

AGREEMENT BETWEEN
TOWNSHIP OF CHERRY HILL
CAMDEN COUNTY, NEW JERSEY

and the

CHERRY HILL POLICE DEPARTMENT
SUPERIOR OFFICERS ASSOCIATION

January 1, 2018 – December 31, 2021

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WHEREAS, the CHERRY HILL SUPERIOR OFFICERS' ASSOCIATION [hereinafter called the "Association"] and the TOWNSHIP OF CHERRY HILL [hereinafter called the "Township"] desire to clarify their understandings reached for a successive collective bargaining contract for the term January 1, 2018 through December 31, 2021, and the parties put forth the following mutual agreements.

PREAMBLE

THIS AGREEMENT entered into this 14 day of Nov, 2018, by and between the TOWNSHIP OF CHERRY HILL, in the County of Camden, New Jersey, a municipal corporation of the State of New Jersey, and CHERRY HILL SUPERIOR OFFICERS' ASSOCIATION (hereinafter called the "Association").

ARTICLE I
RECOGNITION

A. The Township, pursuant to Public Employment Relations Commission Docket No. RO-889, recognizes the Association as the representative for the purposes of collective negotiations for all sergeants, lieutenants and captains employed in the Police Department, but excluding special police, school crossing guards, police reserve, dispatchers, managerial executives, confidential employees, professional employees and craftsmen within the meaning of the Act, and all other employees of the Township of Cherry Hill.

B. The title of Officer shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE II
NON-DISCRIMINATION

There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership in the Association. Neither the Township nor the Association shall discriminate against any employee because of race, creed, color, national origin, ancestry, age, marital status, religion, pregnancy, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability, including AIDS or HIV, or atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, and any other characteristic protected by law.

ARTICLE III
ASSOCIATION RIGHTS & RESPONSIBILITIES

A. Authorized representatives of the Association, whose names shall be filed in writing with the Business Administrator, or his/her designee, shall be permitted to visit any police facility for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Chief of Police, or his/her designee, on condition that such prior approval shall not be unreasonably withheld. At least one (1) authorized representative shall be granted such permission. The representative shall not unreasonably interfere with the normal conduct of the work within the police facility.

B. Up to a maximum of three (3) authorized representatives shall be excused from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new Agreement. Such representatives shall attend negotiations session, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

C. The President, or in his/her absence, the Vice President of the Association shall have the right while on duty to investigate and process grievances and to attend Association functions upon direct application to the Chief of Police or his/her designee.

D. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Association upon written request.

E. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members, and the Association recognizes that the conditions set forth in this Article shall be subject to the mission of the Township.

ARTICLE IV MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administration control of the Township government and its properties and facilities and the activities of its employees;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions 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. Pursuant to the Laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, duties or other responsibilities of the Township, the adoption of policies, rules, regulations and practices furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE V
LEAVE OF ABSENCE WITHOUT PAY

A. A leave of absence without pay shall, at the discretion of the Township, be granted for good cause to any employee who has been employed for a period of ninety (90) days after the probationary period.

B. Maternity Leave: Upon presentation of proof of pregnancy, a female Officer will be relieved of her street duties and assigned to an in-house function by the Chief of Police. The female Officer will receive one (1) month leave of absence with pay after the birth of her child.

C. Any Police Officer who does not take leave pursuant to Section B, shall be eligible for a leave of absence with pay upon the birth or adoption of a child for five working days immediately after the birth or adoption of the Police Officer's child.

D. Family/Medical leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (hereinafter FMLA) and the "New Jersey Leave Act" (hereinafter NJFLA) and the regulations promulgated pursuant to those statutes, as well as a Family Leave Policy adopted by the Township of Cherry Hill. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending

on the type of leave requested and the Township will grant leave in accordance with the provisions of each statute, and the judicial decisions interpreting the requirements of each statute. Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave, vacation and administrative leave concurrent with the approved leave. Employees will also be required to take FMLA leaves and NJFLA leaves concurrently when possible under the statutes. The Township retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE VI
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 operations.

B. Neither the Association nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Township.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by another employee or group of employees of the Township.

D. In the event of a strike, slowdown, work stoppage or other activity aforementioned, it is agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any legal and statutory remedies.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE VII
GRIEVANCE PROCEDURE

A. **PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

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

3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any other statutory or legal remedies in lieu of resorting to the Grievance Procedure.

B. **DEFINITION**

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and

shall be raised by the Association on behalf of an individual or group of individuals or the Township, and shall be deemed not to include discipline.

C. STEPS OF THE GRIEVANCE PROCEDURE

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

Step One

An aggrieved employee or the Association on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within fifteen (15) days of the occurrence of the grievance, or within fifteen (15) days of the date when the officer should have known of the occurrence, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within three (3) days of the informal discussion, the grievant may proceed to Step Two.

Step Two

(a) In the event a satisfactory settlement has not been reached at Step One, the employee or the Association shall, in writing and signed, file his/her grievance with the supervisory officer at the next level of command within the Department within three (3) days of decision at Step One, excluding weekends and holidays.

(b) The supervisory officer at the next level of command shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three

(a) In the event a satisfactory settlement has not been reached at Step Two, the grievant may within three (3) days of the supervisor's decision, file his/her written grievance with the Chief of Police.

(b) The Chief of Police shall review the matter and make a determination within five (5) days from the receipt of the grievance.

Step Four

(a) In the event a satisfactory settlement has not been reached at Step Three, the grievant may within three (3) days of the Chief's decision, file his/her written grievance with the Mayor.

(b) The Mayor shall review the decision of the Chief of Police and within ten (10) days from receipt of the grievance make a written determination.

