

Peace

AGREEMENT

between

the

TOWNSHIP OF DOVER

and

TEAMSTERS LOCAL 97 OF NEW JERSEY

AFL-CIO

Effective: July 1, 2003
Expires: June 30, 2006

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PREAMBLE

THIS AGREEMENT made this 18th day of September 2003, by and between the TOWNSHIP OF DOVER, in the County of Ocean, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Township", and TEAMSTERS LOCAL 97 OF NEW JERSEY, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO, hereinafter referred to as the "Union" represents the complete and final understanding on all bargainable issues between the Township and the Union.

PURPOSE

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

UNION RECOGNITION AND CHECK OFF

A. The Township recognizes the Union as the exclusive representative, as certified on June 22, 1970 and on May 30, 1972 by the New Jersey Public Employment Relations Commission for the purposes of collective negotiation with respect to the terms and conditions of employment of all permanent blue collar employees employed by Dover Township, Ocean County, New Jersey, but excluding those employed in the Police Department and all office clerical employees, seasonal employees, professional employees, craft employees, policemen, managerial executives

and supervisors within the meaning of the New Jersey Employer/Employee Relations Act of 1974 and all other employees of the Township.

B. Part time employees who work on a regular schedule of twenty (20) or more hours per week are employees within the unit and shall continue to receive their current benefits.

C. Seasonal employees are defined as those employees working one hundred twenty (120) days or less per year.

D. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and Union and consistent with applicable law) the Township agrees to deduct each bi-weekly pay check membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the by laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Township shall promptly remit monthly and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

E. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.

F. The Union will provide the necessary check off authorization form and deliver the signed forms to the Township Clerk-Administrator, or his designee. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted

by the Union to the Township.

G. The Township will notify the Secretary-Treasurer of the Union within three (3) days of hire all employees, their address, birth date, classification, rate of pay and social security number; and of all removals of employees from the Township's payroll.

H. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 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 Union membership dues, fees and assessments. The Union's 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. For the purposes of this provision, employees employed on a ten-month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability

that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision, but shall cooperate with the Union in defending this provision.

I. It is recognized that a new department of recycling is created within the Department of Public Works.

ARTICLE II

VISITATION AND BULLETIN BOARD

A. Accredited representatives of the Union will be permitted to enter Township facilities or premises at reasonable hours for the purpose of visiting Union stewards and members in order to observe working conditions or assist in the adjustment of grievances. When the Union decides to have its representative enter the township facilities or premises, it will request such permission from the appropriate Township representatives and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the Township government or normal duties of employees.

B. The Township shall supply bulletin boards for the use of the Union one of which shall be placed in a conspicuous location in the Township Garage for the posting of notices and bulletins pertaining only to Union matters. All such bulletins must be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Department Head.

ARTICLE III

STEWARDS

A. The Township recognizes the right of the Union to designate six (6) Stewards and their alternates for the enforcement of this Agreement. The Union shall furnish the Township with a written list of Stewards and alternates and notify the Township of any changes.

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

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.

C. Designated Union Stewards shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearings and meetings and conferences on contract negotiations with Township provided there shall be no undue interference with the normal operations of the business of Township government or normal duties of employees. Requests for time under this section will not be unreasonably denied.

ARTICLE IV

GRIEVANCES

A. Purpose

1. The purpose of this procedure is to secure, at the lowest

possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

C. Steps of the Grievance Procedure

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

Step One

1. An aggrieved employee shall discuss his grievance with the Union Steward and the Department Head within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union Steward and the Department Head. Failure to act within said five (5) working days, shall be deemed to constitute an abandonment of the grievance on behalf of the individual.

2. The Department Head shall attempt to settle the grievance

or render a decision within five (5) working days after the grievance has been raised.

Step Two

1. In the event a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy furnished to the Township Clerk-Administrator and one (1) copy to the Department Head, within five (5) working days following the determination by the Department Head.

2. The Department Head, or his representative, and the Chief Steward shall meet and attempt to resolve the problem within five (5) working days from the time it was presented.

Step Three

1. In the event the grievance has not been satisfactorily resolved at Step Two, then within five (5) working days following the determination of the Department Head, a meeting shall be held between the Grievance Committee of the Union and representatives of the Township with the objective of settling the grievance after the parties have failed to do so in Step Two.

D. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of this Agreement.

E. Township Grievance

1. Grievances initiated by the Township shall be filed directly with the Union within five (5) working days after the event giving rise to the grievance has occurred. Failure to act within said

five (5) working days shall be deemed to constitute an abandonment of the grievance on the part of the Township. A meeting shall be held within five (5) working days after filing a grievance between representatives of the Township and the Union, in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within ten (10) working days thereafter, it shall be referred to the State Board of Arbitration in accordance with Article V.

ARTICLE V

ARBITRATION

A. If a grievance is not settled under Article IV, such grievance shall at the request of the Union or Township be referred to the State Board of Mediation for the selection of an Arbitrator according to its rules.

