AGREEMENT BETWEEN

BOROUGH OF RINGWOOD

AND THE

RINGWOOD POLICE DISPATCHERS ASSOCIATION

Effective date: January 1, 2014

Expires:

December 31, 2016

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PREAMBLE

THIS AGREEMENT made and entered into on this 1st day of May 2015, by and between the BOROUGH OF RINGWOOD in the County of Passaic, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Borough") and the RINGWOOD POLICE DISPATCHERS ASSOCIATION (hereinafter referred to as the "Association"), represents the complete and final understanding on all negotiable issues between the Borough and the Association and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered under Article I, Recognition in order that more efficient and progressive public service may be rendered.

ARTICLE I RECOGNITION

After appropriate communications with the Public Employment Relations Commission, the Borough recognized the Association as the exclusive collective negotiations agent in matters pertaining to wages, hours of work and other conditions of employment for all full-time Police Radio Dispatchers by the Borough.

ARTICLE II MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement by the 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:
 - To the executive management and administrative control of the Borough government, its properties and facilities and the activities of its employees;
 - To hire all employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 - To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such 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 Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III ASSOCIATION REPRESENTATIVES

- A. Association activities, in addition to the rights of representation set forth in the Grievance Procedure, may be conducted on Borough property provided such activities do not disrupt normal work operations.
- B. The Association shall notify the Borough of the names of current Association officers and of its designee responsible for processing grievances.
- C. The Association shall not conduct membership meetings on Borough property.

ARTICLE IV NON-DISCRIMINATION

- A. There shall be no discrimination by the Borough or the Association against an employee on account of race, color, creed, sex, age or national origin as prohibited by state and federal law
- B. There shall be no discrimination, interference, restraint or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and its agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

ARTICLE V SENIORITY

- A. Seniority is defined on job classification basis as the length of service in any given job classification of an employee with the Borough commencing with the latest date of employment.
- B. In conformance with the NJ Civil Service Commission and other applicable regulations and whenever possible and practicable, employees with the greatest seniority in classification will be given preference in temporary promotions, in layoffs, recalls, shift assignments and vacation schedules.

ARTICLE VI GRIEVANCE PROCEDURE

A. Purpose

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

B. <u>Definition</u>

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. A grievance may be submitted by an individual or individuals or the Borough. The designated Association representative shall have the right to participate in all steps of the grievance procedure.

C. Steps of the Grievance

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 a step is waived by mutual consent.

Step One

1. An aggrieved employee or the Association, on behalf of an aggrieved employee or employees of the Borough shall institute action under the provisions contained herein within five (5) days of the occurrence of the

grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

2. The Police Chief shall render a decision within five (5) days after receipt of the grievance.

Step Two

- In the event a satisfactorily settlement has not been reached, the employee or the Association shall file a written, signed grievance with the Borough Manager within three (3) days following the determination at Step One.
- 2. The Borough Manager shall render a decision in writing within ten (10) days from the receipt of grievance.
- 3. The decision of the Borough Manager shall be final and binding; however, nothing contained in this Step shall prelude the right of either party to any recourse whatsoever which it may have to the Civil Service Commission or as provided under applicable State law.
- D. Lack of response from the Borough or its agents (at any Step in this procedure) shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.
- E. Time limits may be extended by the parties by mutual written agreement.
- F. The Borough reserves the right to file in writing a grievance on its behalf with the Association. The Association shall meet with the Borough within ten (10) days of filing the grievance.

ARTICLE VII WORK SHIFT

- A. The normal schedule work shift for employees assigned to Ringwood Police Radio Dispatchers shall be four (4) consecutive days of eight (8) hours shifts, followed by two (2) consecutive days off.
 - 1. Eight hour shifts will be worked between the hours of eleven (11 pm) pm and seven (7 am) am; followed by seven (7 am) am to three (3 pm) pm, followed by three (3 pm) pm to eleven (11 pm) pm. Dispatchers shall be assigned to their named shift and overtime based upon seniority, except in cases of emergency and subject to reasonable discretion of the Chief of Police.
 - 2. Employees shall receive up to a half hour meal time within normal shift time.
 - All employees may be required to record their work time by means of devices provided for such purpose by the employer.
- B. Each employee must account for a full work shift by work time or designated benefit time. Time not accounted for shall be recorded as leave of absence without pay.
- C. The Borough shall not require any employee to work more than twelve (12) consecutive hours unless necessitated by emergency or other circumstances beyond the Borough's control.
- D. Employees may swap shifts provided that the request is in writing within 72 hours notice and approval of the Chief of Police or his designee.