Step Five

(a) In the event the grievance has not been resolved at Step Four, the Association may, within five (5) working days of the Mayor's decision, request arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Mayor. In the event the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may have incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provision of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The decision of the

arbitrator shall be final and binding. In formulating his/her decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

(d) The costs for the services of the arbitrator shall be borne equally between the Township and Association, unless the Association elects to withdraw, in which case any fees of the Arbitration Commission shall be paid by the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

(e) The arbitrator shall set forth his/her findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

(f) No response at any Step in this procedure by the Township or its agents shall be deemed to be a negative response. Upon the termination of the applicable time limits, the grievant may proceed to the next Step.

(g) Group grievances, which shall be defined as those affecting "substantially" all of the members of the Association, shall be filed by the Association and by the Association only at Step Three.

(h) The Township reserves the right to file in writing a grievance on its behalf with the Executive Board of the Association which shall conduct a conference with the representatives of the Township within ten (10) days of the filing of the grievance, and which shall render a determination within ten (10) days of said conference. In the event that the Township is unsatisfied with the determination of the Association Executive Board, the Township may then proceed to the final Step of this Grievance Procedure.

(i) Time limits may be extended by the parties by written mutual agreement.

(j) All references to days in Article VII shall mean Mondays through Fridays, 9:00 A.M. - 5:00 P.M., excluding weekends and holidays.

ARTICLE VIII
COMPENSATION

A. Salaries will be, per rank, as follows:

1. **Salary Compensation Schedule** - Effective January 1, 2018, for all bargaining unit members, salaries shall be paid in accordance with the salary schedule below, with adjustments retroactive where appropriate. The parties agree that this schedule represents increases for Sergeants, Lieutenants, and Captains of 2%, 3%, 2.5%, and 2.5% for 2018, 2019, 2020, and 2021, and 2%, 2.5%, 2.25% and 2.5% for all other ranks for 2018, 2019, 2020 and 2021.

Sergeants, Lieutenants and Captains are defined as employees who became members of this bargaining unit after July 1, 2011. All others were members of this bargaining unit before July 1, 2011 and classified as either Step A or B based upon their placement at that time.

2. **Salary Compensation Schedule** - Acting Sergeant shall be paid at the same rate as a fully ranked Sergeant

SALARY SCHEDULE

Rank	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2021
Sergeant	\$125,067	\$128,819	\$132,040	\$135,341
Sergeant - Step A	\$130,575	\$133,840	\$136,851	\$140,272
Lieutenant	\$133,680	\$137,691	\$141,133	\$144,661
Lieutenant - Step A	\$140,515	\$144,028	\$147,269	\$150,950
Lieutenant - Step B	\$143,537	\$147,126	\$150,436	\$154,197
Captain	\$144,504	\$148,840	\$152,561	\$156,375
Captain - Step A	\$151,248	\$155,029	\$158,517	\$162,480
Captain - Step B	\$154,269	\$158,126	\$161,683	\$165,726

3. **Payment Schedule:** Payments will be made on an equal weekly or biweekly basis on Fridays at the discretion of the Township. Where the Township has adopted an ordinance to require net pay to be directly deposited pursuant to N.J.S.A. 52:14-15a, the Township shall continue to provide each employee, electronically through ADP IPay, twenty-four (24) hours prior to the deposit, all information concerning net pay, and withholdings from the employee's pay check.

B. **Longevity:** Effective July 1, 2011, longevity was added into the base salary for all purposes in accordance with the Township's regular payroll practices for all members of the bargaining unit promoted before July 1, 2011. Thereafter, longevity payments were eliminated and no other employee shall receive longevity.

C. **Work In A Higher Category – Filling Temporary Vacancy**

1. **Temporary Vacancy** - Any officer who anticipates an absence from his/her regularly scheduled work day will appoint, in writing, a Subordinate Officer from his/her respective unit to assume his/her position for that absence. In a case where the absent officer is unable to designate a replacement for his/her position, the Chief of Police, or his/her designee, shall have the sole authority to assign a replacement officer. The acting officer shall receive a temporary salary increase (Filling Temporary Vacancy) upon submission of a Timekeeping Form, POSS Entry, approved by his/her supervisor for the period of substitution at the absent officer's Salary or at the Salary of the next higher rank above the acting officer's rate, whichever is lower, in accordance with ARTICLE VIII, Section A(2) and A(3).

2. **Permanent Vacancy** - In a case where there is no longer an officer in the vacant position, Chief of Police, or his/her designee, shall have the sole authority to assign a replacement officer. This may or may not be designated an "acting position" at the sole discretion of the Chief of Police.

3. **Acting Position** - Any officer assigned by order of the Chief of Police as an "acting" sergeant, lieutenant or captain shall receive the permanent rank after serving no more than twelve (12) consecutive months in that position from the date of the initial assignment and designation. If the rank becomes permanent, seniority in the higher rank shall be retroactive to the date of the initial assignment.

4. **Discretion** - The Chief of Police shall have the sole authority to place officers in an "acting" position, except as otherwise provided in Paragraph 1 above. The Chief of Police shall have the right to remove any "acting" officer with or without cause at any time

prior to the end of the officer's having served twelve (12) consecutive months in an acting capacity.

ARTICLE IX
SICK LEAVE

A. Sick leave for all members of the bargaining unit shall be earned at a rate of 110.5 hours per calendar year.

B. Paid sick leave is an employee benefit provided to all regular, full-time Police Officers unable to work scheduled hours due to the Police Officer's personal illness, injury or disease; the officer's receipt of professional medical care, or to care for an immediate family member's illness, injury or disease. The term "immediate family member" is defined to include mother, father, mother-in-law, father-in-law, child, or a spouse, domestic partner and/or civil union of an employee, as defined under New Jersey law.

