate of any employee, his annual base salary shall be divided by 2080 hours.

ARTICLE XII

WORK INCURRED INJURY

A. Where an employee covered under this Agreement suffers a work-connected injury or disability, the Borough, in its discretion, may continue such employee at full pay with all standard deductions during the continuance of such employee's inability to work for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough.

B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Mayor and Council may reasonably require the said employee to present such certificates from time to time.

C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, establishing such further period of disability, and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court, shall be binding upon the parties.

D. For the purpose of this Article, injury or illness incurred while the employee is attending a Borough sanctioned training program, shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave, or as an injury-on-duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation Judgment. or if there is an appeal there from, the final decision of the last reviewing Court.

F. An injury-on-duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XIII

LEAVE OF ABSENCE

A. All permanent full-time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days.

B. The employee shall submit in writing all the facts bearing on the request, to his supervisor, who shall append his recommendations and forward the request to the Borough Council. The Borough Council shall consider each case on its merits and without establishing a precedent. Should the Borough deny an employee's request for a leave of absence, the Borough shall provide reasons therefore.

C. The leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Borough. Normally, it shall be granted only when the employee has used his accumulated sick and vacation leave, in the case of illness or his vacation leave, if leave without pay is requested for reasons other than illness.

D. At the expiration of such leave, the employee shall be returned to the position from which he is on leave, and will receive, as of the date of his return, all benefits he would have received had he not taken the leave.

E. Seniority shall be retained and shall accumulate during all such leaves.

ARTICLE XIV

MEDICAL COVERAGE

A. The Borough shall continue to provide and pay for hospitalization coverage, medical/surgical and major medical coverage together with prescription and vision as provided under the Borough of Montvale Health Benefits Program for employees covered by this Agreement, and their families, consistent with coverages issued by the Borough.

Effective April 1, 2008 the Borough of Montvale Health Benefits Program (MHBP) shall be modified for employees covered by this Agreement to include coverages provided by the North Bergen Joint Insurance Fund ("B-Med"). Included within the B-Med provided health insurance coverages are specified medical plan, vision plan, and prescription plan coverages which may and shall be applied to all employees included within the instant negotiations unit, as follows:

Employees hired by the Borough prior to April 1, 2008, and their covered dependents, shall be provided medical coverage pursuant to B-Med's Aetna Patriot X Plan. Employees hired by the Borough after April 1, 2008 and placed within the negotiations unit after that date, and their dependents, shall be provided B-Med's Aetna Patriot V Plan. The Borough shall adopt and place within the MHBP the summary plan descriptions provided by B-Med and denominated the Borough of Montvale QPOS Patriot V and Patriot X Plans. Employees and their dependents covered under such plans shall be responsible to pay the various physician fees and medical charges allocated for payment by the schedule of benefits set forth in the respective summary plan documents affecting them.

B. The Borough shall have the right to change insurance providers as long as equivalent provisions are provided and shall inform the employees prior to the implementation of any change in carrier.

C. The Borough shall provide a full family prescription plan. The Borough shall provide a retail prescription benefit wherein employees employed prior to April 1, 2008 and their covered dependents shall be responsible to pay 10% of the discounted retail prescription charge. Employees hired after April 1, 2008 and their covered dependents shall pay 30% of the discounted retail benefit. The Borough shall provide a mail –in prescription benefit whereby employees and their covered dependents may obtain up to a ninety (90) day prescription benefit at such co-pays assessed to employees under the prescription plan. Maintenance drugs may not be submitted under the retail plan. A maintenance drug is defined as a prescription completed by a physician which is intended for sustained usage (i.e., more than ninety days), except that the initial thirty-day supply of such prescribed medication may be submitted at a retail pharmacy.

D. The Borough shall continue to provide a full family dental plan to include an 80/20 co-payment plan with an orthodontic rider of a maximum of Five Hundred Dollars (\$500.00) per family member.

E. The vision plan benefit shall be an annual reimbursement not to exceed \$500.00 covering vision checks and eyeglasses.

ARTICLE XV

LIFE INSURANCE

A. The Borough will provide, at its own cost and expense and without cost to the employees covered hereunder a Fifteen thousand Dollar (\$15,000.00) life insurance policy of the same nature as the one in existence.