ARTICLE VIII COMPENSATION

- A. Each employee shall be compensated in accordance with the schedule contained within this Article and also attached in Schedule A.
- B. The qualifications, duties and responsibilities of every position shall be clearly defined and set forth in writing. When a question arises as to the interpretation of a duty or requirement of any position, it shall be processed through the Grievance Procedures.
- C. Salary compensation shall be as follows:

Employees hired prior to January 1, 1994

Communication Operators – full-time	<u>Salary range</u>
2014	\$49,838.93 \$52,402.71
2015	\$50,711.41 \$53,320.08
2016	\$51,674.93 \$54,333.16

Employees hired after January 1, 1999

Communication Operators – full-time	<u>Salary range</u>
2014	\$39,865.58 \$52,402.71
2015	\$40,563.47 \$53,320.08
2016	\$41,334.18 \$54,333.16

Employees hired after the execution of this Agreement and throughout its term

\$31,000 - \$47,246

The employee shall not be limited to the Contract wage increase and the Borough may, at its discretion, offer additional merit increases and/or bonuses where appropriate.

D. Full-time Ringwood Police Radio Dispatchers shall receive a shift allowance of \$2,000 per employee for 2014, 2015 and 2016 paid bi-annually June and December.

ARTICLE IX OVERTIME

A. Definition of Overtime

Authorized work performed in excess of the assigned scheduled work shift shall be considered overtime. The provisions of this Article shall apply to such overtime, which has been properly directed and authorized in advance by the appropriate Department Head or designee. There shall be no pyramiding of overtime.

B. <u>Payment for Overtime</u>

Employees who are required to work in excess of their regular scheduled eight (8) hours shift time shall be compensated in cash in accordance with schedule noted below:

- 1. Employees who are required to work in excess of their regular scheduled eight (8) hour shift time shall be compensated for it at one and one-half (1½) times their regular rate of pay.
- 2. When an employee is called for an emergency condition, he/she shall receive one and one-half (1½) times their regular rate of pay for no less than two (2) hour minimum.

C. Holidays and Sundays

1. Employees who are required to work on a Sunday, not included in their regular scheduled work shift shall be paid at one and one-half $(1\frac{1}{2})$ times their regular rate of pay.

- 2. Employees who are required to work on a Borough Holiday, not included in their regular scheduled work shift shall be paid at one and one-half (1½) times their regular rate of pay.
- Overtime records shall be maintained by the Police Department and such records shall be made available upon request.
- 4. Employees shall work overtime when requested to do so, if possible, and failure to work as requested will result in the employee being charged with the corresponding overtime hours on the overtime distribution records.
- 5. Initial assignments for overtime will be based on the most senior employee being offered the first assignment and thereafter assignments shall be on a rotating basis per the overtime distribution records.
- 6. Holidays, Sundays and Open shifts shall first be covered by part-time employees. If no part-time employees are available, full-time employees shall be selected in accordance with Paragraph 5 above.

ARTICLE X HOLIDAYS

A. Effective November 1, 2011, the following fourteen (14) days shall constitute paid Holidays for full-time dispatchers covered by this Agreement:

New Year's Day

Veterans' Day

Martin Luther King's Birthday

Easter Sunday

President's Day

Thanksgiving Day

Good Friday

Day after Thanksgiving Day

Memorial Day

Day before Christmas Day

Independence Day

Christmas Day

Labor Day

New Year's Eve Day

- B. The Association recognizes the right of the Employer to require employees to work on holidays.
- C. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or extend the vacation period by one (1) day. If the employee is required to forego such holiday falling within a vacation period, said employee shall have the right, upon seven (7) calendar days notice to the Employer, to refuse the holiday pay and to take a work day off.
- D. If a legal holiday falls on an employee's regular scheduled day off, the employee shall receive an additional day's regular pay.

ARTICLE XI LONGEVITY

A. In addition to the salary compensation noted in Article VIII, longevity compensation shall be paid per year as follows:

Years 6 - 10

\$ 750.00

Years 11 - 15

\$ 900.00

Years 16 - 20

\$1,150.00

Years 21+

\$1,400.00

- B. Any voluntary interruption of service shall not be considered as continuous uninterrupted service with the Borough for the purpose of qualifying for longevity payment set forth above.
- C. Longevity is to be paid bi-weekly and included in bi-weekly paychecks.
- D. There is no longevity for employees hired after the execution date of this Agreement.

ARTICLE XII VACATION LEAVE

- A. A new employee shall earn one (1) day per month for each full month of employment during the first calendar year of employment.
- B. Thereafter, employees hired prior to the execution date of this Agreement, shall be entitled to the following vacation schedule:

2nd calendar year through 5th year of employment

15
6th year through 10th year

18
11th year through 15th year

22
16th year and above

25

Thereafter, employees hired after the execution of this Agreement, shall be entitled to the following vacation schedule:

2nd calendar year through 5th year of employment

10

6th year through 10th year

13

11th year through 15th year

15

16th year and above

20

- C. An employee may request to carry-over vacation leave for one (1) year provided such written request is based on extenuating circumstances and approved by the Chief of Police, otherwise, the unused vacation days are permanently lost without compensation. All requests must be submitted in writing.
- D. Terminating employees are entitled to earned vacation. Employees who terminate during the year, are subject to their pro-rated shared based on full months of employment.

ARTICLE XIII SICK LEAVE

A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4A:6-1.3 et seq., and the Civil Service Rules for the State of New Jersey.