C. 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 purpose.

D. Payment for unused Sick Leave upon retirement shall be made in accordance with the following provisions:

1. **Employees hired prior to July 1, 1985.**

For employees hired prior to July 1, 1985, Sick Leave accumulated prior to July 1, 1983 shall be paid, upon retirement, at the wage rate as of the employee's 25th anniversary date. These employees shall also be paid for all unused Sick Leave accumulated after July 1, 1983 at the rate at which those days were earned up to a maximum of two hundred (200) such days.

2. Employees hired after June 30, 1985, but before January 1, 1987.

For employees who were hired after June 30, 1985 but before January 1, 1987 shall receive payment for fifty (50%) percent of their accumulated Sick Leave days at the wage rate at which it was earned, up to a maximum of two hundred (200) days.

3. Employees hired January 1, 1987 and after.

Employees who were hired January 1, 1987 and after shall not be entitled to any payment upon retirement for accumulated unused Sick Leave.

E. Any officer who received compensation for accrued Sick Leave for the maximum amount of two hundred (200) days under this or any prior SOA Contract will not be paid under Paragraph D above for any sick time accumulated after receiving said maximum compensation for accrued Sick Leave.

F. In the event of a compensable illness or injury within the meaning of the New Jersey Worker's Compensation Statute, the member may utilize his/her sick leave to supplement any disability or Worker's Compensation payments which he/she may receive. The employee shall only be charged for the actual amount of sick time used as a supplement to maintain regular full salary.

G. Any bargaining unit member who, at the date of ratification of this Contract, has been previously paid or is subsequently paid by the Township in excess of that required to be paid by the Temporary Benefits provisions of the Workers Compensation Statutes and who, at retirement, would have had this excess payment deducted from his/her unused Sick Leave, must deduct any excess payment before "buyback" sick time in accordance with Paragraph H below, is computed and deducted.

H. SOA Officers hired prior to January 1, 1987 may elect to "buy back" accumulated sick time at the rate of \$7,500.00 paid to the officer for every \$10,000.00 deducted in accumulated sick time in order for the officer to make additional deferred compensation payments and other investments. This election is available only in the three (3) years prior to retirement eligibility (i.e., his/her 25th anniversary date). For the purpose of this paragraph, Sick Leave will be bought back as follows:

- (i) In all instances, first from the then current year's earned time;
- (ii) For all employees hired prior to July 1, 1985, next from Sick Leave accumulated after July 1, 1983 first until exhausted and after exhausted from Sick Leave accumulated prior to July 1, 1983.
- (iii) For employees hired after July 1, 1985, first from the then current year's earned time and next from remaining Sick Leave accumulated from date of hire.

I. If an employee is absent for reasons that entitle him/her to Sick Leave, the employee shall report such absence in the manner provided in the Police Department's General Orders.

J. The Township requires proof of illness under circumstances set forth in the Police Department's General Orders. The Township may adopt Sick Leave verification procedures through the Police Department's General Orders.

K. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined, at the expense of the Township, by a physician designated by the Township in accordance with the Police

Department's General Orders.

ARTICLE X
COLLEGE INCENTIVE PROGRAM

A. Each employee who enters the College Incentive Program pledges to achieve an Associate's or Bachelor's Degree in Police Science, Administration or related field of study as designated by the institution of learning as being within their law enforcement degree program.

B. Each employee shall be compensated at the rate of one (\$1.00) dollar per month for each successfully completed credit earned at an accredited institution of higher learning, provided the courses studied had the prior approval of the Chief of Police.

C. Upon presentation of proof of successful completion through institutional records, payments shall be added to salary at the end of each semester, either in February, June or September.

D. In the event an employee does not earn any additional credits for three (3) consecutive semesters, all payments hereunder shall cease. The employee may reinstate him/herself in the program, but credits earned prior to his/her reinstatement shall not be compensated until attainment of the degree being sought. The employee may make application to the Chief for relief from the provisions of this Section.

E. Credits earned prior to appointment to the Department shall not be compensated until the attainment of the next highest degree, either the Associate's or the Bachelor's.

F. The highest level of compensation under this program shall be those credits up to and including the Bachelor's degree.

ARTICLE XI
EXCHANGE OF HOURS OF DUTY

A. The request for exchange of hours of duty by an employee may be granted by the Chief or his/her designee, provided such request has been made through channels and in conformance with the needs of the Department.

B. In volunteering to exercise the provisions of this Article, no officer shall work more than two (2) shifts and the provisions of Article XII shall not apply to the second shift unless the officer is ordered to work hours in excess of his/her shift, in which case Article XII shall be applicable to those excess hours.

ARTICLE XII
HOURS AND OVERTIME

A. **Overtime** – Overtime shall be paid for all hours worked in excess of the Officer's regularly scheduled shift or where an Officer is caused to work on a regularly scheduled day off ("RDO") as defined by the annual posted work chart and this Article, except as set forth in Paragraph E below:

1. All Superior Officers required to work in excess of their regular shift, with the approval or at the request of their Supervisor, shall be paid at one and one-half (1 ½) times their regular rate of pay on the following basis:

0 - 15 minutes	No Pay
16 minutes and after	Time and one half retroactive to the first minute.

B. Court appearances, as required in the line of duty, shall be compensated at the employee's option by means of compensatory time, computed on a time and one half basis, or at an hourly rate equal to one and one half (1 ½) of said Officer's hourly rate, with a three (3) hour

minimum. The employee is to exercise said option (in writing) at the time of the Court appearance.

C. Compensatory time off earned during a calendar year, if unutilized, will be compensated for by the Township at the straight time rate earned at the end of that calendar year, unless he/she requests and is granted the right to accumulate such time off for the succeeding year. Such approval may be granted at the discretion of the Chief of Police or his/her designee.

