RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-280

Council Meeting Date: 07-27-2015 Date Adopted: 07-27-2015

TITLE: RESOLUTION APPROVING LABOR CONTRACT FOR THE BOROUGH OF NEW PROVIDENCE PATROLMEN'S ASSOCIATION OF PBA LOCAL 132 FOR THE PERIOD JANUARY 1, 2015 THROUGH DECEMBER 31, 2018

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson Galluccio.

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey, that they do hereby approve the labor contract, providing for the basis of compensation and terms and conditions of employment for members of the Patrolmen's Association of PBA Local 132 for the period January 1, 2015 through December 31, 2018.

BE IT FURTHER RESOLVED the Mayor and Borough Clerk are hereby authorized and directed to execute same on behalf of the Borough of New Providence. Funds for the implementation of this contract are being made available through the Municipal Budget.

APPROVED, this 27th day of July, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 27th day of July, 2015.

Wendi B. Barry, Borough Clerk

AGREEMENT

Between

BOROUGH OF NEW PROVIDENCE

and

NEW PROVIDENCE P.B.A. LOCAL NUMBER 132

(Patrolmen)

January 1, 2015

through

December 31, 2018

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THIS AGREEMENT, made this 27th day of July 2015, between:

BOROUGH OF NEW PROVIDENCE, in the County of Union, a Municipal Corporation of the State of New Jersey, with offices at 360 Elkwood Avenue, New Providence, New Jersey, hereinafter referred to as "Borough" or "Employer", and:

NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION, New Providence Local Number 132, hereinafter referred to as "PBA";

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages and certain other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer, recognized as being represented by the P.B.A as follows:

ARTICLE I: RECOGNITION

The employer hereby recognizes the aforementioned PBA as the exclusive representative for all Patrolmen in its Police Department in New Providence, New Jersey, but excluding probationary employees, Sergeants, Lieutenants, Captains, the Deputy Chief and the Chief of Police and all other employees.

ARTICLE II: MANAGEMENT RIGHTS

A. The Borough, except as modified by this Agreement, retains and reserves all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the Laws and Constitutions of the State of New Jersey and of the United States, including, without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough government and its properties and of the facilities and of the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for 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.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection with the implementation thereof 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 Constitutions and Laws of New Jersey and of the United States.

C. Nothing contained in this Article shall be construed to deny or restrict the Borough of its powers, rights, authorities, duties and responsibilities under R.S. 40 or any other national, state, county, or local laws ordinances.

ARTICLE III: GRIEVANCE PROCEDURE

Section 1:

To provide for the expeditious and mutually satisfactory settlement of grievances, it is understood by the parties that this procedure shall be the sole method for the resolution of complaints of members of the PBA. The procedure shall be as follows:

Step 1. An officer with a grievance or the PBA shall file a written grievance with the grievant's supervising Sergeant or other immediate supervisor within ten (10) days of the circumstances giving rise to the grievance. If the officer chooses to discuss the grievance orally with the immediate supervisor or Sergeant prior to that date, they can do so, but this has no impact on the time-frame within which a written grievance must be filed. A meeting on the written grievance shall be held within 7 days of the filing of the written grievance between the immediate supervisor or supervising Sergeant, the aggrieved party, and the PBA's designated representative. A decision thereon shall be rendered in writing by the immediate supervisor or supervising Sergeant within 7 days after such meeting.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no written decision has been rendered within 7 days after the presentation of the grievance at Step 1,the matter may be referred by the PBA or the aggrieved party by a submission, in writing, to the Chief of Police within 7 days of its disposition at Step 1. The written submission shall incorporate all documentation relating to the grievance introduced at Step 1. A meeting on the grievance shall be held between the grievant and the Chief of Police within 10 days of the referral of the written grievance to the Chief of Police,

at which a representative of the PBA must be present. Said meeting shall not be public unless the parties so agree in writing. The Chief of Police shall render a written decision within ten (10) days of the date of the meeting.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision has been rendered within 10 days after the presentation of that grievance at Step 2, the matter may be referred by the grievant or PBA to the Borough Administrator within 7 days of its disposition at Step 2. Such referral shall be in writing and shall incorporate all documentation pertaining to the grievance introduced at Steps 1 and 2. The written submission shall be made to the Borough Administrator. A meeting on the grievance shall be held between the PBA, the grievant and the Borough Administrator within 15 days of the receipt of the grievance by the Borough Administrator, at which meeting the parties may be represented. Said meeting shall not be public unless the parties so agree in writing. The Borough Administrator shall render a final written decision within 30 days of the date of the meeting.

Step 4 - Arbitration.

(a) If the Grievance is not settled through Step 3 and the grievance alleges a violation of this Agreement, either party may refer the matter to the New Jersey Public Employment Relations Commission for appointment of an arbitrator within 14 days after the determination by the Borough Administrator. An arbitrator shall be selected pursuant to the Rules of the New Jersey Public Employment Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Borough Administrator. In the event the aggrieved elects to pursue his appellate rights in accordance with N.J.S.A. 40A:14-150, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter, in any way, the provisions of the Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding upon the parties.

(d) The costs for services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

Section 2.

The time limits specified in the grievance procedure shall be construed as maximum and may only be extended upon mutual agreement between the parties, which must be in writing. The term "days" shall be defined as calendar days in this Article.

Section 3.

(a) The PBA or aggrieved party can skip Step 1 and file the written grievance directly with the Chief at Step 2 only when the grievance cannot be effectively ruled upon by the immediate supervisor due to that supervisor's level of managerial decision-making. Upon receipt of the grievance by the Chief,

however, if the Chief believes that the immediate supervisor can effectively rule upon the grievance, he shall send the grievance back to Step 1 and notify the PBA and aggrieved party that he has done so. Otherwise, the Chief shall proceed on the grievance in accordance with the Step 2 procedures. If necessary, the Chief of Police shall refer the grievance back to Step 1 within 7 days and shall notify the PBA in writing of same. When this occurs, the Step 1 time limits shall apply from the date that the grievance was referred back to Step 1.