B. <u>Service Credit for Sick Leave</u>

- 1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
- 2. Terminating employees are entitled to earned sick leave only, based upon a pro-rated accumulation according to full months of service.
- 3. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.
- 4. Sick leave may also be utilized for attendance upon a member of one's immediate family who is seriously ill.
- 5. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness in accordance with NJ Civil Service Commission Rules and Regulations.

C. Amount of Sick Leave

For employees hired prior to the execution date of this Agreement:

1. Sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

- Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.
- 3. Employees may utilize five (5) sick days as personal days yearly, provided they have been employed by the Borough at least one (1) year. If not utilized, personal days shall continue to accrue as unused sick days. To allow employees flexibility, the time encompassed in two (2) personal days can be taken in two (2) hours increments upon approval of the Chief of Police.

Additionally, an employee shall be required to give reasonable notice, under the circumstances and the Borough may disapprove the selection of a particular day if it would have a serious effect on the operation of the Borough.

For employees hired after the execution of this Agreement:

- Sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per every second month during the remainder of the first calendar year of employment after initial appointment and ten (10) days in every calendar year thereafter.
- Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.
- 3. Employees may utilize two (2) sick days as personal days yearly, provided they have been employed by the Borough at least one (1) year. If not utilized, personal days shall continue to accrue as unused sick days. To

allow employees flexibility, the time encompassed in two (2) personnel days can be taken in two (2) hours increments upon approval of the Chief of Police.

Additionally, an employee shall be required to give reasonable notice, under the circumstances and the Borough may disapprove the selection of a particular day if it would have a serious effect on the operation of the Borough.

D. Reporting of Absence on Sick Leave

- 1. If an employee is absent for reasons that entitle one to sick leave, one's supervisor shall be notified at least one hour prior to the employee's usual reporting time. Failure to so notify one's supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- 2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for more than three (3) consecutive working days shall be required to submit, upon return acceptable medical evidence substantiating the illness, which shall include, but not be limited to requiring a doctor's note. The Borough may also required proof of illness of the employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

- 2. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit leave in that year unless such illness is substantiated as chronic or recurring in which medical evidence shall only be necessary upon request.
- In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- 4. The Borough may require an employee who has been absent because of personal illness as a condition of his/her return to duty to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.
- F. In the event any employee becomes disabled through direct contact with another individual while functioning in an authorized capacity, burden of proof of such relationship, to be borne by the employee and satisfied by clear and convincing evidence, and is unable to perform his/her duties, in addition to any sick leave benefits otherwise provided for herein, he/she shall be entitled to worker's compensation for a period up to twelve (12) calendar months provided that in the event the employee is entitled to any monies from any source for such illness, injury or absence, then he/she shall be liable to reimburse the Borough up to the amount expended pursuant to this Section.
- G. Upon retirement of employment by either party, for causes other than criminal nature ie. person convicted of a crime or offense involving moral turpitude, shall

be ineligible to assume any municipal office, position or employment in a municipality governed pursuant to this Act (Sections 40:69A-1 to 40:69A-210) and upon the conviction thereof while in office shall forfeit his office; provided, however, any person convicted of such an offense who has achieved a degree of rehabilitation, which in the opinion of the Appointing Authority and the Civil Service Commission as to employment subject to the NJ Civil Service Commission law, indicated his/her employment would not be incompatible with the welfare of society and the aims and objectives of the government agency, may be considered eligible to apply for employment or be continued in employment. Any person who shall violate any of the provisions of Section 17-14, 17-15 or 17-16 of this Article (Sections 40:69A-163 to 40:69A-165) shall upon conviction thereof in a court of competent jurisdiction forfeit his/her office.

An employee shall be compensated at a rate equal to twenty-five (25%) of the employees hourly rate for all accrued hours upon termination of employment, regardless of reason except in the case of termination for just cause. Such compensation shall not exceed five thousand dollars (\$5,000).

ARTICLE XIV BEREAVEMENT

- A. In the event of death in the immediate family (immediate family shall mean father, mother, sister, brother, husband, wife, child, step child, foster child, legal guardian or legal ward, or grandchild), up to five (5) days annual leave shall be granted for in-state services.
- B. In the event of death in the family (family shall mean mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, where such relative is the actual sister or brother of the spouse, or other relative who is an actual member of the household), up to three (3) days leave shall be granted annually.
 - 1. If such decedent's funeral is between 450-600 miles away, the employee shall have one (1) extra day of leave where the employee provides proof of distance via newspaper clippings.
 - 2. If such decedent's funeral is over 600 miles away, the employee shall have two (2) extra days of leave where the employee provides proof of distance via newspaper clippings.
- C. Should an employee require additional bereavement leave days within a calendar year other than provided for in Sections A and B of this Article, then the employee may use his/her accumulated sick leave days, subject to the provisions set forth under Sections A and B. Vacation days may also be used for purposes of bereavement on the same conditions.

ARTICLE XV LEAVES OF ABSENCE

Every employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rules for the State of New Jersey.