ARTICLE XVI

PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Borough Clerk or other suitable place.

B. Any employee may, by appointment, review his personnel file. This request for appointment for review must be made to the designated Borough representative.

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

D. All personal history files will be carefully maintained and safeguarded. Nothing placed in any files shall be removed there from, except upon agreement between the individual and the Borough.

ARTICLE XVII

MILITARY LEAVE

A. Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted, in accordance with the laws applying to such cases.

ARTICLE XVIII

SENIORITY AND PROMOTIONS

A. The seniority of an employee is defined as the length of continuous uninterrupted service as a negotiations unit employee, including any periods of approved leave of absence, dating back to his/her last date of hire.

B. In the event of layoffs or rehiring, the last person hired shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with his/her seniority, provided the more senior employee is able to do the available work in a satisfactory manner, and provided that he/she has the proper qualifications.

C. When the Borough determines that promotions to a higher labor grade or transfers to another grade within the negotiations unit are in order, it shall make such promotions or transfer from its regular employees whenever possible. The factors to be considered by the Borough in making such promotions or transfers shall be qualifications and ability to perform the work and where the senior employee has the qualifications and ability he/she shall be granted the promotion or transfer subject to the trial period. If an employee so promoted or transferred is not deemed qualified after a thirty (30) day trial period, the Borough may remove him and retransfer him to his former position.

D. The Borough agrees to post all job openings for any position on the bulletin board at the garage for a period of five (5) workdays. Employees may apply, if qualified, as the requirements of the job opening dictates.

ARTICLE XIX

PENSION

A. The Borough shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey, more particularly N.J.S.A. 43:1 et. seq.

ARTICLE XX

DISCIPLINE

A. Any employee may be appropriately disciplined or discharged for just cause, all subject to and pursuant to applicable State law.

ARTICLE XXI

FUNERAL LEAVE

A. In the event of the death of an employee's father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, or step-child, grand child or any other relative living in the household of the employee, the said employee shall not be required to work on any of the three (3) work days immediately following the date of death and shall not lose pay for such time off.

B. In the event of death of an employee's brother-in-law, sister-in-law or grandparent, the employee may be excused for the day of the funeral.

C. Days in addition to the above may be granted, as determined in the discretion of the Superintendent of the Department. If such additional days are granted, however, they shall be charged against the employee's vacation or sick leave or other available time.

ARTICLE XXII

TERMINAL LEAVE

A. Terminal leave program shall be implemented as follows: One half of all unused sick days in any year shall be deposited in a terminal leave bank to a maximum of seventy-five (75) working days. Upon retirement, employees covered by this Agreement will be entitled to time off with full compensation and benefits commensurate with the total number of days accumulated.

ARTICLE XXIII

CALL IN TIME

A. A minimum of one (1) hour's pay, at the rate of time and one-half (1 ½) the regular rate of pay, shall be paid to each employee who is called in for emergency work at other than his regular shift. Time worked in excess of the first hour, of at least ten (10) minutes duration, shall be paid to the next half hour. This shall be paid in addition to stand-by pay.

B. Stand-by pay shall be paid to an individual who is on stand-by at the rate of One Hundred Fifty Dollars (\$150.00) per week during this contract period. Effective August 1, 2004 the stand-by rate shall be increased to \$200.00 per week and effective August 1, 2005 it shall be increased to \$225.00 per week.

C. Any time a stand-by employee is called, he must respond to the scene within one half hour of the time he is paged by the Borough designated Dispatcher or notified by said Dispatcher or by the Borough Administrator or the Superintendent of Public Works.

D. Any time a second employee is needed for an emergency calling, he shall receive a minimum of two (2) hours of overtime.

ARTICLE XXIV

HOLIDAYS

A. Employees in the bargaining unit shall be entitled to the following paid holidays and the Department of Public Works shall be closed except for emergency times as determined by the Borough of Montvale:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day and Day After
Christmas Day

The actual dates of the holidays shall be established by the Mayor and Council by Resolution, when established for the Administrative non-contractual employees. Holiday time may not be accrued or carried over from year to year.

B. Two floating holidays, one each to replace Martin Luther King Day and Good Friday, to be taken any time during the year. If not used during the calendar year, they will be lost with no ability to be carried or receive pay.