D. **Work Schedules** – The regular duty schedule for non-patrol division will provide a basic work week of forty (40) hours. As is the present practice, where the schedule involves regular shifts other than eight (8) hours, the general schedule will provide offsets to insure the maintenance of the forty (40) hour base work week during the course of the year.

The regular duty schedule for employees working in the patrol division shall consist of a twelve (12) hour daily work schedule based on the Pitman Model (two (2) days on – two (2) days off – three (3) on – two (2) off – two days (2) on – three days (3) off). A basic work week of forty-two (42) hours composed of twelve (12) hour work shifts not to exceed one hundred sixty-eight (168) hours in any twenty-eight (28) day period. Mandatory rest periods between shifts and hours worked for outside employers will be determined by departmental policy.

E. **Regular Days Off** – When an Officer works on a regularly scheduled day off (“RDO”), as defined by the annual posted work chart and Section A of this Article, in connection with any training, or community events, at which the primary focus is interaction with members of the community, this time shall be treated as RDO (compensatory time), and shall be awarded at one and one half (1.5) times for all hours worked in excess of the Employee’s regular

schedule. Any such time is to be designated as RDO in accordance with the provisions of this paragraph.

1. Unlike overtime time earned in Section A, Employees shall not receive monetary compensation for any earned RDO time.
2. RDO time earned under this paragraph may be taken off with the approval of the Police Chief or designee, within a reasonable period of time after it is earned, so long as it does not create an undue hardship in scheduling or maintaining operations.
3. At no time shall accumulated RDO time exceed two hundred (200) hours for any employee. If accumulated RDO time exceeds the permitted amount, the Chief of Police may schedule the Officer's RDO time in order to reduce the accumulated leave.
4. Any Officer who, outside of their regularly scheduled shift, volunteers to work at a community event, at which the primary focus is interaction with members of the community, shall receive RDO time in lieu of paid overtime or compensatory time for this work.
5. Any Officer who attends training outside of the regularly scheduled shift shall receive RDO time in lieu of paid overtime or compensatory time for this work.

F. **Kelly Time** – Each month, employees in the Patrol Division shall earn ten (10) hours of compensatory time (120 hours per year) to offset the change in annual hours worked from 2068 hours to 2190 hours under the twelve (12) hour shift schedule. This compensatory time shall be designated as “Kelly Time” and shall be used in the year that it is earned.

Employees shall not receive monetary compensation for any unused Kelly Time. This section shall not alter the other terms and conditions set forth in this Article, including but not limited to Hold Time Beyond a Shift, Recall Time, Off-Duty Court Time, RDO, and Compensatory Time (earned independently of Kelly Time). All other officers shall remain on their current work schedule.

G. **Call Back Time.** If an employee is called back in for extra duty (other than a Court appearance), he is to be guaranteed a minimum of four (4) hours of time at one and one half (1 ½) time rates. This provision shall not apply to a carry-over immediately subsequent to the employee's prior work shift. At the employee's option, to be exercised in writing at the time of recall, they may elect to be paid or receive compensatory time off.

H. **Staff Meetings.** Employees shall be obligated to attend Departmental or Divisional Staff meetings not to exceed four (4) hours per month without monetary compensation. Compensatory time in lieu of monetary compensation shall be given to all employees attending on off-duty time.

I. All permanent work schedule changes shall be made with a minimum of thirty (30) days notice.

J. If the twelve (12) hours shift schedule should be terminated and the Department reverts back to the prior schedule (2068 hours annually) all prior provisions shall resume without modification, as set forth in the parties' collective bargaining agreement which was effective January 1, 2010.

ARTICLE XIII **SECONDARY EMPLOYMENT**

A. With respect to DWI grants, seatbelt grants, block grants and other fixed hourly

rate grants, members shall be entitled to the hourly rate allowed for in the respective grant or grants without regard to their regular hourly rate or their regular overtime rate.

B. With respect to the rate of compensation for outside contractors, including the Cherry Hill Board of Education, or private companies, the member shall be entitled to the hourly rate set forth in the Ordinance adopted by the Township of Cherry Hill for contracted off-duty employment without regard to their regular hourly rate or their overtime rate.

C. Hours worked under subsections (A) and (B) above shall not count as hours worked in excess of an employee's normal regularly scheduled work hours for the purpose of computing overtime with the Township.

ARTICLE XIV **CLOTHING ALLOWANCE**

A. Members assigned to a Superior Officer rank shall be issued insignia, special clothing or special items required of that rank, not required of the Officer's prior rank. This shall include one breast badge, one hat badge, chevrons, bars and other insignia of rank and the cost to affix them to the uniform, if necessary. The Township will exercise due diligence in securing such item and equipment for newly appointed officers. Upon promotion from Sergeant to Lieutenant, each Police Officer shall be issued one summer (short sleeve), one winter (long sleeve) shirt, one pair of black pants, a hat and tie, replacement of BDU supervisor shirts (long and short sleeve), and chevron bars and other insignia of rank and the cost to affix them to the uniform, if necessary. Upon promotion from Lieutenant to Captain, that officer shall receive replacement of BDU supervisor shirts (long and short sleeve), and Chevron bars and other insignia of rank and the cost to affix those to the uniform, if necessary.

B. **Body Armor.** On July 1st of each year, the Chief of Police, or his designee, shall submit to the Township a list of ASSOCIATION officers assigned to field duty who are to be supplied with body armor. No employee shall receive this body armor unless his/her armor is five (5) years old or older. The cost of the body armor shall be paid by the Township and shall be of the same type and quality as those supplied by rank and file. The Township also agrees to maintain a list of warranties and guarantees for all body armor. Specifications for body armor and the assignment as field officers are the sole responsibility of the Chief of Police.