ARTICLE VI HEALTH INSURANCE

- A. The Health Insurance Plan shall be Aetna Patriot V which shall be the same that was previously provided to the Collective Bargaining Unit, except for the changes as set forth below.
 - 1. The insurance plan will only change to the extent that it is required to by operation of law, including but not limited to changes necessary to conform to New Jersey P.L. 2011, c. 78 and P.L. 2011, c. 79; and
 - 2. Subject to the changes in co-pays set forth below:

a. Co-Pay/Deductibles

	<u>Individual Employee Plan</u>	<u>Family Plan</u>
Co-Pay Per Visit In network Out of network	\$20.00 70%/30%	\$20.00 70%/30%
Co-Pay Per Hospital Visit	\$25.00	\$25.00
Maximum Out-of-Pocket Co-Pay/Rx Combined with Medical	\$2,000.00	\$4,000.00
Maximum Co-Pay for Rx a	lone \$1,500.00	\$3,000.00

b. Employee Reimbursement for Prescription Only

Individual Employee Plan

Employee member reimbursed \$250.00 upon proof of \$1,750.00 out-of-pocket and additional \$250.00 upon proof of \$2,000.00 out-of-pocket (including \$250.00 already reimbursed).

Family Plan

Employee member reimbursed \$500.00 upon proof of \$3,500.00 out-of-pocket (including the \$500.00 already reimbursed) and additional \$500.00 upon proof of \$4,000.00 out-of-pocket in the aggregate (including the \$500.00 already reimbursed).

- 3. Employees are entitled to participate in the Passive Prescription 10% Co-Insurance Discount Card Program, a summary of which is attached as Schedule E.
- 4. Pursuant to applicable law, including but not limited to P.L. 2011, c. 78 and N.J.S.A. 40A:10-16 et seq., no part-time employee who works less than 25 hours per week shall be eligible for health insurance, dental, prescription and vision benefits, subject to the contributions required by P.L. 2011, c. 78 § 42.
- 5. All employees shall make all contributions for insurance required by applicable law including, but not limited to those contributions required by New Jersey P.L. 2011, c.78 and c. 79. Employees hired after the execution date of this Agreement must contribute the mandated percentage of their base salary toward the cost of coverage provided in P.L. 2011, c.78, § 39, which is recreated as Schedule C to this Agreement.

"Cost of coverage" means (as provided in § 39 of P.L. 2011, c.78):

The premium or periodic charges for medical and prescription drug plan coverage, but not for dental, vision, or other health care, provided under the State Health Benefits Program or the School Employees' Health Benefits Program; or the premium or periodic charges for health care, prescription drug, dental, and vision benefits, and for any other health care benefit, provided pursuant to P.L.1979, c. 391 (C.18A:16-12 et seq.), N.J.S.40A:10-16 et seq., or any

other law by a local board of education, local unit or agency thereof, and including a county college, an independent State authority as defined in section 43 of P.L.2011, c. 78 (C.52:14-17.34a), and a local authority as defined in section 44 of P.L.2011, c. 78 (C.40A:5A-11.1), when the employer is not a participant in the State Health Benefits Program or the School Employees' Health Benefits Program.

""Base salary" is defined pursuant to N.J.S.A. 34-13A-16.7. For part-time employees that work on an hourly rate, their base salary is that amount which is pensionable. For part-time employees that work on an hourly rate who are not eligible for pension enrollment, their base salary is their hourly rate multiplied by their projected work hours.

Current employees are subject to the four year incremental contribution schedule set forth in P.L. 2011, c.78, § 42 (N.J.S.A. 40A:10-21.1), which is:

One-fourth the amount of the contribution during the first year the contribution is effective;

One-half the amount of the contribution during the second year the contribution is effective;

Three-fourths the amount of the contribution during the third year the contribution is effective;

Full contribution commencing during the fourth year the contribution is effective.

Notwithstanding the execution date of this Agreement, the incremental contributions due in the second, third, and fourth years set forth above

shall become due on July 1 of that year, not the anniversary date of the execution date of this Agreement. The incremental contributions set forth above are calculated in Schedule D attached to this Agreement. An increased incremental contribution shall become due as set forth above regardless of whether this Agreement has expired and a new Agreement has not yet been executed.

If an employee's base salary or type of coverage changes during the year, the contribution amounted required by P.L. 2011, c.79, § 39 and 42 changes accordingly.

Notwithstanding the foregoing, every employee must contribute at least 1.5% of base salary towards the cost of coverage. To the extent that any employee will contribute less than 1.5% of base salary under the provisions set forth above and Schedules C and D attached hereto, that employee automatically must contribute 1.5% until his/her percentage contribution increases above 1.5% pursuant to P.L. 2011, c.78, the provisions set forth above, and Schedules C and D attached hereto.

