

#### MEMORANDUM OF AGREEMENT

#### BETWEEN THE

## VILLAGE OF RIDGEWOOD

#### AND

### RIDGEWOOD FIRE OFFICERS ASSOCIATION

WHEREAS, representatives of the Village and Fire Officers Association have met on numerous occasions to negotiate modifications to the contract that expired on December 31, 1994, and

WHEREAS, said representatives have come to an agreement that they feel represents a fair and equitable resolution of all outstanding issues, and now wish to memorialize said agreement.

NOW THEREFORE, the parties agree as follow:

- 1. The term of the contract to succeed that which expired December 31, 1994, will be from January 1, 1995 through December 31, 1997.
- 2. There shall be an across-the-board wage increase of four (4%) percent effective January 1st of each year of the contract.
- 3. Effective 1996, there will be one additional personal day to be calculated, utilized and administered pursuant to the same rules and guidelines as those governing comp days. In 1996, in lieu of taking the personal day as personal time off, each member of the bargaining unit shall receive \$550, payable on July 1, 1996. It is understood that the additional personal day will be added to the three personal days the Fire Prevention Unit currently receives.
- 4. Effective January 1, 1997, one additional step will be added midway between the top and bottom steps of each position covered by this agreement (Lieutenant, Captain and Fire Prevention Officer) except that current officers will be grandfathered and will proceed under the former step system.
- 5. Effective January 1, 1996, the Firefighter III stipend of \$650 will be eliminated and the base pay of each member of the negotiating unit will be increased by \$500.
- 6. Effective upon the first open enrollment period following the execution of this contract,

the contract will be modified in accord with language contained in the Village proposal as modified by the FMBA contract covering a new managed care health plan.

- 7. All provisions not modified herein will continue in the successor contract.
- 8. This agreement is subject to ratification by the members of the negotiating unit and the Village Council. The parties' representatives agree to recommend the settlement to the negotiating unit members and Village Council, respectively.

VILLAGE OF RIDGEWOOD

FIRE OFFICERS ASSOCIATION

# Health Care Proposal as Modified by FMBA and Fire Officers Contract

The Village agrees to provide Village employees and their dependents comprehensive health insurance as follows: (1) A Point-Of-Service Plan (hereinafter referred to as the "Ridgewood Plan"); or a Traditional Indemnity Plan (hereinafter referred to as the "Indemnity Plan"). The Ridgewood Plan will be offered at no charge to employees. The Indemnity Plan will be offered at a cost representing the amount which the cost of the Indemnity Plan exceeds the cost of the Ridgewood Plan. This differential will be calculated annually and implemented at the beginning of each calendar year. Cost differentials for the 1996 calendar year are: Single - \$17.56/month; Dependents - \$26.34/month; and Family - \$43.90/month. Such payments shall be by deduction from pay.

- A. New Hires New Hires will be placed in the Ridgewood Plan when hired but may change to the Indemnity Plan during periods of open enrollment.
- B. Retirees Employees who become eligible for retirement after January 1, 1996, will be offered retiree health insurance benefits consistent with health insurance benefits available to active employees. (For the FMBA, there shall be no entitlement to reimbursement for Medicare B costs either by active employees or employees who become eligible for retirement after January 1, 1996.) Item has been deferred for six months
- C. Prescription Employees shall be enrolled in a prescription plan under which they can obtain prescriptions required by competent medical authority for Federal legend drugs with a \$5.00 co-pay. There shall be no co-pay for drugs obtained through mail orders. The annual cap for prescription drugs shall be increased to \$5,000 effective August 1, 1996 which is the policy renewal date.
- D. If the number of doctors participating in First Option decreases by ten percent (10%) in the plan beneficiaries zip code area, the Village agrees, upon request of the Union, to meet with the Union to review the situation, to review other PPOs, and to discuss whether the Village should consider substituting another PPO in place of First Option.
- E. The co-pay for Doctors' visits shall be \$10 for the first twelve months the Ridgewood Plan is in effect, thereafter reverting to \$15 co-pay.
- F. There shall be a committee established consisting of the Village Health Benefits
  Consultant, the Village Manager, and three members to be appointed by the FMBA and
  Fire Officers Associations to consider and review all problems concerning transition cases
  and pre-existing conditions of unit employees and their covered dependents. The Village
  agrees that where, as of the signing of this agreement, a beneficiary is being treated for a
  life threatening condition by a physician who is not a participant in the First Option PPO,
  the beneficiary's level of benefits shall be consistent with the original indemnity plan. In
  the event that a situation arises on which parties disagree, the issue shall be resolved by the
  Village Manager.

- G. Should a retiree choose the "Village Plan" at retirement and through no fault of his own loses his ability to participate in the in network "Village Plan" because the Managed Care Provider Network ceases to exist, then the retired employee shall be allowed to use the Indemnity Plan free of charge.
- H. For the Fire Superiors, should a Managed Care Hospital Facility not be available to a retiree within a twenty mile radius of his home then the retiree may choose to take the Indemnity Plan. If the retiree chooses to take the Indemnity Plan, Part B Medicare reimbursements will be used to offset the differences in premium between the Indemnity Plan and the Managed Care Plan. The balance of Part B Medicare will then be refunded to the retiree.
- I. The members of the Ridgewood Fire Officers Association agree to accept a Point of Service Plan (referred to as the "Ridgewood Plan") with the understanding that because no plan document is currently available we expect the plan to provide the following:
  - The same level of benefits contained in the October, 1995 Village of Ridgewood Employee Health Care Plan administered by Comprehensive Benefits Service Co., Inc., Publication BKL151.
  - That any member may, during open enrollment periods, elect to change from his current plan to either the Indemnity Plan or the Ridgewood Plan with no limitations (i.e. Pre-existing conditions limitations or evidence of good health).
- J. If any part of this provision is prohibited by current law, then it shall not be implemented until such time as it becomes legally permissible. In any event, all other parts of this provision shall continue in full force and effect.