ARTICLE XV
HOLIDAYS AND PERSONAL DAYS

A. In lieu of official paid holidays and/or personal days, each employee shall be granted a total of sixteen (16) days off in each calendar year earned at the rate of 1 1/3 days per month and pro-rated to the number of months worked for the final year of service. Holidays and Personal days shall continue to be based on one (1) work day regardless of the hours of the employees shift.

B. Holidays and/or personal days earned in one (1) year must be utilized by March 31 of the succeeding year, provided the employees are given the opportunity to utilize such holidays during this period.

ARTICLE XVI
VACATIONS

A. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

From the second (2 nd) through and including the fifth (5 th) calendar year of employment	80 hours
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From the sixth (6 th) through and including the tenth (10 th) calendar year of employment	120 hours
From the eleventh (11 th) through and including the fifteenth (15 th) calendar year	160 hours
From and after the sixteenth (16 th) calendar year of employment	200 hours

B. Accumulation of annual vacation leave from year to year may be permitted at the discretion of the Chief of Police with approval of the Mayor. However, accumulated vacation leave must be utilized in the year succeeding its accumulation in the form of requested compensatory time off and scheduled at such times as the needs of the Division permit.

C. An annual vacation leave schedule shall be prepared by each Division head in accordance with the provisions of this Article.

D. Vacation allotment will be pro-rated to the number of months worked for the final year of service.

ARTICLE XVII
SEPARATION, DEATH AND RETIREMENT

A. Employees shall retain all pension rights as police officers under New Jersey laws and Township Municipal Ordinance.

B. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1 or having attained the age of fifty-five (55) pursuant to N.J.S.A. 43:16A-5 or as a result of a disability pension, whether work connected or not, shall be paid for all accumulated holidays, vacation, sick leave days and other compensatory time as provided in this Agreement. Said payments, except for sick leave days, shall be computed at the rate earned.

C. Employees intending to retire on other than disability pension shall accordingly notify the Chief of Police, or his/her designee, sixty (60) days prior to the start of fiscal year in which said retirement is to become effective. Such notice provision shall not apply to any employee who retires because of conditions not known or reasonably foreseeable by the employee.

D. In the event of an employee's death, his/her estate or legal representative shall be paid for all accumulated holidays, vacation, sick leave days or other compensatory time as provided in this Agreement. Payment shall be made at the employee's rate of pay at the time of his/her death.

E. In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated vacation, holidays and other compensatory time shall be paid at the then current rate of pay to the employee, except that no payments shall be made for accumulated sick leave.

F. For benefits payable in the then current year in all cases of separation, death while not in the line of duty or retirement, all vacation, holidays, sick leave days and other compensatory time shall be pro-rated as of the (1st) first of the month if the resignation, death or retirement is effective prior to the fifteenth (15th) day of the month and as of the last day of the month if the resignation, death or retirement is effective on or after the fifteenth (15th) of the month. Benefits shall be pro-rated on the calendar year from January 1 through December 31.

G. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all vacation, holidays, sick leave days and other compensatory time which would have accrued for the entire calendar year (in the year of the employee's death), shall

be payable to the employee's estate or legal representative.

H. Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs or other temporary leaves.

I. Any employee retiring within the calendar year of contract being negotiated shall receive a pro-rated share of that year's wage increase; pro-ration shall be based upon the calendar year from January 1 through December 31 as compared to the period of time that employee actually served active duty during that year.

J. Upon retirement from Cherry Hill Township after completion of twenty-five (25) years of service with Cherry Hill Township, medical, dental, and prescription insurance coverage shall be provided for the retiree and his or her family up to Medicare eligibility, providing those eligible annually certify that they have no other medical, dental, and/or prescription coverage.

Should the retiree move out of the area serviced by the Township's coverage, the retiree and his/her spouse shall be provided with a quarterly reimbursement for medical, dental and prescription coverage, providing those eligible for out of area coverage annually certify that they have no other insurance coverage and provide proof of payment to the out of area insurance provider.

The maximum cost to the Township under this provision shall not exceed 50% of the actual cost of the insurance up to twelve thousand, five hundred (\$12,500) dollars annually. The retiree's contribution shall be inclusive of any premium sharing contributions required under P.L. 2011, Chapter 78. All retirees may choose between medical, dental, or prescription (any or all) which is currently available to active employees under Article XXII of this Agreement. This

provision shall apply to employees who retire during the term of this contract.

K. Upon retirement the township shall make all payments for accumulated leave to the employee in the form of a lump sum payment. However, nothing in the contract shall prevent the employee from negotiating a multi-year pay out for accumulated leave on an individual basis.

L. Any retiree who stops receiving any of the Township's medical, dental or prescription benefits and at some point wants to begin receiving them again will be allowed to rejoin the retiree medical benefits plan as stated above, provided that they certify annually that they have no other insurance coverage available to them.

M. The immediate family (spouse, children) shall receive for a period of three (3) months, the bi-weekly income check of a member killed in the line of duty.

ARTICLE XVIII **SERVICE RECORDS**

A. Employees covered by this Agreement shall be entitled to inspect their service records upon request and by appointment.

B. Employees inspecting service records will be required to sign a form indicating the date, time and records inspected.

ARTICLE XIX **BULLETIN BOARD**

A. The Township shall provide one (1) bulletin board for the posting of notices relating to matters and official business of all Police organizations.

B. The bulletin board may be utilized by the Association for the purpose of posting Association announcements and other relevant information. The Chief, or his/her designee, may

have removed from the bulletin board any irrelevant material after notice to the Association President.

ARTICLE XX
BEREAVEMENT LEAVE

A. Because of death in the immediate family, leave with pay shall be granted from the day of death until the day after interment, inclusive. The immediate family shall include parents, parents-in-law, spouse, children, brothers or sisters, grandparents and brothers or sisters-in-law and other residents residing in the employee's home.