If this Agreement should expire prior to full implementation of the contributions set forth in P.L. 2011, c.78, § 39 and 42, the subsequent Agreement must provide for the remaining contributions to reach full implementation in the incremental manner set forth above, as required by P.L. 2011, c.78, § 79. Once full implementation is reached, the

contributions shall be a negotiable item in collective negotiations following expiration of the Agreement which reaches full implementation, as required by P.L. 2011, c.78, § 79.

6. Eligible employees shall be entitled to the dental coverage under the Delta Dental Premier Plan. . Effective January 1, 2009 the Borough will offer a dental plan (Delta Dental, or its equivalent) to the members of the Ringwood Police Dispatchers Association with partial orthodontic coverage. Two (2) plans shall be offered:

Plan A: \$1,000.00 annual maximum and a \$500.00 orthodontic benefit.

Plan B: \$2,000.00 annual maximum and a \$1,000.00 orthodontic benefit.

Coverage to be paid for on a fifty percent (50%) contributory basis by all members of the bargaining unit. The current monthly charges are subject to change upon annual renewal of policy.

Oral Health Enhancements:

Targets employees that have a history of periodontal disease and extends benefits for cleaning and/or periodontal maintenance procedures this allows for two (2) additional visits per year for routine cleaning. Employees must have documented periodontal disease.

Carryover Max

Allows membes to carry over part of their unused annual maximum to increase benefit for the following year and beyond, if preventative care is maintained.

- Must have oral exam.
- Cannot have used more than half of their annual max.
- 3. Can carry over 25% of their unused max.

- 4. Total carryover cannot exceed \$1,500.00.
- 5. Carryover does not apply to lifetime maximum that might exist, such as for orthodontics.

7. Vision Program

DescriptionIn-networkOut-of-NetworkRoutine Eye Exam\$20.00 copayNot coveredBenefit maximumOne exam every 4 months N/A

Additional Vision Benefit through AETNA (See Attached Info)

Pursuant to the attachment, AETNA's vision discount can change at any time and is not a guaranteed benefit.

Keep this chart**handy - it lists the savings available through AETNA Vision SM Discount Program.

Let the AETNA Vision SM Discount Program*supplement your standard vision care benefits. You'll pay less for eyeglasses, contact lenses and nonprescription items-like sunglasses and contact lens solutions. You'll even save on the usual retail charge for LASIK vision correction surgery.

Use your discount each time you visit a participating store. Just Book, browse and save!

- Book Make an appointment or go to a participating store. Choose from thousands of independent or national chains such as: Pearle Vision®, Centers, Sears®, LensCrafters®, Target®, JCPenney® and private-practice locations. Visit our DocFind® online provider director, or call 1-800-793-8616 for information on locations.
- **Browse** Choose from fashionable frames and the latest in lens technology.
- Save Show your AETNA ID card for instant savings.

Lenses per pair (uncoated plastic)

Single vision \$40.00
Bifocal \$60.00
Trifocal \$80.00
Standard progressive (no-line bifocal) \$120.00

Eyeglass frames (retail prices)

40% of retail prices

Lens options per pair (add to lenses price above)

Standard polycarbonate (includes UV c	oating
and scratch-resistant coating)	\$40
Scratch-resistant coating	\$15
Ultraviolet (UV) coating	\$15
Solid or gradient tint	\$15
Standard antireflective coating	\$45
Glass	20% off retail
Photochromic glass	20% off retail

Contact lenses

Get a 15% discount (5% on disposables) off retail prices.

Mail-order contact lens replacement program

Call 1-800-391-LENS (5367) to order replacement contact lenses. (Mailorder contact pricing is not subject to the discounts received at participating locations.)

Additional vision-related items

Visit any participating location to receive a 20% discount off retail prices.

LASIK Procedure

15% off standard prices of 5% off promotional prices for LASIK services obtained through the U.S. Laser Network. Members must call before scheduling an appointment.

- *- This program may not be available to Illinois residents.
- **- EyeMed Services and Compensation Schedule, 1/07. Prices are subject to change

Borough Vision Plan

The Borough shall pay vision expenses for all eligible employees covered by this agreement, for the service indicated and up to the amount indicated in the schedules below, but only if vision claim is first submitted to AETNA and exceeds the AETNA coverage:

<u>Service or Supply</u>	<u>Payment Limit</u>
Eye Examination	\$ 45.00 \$80.00
Frames and Lenses	\$115.00 \$200.00
Contact Lenses	\$125.00 \$200.00

This applies to eye examinations by a duly licensed physician, optometrist or ophthalmologist and changes for coverage eyeglass, lenses, contact lenses and eyeglass frames in connection with the eye examination up to the amount listed in the schedule.