C. Two one-half day holidays: one ½ day to be taken immediately before the day the Christmas Day holiday is observed; and one ½ day to be taken immediately before the day the New Year's Day holiday is observed.

D. If Christmas Day and New Year's Day fall on Saturday, these ½ day holidays shall be observed on the Thursday before the holidays.

If Christmas Day and New Year's Day fall on Sunday, the holidays shall be observed on Monday. In that case, the two ½ day holidays shall be observed on the Friday before the holidays.

E. If an employee is required to work on a given holiday, the employee shall receive the holiday pay at straight time, plus time and one half (1 ½) for the actual hours worked on the holiday.

F. If a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. If a holiday falls on a Sunday, it shall be celebrated on the following Monday.

ARTICLE XXV

MEDICAL EXAMS

A. The Borough shall continue to provide to each covered employee a medical examination to be completed by the Borough's physician. The Borough shall pay for such medical examination each year. These medical examinations shall normally be done in September.

B. If the employee chooses to use his own physician, the Borough shall pay for such physical, up to the limit of One Hundred Twenty-five Dollars (\$125.00) for a history and physical exam with doctor including blood chemistry, complete blood count and urinalysis tests.

C. If the employee chooses, the Borough shall permit the employee to elect not to have a physical done in any calendar year and apply the amount to a more detailed physical the following year. The employee will then provide the municipality with a complete copy of the physical examination report as provided by the physician.

ARTICLE XXVI

PERSONAL LEAVE TIME

A. After one (1) year of service with the Borough employees covered under this Agreement shall be entitled to two (2) days per calendar year during which he may be absent from duty for the purpose of taking care of and providing for business affairs, family affairs, and personal problems, which cannot be attended to on their days off. The employee shall not be obligated to disclose the reason for requesting such personal time off.

B. Time under this Article may not accumulate from year to year. There shall be no more than two (2) such days in any calendar year.

C. Personal leave time granted in this Article shall be consistent with the efficient operation of the Department and may be utilized only after prior notification of at least one week to and approval by the Superintendent, which approval shall not be unreasonably denied. The requirement of at least one week's prior notice of request for personal leave may be relaxed in case of emergency.

D. Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion.

ARTICLE XXVII

HOURS OF WORK

A. The normal workweek shall be Monday through Friday from 7:00 a.m. to 3:30 p.m., including one-half (1/2) hour non-paid lunch break.

B. The Borough reserves the right to schedule, as their normal work week, one employee to work Tuesday through Saturday 7:00 a.m. to 3:30 p.m., including one-half (1/2) hour non-paid lunch break. It is understood and agreed that the Borough has the exclusive right to schedule one employee to work this schedule from among employees hired on or after January 1994. Effective January 1, 2008, employees performing Saturday work pursuant to the above schedule shall be compensated at time and one-half (1 ½) the base hourly rate for all time worked on Saturday provided that the employee has worked forty (40) hours that week pursuant to the above schedule. For the above purposes, holidays not worked shall apply towards the forty hours required to receive the time and one-half rate. Holidays shall be observed in accordance the Holiday Article (Article XXIV).

C. The normal workweek shall be forty (40) hours. Any work over forty (40) hours in a week, or eight (8) hours in a day shall be considered overtime and shall be compensated at time and one-half (1 ½) the base hourly rate. There shall be no pyramiding of overtime, however, if an employee works on a holiday, any premium pay he may be entitled to for that day shall be in addition to any other overtime earned that week.

D. The Superintendent reserves the right to adjust schedules on proper notice to deal with certain emergency situations such as, but not limited to, snow.

E. There shall be two (2) fifteen (15) minute coffee breaks per eight (8) hours shift; one (1) in the morning and one (1) in the afternoon. The maximum time as per this paragraph shall be strictly adhered to and failure to so adhere shall be cause for disciplinary action.

ARTICLE XXVIII

UNIFORMS

A. The Borough shall provide the sum of Five Hundred Fifty Dollars (\$550.00) per year during the contract coverage period for each covered employee of the bargaining unit for the purpose of purchase and maintenance of uniforms. It is agreed that members of the bargaining unit shall purchase uniforms as per the Superintendent's choice. Employees agree that they shall, at all times, wear their uniforms and said uniforms shall be maintained in a proper manner.