B. 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 also be bound by applicable Federal and State Laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

C. The costs of the services and expenses of the Arbitrator shall be borne equally between the Township and the Union. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. The Arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) calendar days after

conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The award of the Arbitrator shall be final and binding on the parties.

ARTICLE VI

MANAGEMENT

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

1. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

2. Manage employees of the Township, to hire, promote, transfer, assign or retain employees in positions within the Township and in that regard to establish reasonable work rules.

3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

4. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only

to the extent such specific and express terms thereof are in conformance with the Constitution and the laws of the State of New Jersey and of the United States.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority, under R.S. 11, 40 and 40A, or any other national, state, county or local laws or ordinances.

ARTICLE VII

SENIORITY

A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, promotions, assignment of schedules, layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employees to be effected.

B. An employee shall be deemed a probationary following his regular appointment to a permanent position during his trial period of one hundred twenty (120) days. Employee may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications.

C. The seniority of an employee is defined as the length of continuous uninterrupted service as a Township employee dating back to his last date of hire and by his job classification.

D. In the event of layoffs and rehiring, the last person hired in the job classification effected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior

employee is able to do the available work in a satisfactory manner.

E. When promotions to a higher labor grade or transfers to another grade are in order, the Township shall make such promotions or transfers from among its regular employees; consideration for such promotions or transfers shall be based on seniority and ability to perform the work, and if an employee so promoted or transferred is not deemed qualified after a thirty (30) day trial period, the Township may remove him and retransfer him to his former position.

F. The Township shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be updated when necessary and shall be posted on the Union Bulletin Boards showing the employees' names, classifications and seniority dates.

G. Out of Title Work: All work performed in a higher title shall be logged and considered for promotional purposes, and shall be applied toward the probationary period.

ARTICLE VIII

POSTING

A. The Township shall post in each department vacancies, except laborer vacancies, occurring within each respective department, providing that the employees in that department are or might be eligible and qualified to apply for such vacancy. Thereafter all new and vacant positions shall be posted on the Union Bulletin Boards for a period of one (1) week. Employees applying for such vacancies shall make a request in writing to the Head of the department in which such vacancies exist. Efforts will be made to fill vacancies from within the bargaining unit; with seniority employees given preference.

B. The Union may contest the Township's determination of position as to the qualification of the employees to perform the work. Should any such dispute not be resolved by the parties under the grievance procedures of this Agreement, the Union shall have the right to request binding arbitration.

ARTICLE IX

LOSS OF SENIORITY

A. Seniority shall be lost by an employee for the following reasons:

1. Voluntary Quitting: Failure to report back for work no later than the beginning of the next work week following the conclusion or termination of a leave of absence shall be deemed to constitute a voluntary quitting.
2. Discharge for cause.
3. Failure to report for work within twenty-four (24) hours when called back (after layoff) after receipt of telegram or registered letter unless such failure is mutually agreed between the Township and the Union to be excusable.
4. Failure to be called back to work for a period of twelve (12) months after a layoff, unless a greater period of time to be established by agreement between the Township and the Union.

ARTICLE X

LEAVE OF ABSENCE

A. A permanent employee may be granted a leave of absence without pay for a period not to exceed thirty (30) days. The Township reserves the right to grant or deny such leave without prejudice. This leave is subject to renewal for reasons of personal illness, disability, or other reasons deemed proper and approved by the Township.

B. At the expiration of such leave, the employee shall be returned to the position from which he is on leave with all increases granted during his leave for his job classification.

C. Seniority shall be retained and shall accumulate during all leaves.

ARTICLE XI

DISCHARGE AND DISCIPLINE

A. No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The Township shall notify the Union at the time if disciplinary action is taken.

B. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the Township in writing within five (5) working days of the disciplinary action.

C. A copy of disciplinary warnings which are issued in writing to the employee shall also be furnished to the Union.

D. The known negotiating team agrees to notify all blue-collar employees that in the event an employee is found to be using or in possession of alcohol or a controlled dangerous substance while on duty,

the employee shall be immediately terminated.

ARTICLE XII

RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced in advance and discussed with the Union before they are established.

ARTICLE XIII

DIVISION OF WORK

A. Foremen or other employees outside the bargaining unit shall not perform any work customarily performed by workers covered by this Agreement, except as may be required to instruct employees or in an emergency as may be required to assist employees.

ARTICLE XIV

HOURS OF WORK

A. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week and shall not apply to part time workers.

B. The basic workweek shall consist of forty (40) hours from Monday to Friday inclusive. The basic workday shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period.

C. The normal starting time shall be 7:00 a.m. and quitting time 3:30 p.m., but may be varied for seasonal operations or in emergencies.

D. The basic workweek for maintenance workers in the Recreation Department and for Township custodial employees, shall consist of forty (40) hours. The basic workday shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period. The aforementioned

employees workweek will consist of five (5) consecutive calendar days, which may include Saturday and Sunday. Qualified volunteers will be sought for Saturday and Sunday work. However, in the event that no such qualified volunteers are forthcoming, the Township will assign personnel to such work which shall be performed at straight time rates of pay.