B. Proof of death may be required at the Township's discretion.

C. Additional bereavement leave may be granted at the discretion of the Chief of Police.

ARTICLE XXI
TRAVEL EXPENSE

Any officer that receives prior written approval from the Chief or designee to use his or her own vehicle for business purposes shall be reimbursed for all approved travel expenses pursuant to the current IRS standard mileage rates for business miles driven, and for all other travel expenses in connection with official duties.

ARTICLE XXII
MEDICAL BENEFITS

The Township shall continue to make available to employees and their families the existing medical, prescription, and dental insurance as provided in this Article. Effective January 1, 2014, all active unit employees who have not withdrawn from the Township's health insurance program, shall contribute towards the cost of health insurance in accordance with P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to I.R.S. Section

125 salary reduction premium-only plan, and in accordance with the Township's regular payroll practices. These contributions shall cease upon the officer's retirement. Pursuant to N.J.S.A. 40A:10-21.2 in any successor Agreement, the contribution to health care benefits shall be negotiated as if the fourth-year employee premium share contribution was included in this Agreement.

A. **Medical Benefits:** Effective January 1, 2019 and at all times thereafter, the Township shall make available three (3) medical plans for employees to choose from – Bronze, Silver, and Gold Plan. The "Gold Plan" shall be the "Direct Access 10 \$20/\$35 plan, and the "Silver Plan" identified as the "POS Design 10 \$20/\$35 plan." Those plans shall be identical to the existing POS 8 and the Direct Access 5 Gold Plan, except the deductibles shall increase from \$300 single, \$600 family to \$500 and \$1,000 respectively; the out-of-network coinsurance shall drop from 70% to 60%, and in-patient hospital service shall now require a \$200 co-payment. Other than that, the new plans shall remain the same in all other aspects as the existing Gold and Silver Plans. The "OMNIA State Defector (with Blue Card)" plan shall become the "Bronze Plan." See copy of plans attached hereto as Exhibit B. Employees will have the opportunity to select the plan that best suits their individual needs.

1. The Silver Plan shall be the base plan for all covered employees with the employees' premium costs limited to the premium share in accordance with P.L. 2011 c.78, as amended. Employees who select coverage under the Gold Plan, or any other plan then offered with a higher premium shall pay the entire difference between the premium cost of the Silver Plan and the premium cost of the plan selected. All premium payments will be made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with

the Township's regular payroll practices. These contributions shall be in addition to the premium sharing contribution required by P.L. 2011; Chapter 78 in connection with the plan selected.

2. The Township shall have the right during the term of this Agreement:
 - a. To change the Gold or Silver Plans referenced in Section "A" above to plans that are equal to or better than the coverage and benefits offered by the Township in Section "A" above, and to change the Bronze Plan to tiered plan equivalent in coverage and benefits to the existing OMNIA State Defector Plan referred to in Section "A" above;
 - b. To change the POS Design 10 Plan (also known as the "Silver" plan) which has been designated as the "base" plan under this contract, to the New Jersey State Health Benefit Aetna or Horizon 20/30 Plan or a successor plan to Aetna or Horizon 20/30 Plan;
 - c. Employees under this Contract shall have the right to buy up to a higher cost plan offered by the Township if the employee pays the entire difference between the premium cost of the Silver and the premium cost of the plan selected.
 - d. To change prescription plans to the State Health Benefit Plan New Jersey Aetna or Horizon 20/30 or its successor plan, or a plan equivalent in benefits to the existing Township prescription benefit plan, with retail and mail order co-payments for generic, preferred brand, and non-preferred identical to the co-payments set forth in this contract
 - e. The Township may not change the type of plan more than once during a twelve (12) month period. The Township agrees that the employees shall receive the

insurance cards and other related forms before the change is made.

- f. It is agreed and understood that the employees will at no time be subject to a "reimbursement arrangement" as a result of interrupted or changing coverage. This shall not, however, preclude an employee from receiving reimbursement from the Township for medical costs incurred in the event the Township fails to comply with the terms of this Agreement.
- g. The Township further agrees to give at least thirty (30) days written notice of any proposed change in plans.

3. As soon as practicable after signing of this Agreement, the Township will notify Employees of an open enrollment period for the purposes of the Employees seeking the appropriate plan for their specific needs for the term of January 1, 2019 through June 30, 2019.

- 4a. Coverage for eligible dependents shall be included in all health and prescription Plans for eligible employees.
- b. Effective January 1, 2014, the Township shall make dependent coverage in its health and prescription Plans as set forth in this Article, available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.
- c. Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any Township health or prescription Plan may elect to

enroll their dependent child until age 31 for an additional premium which shall be billed directly to the employee by the insurance carrier. Dependents that are permanently disabled will remain covered during the life of the employee.

- d. "Civil union partners" and "domestic partners" of the same gender under New Jersey law shall be considered as dependents eligible for insurance benefits.

B. **Flexible Spending Account:** Pursuant to P.L. 2011, Chapter 78, the Township shall continue to provide a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

C. **Dental:** The Township shall provide dental benefits for Employees covered by this Agreement and each employee's family under the prevailing Delta Dental Service Benefits Plan, on the following basis:

- 1. 100% coverage for preventative dental expenses and diagnostic service expenses as defined in the prevailing Delta Dental Service Benefits Plan, summary of which is attached hereto as Exhibit A;

- 2. Coverage for prosthodontics and orthodontic services as defined in the aforesaid prevailing dental benefits plan on a 50/50 co-payment basis after each patient pays a fifty (\$50.00) dollar deductible per calendar year, up to one hundred fifty (\$150.00) dollars maximum.