ARTICLE XXIX

SICK LEAVE

- A. Employees shall be entitled to a maximum of ten (10) sick days per year.
- B. In the event of a non work related long-term illness or incapacitation of any employee covered under this Agreement, such employee shall be retained on the payroll at full salary for a continuous period of six (6) months (twenty-six (26) weeks) during the continuance of said illness or incapacitation.
- C. After the expiration of the said six (6) month period, the Mayor and Council shall review the case on an individual consideration basis for the purpose of deciding whether such sick leave benefits should be continued, discontinued or modified, or whether such employee should be recommended for disability retirement.

In each and every instance of absence from duty due to sickness or injury, the employee will be responsible for timely notification to the Superintendent of Public Works of such absence and the reason therefore.

ARTICLE XXX

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership in the Association. Neither the Borough nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE XXXI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXII

PROBATIONARY PERIOD

A. The first six (6) months of employment of any employee shall be considered a probationary period. During said probationary period, the Borough shall have the right to dismiss any such employee, and neither the employee nor the Association shall have the right to file any grievance related to such dismissal.

ARTICLE XXXIII

VACATIONS

A. Employees shall be entitled to vacations on a calendar year basis in accordance with the following schedule:

0 to 1 year of service:	None
Not less than 1 year nor more than 2 years:	1 workweek
Not less than 2 years nor more than 5 years:	2 workweeks
Not less than 5 years nor more than 10 years:	3 workweeks
More than 10 years:	4 work weeks

B. Employees shall submit their vacation requests for approval by the Superintendent within a reasonable amount of time prior to the requested date.

ARTICLE XXXIV

SALARIES

A. All full time, non-probationary employees covered hereunder shall be entitled to base salary increases of 3.75% in 2006, 4% in 2007, 4% in 2008, and 4% in 2009, as set forth in Appendix A, hereto attached. Additionally, as set forth in Appendix A , a one-time only cash bonus shall be paid to employees within thirty (30) days of the execution date of this Agreement which amount shall not be applied to base pay.

B. Probationary employees shall not be entitled to an increase until one year from the date of employment. However, upon mutual agreement of the Borough and the Association, the Borough may pay an increase at the beginning of the calendar year or such other time period when all other members receive an increase.

C. No person shall be brought in from outside the Borough at a higher rate of pay than the rate paid to existing employees for the same job task.

ARTICLE XXXV

MEAL AND TRAVEL ALLOWANCES

A. when use of personal vehicle for Borough business is authorized by the Public Works Superintendent, the Borough will pay the prevailing IRS mileage reimbursement rate plus tolls and parking fees.

B. Food allowance for out of town travel shall be allowed up to a maximum of Twenty-one Dollars (\$21.00) per day and shall be reimbursed for same upon presentation of proper documentation and receipts.

C. During emergency call-out, meals will continue to be provided to employees covered by this Agreement by the Borough.

ARTICLE XXXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2006, and shall be in effect to and including December 31, 2009. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Montvale, New Jersey on this 20th day of April, 2007.

MONTVALE PUBLIC EMPLOYEES
ASSOCIATION

By: _____

WITNESS: _____

BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY

By: _____

WITNESS: _____

APPENDIX A

SCHEDULE A*

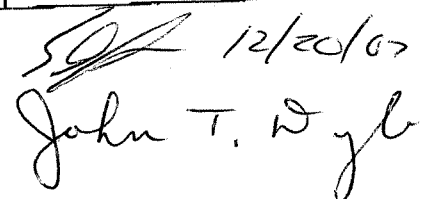
STEP	2006	2007	2008	2009
Start Rate	35,275	36,686	38,153	39,680
Step 1	37,350	38,844	40,398	42,014
Step 2	39,425	41,002	42,642	44,348
Step 3	41,500	43,160	44,886	46,682
Step 4	43,575	45,318	47,131	49,016
Step 5	45,650	47,476	49,375	51,350
Step 6	47,725	49,634	51,619	53,684
Step 7	49,800	51,792	53,864	56,018
Step 8	51,875	53,950	56,108	58,352

* Annual wage improvements under the guide to commence January 1. Step movement to occur on anniversary date.

EMPLOYEE BONUS at contract signing: \$250.00 (The within bonus is applicable only as to the 2006-2009 negotiated agreement, and is available only as to employees on the payroll as of the date of the ratification of the Agreement).