(b) The failure of the Borough to timely issue a decision at any step of the procedure shall constitute a denial of the grievance at that step and shall give the PBA or grievant the right to move to the next step of the procedure, although only the PBA may move the grievance to arbitration.

(c) If the grievant or PBA fails to comply with any of the time limits set forth herein, the grievance shall be deemed to have been abandoned and the PBA shall be precluded from submitting the matter to arbitration. No Arbitrator shall have any authority whatsoever to rule upon the merits of a grievance if he finds that the grievance has been abandoned in accordance with these procedures.

Section 4.

An employee may be represented by himself or, at his option, by a PBA representative at any stage of this grievance procedure. The PBA shall have the right to be present at all grievance hearings. Only the PBA may refer a grievance to arbitration.

ARTICLE IV: SALARIES

A. Salaries shall be adjusted in accordance with the salary guide which is attached hereto as Schedule A. The salary guide reflects the adjustments of increments, steps and other adjustments as agreed by the parties. The percentage wage increase listed below will be applied to the top step of the salary guide, with no increases to the other steps in the guide for the duration of this agreement. Employees within the guide will be eligible for their step-increases as per present practice and Schedule B attached hereto.

Effective January 1, 2015	2.00%
Effective January 1, 2016:	2.00%
Effective January 1, 2017:	2.00%
Effective January 1, 2018	2.00%

A new 13 step-guide shall be implemented for officers hired after March 1, 2015 and is included in Schedule A.

In addition to the above wage increases, the Borough incorporated 48 hours of pay into base salary for all members of the bargaining unit effective January 1, 2013. This will result in an additional across-the-board increase of 2.31% effective January 1, 2013 [48 hours divided by 2,080 hours]. This increase is incorporated in Schedule A.

B. Patrolmen assigned as Corporals shall receive an annual additional salary of $2,000.00 for performing shift supervisor duties, which shall be included with and be a part of the base rate of compensation for all purposes.

C. Patrolmen assigned as Investigators in the Community Service Bureau shall receive an annual additional salary of $2,000.00 for performing such duties which shall be included with and be a part of the base rate of compensation for all

purposes.

D. Based on the assignment of 4 officers to the Detective Bureau, Investigators are assigned to serve on-call for a period of 13 weeks during the year. When staffing shortfalls require that less than 4 Investigators are assigned to the Detective Bureau, those remaining may be required to serve additional time on-call. Investigators, who serve additional full weeks on-call, shall be paid $100 per week for that additional time, with the last overtime payment of the year. This provision shall not apply to the voluntary trading or switching of on-call responsibilities, nor shall this provision be binding on the borough in the event of a reorganization of police department personnel or be considered a past-practice.

ARTICLE V: LONGEVITY

Section 1.

All covered employees hired prior to January 1, 1998 currently receiving payment under this Article shall continue to receive an annual payment of $2,400 which shall not be used in calculating any wage increase and shall be paid in equal payments throughout the calendar year and included in the employee's regular pay check. Employees hired after January 1, 1998 have not been and are not eligible for longevity.

Section 2.

Effective with the anniversary date occurring during each calendar year, any employee whose eligibility date is prior to July 1 shall receive longevity from January 1 of that year. Those whose anniversary dates fall on or after July 1 shall receive longevity pay from July 1 of that year.

ARTICLE VI: WORK SCHEDULE, HOURS OF WORK, COURT TIME AND OVERTIME

A. Work Schedule:

1. Patrol Division employees shall work four (4) consecutive days on duty, twelve (12) hours each in duration, followed by four (4) consecutive days off duty. All other employees shall work schedules of times and duration in accordance with pre-existing practices.

2. It is expressly agreed that the 4 - 4 work schedule for Patrol Division employees set forth in Paragraph A above may be retracted by the Borough and be replaced by the work schedule that was in effect immediately prior to its implementation, should the Borough determine that the manpower needs of the Police Department, by reason of lay off or attrition only, fall below the levels necessary to operate the 4 - 4 schedule. If the Borough intends to retract and replace the 4 - 4 schedule as aforesaid, it shall provide the PBA with sixty (60) days notice of such intent together with written reasons for the intended action. If the PBA has any concerns or doubts regarding the Borough's contentions concerning its ability to maintain the current schedule, nothing stated herein shall be deemed to constitute a waiver by the PBA of its rights to utilize whatever legal means it would otherwise have pursuant to law to raise its concerns or doubts.

3. Effective January 1, 2013, all officers assigned as Detectives will have an additional 48 hours of work per year added to their work schedule. It is understood that the additional 48 hours per year will be scheduled four (4)

hours per month in blocks of time not less than two (2) hours. This does not preclude the Chief of Police and the detectives from agreeing to alternative work periods that utilize the 48 hours over the course of the calendar year. It is understood that effective calendar year 2013, while all officers assigned as Detectives are paid for working 2,128 hours per year, the parties have agreed that Detectives' hourly rate of pay shall be based upon 2,080 hours of work per year.

B. Court Appearances:

1. Any police officer who is required to appear before any Court, Grand Jury, Administrative Tribunal, Civil Court, on behalf of the Borough, County of Union, or State, for purposes of being available to give testimony regarding matters in connection with and growing out of job connected duties, will be paid at the rate of time and one-half when such appearances are required on the employee's normally scheduled off-duty time.

2. Such payment as described in Section B1 above shall be reduced by the amount of any payment the employee receives from or on behalf of the party requiring the employee's appearance and testimony in Civil Court appearance matters. The employee shall indicate the amount of any payment received from the party requiring his testimony on his voucher requesting a Civil Court payment from the Borough. A copy of the subpoena received by the employee shall also be attached to the voucher.