EXCLUSIONS

- 1. More than one eye examination per person during any calendar year.
- 2. More than one set of contact lenses or frame and lenses per person during any two, (2) consecutive calendar years.
- 3. Service and materials, (a) in connection with special procedures such as orthoptics and vision training, or (b) in connection with medical or surgical treatment, or (c) provided under worker's compensation benefits.
- 4. Sun glasses, whether prescription type or otherwise, unless prescribed for user to be worn substantially at all times because of an ocular medical condition.
- 5. Eye examination required, (a) by an employer as a condition of employment on which the employer is required to provide by virtue of labor agreement or (b) by a government body.
- 6. Duplicate or spare glasses, or any lenses or frames furnished to a covered individual for duplicate or spare eyeglasses.
- 7. Any service or supply unless the provider unconditionally requires payment without regard to this insurance.
- 8. Charges in excess of those usually made when there is no insurance or in excess of the general level in the area.
- B. The Borough shall provide temporary disability coverage for each employee covered by this Agreement. Said coverage to be the same as is provided under the State of New Jersey Disability Plan.

C. For those employees who retire at age 60 or thereafter and have completed at least thirty (30) years of employment with the Borough (employment in other governmental jurisdictions shall not be calculated to determine years of employment with the Borough), the Borough shall continue the said employee and spouse under the medical insurance policy, the prescription plan and the vision plan then current and applicable to persons covered by this Agreement irrespective of age of the spouse, but as set forth and limited in this section. The Borough shall annually be responsible to pay only five thousand forty dollars (\$5,040.00) toward the premium for the coverage and said employee shall pay the balance of the cost of the said premium. Upon said employee attaining 65 years of age, the Borough shall no longer be responsible to pay any amount toward premiums and said employee and his/her spouse shall no longer be covered by the Borough's insurance policy. The scope and extent of coverage shall pursuant to the terms of the then-current Agreement.

Upon retirement, the qualifying employee shall prepay any additional premium in quarterly payments. The first payment shall be due to the Borough of Ringwood by December 31st of the preceding year in which the health benefit coverage will become available.

To the extent any of this provision conflicts with P.L. 2011, c.78, § 39 and 42 or permits future retirees, as defined by P.L. 2011 c.78, § 42b(2)-(3), to contribute less to the cost of coverage than required by § 39 and 42, this section shall control. The applicable requirements of § 42 to retirees state in full:

b. (1) Notwithstanding the provisions of any other law to the contrary, public employees of an employer, as those employees are specified in paragraph (2) of this subsection, shall contribute, through the withholding of the contribution from the monthly retirement allowance, toward the cost of health care benefits coverage for the employee in retirement and any dependent provided pursuant to N.J.S.40A:10-16 et seq., unless the provisions of subsection c. of this section apply, in an amount that shall be determined in accordance with section 39 of P.L.2011, c. 78 (C.52:14-17.28c) using the percentage applicable to the range within which the annual retirement allowance, and any future cost of living adjustments thereto, falls. The retirement allowance, and any future cost identify the percentage of the cost of coverage.

As set forth in § 42b(1), the retiree's contribution to cost of coverage is determined by the salary range in § 39 (set forth on Schedule C) which matches with the retiree's retirement allowance.

Future retirees, as defined by P.L. 2011 c.78, § 42b(2)-(3), shall be subject to the incremental contribution schedule described in § 42a and Article XII(A)(5) above if the employee retires prior to full implementation of the required contribution. In that circumstance, the retiree shall continue with the incremental contribution until full contribution is reached, unless the first paragraph of this section applies and requires the retiree to pay more.

Employees retiring from the Borough with thirty (30) or more years of service shall be entitled to the continuation of prescription and vision coverage into retirement at no cost to the employee, provided that this provision is not in conflict with P.L. 2011, c.78 § 39 and 42. To the extent any of this provision conflicts with the aforesaid statute, State Law shall control.

No employee hired after the execution date of this Agreement, nor their spouses, shall be entitled to retiree health, prescription drug, vision, or dental benefits.

D. <u>Savings Clause</u>

The Borough has the right to change to a new insurer or to a new plan with the current insurer so long as the benefits provided by the new insurer/plan are the same as those of the preceding plan for co-payments and deductibles and the network of available doctors under the new insurer/plan is at least seventy-five percent (75%) identical to that provided under preceding the plan/insurer.

E. An employee may choose, at his or her discretion, to forego the health insurance coverage provided in this Article XIV and instead receive from the Borough a payment in the amount of twenty-five percent (25%) of the otherwise applicable premium or \$5,000.00, whichever is less.

ARTICLE XVII TRAVEL ALLOWANCE

- A. In the event an employee is required to utilize his/her private transportation to and from an authorized program, the employee shall be reimbursed by the Borough at the IRS reimbursement rate for mileage.
- B. If an employee is subpoended to appear in Ringwood Municipal Court as a witness directly relating to involvements as a Borough employee, the employee shall be reimbursed at the IRA reimbursement rate for mileage.
- C. If an employee is subpoended to appear in court outside the Borough as a witness directly relating to involvement as a Borough employee, the employee shall be reimbursed at the IRS reimbursement rate for mileage.