AETNA PATRIOT X PLAN

Borough of Montvale AETNA PATRIOT X Plan	AETNA NETWORK PROVIDERS Contracted Fee Schedule	NON-NETWORK PROVIDERS Usual/Customary/Reasonable Fee
MAXIMUM LIFETIME BENEFIT AMOUNT	Unlimited	\$2 Million
DEDUCTIBLE, PER CALENDAR YEAR		
Per Covered Person	N/A	\$100
Per Family Unit	N/A	\$200
COPAYMENTS		
Hospital services	No copay	80% after deductible
Primary Office visits	\$10 copay	80% after deductible
Specialist Office Visits	\$15 copay	
Outpatient services	\$ no copay	80% after deductible
Emergency room	\$35 copay; waived if admitted	\$35 copay; waived if admitted
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR		
Per Covered Person	N/A	\$400
Per Family Unit	N/A	\$1200
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum and are never paid at 100%.		
Deductible(s)		
Copayments		
Amounts over UCR		
COVERED CHARGES		
Hospital Services – pre-notification required		
Room and Board	100% coverage the semiprivate room rate	100% coverage the semiprivate room rate
Intensive Care Unit	100% coverage	100% coverage the semiprivate room rate
Maternity Unit	100% coverage the semiprivate room rate	100% coverage the semiprivate room rate
Skilled Nursing Facility 240 days maximum per calendar year	100% coverage facility's semiprivate room rate	100% coverage facility's semiprivate room rate
Diagnostic Testing Outpatient	100% coverage	100% coverage
Physician Services		
Inpatient visits	100% coverage	80% after deductible
Office visits	\$10 copay	80% after deductible
After Hours / Home visits	\$10 copay	80% after deductible



 12/20/07
 John T. Dyle

Borough of Montvale AETNA PATRIOT X Plan	AETNA NETWORK PROVIDERS Contracted Fee Schedule	NON-NETWORK PROVIDERS Usual/Customary/Reasonable Fee
Specialist	\$15 copay	80% after deductible
Surgery	100% coverage	no deductible - no coinsurance
Allergy testing	100% coverage	80% after deductible
Allergy serum and injections	100% coverage	80% after deductible
Home Health Care Medical necessity required	100% coverage	80% after deductible
Inpatient Prescription Drugs	100% coverage	100% after deductible
Outpatient Private Duty Nursing - medical necessity and treatment plan required	100% coverage	80% after deductible
Hospice Care lifetime Benefit maximum	100% coverage \$10,000. Lifetime Maximum	80% after deductible
Ambulance Service	100% coverage	80% after deductible
Jaw Joint/TMJ	Refer to physician services and surgical benefits	Refer to physician services and surgical benefits
Wig After Chemotherapy Benefit Maximum	100% coverage \$500 every 24-month period - Combined In and Out of Network	80% after deductible
Occupational Therapy Visit maximum & medical necessity apply	100% coverage	100% - no deductible based on medical review
Speech Therapy Visit maximum & medical necessity apply	100% coverage	100% coverage
Physical Therapy Visit maximum & medical necessity apply	100% coverage	100% coverage
Durable Medical Equipment requires precertification over \$1500	100% coverage - must be approved in advance by Aetna	80% after deductible
Prosthetics requires precertification over \$1500	100% coverage - mus be approved in advance by Aetna	80% after deductible
Orthotics	100% coverage	80% after deductible
Spinal Manipulation/Chiropractic	\$15 copay 20 visits	80% after deductible
Mental Disorders		
Inpatient Calendar Year maximum	100% coverage, Maximum 35 days per year	100% - no deductible, maximum 21 days per year