C. Overtime Pay:

1. Except for Community Service Bureau Investigators, any employee:

   a. Who is required to work beyond his normal scheduled quitting time, or;

   b. Who is required to work on his normally scheduled day off, or;

   c. Who is required to report to work after completion of his regular shift and prior to the start of his next regularly scheduled shift,

shall be compensated in time or money at the discretion of the officer at the rate of time and one-half for all hours worked that are not included in the employee's normally scheduled shifts. Payment at the rate of time and one-half shall not apply to any such hours voluntarily worked by the employee for the benefit of another employee or for their mutual benefit.

2. Community Service Bureau Investigators shall be paid overtime as follows:

   a. Any Community Service Bureau Investigator called into work to perform non-detective or non-juvenile duties shall be compensated at the rate of time and one-half (1½) his regular hourly rate of pay. Said compensation may be in either compensatory time off or in money at the individual officer's discretion.

   b. Any Community Service Bureau Investigator required to appear in Court, before a Grand Jury, called into work early or held beyond his regular shift shall be compensated at the rate of time and one-half (1½) his regular hourly rate of pay. Said compensation shall be at the discretion of the officer to be paid in either compensatory time or money. In either instance, the officer shall follow the

procedures established by department policy for documenting the accrual of this time.

c.

3. Any employee who is ordered into work, including all Court and Grand Jury appearances, during the employee's regularly scheduled day or time off, shall receive a minimum of two (2) hours call-in pay or the actual hours spent, whichever is greater, regardless of the actual time spent. Said call-in shall not apply to time which may run contiguous with either commencement or conclusion of the employee's regular work shift. Said pay shall be in accordance with the overtime provisions as set forth hereinabove. The employee shall be free to leave once the specific purpose for which the recall took place is completed.

4. Due to the number of hours worked on the 4 - 4 work schedule, each patrol officer shall receive an additional one hundred and forty four (144) hours of compensatory time off per year. This shall be called schedule adjustment compensatory time and shall be administered in the same manner as all other compensatory time off. Said time shall be accrued at the rate of twelve (12) hours per month, commencing in January and running through December of each year. Each employee working the 4 - 4 schedule shall receive the twelve (12) hours per month on the first day of each respective month.

5. Notwithstanding the foregoing in paragraph 4 above, effective January 1, 2013, schedule adjustment compensatory time shall be reduced for each patrol division patrolman to 96 hours of compensatory time off per year,

accrued at the rate of eight (8) hours per month. Each employee working the 4-4 schedule shall receive the eight (8) hours per month on the first day of each respective month. It is understood that effective calendar year 2013, while all employees are paid for working 2,128 hours per year, the parties have agreed that the patrol officers' hourly rate of pay shall be based upon 2,080 hours of work per year.

6. Effective January 1, 2013, officers shall be given the opportunity to receive payment for their scheduled adjustment compensatory time as set forth in this paragraph. On or before October 1 of the preceding year, the officer shall provide written documentation to the Borough indicating that in lieu of receiving the scheduled adjustment compensatory time for the following calendar year, he/she elects to be compensated at his/her base rate of pay for either: (1) the full 96 hours, or (2) for 48 of the 96 hours of scheduled adjustment compensatory time. If this election is made by the officer, the option shall be payable in two payments: (1) January 15th, and (2) July 15th. Absent written documentation to the Borough of this election on or before October 1, the scheduled adjustment compensatory time hours shall be dispensed with as set forth in this Article.
7. Any employee who is required to perform the duties of a Corporal or Sergeant for more than fifteen (15) accumulative days in any calendar year (a "day" is defined as eight (8) hours), shall be compensated at the Sergeant's base rate of pay for all time worked in such capacity beyond the fifteen (15) days in that calendar year.
8. Any Patrol Corporal that performs the duties of Sergeant, due to the

scheduled absence of the Sergeant, shall be compensated based on the following schedule:

1. At the conclusion of any quarter ending March 31, June 30, September 30 and December 31, the Corporal shall be compensated $500.00, for the respective quarter, when he/she has successfully worked each day the Sergeant was scheduled to be off during that quarter, or,
2. If the Corporal is absent, two or less times during the quarter ending March 31, June 30, September 30, and December 31, at the same time the Sergeant was scheduled to be off he/she will be compensated $250.00. If the Corporal is absent three or more days, at the same time the Sergeant was scheduled to be off in that quarter, he/she will not be compensated.
3. Nothing in this provision shall be interpreted to include sick time usage or duty related injuries when calculating the attendance record of the Corporal for the basis of this compensation.
4. Payments for this provision shall be made on the 15th of the month that follows the end of the respective quarter, and shall be documented on a voucher provided by the Borough.
5. This provision shall take effect beginning January 1, 2007. The provision shall be re-evaluated at the conclusion of each contract year and may be retracted by the PBA or the

Borough at any point thereafter upon 30 days written notice to the other party.

D. Administration of Compensatory Time and FLSA Time

1. "Banked" accumulated time shall be limited to 440 hours. All additional time earned shall be utilized as time off in accordance with this Agreement during the year in which earned.
2. Upon retirement, all accumulated time shall be utilized as time off in terminal leave.
3. Up to 24 hours of compensatory time shall be utilized each year as training time. The scheduling and utilization of such time shall be reasonably established by the Chief in blocks of not less than 4 hours each. However, the Chief shall make a reasonable effort to schedule such time in blocks of 6 or 8 hours each. Officers attending required or mandated training on their scheduled days off shall be paid in compensatory time at the rate of time and one-half for all hours of training in excess of the 24 hours provided for in this section.
4. Officers attending approved elective training on their days off shall be paid in compensatory time at the rate of straight time with a maximum of 32 hours per year. Elective training shall not include attendance at undergraduate or graduate courses given by a college or university.