E. 1. All employees shall be utilized for snow plowing within their respective departments.

2. Utilization of employees and work to be performed shall be determined by their respective Department Heads.

3. All employees shall be available for snow plowing duties at any and all times.

ARTICLE XV

REST PERIODS - WASH UP

A. All employees shall receive two (2) rest periods each day without deduction in pay - one fifteen (15) minutes mid-morning, and one fifteen (15) minutes mid-afternoon.

B. All employees shall receive two wash up periods each day without deduction in pay, one ten (10) minutes before lunch hour and one ten (10) minutes before quitting time.

C. Employees performing snow plowing work for more than four (4) consecutive hours outside of a scheduled eight (8) hour day may take a rest period of one (1) hour with pay after the fourth consecutive hour. In addition, in each four (4) hour period of such snow removal work a ten (10) minute coffee break may be taken, provided however; the employees shall not return to the garage for such break.

D. Employees working on snow removal will be provided with meals

at the discretion and in the manner prescribed by the Superintendent of Public Works or their respective Department Head.

ARTICLE XVI

OVERTIME

A. All work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) work week shall be considered overtime and compensated for at the rate of time and a half.

B. All work performed on Saturday shall be compensated for at time and one half.

C. All work performed on Sunday shall be compensated for at double time, and employees will be provided with minimum of four (4) hours pay or work.

D. Sections B and C shall not apply to employees whose workweek normally includes work on Saturday and/or Sunday as noted in Article XIV, D.

E. All work performed in excess of twelve (12) hours shall be compensated for at double time.

F. Overtime work shall be equally distributed among employees in their respective departments as is reasonably practical among those capable of performing the work to be done.

G. The following time paid for, but not worked, shall be included for the purposes of computing overtime.

- Paid Holidays
- Bereavement Pay
- Paid Sick Leave

ARTICLE XVII

TEMPERATURE DAYS

A. The Township may provide early dismissal after completion of scheduled work assignments based on weather conditions. The request for early release shall not be unreasonably denied by the Department Head. Early dismissal shall not be available during period of snow emergency or other emergency situations as determined by the Department Head.

B. Weather conditions shall mean:

- a. Rain or other inclement weather excluding snow or other emergency situations.
- b. Temperature and humidity index above 95 degrees Fahrenheit or below 22 degrees Fahrenheit or wind chill factor below 20 degrees Fahrenheit.

C. The Department Head will use the local weather service forecast in determining whether to implement an early release.

ARTICLE XVIII

CALL-IN-PAY

A. Any employee who, in the absence of advance notice given him prior to the end of his previous regular shift, reports for work on his regular schedule shall be guaranteed four (4) hours' work or four (4) hours' pay, based on straight timework rates, in lieu thereof.

B. Any employee who is called back to work after having completed his regular schedule shift shall be compensated at time and one half the straight time hourly rate of pay worked, with a minimum guarantee of four (4) hours' work or pay in lieu thereof.

ARTICLE XIV

WAGES AND JOB CLASSIFICATIONS

A. Retroactive to July 1, 2003, all wages of unit employees shall be increased by 4.0% plus increments, if due.

B. Effective July 1, 2004, all wages of unit employees shall be increased by 4.0% plus increments, if due.

C. Effective July 1, 2005, all wages of unit employees shall be increased by 4.0% plus increments, if due.

D. The rates of pay for each job classification of the employees covered by this Agreement are set forth in the wage guides shown in Appendix A which is attached hereto and made a part hereof.

E. Each year all employees shall on their in grade anniversary dates be advanced one step on the wage guide until the maximum of Step 4 is achieved.

F. Each employee promoted to a higher classification shall start within the step of his new classification that pays an hourly rate next above the rate paid him in his former classification. Each anniversary date of his promotion he will be advanced one step until he achieves Step 4, his maximum.

G. There will be in grade steps or increments of two percent that will, in four (4) annual steps arrive at the maximum hourly rate for the grade.

H. The pay week for all unit members shall run from Sunday through Saturday.

I. Effective with the date of the implementing resolution, all

starting salaries for new hires shall be calculated as follows:

The starting salaries of a newly hired employee shall be in the amount of 80% of the present starting salary for the position that they are hired for. In the second year of employment, salary shall be in the amount of 85% of that step on the salary guide where the employee would move to. In the third year of employment, salary shall be in the amount of 90% of that step on the salary guide where the employee would move to.

In the fourth year of employment, salary shall be 95% of that step of the salary guide where the employee would move to. In the fifth year of employment, salary shall be 100% of that step of the salary guide where the employee would move. Effective January 1, 2001, probationary starting salary shall be in the amount of 80% of the present starting salary for the position that the employee is hired for. This provision discontinues the previous practice of starting probationary employees at 80% of the 80% starting salary. Any employees hired in the year 2000 shall automatically go to the full 80% starting salary effective September 26, 2000.