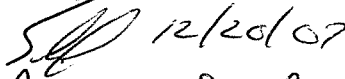
[Signature] 12/20/07
John T. Dyle

Borough of Montvale AETNA PATRIOT X Plan	AETNA NETWORK PROVIDERS Contracted Fee Schedule	NON-NETWORK PROVIDERS Usual/Customary/Reasonable Fee
Partial Hospitalization	2 partial days for 1 inpatient days	2 partial days for 1 inpatient days
Outpatient Calendar Year maximum	\$25 copay – maximum 20 visits per year	80% after deductible
Substance Abuse (Alcohol Related Services are included "as any other illness" and not subject to Mental Disorders and Substance Abuse maximums)		
Inpatient Calendar Year maximum Detoxification (7 day admit)	100% coverage – maximum 30 days per year 100% coverage	100% - no deductible - maximum 30 days per year 100% coverage
Partial Hospitalization	2 partial days for 1 inpatient day	2 partial days for 1 inpatient day
Outpatient	\$15 copay – maximum 60 visits per year	80% after deductible - maximum 30 visits per year
Preventive Care		
Routine Well Adult Care	Office visit copay	Subject to \$150 preventive care allowance
Includes: office visits, pap smear, mammogram, prostate screening, gynecological exam, routine physical examination, x-rays, laboratory blood tests, hearing tests, vision tests and immunizations/flu shots.		
Frequency limits for mammogram Age 35 through 39 one baseline exam Ages 40 and over annually		
Routine Well Child Care	\$10 copay	Subject to \$150 preventive care allowance
Includes: office visits, routine physical examination, laboratory blood tests, x-rays, hearing tests, vision tests and immunizations through age 12.		
Routine Eye Exam	\$15 copay (no referral required)	Not covered
Organ Transplants	100% coverage	Determined by place and type of service
Pregnancy	\$15 copay 1 st visit	80% after deductible
Prescription Drugs	90% coverage	
Infertility Benefits (IVF GIFT ZIFT) Lifetime maximum	100% coverage 3 attempts – Combined In and Out of Network	80% after deductible
Includes: care, supplies and services for the diagnosis, prescription drugs for treatment and charges for surgical correction of physiological abnormalities of infertility.		

[Signature] 12/20/07
John T. Doyle

AETNA PATRIOT V PLAN

Borough of Montvaale AETNA PATRIOT V	AETNA NETWORK PROVIDERS Contracted Fee Schedule	NON-NETWORK PROVIDERS Usual/Customary/Reasonable Fee
MAXIMUM LIFETIME BENEFIT AMOUNT	Unlimited	\$2 Million
DEDUCTIBLE, PER CALENDAR YEAR		
Per Covered Person	N/A	\$100
Per Family Unit	N/A	\$200
COPAYMENTS		
Hospital services	No copay	70% after deductible
Office visits	\$5 copay	70% after deductible
Outpatient services	\$5 copay	70% after deductible
Emergency room	\$25 copay; waived if admitted	\$25 copay; waived if admitted
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR		
Per Covered Person	N/A	\$2,000
Per Family Unit	N/A	\$4,000
<p>The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.</p> <p>The following charges do not apply toward the out-of-pocket maximum and are never paid at 100%.</p> <ul style="list-style-type: none"> Deductible(s) Copayments Amounts over UCR 		
COVERED CHARGES		
Hospital Services – pre-notification required		
Room and Board	100% coverage the semiprivate room rate	70% after deductible
Intensive Care Unit	100% coverage	70% after deductible
Maternity Unit	100% coverage the semiprivate room rate	70% after deductible
Skilled Nursing Facility 240 days maximum per calendar year	100% coverage facility's semiprivate room rate	70% after deductible facility's semiprivate room rate 240 days and 35 physician visits
Diagnostic Testing Outpatient	100% coverage	70% after deductible
Physician Services		
Inpatient visits	100% coverage	70% after deductible
Office visits	\$5 copay	70% after deductible
After Hours / Home visits	\$5 copay	70% after deductible
Specialist	\$5 copay	70% after deductible
Surgery	100% coverage	70% after deductible