ARTICLE VII: SICK LEAVE & BEREAVEMENT LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of bona fide medical reasons, bona fide personal illness, accident or exposure to contagious disease.
3. Use of sick leave will be allowed to care for an ill or injured spouse, domestic partner (as defined on N.J.S.A. 26:8A-1 et seq.), child or parent provided such care involves an FMLA qualifying event.

B. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day (that is, a period of eight (8) hours) per month during the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. The fifteen (15) working days of Sick Leave shall be put into the employee's sick leave bank effective January 1 of each calendar year.
2. 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.

C. Reporting of Absence on Sick Leave

1. An employee that seeks to be absent as a result of reasons that entitle him to sick leave must notify the Police desk of the absence at least one-half (1/2) hour prior to his scheduled reporting time. Failure to do so may

result in disciplinary action.

D. Verification of Sick Leave

1. Any employee that works 12-hour shifts and that is absent on sick leave in excess of 36 consecutive working hours shall be required to submit acceptable medical evidence substantiating the basis for the sick leave. Any employee that works 10-hour shifts and that is absent on sick leave in excess of 30 consecutive working hours shall be required to submit acceptable medical evidence substantiating the basis for the sick leave. Any employee that works 8-hour shifts that is absent on sick leave in excess of 24 consecutive working hours shall be required to submit acceptable medical evidence substantiating the basis for the sick leave.

   (a) 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 acceptable medical evidence for any additional sick leave in that year.

   (b) In addition, the appointing authority may require proof of illness of any employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. 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 return to duty, to be examined by a physician designated by the Borough, at the Borough's expense. Such

examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Job Connected Illness or Injury

1. Any employee who sustains job connected illness or injury, shall be maintained at full pay, less any weekly workman's compensation benefits he may receive, until such time as the employee shall either return to work, apply for and/or receive pension , and/or be certified by the employer's physician as able to return to work, but only up to a maximum period of three (3) years. In order to extend beyond two years, however, the employee must provide the Borough with documentation from his/her personal physician which demonstrates that the employee is likely to recover and return to work within six (6) months. In such a case, the Borough will grant the employee a six (6) month extension. The employee may apply for another six (6) month extension provided that the employee provides the Borough with the appropriate documentation as set forth above. In no event shall the Borough grant an extension beyond three (3) years. There shall be no deductions made from the employee's sick leave benefits during this period.

2. It is understood that the employer shall have the right to require such employee to report to a physician of the employer's choosing for examination to determine the employee's fitness for return to duty.

F. Exhaustion of Sick Leave

The parties have agreed upon a program for donated sick leave, which is

annexed hereto as Schedule C.

G. Bereavement Leave

Officers shall be entitled to 24 hours of bereavement leave in the event of death of immediate family members which shall include spouse, domestic partner as defined in N.J.S.A. 26:8A-1, et seq., child or step child, grandchild, parent, step parent, grand parent, sibling, parent in law, child in law and legal guardian.

ARTICLE VIII: TERMINAL LEAVE

The parties agree to a terminal leave program which will provide a maximum benefit value of $17,000. Officers have the option to elect lump sum payment of entitlement under this Article in lieu of remaining on the books with payment to be made within 30 days of separation.

Entitlement to the maximum terminal leave or any part thereof shall be based upon the number of accumulated unused sick days at the time of retirement. Employees with 100 or fewer accumulated sick leave days at the time of retirement shall be entitled to paid terminal leave based upon those unused sick days at the ratio of 1 for 4 days to the maximum dollar amount set forth above. For those employees with more than 100 accumulated and unused sick days at the time of retirement, the ratio shall be paid terminal leave based on 1 day for 3 days of unused sick leave. Employees must retire under PFRS to be eligible for terminal leave payment, and eligible employees may elect to remain on the payroll until their terminal leave entitlement is paid, or receive a lump sum payment of entitlement under this Article in lieu of remaining on the books with payment to be made within 30 days of separation. If the payout of terminal leave results in an employee being on the payroll in a new calendar year, there shall be no entitlement to any additional paid time off for items such as vacation, personal days, sick days, holidays and the like as a result of remaining on the payroll into a new calendar year.

ARTICLE IX: DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex, religion, sexual orientation, disability, national origin, or other characteristic protected by state or federal law.

ARTICLE X: SEPARABILITY & SAVINGS

A. In the event that any federal or state legislation, government regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

B. Except as may be otherwise provided for within this Agreement, the failure to enforce any provision of this Agreement or otherwise exercise one's rights pursuant thereto shall not be deemed as a waiver thereof.

ARTICLE XI: OUTSIDE EMPLOYMENT

If any person, organization or agency desires the services of a police officer during his off duty hours, and the performance of such services are approved in advance by the appropriate Borough official, the police officer shall be paid through the Borough with appropriate deductions for taxes made there from, it being understood that such payment shall be remitted by said person, organization or agency directly to the Borough on behalf of the officer. It is further understood that such compensation received by the police officer shall not be considered as salary or wages from the Borough and shall not affect the police officer pension entitlement. Any police officer who engaged in other off duty activities for compensation which are not approved by the Borough as aforesaid, shall not be eligible or entitled to receive payment in this manner.

ARTICLE XII: PERSONAL LEAVE TIME

Each current member shall be entitled to 40 hours of personal leave per year. Those persons hired on or after January 1, 1998 shall be entitled to 24 hours of personal leave per year. In the event a member shall have unused personal leave days from the previous calendar year, the hours shall be automatically added to his vacation in the succeeding calendar year and scheduled in accordance with Article XIX.

ARTICLE XIII: INSURANCE

A. Medical Coverage

The Borough shall provide each employee the following Health Care Insurance with dependent coverage:

1. AmeriHealth PPO Direct 15 Match – Appended as schedule C

B. Dental Insurance

1. Delta Dental PPO plus Premier – As appended in Schedule C

C. Optical Insurance

1. VSP – Option 1 – As appended in Schedule C

The Borough agrees to provide the aforementioned insurance benefits to all eligible officers and their eligible dependents.

D. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided, subject to review by the PBA.

E. The Borough has established an opt out program in accordance with NJSA: 40A-17.1 (PL 2010 chapter 2) for employees who opt out of any health insurance coverage offered by the Borough. For 2015, employees shall receive their opt-out payment through the second quarter of 2015 following the language from the previous contract. There will be no additional payments in 2015. Beginning in 2016, and terminating at the end of 2018 the following shall apply.

For those employees receiving opt out payments under the prior Boro

provisions at the time of ratification and approval of this contract, the Boro shall provide the following one-time payments:

Family Coverage

2016 - $2,500

2017 - $1,500

2018 - $500

P/C or Couple

2016 - $2,000

2017 - $1,000

2018 - $300

Single

2016 - $1,000

2017 - $750

2018 - $250

F. The Borough agrees to cooperate with the PBA and Teamsters in the collective effort to control Health Insurance costs. Upon notice from the PBA the Borough Administrator agrees to convene a meeting with representatives of the PBA and the Teamsters to review current Health Insurance costs and consider modifications to plan benefits to reduce the cost of the plan. Upon agreement of plan modifications among the unions and management, with concurrence of the Borough Council, the Borough Administrator shall execute plan changes on a Borough-wide basis at the next available renewal. It is understood that the renewal of current health insurance plan occurs on July 1st. To assure adequate time to review the renewal, this meeting should occur upon receipt of the renewal

proposal. The Borough Administrator shall notify the PBA upon receipt of the renewal proposal.

ARTICLE XIV: NO-STRIKE PLEDGE

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA 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 any 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, sick-out, or walk-out, against the Borough. The P.B.A agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, work stoppage, sick-out, or walk-out, it is covenanted and agreed that participation in any such activities by any employee covered under the terms of this Agreement may be deemed grounds for disciplinary action up to and including discharge of such employee or employees. All employees who continue full performance of their duties during such strike, slowdown, work stoppage, sick out, or walk-out shall receive full pay and all benefits provided in this Agreement.

C. The PBA will actively discourage any strike, slowdown, work stoppage, sick-out, or walk-out and, consistent with the rights of its members, issue a statement, in writing, describing such strike, slowdown, work stoppage, sick-out, or walk-out as illegal and invalid.

D. 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 PBA or its members.

ARTICLE XV: DISCIPLINARY ACTION

A. Disputes involving the discipline of employees covered by this Agreement shall be governed by the appeal procedures set forth in applicable statutes, regulations and ordinances such as N.J.S.A. 40A:14-147 et seq..

B. Failure to qualify with sidearms may result in disciplinary action. The Borough shall provide an in-service training program for firearms proficiency.

C. Disputes involving minor disciplinary matters not governed by the appeal procedures referred to in paragraph A above will be subject to the grievance procedure set forth in Article III of this Agreement.

ARTICLE XVI: RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges, and benefits which the officers are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement.

ARTICLE XVII: POLICE EQUIPMENT

A. It shall be the responsibility of each police officer to immediately report any defective vehicles to his immediate supervisor.

B. Each police officer shall utilize reasonable care and be fully responsible for equipment assigned to him.

C. The parties agree to create the Police Equipment Safety Committee. The Committee shall be made up of the Police Chief, a command level officer designated by the Police Chief, and two Patrolmen selected by the PBA.

D. The Committee shall meet Quarterly, at a date and time determined by the Police Chief or designee, to discuss any safety issues raised by any member of the Committee that pertain to police equipment. At these meetings, the Committee shall attempt to reach agreement on how the safety issue being discussed should be handled or resolved. Issues to be raised at any meeting of the Committee should be described in writing to all members of the Committee at least 7 days in advance of the Committee meeting.

E. If any member of the Committee advises the other members of the Committee in writing that there is an urgent need to meet in advance of the Quarterly meeting to discuss any safety issues that pertain to police equipment, the Chief shall arrange for a meeting of the Committee as soon as practicable following such written notice. Notwithstanding, the Committee shall not be required to meet less than 30 days prior to the most recent Committee meeting.

F. Following discussion of any safety issue during a meeting of the Committee, the

member of the Committee that initially raised the issue shall, taking into account the discussions that occurred at the Committee meeting, submit a comprehensive written recommendation to the rest of the Committee as to how the issue should be resolved. This written recommendation must fully describe the following:

1. Provide a comprehensive description of the safety issue that was raised and the police equipment involved;
2. Set forth the various options discussed at the meeting for resolving the issues and the pros and cons of each option;
3. Take into account the economic concerns of the Borough, if any, in resolving the safety issue;
4. Provide a comprehensive recommendation for remediating the safety issue; and
5. Explain, in detail, why any other potential resolutions of the issue that were discussed by the Committee are less appropriate than the recommendation made by the member.

G, Notwithstanding anything set forth in this Article, however, the Police Chief or his designee ultimately retains the sole discretion as to how any issue covered by this Article shall be resolved. The Chief's Decision on such issues shall not be subject to the parties' Grievance Procedure.

ARTICLE XVIII: FULLY-BARGAINED PROVISIONS

A. During the course of collective negotiations, each party has been free to propose and negotiate with regard to all appropriate subjects which it might have desired to place before the other for consideration. This Agreement incorporates all rights and obligations assumed by each party and granted through its terms by each to the other as a result of the negotiating process, and it is specifically recognized that since both parties hereto are desirous of stabilizing their relationship by an executed document for a specific duration, for that duration, neither side shall be obligated to enter into further negotiations regarding any matter not specifically designated by clear and express language within this Agreement.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as may be otherwise determined by the Public Employment Relations Commission

ARTICLE XIX: VACATIONS

A. All employees will be credited with their vacation amounts for the calendar year on January 1 of each year as set forth below:

1. Vacation in Calendar Year Hired: Probationary police officers are not covered by this contract and are therefore referred to the Borough Personnel Manual for their vacation allowances during their probationary period.