D. **Prescription:** Effective January 1, 2015 and each year thereafter, the Township shall provide prescription coverage for Employees covered by this Agreement and each

Employee's family on the following basis:

	<u>RETAIL (30 Day Supply)</u>	
Generic	Preferred Brand	Non-Preferred Brand
\$10.00	\$15.00	\$25.00

	<u>MAIL ORDER (90 Day Supply)</u>	
Generic	Preferred Brand	Non-Preferred Brand
\$20.00	\$30.00	\$50.00

The Employee shall pay the lesser of the price of the generic prescription co-payment and the actual cost of the drug.

E. **Waiver:** Employees wishing to opt out of health, prescription, and/or dental coverage may do so for an annual rebate in an amount not less than the amounts set forth in the Employee Handbook in effect on the date of the signing of this Agreement. The rebate shall be available to all new benefit eligible employees on their effective date and to all current employees. Payment shall be made quarterly for the preceding quarter. Employees wishing to opt back in to coverage may do so during open enrollment, or at any time a qualifying event occurs, including but not limited to loss of alternative benefits.

F. **Officers Killed in Line-of-Duty:** Health, prescription and dental insurance benefits for dependents of those officers killed in the line-of-duty are as follows: Certain medical benefits shall be continued for dependents of Police Officers killed during the performance of their police duties:

The Township shall continue to pay premium costs for its Silver health, prescription, and dental insurance coverage for the spouse and/or dependent children to age twenty-six (26) of any Police Officer killed while in the performance of his/her police duties under the following conditions:

1. The spouse of each deceased police officer does not remarry;
2. The spouse of each deceased police officer does not obtain medical insurance/benefit coverage from an employer or any other source;
3. The spouse does not qualify for medical insurance/benefit coverage as may be provided by a State or the Federal Government, including but not limited to Social Security, Medicare/Medicaid.

G. **Survivor Benefits:** The Township shall provide its Silver health plan, prescription and dental insurance coverage for a surviving spouse of a deceased member up to age of Medicare eligibility, subject to conditions described in Article XVII, Paragraph J. The surviving spouse shall be eligible for this benefit for ten (10) years from date of death. Annual certification will be required from those eligible that they have no other similar medical coverage.

H. **Long-Term Disability Insurance:** The Township will supply at no cost to the employees covered by this Agreement, a Long-Term Disability Plan which will provide income protection in the event of a non work-related illness or injury resulting in disability. The Township may at its discretion offer additional voluntary coverage to be paid by the employee at the employee's option.

ARTICLE XXIII **MILITARY SERVICE**

A. When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States Armed Forces or the National Guard of any state, including the Naval Militia and Air National Guard, is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration

of the service. Members of the Reserves are entitled to paid military leave for up to thirty (30) workdays each year, and members of the New Jersey National Guard are entitled to paid military leave for up to ninety (90) workdays each year, and members of the New Jersey National Guard are entitled to paid military leave for up to ninety (90) workdays each year for active duty. Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary for a period of up to eighteen (18) months. The paid leave will not be counted against any available time off, including but not limited to vacation, sick, or personal time. A full-time temporary employee who has served less than one year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time. Drill weekends are not considered active duty for purposes of paid military leave. Employees will be required to use accrued time in this instance.

B. Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave (full or differential). After this period has expired, employees may continue coverage for themselves or their dependents under the Cherry Hill Township group plan, but will still be required to pay the state mandated premium share to the Township on a monthly basis, and will be invoiced for the premium share that would normally be deducted from the employee's pay. Employees who do not continue to pay their premium share will be able to continue coverage for themselves or their dependents under the Cherry Hill Township group plan by taking advantage of the COBRA provision. Employees will continue accruing service and salary credit in the PFRS during the period of leave pay.

C. Pursuant to the Uniformed Services Employment and Re-employment Rights Act, any employee released from active duty under honorable circumstances shall return to work

without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or forty-eight (48) hours after the end of military duty, whichever is later, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

ARTICLE XXIV
SEPARABILITY AND SAVINGS

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

ARTICLE XXV
SUPERSEDING CLAUSE

This Agreement supersedes any and all other Agreements, ordinances and/or resolutions dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

ARTICLE XXVI
FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither

party shall be required to negotiate with respect to any matter other than those specifically provided for in this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

ARTICLE XXVII
DUES DEDUCTION

A. The Township agrees to grant rights of dues deduction to the Association and will deduct Association membership dues from the pay of those Employees who individually and voluntarily request in writing that such deductions be made. Such written request must be given to the Township Controller's Office. For each employee who signs such an authorization card, the check-off shall commence in the pay period following the filing of the authorization card with the Township. The Township shall remit to the Association once a month, the monies collected for this purpose.

B. The Association shall indemnify and save the Township harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

C. Employees who have authorized the payroll deduction of fees to the Association may revoke such authorization by providing written notice to the Township during the ten days following each anniversary date of their employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the Township shall provide notice to the Association of an employee's revocation of such authorization. The effective date of a termination in deductions shall be July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the Township's disbursing officer.

ARTICLE XXVIII
TERMS AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2018, unless otherwise provided, and shall be in effect to and including December 31, 2021, unless otherwise provided. If the parties have not executed a successor Agreement by December 31, 2021, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

B. The parties agree that negotiations for a successor Agreement modifying, amending or altering the terms and provisions of this Agreement shall commence negotiations for the 2022 Contract no sooner than one hundred fifty (150) days prior to the expiration date of this Collective Bargaining Agreement.

C. Notice of intention to open negotiations for future contracts shall be accomplished by either party giving notice in writing to the other no sooner than one hundred fifty (150) and no later than ninety (90) days prior to January 1 of the calendar year for which negotiations are to be opened.

D. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration in accordance with the rules promulgated by the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor Agreement is reached.