J. Pay errors shall be corrected as soon as possible after being brought to the attention of the Department Head.

11. Recreation employees shall receive a thirty-five (.35) cent per hour flat rate increase. Excluded from this provision are Mechanics and Park Security. This one time wage adjustment is retroactive to July 1, 2000.

ARTICLE XX

LONGEVITY

A. Each employee shall be paid, in addition to his base pay, a

longevity increment based upon years of service in the employ of the Township in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>INCREMENT OF BASE PAY EFFECTIVE 1/1/87</u>
Upon completion of 3 yrs. of service	\$275.
Upon completion of 5 yrs. of service	\$500.
Upon completion of 9 yrs. of service	\$725.
Upon completion of 12 yrs. of service	\$950.
Upon completion of 15 yrs. of service	\$1,175.

B. The parties agree that the longevity pay benefit is to be eliminated for all employees hired on or after January 1, 1998. This modification is limited to new hires only.

C. Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

D. In accordance with the Fair Labor Standards Act, longevity shall be included in the overtime rate for hours worked in excess of forty (40) per week.

E. The longevity schedule provided in Paragraph A shall not reduce the current dollar amount of longevity currently paid to any employee. Those employees whose longevity payments under the predecessor contract exceed the schedule set forth in Paragraph A will be paid the dollar amount received under the predecessor contract. This will be effective as of the signing of the Agreement. They will continue to receive this dollar amount until they reach the next longevity increment, as provided in Paragraph A.

ARTICLE XXI

PERSONNEL FILES

The Township agrees to remove any record of discipline from an employee's personnel file after a period of three (3) years and provided that no other disciplinary action is entered in the employee's personnel file during said three (3) year period.

ARTICLE XXII

VACATIONS

A. Each permanent full-time employee who has had the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his regular hourly rate of pay as of the week immediately prior to the start of such vacation:

1 yr. but less than 5 yrs.	2 weeks
5 yrs. but less than 10 yrs.	3 weeks
10 yrs. but less than 15 yrs.	4 weeks
15 yrs. but less than 25 yrs.	5 weeks
25 yrs. and over	6 weeks

B. Effective January 1, 1998, the maximum vacation time allowed to new hires is twenty (20) days. Effective January 1, 2004, schedule for new hires is as follows:

1 yr. But less than 5 yrs.	10 days
5 yrs. But less than 10 yrs.	15 days
10 yrs. and over	20 days

Newly hired employees from January 1, 1998 to January 1, 2000 will be given 10 days. This provision is not retroactive to 1998 or

1999.

C. Eligibility for vacations shall be computed as of the first day of the month in which hired.

D. With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date. Vacations will be scheduled so as not to interfere with the operations of the Departments to which to the employee is assigned and with due regard to seniority. Vacations shall be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year, but not consecutively with the vacation to which entitled for the second anniversary date.

E. Employees leaving the Township's employ shall receive payment for all earned pro rata vacation.

ARTICLE XXIII

HOLIDAYS

A. Each full time employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at eight (8) hours straight time without working during the following days:

New Year's Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Independence Day	Christmas Day
Labor Day	M.L. King's Birthday

B. An employee required to work on a holiday shall be paid time

and one half his regular pay in addition to holiday pay.

C. If a holiday falls on a Saturday, it will be celebrated the Friday immediately preceding the holiday. If a holiday falls on a Sunday, it will be celebrated on the Monday immediately following the holiday.

D. Should the Township Committee close the Township Administrative Offices due to a snow emergency or because of a special holiday proclaimed by the President of the United States and the Governor of the State of New Jersey, or the Township Committee, thereby giving time off to personnel employed there, the employees covered by this Agreement shall receive equal time off that will not interfere with the efficient operation of the Departments so concerned.

ARTICLE XXIV

PERSONAL DAYS

A. Each full time employee covered by this Agreement shall receive three (3) personal days at eight (8) hours straight time during each year of this Agreement. Request for such personal days will be made in writing to the Township at least twenty four (24) hours in advance.

ARTICLE XXV

SICK LEAVE AND BEREAVEMENT PAY

A. All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.

B. Sick leave with pay is hereby defined to mean a necessary

absence from duty due to illness, injury, or exposure to contagious disease, and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.

C. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Township. Abuse of sick leave may be cause for disciplinary action.

D. Whenever an employee is scheduled to work any day outside of the normal work week and is unable to do so because of any reason set forth in Section B, such day at his election may be charged as a day of sick leave with pay for eight (8) hours at straight time.

E. Every permanent full time employee shall be granted up to a maximum of three (3) consecutive days leave, including the day of the funeral, without loss of regular straight time pay upon the death of a member of his immediate family within the State of New Jersey, and up to five (5) consecutive days leave, including the day of the funeral, without loss of regular straight time pay, if outside the State, with the consent of the Superintendent of Public Works, or the Director of Recreation or the Superintendent of Public Lands, or their respective designees as appropriate. Immediate family is defined as spouse, children, parents, brothers and sisters, and spouse's parents, brothers and sisters and grandparents and grandchildren of employee or spouse.