2. Vacation following probationary period

   a. Employees who complete their probationary period on or before August 31st shall receive a total of 96 hours of vacation time for that calendar year. This shall be inclusive of any vacation time provided under the Borough Personnel Manual.

   b. Employees who complete their probationary period after:

   c. August 31st shall receive 72 hours

   d. September 30th shall receive 64 hours

   e. October 31st shall receive 56 hours

   f. November 30th shall receive 48 hours

   g. All of the above shall be inclusive of vacation time provided under the Borough Personnel Manual.

   These employees shall be entitled to 96 hours of vacation on the following January 1st and each January 1 thereafter until the calendar year in which they reach 5 years of continuous service with the Department.

3. Vacation Beginning Calendar Year During Which Employee Reaches 5 Years of Continuous Service with the Department: The chart below shows the number of hours of vacation that the employee will be credited on January 1 of the calendar year in which they will reach the number of years of continuous service shown in the first column:

Continuous Service with Department	Anniversary Date 1/1 to 6/30	Anniversary Date 7/1 to 12/31
5 years	104 Hrs.	100 hrs.
6-9 Years	104 Hrs.	104 Hrs.
10 Years	136 Hrs.	120 Hrs.
11-14 Years	136 Hrs.	136 Hrs.
15 Years	160 Hrs.	148 Hrs.
16-19 Years	160 Hrs.	160 Hrs.
20 Years	200 Hrs.	180 Hrs.
21+ Years	200 Hrs.	200 Hrs.

B. Vacations will normally be taken in full weeks, subject to a schedule approved by the Chief.

C. No vacation time shall be accumulated from year to year, except where an employee loses his vacation time by reason of being required to work during said period. In such cases, said employee shall be granted the unused vacation time at a subsequent period, or equivalent payment or compensation shall be made upon certification of the appropriate department head and approval of the Borough Council.

D. Seniority shall be determined within squads to which members are assigned, first by rank, and then by length of service within the department.

ARTICLE XX: PROVISIONS FOR REPRESENTATION FEE IN LIEU OF DUES FROM NON-MEMBERS OF THE PBA

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join in the Union within thirty (30) days of initial employment within the unit and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit, shall pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union Membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer.

B. The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

C. In the event that an employee, otherwise eligible for membership in the bargaining unit, is, for any reason, denied, said membership by the bargaining unit, said employee shall not be subject to the payment of the Representation Fee provided for herein.

ARTICLE XXI: MARTIN LUTHER KING, JR., HOLIDAY

Employees shall be entitled to a holiday to celebrate the birthday of Martin Luther King, Jr., but only if such additional holiday is granted by the Borough to other Borough employees outside this bargaining unit.

ARTICLE XXII: EDUCATIONAL ASSISTANCE

In the event a permanent employee desires to improve his skills through further education, the Borough will provide the same Education Assistance to members of the PBA and SOA as are provided for all other Borough employees per the Borough SOP. The current policy, adopted by the Borough pursuant to Resolution 2015-061, is appended to this agreement.

ARTICLE XXIII: SENIORITY

Seniority for police officers shall be determined by length of service in a rank and then length of service in the Department. In the event it becomes necessary to reduce the number of employees, lay-off shall be by seniority with the least senior member being first laid off. Recall from lay-off shall be in inverse order, and the Municipality shall not hire any additional employees while there are permanent members on lay-off status and eligible for recall.

Employees' rights for recall shall be two (2) years from date of lay-off and shall be forfeited if recall to work is refused, and/or the employee fails to advise the Municipality of his latest address to which such notification, by certified or regular mail, would be sent.

ARTICLE XXIV: ADVANCEMENT

A. Effective July 1, 2007, the following provision shall apply to officers that fall within the salary step guide and shall exclude probationary officers.

B. Officers advancement to their next step in the salary guide shall be evaluated based upon the Advancement Clause agreed upon by both parties.

C. In recognition of this article, the Borough will reduce the number of advancement steps from eight to seven, and equally distribute the monetary value of the removed step among the remaining seven steps.

D. The Advancement Clause is attached hereto and marked as Schedule B.

ARTICLE XXV: DURATION

The term of this Agreement shall be from January 1, 2015 through December 31, 2018, and from year to year subject to written notice from either party to the other of the desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than August 30 of the last year of this Agreement (or of any renewal year). If timely written notice is given, successor negotiations shall commence no later than September 13 of the year in question. The foregoing notification and commencement dates are derived from Public Employment Relations Commission Regulation Section 19:16-2.1 and the adoption by the Public Employment Relations Commission of February 10th required budget submission date for municipalities such as the Borough. In the event of any change in the PERC statute or regulations, this Article shall be deemed to have been amended to conform to such change.

ATTEST:

BOROUGH OF NEW PROVIDENCE

By: _____
Allen Morgan, Mayor

ATTEST:

NEW JERSEY STATE P.B.A.
NEW PROVIDENCE LOCAL #132

By: _____
Michael Hand, PBA President

SCHEDULE A

Salary Guide - January 1, 2010 through December 31, 2018							
Employees in Step Guide on or after 1/1/2007							
Step 1	$95,734	$97,649	$98,625	$100,901	$101,910	$103,184	$104,474
Step 2	$89,530	$91,321	$92,234	$94,362	$95,306	$96,497	$97,703
Step 3	$83,330	$84,997	$85,847	$87,828	$88,706	$89,815	$90,937
Step 4	$77,131	$78,674	$79,460	$81,294	$82,107	$83,133	$84,173
Step 5	$70,931	$72,350	$73,073	$74,759	$75,507	$76,451	$77,406
Step 6	$64,732	$66,027	$66,687	$68,226	$68,908	$69,769	$70,642
Step 7	$58,532	$59,703	$60,300	$61,691	$62,308	$63,087	$63,876
1/1/2013 Salary Based on 2128 hours pay per year. Hourly rate based on 2080 per year.							