ARTICLE XVIII UNIFORM ALLOWANCE

- A. A uniform allowance of \$400 for 2014-2016 shall be payable to each employee for uniforms, <u>subject to submission of acceptable sales slips and vouchers</u> representing expenditures during the calendar year for which the allowance is granted.
- B. For the purposes of this Article, a uniform shall be defined by the Chief of Police.
- C. Employees shall report to work in complete uniform at their appointed start time.
- D. Uniforms shall only be used when an employee is on duty unless otherwise specified by the Chief of Police.
- E. Uniform cleaning for three (3) full-time dispatchers, per week to include a maximum of six (6) items not to exceed \$18.00 per week, per full-time employee.

ARTICLE XIX MISCELLANEOUS

- A. If an employee is subpoended to appear in court during working hours as a witness directly relating to involvement as a Borough employee, the employee shall receive time off to attend court.
- B. If an employee is subpoended to appear in court during non-scheduled work shift time, as a witness directly relating to involvement as a Borough employee shall receive compensation, including overtime when triggered, for all time expended including travel time, portal to portal.
- C. Any full-time employee covered by this Agreement shall be excused from his/her employment on all days he/she is required to be present in court in response to a summons for jury service.
- D. Any employee so excused shall receive his/her usual compensation for each day he/she is on jury service less the amount of per diem fee he/she receives as shown on a statement issued to the juror by the Sheriff or other court officer making payment to juror fees.
- E. There shall be no employee parties on Borough time or property.
- F. This Agreement or any amendments hereto shall become final and binding (and after a municipal council resolution authorizing the Mayor to execute said Agreement) after ratification by the Association membership.
- G. The Borough will provide to all full-time dispatchers the opportunity to attend classes to improve their job-related skills upon the written request of the employee to the Chief of Police, and upon approval of the Borough Manager.

The Borough will provide education reimbursement upon satisfactory completion of the approved course or program up to \$400 per employee.

Training programs and certifications authorized or required by the Borough, State of New Jersey or Federal government shall be paid by the Borough. Employees may be authorized to attend training programs or acquire licensure during scheduled working hours subject to the approval of the Chief of Police and Borough Manager.

- H. Permanent employees who have successfully completed their probationary period are eligible for educational reimbursement provided they obtain preapproval of the course for which they intend to seek reimbursement. Courses pursued must not interfere with the applicant's normal Borough job responsibilities.
- I. Educational reimbursement payments are authorized by the Borough Manager upon receipt of proof of payment and certification of having achieved a grade of "C" or better at the undergraduate level or "C+" at the graduate level for each course taken, provided the applicant is still employed by the Borough on the date the course is completed.

For the applicant to sustain any educational reimbursement, they must remain in the employ of the Borough for one (1) year for each year of education completed and this period shall begin immediately after the last completed course. Should the employee leave the employ of the Borough prior to fulfilling this requirement, then the employee must return any reimbursement received under the following schedule:

- If the employee leaves immediately after completing courses or programs
 one hundred percent (100%).
- If the employee leaves one (1) year after completing courses or programsseventy-five percent (75%).
- 3. If the employee leaves two (2) years after completing courses or programs fifty percent (50%).
- 4. If the employee leaves three (3) years after completing courses of programs twenty-five percent (25%).
- 5. If the employee leaves four (4) years after completing courses or programs zero percent (0%).
- J. Actual tuition costs for both undergraduate and graduate courses shall be reimbursed at a credit rate not to exceed the per credit rate established by Rutgers, The State University at their Main Campus in New Brunswick, NJ and the total reimbursement shall not exceed three thousand five hundred dollars (\$3,500) per calendar year in the aggregate (meaning for the entire collective bargaining unit). For those employees who are eligible for such reimbursement, the employee must notify the Borough Manager before April 1st of each year.
- K. The employee is personally responsible for any federal, state and local taxes, which may be due under the current tax laws as a result of having received tuition reimbursement.

ARTICLE XX DEDUCTIONS FROM SALARY

- A. Upon written request of the Association, the Borough agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e as amended. Said monies together with records of any corrections shall be transmitted to the Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- B. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough new authorization from its members.
- C. The Association will provide the necessary "Check-Off Authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough Treasurer. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Association to the Borough or in reliance upon the official notification of the Association advising of such changed deduction.

ARTICLE XXI NO-STRIKE AND NO-LOCKOUT PLEDGE

- A. During the term of this Agreement, the Association agrees, on behalf of itself, and insofar as is legally possible on behalf of each of its members, that there will be no strike of any kind and the Borough agrees that it will not cause any lockout.
- B. The Association covenants and agrees that neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other concerted job action against the Borough which obstructs or disables government. The Association agrees that such action would constitute a material breach of this Agreement.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough 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 by the Association or its members.

ARTICLE XXV SEPARABILITY AND SAVINGS

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 shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV
DURATION

This Agreement shall be in full force and effect as of January 1, 2014 and shall be in

effect to and including December 31, 2016. This Agreement shall continue in full force

and effect from year to year thereafter, unless one party or the other give notice, in

writing, no sooner than one hundred fifty (150) no later than ninety (90) days prior to the

expiration date of this Agreement, of a desire to change, modify or terminate the

Agreement.