F. Pursuant to past practice, an employee who does not expect to report to work on any work day because of personal illness or for any of the reasons set forth in Section B, must notify the appropriate office by telephone or personal messenger within one half ($\frac{1}{2}$) hour prior to the

beginning of his/her tour of duty.

G. Employees of the Township shall have an option of selling back accumulated sick days to the Township provided the employee has maintained a sick leave bank of 130 days. The days eligible to be sold back to the Township shall be capped at 10 days per year. Payment for such days shall be at 75% of the rate of pay. Employee eligibility to participate in this program shall be calculated as of December 31, 2000 and each succeeding December 31 thereafter through the life of this contract. Additionally, to be eligible to participate in the sick leave buyback program, an eligible employee must notify the Township of his or her intention to sell back sick days by March 31, 2001 and each succeeding March 31 of each year of this contract. Payment for sick days sold back to the Township will be made on July 31, 2001 and on July 31 thereafter for the life of this contract.

ARTICLE XXVI

INJURY LEAVE

A. Employees shall be granted injury leave with pay for job related injuries up to a maximum of six (6) months.

B. Injury leave may be extended beyond the six (6) month period in cases of proven medical need verified by the submission of acceptable medical evidence.

ARTICLE XXVII

WORKMEN'S COMPENSATION

A. When an employee is injured on duty, he is to receive workmen's compensation due him plus the difference between the amount received as compensation to him and his salary during the period of disability only,

not to exceed six (6) months.

B. When an employee receives his workmen's compensation check, which shall be made payable to both the employee and the Township, he shall endorse the check and forward it to the Township.

C. Upon receipt of the employee's endorsed workmen's compensation check, the Township shall forward to the employee his full pay.

D. Employees called in for emergency duty shall be covered by worker's compensation when traveling to and from such duty.

ARTICLE XXVIII

TERMINAL LEAVE

A. An employee who retires under the Public Employment Pension System shall be entitled to terminal leave from sick leave accrued under the provisions of Article XXV, Section A, up to a maximum of one hundred and thirty (130) days.

B. Such terminal leave shall be deducted for each working day prior to an employee's retirement unless the laws of the State of New Jersey permit a lump sum payment in lieu thereof, in which case an employee shall have the option of selecting the method under which he wishes to take the terminal leave to which he is entitled.

ARTICLE XXIX

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's Department and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Union covenants and agrees that during the term of this

Agreement neither the Union 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 or 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, walk-out or other job action against the Township.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including, but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out or job action it is covenanted and agreed that participation in any such activity by the Union member shall entitle the Township to take appropriate disciplinary action including possible discharge in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township 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 Union or its members.

ARTICLE XXX

JURY AND MILITARY LEAVE

A. Every employee covered by this Agreement who is ordered to

report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty an amount equal to the difference in his regular pay and his jury duty pay, up to a maximum of two (2) weeks. In the event such employee is required to participate on jury duty for a period in excess of two (2) weeks, such employee shall secure from the appropriate Judge a letter to that effect.

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

ARTICLE XXXI

HEALTH AND WELFARE INSURANCE

1. Effective December 1, 2003, 125 Plan to be offered for employee's payroll contribution.

A. The Employer will provide to the employee the following health insurance coverage as described in general terms herein. Effective January 1, 1998, all employees shall contribute Seven Dollars and Fifty Cents (\$7.50) per paycheck toward the cost of health insurance. There shall be no change to Article XXXI (f) covering retirees.

1. New Jersey Blue Cross

- a. 365 full benefit days hospital care, all conditions, per admission.
- b. In-patient radiation therapy.
- c. Eligible dependent children below the age of 25.

2. Major Medical, New Jersey Blue Cross

- a. Effective January 1, 2004, unlimited coverage-
no lifetime maximum.
 - b. \$100.00 deductible - only two deductibles
per family.
 - c. Carry over deductible.
 - d. 80/20 co-insurance.
 - e. Average semi-private room.
 - f. Tuberculosis and mental in hospital.
 - g. Out of hospital mental at 80/20 co-
insurance.
 - h. Blood rider.
 - i. Vision care rider.
 - j. Eligible dependent children below the age of
25.
 - k. Effective January 1, 2004, existing HMO
Plan to be converted to POS Plan (see Appendix
B).
3. New Jersey Blue Shield
- a. Prevailing fees for area.
 - b. Eligible dependent children below the age
of 25.
4. Rider J
- a. 365 physician visitation.
 - b. Prevailing fees for same.
 - c. Eligible dependent children below the age

5. Drug Rider

B. The Employer agrees to provide the Direct Dental Network, a subsidiary of New Jersey Blue Cross/Blue Shield, with applicable current Riders.

C. The Employer agrees to provide the Direct Dental Network, a subsidiary of New Jersey Blue Cross/Blue Shield, with applicable current Riders. The maximum premium the Employer shall pay toward the Non-Deductible Plan shall be the premium cost of the Dental Plan effective as of January 1, 1980, plus One Dollar and Fifty Cents (\$1.50). Any premium cost above this amount shall be borne by the individual employee.