Salary Guide for Top Grade Patrolmen 1/1/2015 through 12/31/2018							
		2%	2%	2%	2%		
		1/1/2015	1/1/2016	1/1/2017	1/1/2018		
		$106,563	$108,695	$110,868	$113,086		

	Step Guide - For Employees Hired After March 1, 2015				
	7/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018
Step 1	$104,474	$106,563	$108,695	$110,869	$113,086
Step 2		$102,000	$102,000	$102,000	$102,000
Step 3		$98,000	$98,000	$98,000	$98,000
Step 4		$94,000	$94,000	$94,000	$94,000
Step 5		$90,000	$90,000	$90,000	$90,000
Step 6		$86,000	$86,000	$86,000	$86,000
Step 7		$82,000	$82,000	$82,000	$82,000
Step 8		$78,000	$78,000	$78,000	$78,000
Step 9		$73,500	$73,500	$73,500	$73,500
Step 10		$70,000	$70,000	$70,000	$70,000
Step 11		$67,000	$67,000	$67,000	$67,000
Step 12		$62,000	$62,000	$62,000	$62,000
Step 13		$53,000	$53,000	$53,000	$53,000
Probationary		$44,000	$45,000	$46,000	$47,000

SCHEDULE B

Advancement Guidelines

A. Members within the Salary Guide are advanced to the next salary step on either January 1 or July 1 of the respective year. Members hired between January 1 and June 30 shall be advanced on January 1. Members hired between July 1 and December 31 shall be advanced on July 1.

B. The following guidelines shall be utilized when an officer is to be advanced to the next step in the salary guide:

1. The officer has a satisfactory evaluation from the prior year.
2. The officer has less than 2 sustained written reprimands in the evaluation period. To be sustained any appeal rights the officer has and uses must be completed. Any advancement scheduled to occur while an appeal is pending shall be held in abeyance until the appeal is either successful or exhausted. If the appeal is successful the advancement shall be retroactive to the scheduled date.
3. The officer has been recommended for advancement by his/her immediate supervisor based on the following criteria:
    a. General Job Performance
        i. How well does the employee perform their duties?
    b. Dedication to the Borough and/or Police Department
        i. Does the employee perform their duties consistent with the goals and mission of the department?

c. Training

i. Include any training that the employee has participated.

d. Attendance

i. Has the employee followed the proper procedures for use of time off?

e. Productivity

i. Is the employee initiating activity as necessary?

ii. Is the employee dealing with community issues appropriately?

f. Appearance

i. Has the employee followed the uniform requirements as set forth in the SOP?

g. Relationship with Co-workers and public

i. How does the employee interact with the public?

ii. How does the employee interact with members of this department?

h. Other

i. Include, if any, other pertinent details with regards to this employee

i. Final Recommendation

C. If the member has satisfactorily met the above criteria, the member shall be advanced to the next step in the salary guide.

D. In the event the employee has not met one or more of the three criteria, the employee shall be referred to an Advancement Panel, which shall consist of the Chief of Police, the member's immediate supervisor and the PBA President.

E. This panel may confer on the member's status and make recommendation for advancement. Failure to convene the panel prior to the advancement date will result in the employee automatically being advanced. If the member is further denied advancement, they shall be afforded the opportunity to appeal the decision by following the grievance procedure. The employee shall also be provided, in writing, the reason(s) for advancement denial by the Advancement Panel upon their recommendation. The Borough shall bear the burden of demonstrating just cause for the denial of advancement of the officer.

F. Pending the outcome of the above process, if the member has been further denied advancement, the employee shall be allowed to re-apply, to the advancement panel, every three months from the date of their initial advancement as set forth above and advancement shall not be unreasonably withheld.

G. Nothing in this provision shall limit any officer the ability to be advanced more than one grade at a time.

SCHEDULE C

DONATED LEAVE GUIDELINES

I. Purpose

A. The intent of this program is to permit full time, sworn, New Providence Police Department employees to donate earned sick time and/or vacation time on a voluntary basis to another full time, sworn, New Providence Police Department employee who is suffering from a catastrophic health condition or injury and/or prolonged illness or injury which compels their prolonged absence from work.

B. An employee who is to be a recipient of donated time must first exhaust all of his/her own accumulated sick, vacation, personal and compensatory time. The employee must also produce a doctor's certification at the onset of the illness or injury to substantiate the nature of the illness or injury, and to specify the length of time that the employee will probably be absent from work. An employee who utilizes donated leave time will be treated as a Borough employee on a leave of absence with pay and will not be subject to a diminishment of wages and benefits.

C. The donation of sick, personal, compensatory and/or vacation time must be initiated by the employee through the Chief of Police. The request must be on the forms provided by the Borough and must be made prior to the exhaustion of all accumulated sick, vacation, personal and compensatory time. Upon approval by the Recipient/Donor Committee members, all police department employees, as described above are eligible to donate time on a voluntary basis.

II. Eligibility

A. Recipient

A New Providence Police Department employee shall be eligible to receive donated sick, personal, compensatory and/or vacation leave from other police department employees if the employee meets all the following criteria:

1. Must have completed one-year continuous service with the New Providence Police Department.
2. Must be suffering from a catastrophic health condition or injury and/or prolonged illness or injury that necessitates the employee's prolonged absence from work for which the employee has no availability of paid leave.
3. Must produce acceptable medical verification from a physician or other licensed health care provider. The medical verification must indicate the nature, severity and anticipated duration of the disability resulting from the serious or prolonged health condition or injury involved.
4. Exhausted all accrued paid leave time including compensatory time, sick leave, personal and vacation leave.