Should notice be given the terms and conditions of this Agreement shall remain in full

force and effect until a new contract is executed with the understanding that any

provision as to compensation in such new contract shall be retroactive to the date of,

but not including termination as set forth in the first sentence herein.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals at Ringwood, NJ

on this 1st day of May, 2015.

Nina Bertsch

Cathy Gardner

oft Lifentsey

Witness

Scott Heck

Borough Manager

Witness

SCHEDULE A

The 2014 to 2016 annual salaries of the employees of the Borough of Ringwood as outlined in the negotiated fully executed contract with the Ringwood Police Dispatchers Association.

SCHEDULE A

Employees hired prior to January 1, 1994

Communication Operators –Full-time	<u>Salary range</u>
2014	\$49,838.93 \$52,402.71
2015	\$50,711.41 \$53,320.08
2016	\$51,674.93 \$54,333.16

Employees hired after January 1, 1999

Communication Operators – full-time	<u>Salary range</u>
2014	\$39,865.58 \$52,402.71
2015	\$40,563.47 \$53,320.08
2016	\$41,334.18 \$54,333.16

Employees hired after the execution of this Agreement and throughout its term

\$31,000 - \$47,246

The employee shall not be limited to the Contract wage increases and the Borough may, at its discretion, offer additional merit increases and/or bonuses where appropriate.

SCHEDULE B

PASSIVE PRESCRIPTION 10% CO-PAY DISCOUNT CARD PROGRAM

How the Passive Plan Works

There are two ways to fill a prescription:

- 1. Retail: Simply present your written prescription (or have your physician call the pharmacy) and your Express Scripts (ESI) co-pay Card at a participating ESI Network Pharmacy OR
- 2. Home Delivery: The Express Scripts Pharmacy offers patients the convenience of free home delivery of the prescription drugs they use most often. Individuals who require maintenance medications for conditions such as asthma, diabetes, high cholesterol, hypertension or arthritis are usually good candidates for this method. There are four easy methods for ordering prescription drugs prescribed by their doctor:
- By Mail using ESI's convenient mail-order envelope
- Online by logging onto www.express-scripts.com
- By Phone toll-free with a patient care advocate
- By Doctor Fax doctors can fax prescriptions directly to our pharmacists
- Pay 10% of the discounted retail price either at a retail pharmacy or via credit card for mail order and your claim will be electronically transmitted from the pharmacy or mail order department to ESI and then to AETNA to be applied to your out of pocket maximum.
- Once your annual Out of Pocket Maximum for out-of-network claims ** (\$2000/person -\$4000/family) has been satisfied there will be no charge for covered prescriptions for the remainder of the year.
 - ** Out of Pocket Maximum for out-of-network claims is able to be satisfied by both medical and prescription claims. Prescriptions are paid on an out-of-network basis.

The "discounted" price range for generic drugs is up to 50% off the retail price and up to 25% off the retail price for brand name drugs. Usually the discounts would be on the higher end when using the "home deliver" option. You will enjoy these discounts at any of the ESI Participating Network Pharmacles, including most of the major chains, throughout the U.S. If you are away from home and need to fill a prescription, you may still take advantage of your Discount Program at any participating ESI Network Pharmacy throughout the country.

Please remember, if you do not present your ESI Co-Pay Discount Card or do not purchase your prescription at a participating ESI pharmacy, you will have to pay the full retail price.

SCHEDULE C

The amount of contribution to be paid pursuant to the provisions of P.L.2011, c.78, §39 and 42, as referenced in this Agreement, for the employee and any dependent shall be as follows:

For family coverage or its equivalent -

an employee who earns less than \$25,000 shall pay 3 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 4 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 5 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 6 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 7 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 9 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 12 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 14 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 17 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 19 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 22 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$85,000 shall pay 24 percent of the cost of coverage;

an employee who earns \$85,000 or more but less than \$90,000 shall pay 26 percent of the cost of coverage;

an employee who earns \$90,000 or more but less than \$95,000 shall pay 28 percent of the cost of coverage;

an employee who earns \$95,000 or more or but less than \$100,000 shall pay 29 percent of the cost of coverage;

an employee who earns \$100,000 or more or but less than \$110,000 shall pay 32 percent of the cost of coverage;

an employee who earns \$110,000 or more shall pay 35 percent of the cost of coverage

For individual coverage or its equivalent -

an employee who earns less than \$20,000 shall pay 4.5 percent of the cost of coverage;

an employee who earns \$20,000 or more but less than \$25,000 shall pay 5.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 7.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 11 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 12 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 14 percent of the cost of coverage;

an employee who earns \$50.000 or more but less than \$55,000 shall pay 20 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 27 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 29 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 32 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 33 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$95,000 shall pay 34 percent of the cost of coverage;

an employee who earns \$95,000 or more shall pay 35 percent of the cost of coverage.

For member with child or spouse coverage or its equivalent -

an employee who earns less than \$25,000 shall pay 3.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 4.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 6 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 7 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 8 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 15 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 17 percent of the cost of coverage;

FAMILY COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9,00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24,00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%