D. The Township may change insurance carrier as long as benefits substantially similar to those noted above are provided.

E. Employees who retire after twenty (20) years of service shall be kept in the Township's group insurance plan, but such employees will pay their own premiums to the Township.

F. An employee with twenty-five (25) years service who retires with a full P.E.R.S. Pension shall continue to receive all benefits described in Paragraph A of this Article, at no cost to the employee.

G. The Employer shall initiate, in 1983, a disability program. The Employer's obligation is not to exceed fifty (\$50.00) dollars per employee per year. The Township agrees to change disability plans if the plan recommended by the Union is in accordance with the law and capable of administration by the Township. The Township's contribution shall remain at \$50.00 per employee per year.

H. The Prescription Plan Co-Pay shall be as follows:

Effective January 1, 2004:

Brand Names: \$10.00 Co-Pay

Generic: 5.00 Co-Pay

Mail Orders: 0.00 Co-Pay

ARTICLE XXXII

SAFETY AND UNIFORMS

A. The Township will negotiate with the Union on questions regarding safety appliances and provisions to safeguard health which maybe desired in addition to compliance with Federal and State Laws relating to safety and health.

B. The Township will provide for each permanent employee a uniform consisting of a jacket, shirt and trousers, together with rain gear and work shoes with replacements when in the judgment of the Department Head they may be required.

C. The Union will appoint a five (5) man Safety Committee. Members of the Safety Committee shall meet with the supervisors of their respective department once a month to discuss safety and health on the job issues.

ARTICLE XXXIII

SAVINGS CLAUSE

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or other tribunal or 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 XXXIV

TERMINATION AND EXTENSION OF AGREEMENT

A. The term of this Agreement shall be from July 1, 2003 through June 30, 2006.

B. In the absence of written notice given no more than one hundred eighty (180), nor less than one hundred fifty (150) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is given to the annual expiration date.

C. If, following the receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

ARTICLE XXXV

COMPLETENESS OF AGREEMENT

A. Employees covered under this Agreement will retain for the life of this Agreement, any benefits existing as of the time of the signing of this Agreement which are embodied in Township Ordinances.

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 or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seals this _____ day of _____ 2003.

TEAMSTERS LOCAL 97 OF NJ

TOWNSHIP OF DOVER

John Gerow
John Gerow
President

John F. Russo, Jr.
John F. Russo, Jr. Mayor

Donato Di Mola
Donato Di Mola
Secretary-Treasurer

Barbara A. Iasillo
Barbara A. Iasillo
Clerk/Administrator

Ignazio Amodio
Ignazio Amodio
Asst. Director Public Sector

Negotiating Committee

Scott Warthen

Harry Clayton

Tim Dalton

Micheal Gretkowski

Tom Costanza

Jeff Davis

Scott Warthen
Harry Clayton
Tim Dalton
Micheal Gretkowski
Tom Costanza
Jeff Davis

APPENDIX A

CLASSIFICATIONS AND BASE PAY

A. The Township and the Union agree to the schedule of job classifications and hourly pay rates herein set forth.

B. When new jobs, new machines, or new operations are installed, the Township shall set the rate of minimum hourly pay for the employee involved and give the Union a copy of such rate. If such rate is not challenged by the Union within one (1) week thereafter, the rate shall be considered permanent.

C. The Township and Union agree to the creation of the position "Senior Groundsman, Golf Course" and that this position will be paid at the same rate as "Senior Maintenance Man". The definition of this position is, as follows: Under direction, performs a variety of the more difficult grounds keeping functions, tasks, may operate varied types of light equipment necessary to perform such tasks; takes the lead in a very small grounds keeping unit when requested to do so by a foremen and will assign tasks to complete particular unit work at job site; does related work as required.

The Township and Union further agree that the job duties for Senior Maintenance Man is amended to provide the following: Under direction, performs a variety of the more difficult maintenance, repair, and cleaning tasks, may operate varied types of light equipment necessary to perform such tasks; takes the lead in a very small recreation and park maintenance unit when requested to do so by a foreman and will assign

tasks to complete particular unit work at job site; does related work as required.

D. The Janitors classification shall be changed to "Custodian" which will call for greater job responsibilities to include light repair and minor maintenance work with a job description to be drafted in accordance herewith. The new title of Custodian shall be paid at a 10 cents per hour greater rate of pay over the Janitors job classification.