B. Donor

An employee to be eligible to donate leave to another employee must meet the following criteria:

1. Must donate whole days.

2. Must have at least 15 days of accrued sick leave remaining to his/her credit following any donations.

3. Must not have solicited nor accepted anything of value for the donation.

III. Recipient/Donor Committee

A. A Recipient/Donor Committee shall review every request for donated sick leave. The Recipient/Donor Committee members must approve, by majority, the eligibility of any employee before he/she can participate in the program. Decisions and approvals regarding eligibility will be made on a case-by case basis. The committee shall consist of the following personnel:

1. Chief of Police
2. Captain
3. Borough Nurse
4. Two PBA Members

B. An appeals process, through the grievance procedure, shall be available to any requestor who disagrees with the committee's decision.

IV. Procedures

A. Any employee may request to participate as a recipient in this program by contacting the Chief of Police. The Chief of Police will require medical documentation concerning the nature, severity and anticipated duration of the medical emergency involved. The Chief of Police shall document the

request, on forms provided by the Borough, and then shall arrange for a meeting of the Recipient/Donor Committee without delay.

B. If approved by the Recipient/Donor Committee, the Chief of Police will then post on employee bulletin boards or communicate by other appropriate means, the name(s) of eligible employee(s) who will have exhausted all earned paid leave time by a designated date. The posting will be done only with the recipients consent. If the employee is unable to consent, the employee's family may consent on behalf of the employee. Notice shall be provided to all appropriate majority representatives.

C. Full time, sworn employees may donate within the prescribed limitation only whole days of sick leave, compensatory time, vacation leave, or a combination thereof.

D. The donor and the recipient (or family representative) will fill out the required forms. No one shall directly or indirectly intimidate, threaten or coerce, or attempt to intimidate or coerce any other employee for the purpose of interfering with any right which such employee may have with respect to contributing, receiving or using unpaid leave under this program. The above shall include promising to confer or conferring any benefit (such as appointment, promotion or compensation). An affidavit to this effect shall be signed by the donor. Any employee who engages in the above prohibited conduct shall be subject to disciplinary action.

E. The donor's leave time will be reduced by the number of days donated with regard to that donor's respective bank.

F. Any time donated to the recipient will be kept confidential and not disclosed to the recipient or any other individuals requesting this information. This provision will not include any individuals who facilitate this program.

G. The eligible recipient's leave time will be credited with the donated time indicating the donor may receive days from more than one donor. Records shall be maintained by The Borough's Personnel Office showing the donor's name, number and type of days donated.

H. The eligible recipient may receive 180 donated days from the date the recipient (employee) exhausts all available accrued sick, vacation, personal and compensatory time.

I. Nothing in this policy eliminates the ability of the officer requesting donated leave to request additional paid leave from Borough Council.

J. If the employees prolonged absence extends beyond the expiration of the 180 day donated leave time, the employee may make application for an additional 80 days to a maximum 260 days donated leave time.

K. Should an employee return to work, or otherwise terminate the use of leave with donated time remaining, that time will be returned to the donor(s) on a prorated basis in days. Any pro-ration that would amount to less than one day per donor will be rounded up to one day per donor.

L. The recipient employee, while using donated leave, will continue to earn sick, personal, compensatory and/or vacation leave. If the earned sick leave is unused when the employee returns to work, all such earned time

shall be retained by the recipient employee and credited to the employee's accrued sick time leave.

M. If the recipient retires, he/she will not be granted supplemental compensation for any unused sick days, which he/she received through the donated sick leave program.

N. Once the sick and/or vacation leave has been donated, it may not be revoked by the donor.

O. Donations may not be used on a retroactive basis.

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Collective wisdom. To your benefit.

Borough of New Providence

Benefit	AmeriHealth PPO Direct 15 Match	
	In-Network	Out of Network
Referrals	NO	N/A
PCP/Specialist Copay	$15/$15	70% after Ded
Deductible	N/A	$100/$250
Coinsurance	N/A	70%
Out Of Pocket Max	$400/$800	$2,000/$5,000
Preventive	100%	70% No Ded
Lab	100%	70% after Ded
Inpatient Hospital	100%	70% after Ded
Inpatient Hospital Days	Unlimited	70
Maternity First OB Visit	$15	70% after Ded
Maternity Hospital	100%	70% after Ded
Outpatient Surgery	100%	70% after Ded
Routine Outpatient Radiology (Diagnostic, X-Ray)	100%	70% after Ded
Complex Outpatient Radiology (MRI, MRA, CT, PET Scans)	100%	70% after Ded
Emergency Room	$50 copayment; Waived if admitted	$50 copayment; Waived if admitted
Urgent Care	$15	70% after Ded
DME *PreCert required over $500	90%	70% after Ded
Physical, Speech and Occupational Therapy	$15	70% after Ded
Chiropractic Care	$15; 30 visits per year	70% after Ded; 30 visits per year
Ambulance (Emergency)	100%	100% after Ded
Chemotherapy/Dialysis	100%	70% after Ded

Eye Exam	N/A	N/A
Prescription	80%	60%

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New Providence Borough

	Delta Dental PPO plus Premier*
Preventive & Diagnostic	100%
Treatment & Therapy	50%
Periodontia	50%
Oral Surgery	50%
Inlays & Crowns	50%
Prosthodontia	50%
Orthodontia	50%
Annual Deductible	Single - $50 Family - $100
Benefit Period Maximum	$1,500
Orthodontia Lifetime Maximum	$1,500

*Includes Delta Dental's Carryover Max Benefit Feature

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New Providence Borough

	VSP Option 1	
	Network	
	IN	OUT
Exam (Copay)	$10	up to $45
Frequency (Exam/Lens/Frames)	12/12/12 mo.	
LENSES		
Single	Covered in full after $25 copay	Up to $30
Bifocal	Covered in full after $25 copay	Up to $50
Trifocal	Covered in full after $25 copay	Up to $65
Lenticular	Covered in full after $25 copay	Up to $100
CONTACTS		
Elective	Up to $130	Up to $105
Medically Necessary	Covered in full	Up to $210
FRAMES		
Benefit	$130 retail allowance	Up to $70