 John T. Doyle 12/20/07

Borough of Montvale AETNA PATRIOT V	AETNA NETWORK PROVIDERS Contracted Fee Schedule	NON-NETWORK PROVIDERS Usual/Customary/Reasonable Fee
Allergy testing	\$5 copay	70% after deductible
Allergy serum and injections	\$5 copay	70% after deductible
Home Health Care Medical necessity required	100% coverage	70% after deductible
Inpatient Prescription Drugs	100% coverage	70% after deductible
Outpatient Private Duty Nursing - medical necessity and treatment plan required	100% coverage	70% after deductible
Hospice Care lifetime Benefit maximum	\$10,000. Lifetime Maximum	
Ambulance Service	100% coverage	70% after deductible
Jaw Joint/TMJ	Refer to physician services and surgical benefits	Refer to physician services and surgical benefits
Wig After Chemotherapy Benefit Maximum	100% coverage \$500 every 24-month period - Combined In and Out of Network	70% after deductible
Occupational Therapy Visit maximum & medical necessity apply	\$5 copay- 60 consecutive days per illness or injury	70% after deductible based on medical review
Speech Therapy Visit maximum & medical necessity apply	\$5 copay- 60 consecutive days per illness or injury	70% after deductible based on medical review
Physical Therapy Visit maximum & medical necessity apply	\$5 copay based on medical review	70% after deductible based on medical review
Durable Medical Equipment requires precertification over \$1500	100% coverage - mus be approved in advance by Aetna	70% after deductible
Prosthetics requires precertification over \$1500	100% coverage - mus be approved in advance by Aetna	70% after deductible
Orthotics	100% coverage	70% after deductible
Spinal Manipulation/Chiropractic	\$5 copay 20 visits	70% after deductible up to 60 visits per year
Mental Disorders		
Inpatient Calendar Year maximum	100% coverage, Maximum 35 days per year	70% after deductible - maximum 60 days per year

[Signature] 12/20/07
John T. Doyle 12/20/07

Borough of Montvaale AETNA PATRIOT V	AETNA NETWORK PROVIDERS Contracted Fee Schedule	NON-NETWORK PROVIDERS Usual/Customary/Reasonable Fee
Partial Hospitalization	2 partial days for 1 inpatient days	2 partial days for 1 inpatient days
Outpatient Calendar Year maximum	\$5 copay – maximum 30 visits per year	70% after deductible - maximum 30 visits per year
Substance Abuse (Alcohol Related Services are included "as any other illness" and not subject to Mental Disorders and Substance Abuse maximums)		
Inpatient Calendar Year maximum Detoxification (7 day admit)	100% coverage / maximum 30 days per year 100% coverage	70% after deductible - maximum 30 days per year 100% coverage
Partial Hospitalization	2 partial days for 1 inpatient day	2 partial days for 1 inpatient day
Outpatient	\$5 copay – maximum 60 visits per year	70% after deductible - maximum 30 visits per year
Preventive Care		
Routine Well Adult Care	\$5 copay	Not covered
Includes: office visits, pap smear, mammogram, prostate screening, gynecological exam, routine physical examination, x-rays, laboratory blood tests, hearing tests, vision tests and immunizations/flu shots.		
Frequency limits for mammogram Age 35 through 39 one baseline exam Ages 40 and over annually		
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Prescription Drugs	70% coverage	
Infertility Benefits (IVF GIFT ZIFT) Lifetime maximum	100% coverage 3 attempts – Combined In and Out of Network	70% after deductible
Includes: care, supplies and services for the diagnosis, prescription drugs for treatment and charges for surgical correction of physiological abnormalities of infertility.		

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John T. Dyle

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 236-2007**

RE: Authorize Execution/Contract Agreement/Montvale Public Employees Association/Department of Public Works & The Borough of Montvale

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale hereby executes a 4 year Contract with Montvale Public Employees Association; and

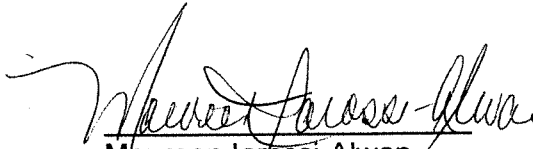
BE IT FURTHER RESOLVED, the contract commenced January 1, 2006 through December 31, 2009; and

BE IT RESOLVED, George B. Zeller, Mayor of the Borough of Montvale is hereby authorized to sign this Agreement.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Fyfe	✓		✓			
Kent			✓			
Kimball			✓			
Scully			✓			
Sullivan		✓				
Wehrle			✓			

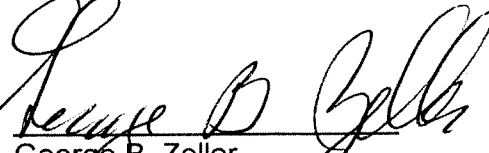
Adopted: December 27, 2007

ATTEST:



 Maureen Larossi-Alwan
 Municipal Clerk

APPROVED:



 George B. Zeller
 Mayor