E. The parties agree that new Robodrives shall receive an additional twenty-five cents (.25) per hour.

ADDENDUM A

DIEHL, KEN
CUCUZZELLA, DON
OESTERLE, ED
HANKINS, DAN
NOVAKY, DOUG
SWANCEY, JIM
ECCLES, TOM
POWERS, DAVE
CEEKLER, BILL

RECREATION MAINTENANCE
RECREATION MAINTENANCE
RECREATION MAINTENANCE
RECREATION MAINTENANCE
RECREATION MAINTENANCE
RECREATION MAINTENANCE
RECREATION MAINTENANCE
RECREATION MAINTENANCE
RECREATION MAINTENANCE

BADER, LOUIS
GOLDEN, GEORGE M. JR.
BELLUSCIO, ALEX
POWERS, GARY
CRAMER, BRIAN
McBRIDE, MICHAEL
SCHIPPE, WALT

GOLF COURSE MAINTENANCE
GOLF COURSE MAINTENANCE
GOLF COURSE MAINTENANCE
GOLF COURSE MAINTENANCE
GOLF COURSE MAINTENANCE
GOLF COURSE MAINTENANCE
GOLF COURSE MAINTENANCE

DALTON, TIM
HALLIHAN, RICH
PACIULLI, NICK
HAYWARD, JOE
LIGUORI, RAYMOND

PUBLIC LANDS GROUNDSMAN
PUBLIC LANDS GROUNDSMAN
PUBLIC LANDS GROUNDSMAN
PUBLIC LANDS GROUNDSMAN
PUBLIC LANDS GROUNDSMAN

HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY
HORIZON POS DESIGN 10 BENEFITS VS CURRENT HMO PLAN DESIGN
Township of Dover # 99028

Proposed Horizon POS

In-Network - Horizon BCBSNJ's payment for eligible expenses when services are provided or coordinated by the Primary Care Physician (PCP). Horizon BCBSNJ reimburses Specialists at the applicable allowance. PCPs are capitated. The member will not be responsible for any balance bill. Horizon POS provides the highest level of benefits for in-network services, and the member does not have to file claims.

Out-of-Network - Horizon BCBSNJ's payment for eligible services that are not provided or coordinated by the Primary Care Physician. The member may see any physician if he/she is willing to pay a greater share of the costs. Horizon BCBSNJ reimburses network providers at the applicable allowance. Non-network providers are reimbursed up to the allowance level and may balance bill to charges. An annual deductible and a coinsurance applies to all eligible medical and most supplemental services. Once the member reaches the OUt of Pocket maximum, Horizon POS pays 100% of the appropriate allowance for eligible services for the rest of that year. The member is responsible for complying with all utilization review and cost containment programs.

Horizon HMO

The following care and services are eligible when arranged or provided by an authorized Horizon HMO provider. The Primary Care Physician (PCP) will provide these services or refer the member to a Specialist.

	POS 10		HMO
	In-Network	Out-of-Network	
ALL SERVICES			
Calendar Year			
Benefit Period			
Deductible (Total combined per year)			
Hospital/Facility	None	\$500 per indiv./two ded. per family	None
Professional	None	\$500 per indiv./two ded. per family	None
Supplemental	✓ None	\$500 per indiv./two ded. per family	\$100 per indiv./two ded. per family
Coinsurance			
Hospital/Facility	100%	60%	100%
Professional	100%	60%	100%
Supplemental	100%	60%	80%
Out of Pocket Maximum (excluding deductible)			
Hospital/Facility	None	\$4,000 per indiv./\$10,000 per family	None
Professional	None	\$4,000 per indiv./\$10,000 per family	None
Supplemental	None	\$4,000 per indiv./\$10,000 per family	\$2,000 per indiv./2X per family
Maximums			
Benefit Period	None	None	None (hospital/facility)
Lifetime	None	None	\$100,000 (Supp. Svs. Only)

HOSPITAL/FACILITY SERVICES

	In-Network	Out-of-Network	In-Network
Inpatient Services			
Room & Board (semi-private room)	100%	60% after deductible	100%
Intensive Care & Other Hospital Services (therapy/diagnostic services, blood administration, general nursing, operating room, etc.)	100%	60% after deductible	100%
Maternity Benefits	100%	60% after deductible	100%
Organ Transplants (Includes ABMT)	100%	60% after deductible	100%
Outpatient Services			
Hospital Services (operating room, blood administration, general nursing, therapy/diagnostic services, etc.)	100%	60% after deductible	100%
Pre-Admission Testing	100%	100%	100%
Medical Emergency/Accidental Injury	100% after \$25 copay <i>(\$25 copay applies to facility charges)</i>		100% after \$25 copay <i>(\$25 copay applies to facility charges)</i>
Surgical Center	100%	60% after deductible	100%
Outpatient Services (cont.)			
Skilled Nursing Facility	100% up to 100 days	60% after deductible up to 60 days	100% up to 60 days
Home Health Care	100%	60% after deductible up to 100 visits	100% up to 100 visits
Hospice Care	100%	60% after deductible	100%
	<i>Combined \$10,000 lifetime max.</i>		

PHYSICIAN SERVICES

Inpatient Services			
Medical Care (including consultations)	100%	60% after deductible	100%
Surgical Services (including assistant surgeon and anesthesia)	100%	60% after deductible	100%
Obstetrical Services (i.e., normal delivery, cesarean section, abortion)	100%	60% after deductible	100%
Diagnostic/Therapy Services	100%	60% after deductible	100%
Outpatient/Out-of-Hospital Services			
Office Visits (including related diagnostic/therapy services) when medically necessary	100% after \$0 copay	60% after deductible	100% after \$0 copay
Medical and Surgical Care (including related diagnostic/therapy services)	100% after \$0 copay	60% after deductible	100% after \$0 copay
Diagnostic X-ray and Lab	100%	60% after deductible	100%
Allergy Testing, Treatment & Injections	100% after \$0 copay	No Benefit	100% after \$0 copay

	In-Network	Out-of-Network	In-Network
Maternity Care	100% after \$0 copay	60% after deductible	100% after \$0 copay
Infertility (includes in-vitro fertilization per NJ Mandate)	100% after \$0 copay <i>4 egg retrievals per lifetime</i>	60% after deductible	100% <i>4 egg retrievals per lifetime</i>
Well Child Care (through age 19)	100% after \$0 copay	No Benefit	100% after \$0 copay
Child Immunizations/Lead Testing (NJ Mandate)	100% after \$0 copay	60% (no deductible)	100% after \$0 copay
Routine Physicals (beginning at age 20) (Health Wellness NJ Mandate)	100% after \$0 copay <i>1 per year</i>	60% (no deductible)	100% after \$0 copay <i>1 per year</i>
Prostate Screening (NJ Mandate)	100% after \$0 copay <i>Men age 40 and over, 1 per year</i>	60% (no deductible)	100% after \$0 copay <i>Men age 40 and over, 1 per year</i>
Annual Routine Ob/Gyn Exam	100% after \$0 copay <i>1 per year, no referral needed</i>	60% (no deductible)	100% after \$0 copay <i>1 per year, no referral needed</i>
NJ Pap and Mammography (NJ Mandate)	100% after \$0 copay <i>1 per year</i>	60% (no deductible)	100% after \$0 copay <i>1 per year</i>
Short Term Therapies: Physical, Speech, Occupational, Respiratory/Inhalation Therapy. (Limit of 3 modalities per visit)	100% after \$0 copay	60% after deductible <i>\$1,000 Ind./\$2,000 Family maximum for each therapy</i>	100% after \$0 copay
Therapeutic Manipulations	30 visit maximum	60% after deductible	12 visits maximum <i>maximum 25 visits within 60 days</i>
Routine Vision Exam	100% after \$0 copay <i>1 per year, no referral needed</i>	60% after deductible	100% after \$0 copay <i>1 per year, no referral needed</i>
SUPPLEMENTAL SERVICES			
Ambulance (Ground Transport Only)	100%	60% after deductible	80% after deductible
Air Ambulance	100%	60% after deductible	No Benefit
Private Duty Nursing	100% limited to 60 visits	No Benefit	80% limited to 60 visits
Durable Medical Equipment	100%	60% after deductible	80% after deductible
Diabetic Supplies (NJ Mandate)	100%	60% after deductible	80% after deductible
Diabetic Education (NJ Mandate)	100% after applicable copayment	60% after deductible	80% after deductible
Prescription Drugs	Not Covered	Not Covered	Not Covered
Physical Rehabilitation Facility Inpatient Services	100% <i>limited to 60 days</i>	No Benefit	80% after deductible <i>limited to 60 days</i>
Oxygen & Administration	100%	60% after deductible	80% after deductible
Nutrition	100% after \$0 copay <i>3 visits per year</i>	No Benefit	100% after \$0 Copay <i>3 visits per year</i>
Vision Hardware	\$50 in a 2 calendar year period	\$50 in a 2 calendar year period	\$50 in a 2 calendar year period
Blood Charges	100%	60% after deductible	80% after deductible

	In-Network	Out-of-Network	In-Network
MENTAL HEALTH/SUBSTANCE ABUSE **			
Inpatient Services	100% 45 days per benefit period 90 days per lifetime	60% after deductible 30 days per benefit period 90 days per lifetime	100% 30 days per benefit period 45 days per lifetime
Outpatient Services	100% after \$0 copay 50 visits per benefit period	60% after deductible 20 visits per benefit period	100% 20 visits per benefit period
Group Therapy	100% after \$0 copay 3 sessions = 1 visit	No Benefit	No Benefit
Partial Hospitalization	2 partial days = 1 inpatient day 45 days per benefit period	No Benefit	No Benefit
<p>** All Mental Health/Substance Abuse Care services must be coordinated through the Horizon BCBSNJ/Magellan Behavioral Health Program. Biologically Based Mental Illnesses will be paid as any other medical condition pursuant to NJ state mandate. The Catastrophic Limit does not apply to Mental Health/Substance Abuse.</p>			
COST MANAGEMENT			
Catastrophic Case Management	Included as PCP management	Covered	Included as PCP management
Pre-Admission Review	Included as PCP management	20% reduction for noncompliance	Included as PCP management
ELIGIBILITY			
<p>Children covered to the end of the calendar year in which they turn age 25. Full-time students covered until the end of the calendar year in which they reach age 25 or until the end of the month during which their full-time student status ends. Handicapped dependents covered beyond the child removal age, if handicap occurred prior to age 19.</p>			

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your booklet for more information.