ARTICLE XXIX
MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective dates of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement,

nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any police officer benefit existing prior to its effective date.

ARTICLE XXX
CONTAGIOUS DISEASES

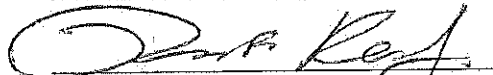
Any officer who shall suffer from a serious communicable disease shall be treated with a rebuttable presumption that the disease was contracted on the job. Incident reports may be used to validate such claims.

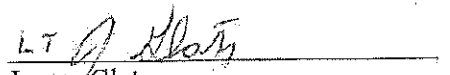
ARTICLE XXXI
INSURANCE

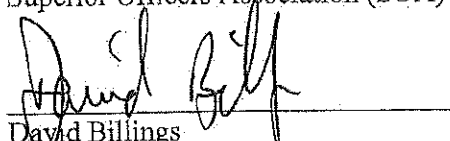
Employees covered by this Agreement shall be fully indemnified and defended by the Employer in all lawful circumstances in which the Employee renders first aid, whether on-duty or off-duty.

This Agreement is entered into this 14 day of Nov., 2018.

For the ASSOCIATION:

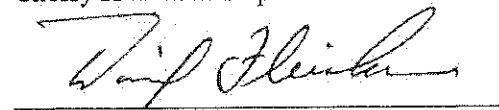

Robert Kempf, Pres. Cherry Hill
Superior Officers Association (SOA)


James Glatz
Vice President, Cherry Hill
Superior Officers Association (SOA)


David Billings
Secretary, Cherry Hill
Superior Officers Association (SOA)

For the TOWNSHIP:


Chuck Cahn, Mayor
Cherry Hill Township


David Fleisher
President, Cherry Hill Township Council

ATTEST:


NANCY SAFFOS, RMC

NANCY L. SAFFOS, RMC
MUNICIPAL CLERK
TOWNSHIP OF CHERRY HILL

EXHIBIT A



DELTA DENTAL OF NEW JERSEY, INC.
CHERRY HILL TOWNSHIP
Group No. 3202

Plan Design	Delta Dental Premier®/Advantage Program			
	Delta Dental Premier® Program	Advantage Program	Delta Dental PPC SM Program	DeltaCare® Plan NJ6
Preventive & Diagnostic	100%	100%	100%	No Charge
Basic	50%	50%	80%	No Charge
Crowns	50%	50%	50%	See Below
Prosthodontics	50%	50%	50%	See Below
Orthodontics	50%	50%	50%	See Below
Annual Maximum	\$1,000.00	\$1,000.00	\$1,000.00	None
Lifetime Ortho Maximum	\$1,000.00	\$1,000.00	\$1,000.00	See Below
Deductible (waived on P&D ^{***})	\$50/\$150	\$50/\$150	\$50/\$150	None
Procedure Codes	Approximate Employee Out-Of-Pocket Costs*			
0120- Periodic Oral Exam	\$0.00	\$0.00	\$0.00	\$0.00
0210- X-Rays, Complete Series	\$0.00	\$0.00	\$0.00	\$0.00
0272- 2 Blewing X-Rays	\$0.00	\$0.00	\$0.00	\$0.00
1110- Adult Prophylaxis	\$0.00	\$0.00	\$0.00	\$0.00
2150- 2 Surface Filling	\$80.00	\$72.00	\$19.80	\$0.00
2330- 1 Surface Comp. Resin Filling	\$75.00	\$68.50	\$17.00	\$0.00
2750- Porcelain/Gold Crown	\$565.00	\$489.00	\$400.00	\$290.00
3310- Anterior Root Canal	\$392.50	\$307.50	\$91.00	\$0.00
4341- Scalings & Root Planing (Quad)	\$122.50	\$90.00	\$25.60	\$0.00
6110- Complete Upper Denture	\$730.00	\$575.00	\$478.00	\$300.00
6760- Abutment Crown	\$555.00	\$469.00	\$400.00	\$290.00
7140- Single Extraction	\$92.50	\$69.00	\$19.00	\$0.00
8000- Orthodontics**	\$3,800.00	\$3,800.00	\$3,800.00	\$2,200.00

*Assumes utilization of a network dentist in each program.

**Based upon a \$4,800.00 charge.

***P & D=Preventive & Diagnostic

Visit your own dentist. If you do not have a dentist, there is a directory available with your plan administrator listing participating dentists. You may call 1-800-DELTA-OK and a list of participating dentists located in your area will be mailed directly to your home or you may access our Website at www.deltadentalnj.com.

During your FIRST appointment, tell your dentist that you are covered under this program. Give him/her your Group's name, its Delta Dental Group Number and your Social Security number. Your dependents, if covered, should give YOUR SOCIAL SECURITY NUMBER.

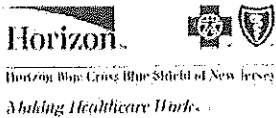
If you have any questions regarding your dental benefits, you may contact our Customer Service Department Monday through Thursday, 8:00 a.m. to 6:30 p.m. EST and Friday, 8:00 a.m. to 5:00 p.m. EST, at 1-800-452-9310.

between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this comparison.

Costs are estimated on average dental charges for each procedure based on information from Delta Dental.

EXHIBIT B

Gold Plan



DIRECT ACCESS DESIGN 10
Cherry Hill Twp Plan

Benefit	In-Network	Out-of-Network
Benefit Period	Calendar year	
Deductible		
Individual	\$500	\$500
Family	\$1,000	\$1,000
	Deductible is Calendar Year. Deductible is Aggregate.	
Coinsurance	100%	60%
Maximum Out of Pocket		
Individual	\$2,000	\$6,350
Family	\$4,000	\$12,700
	Split Maximum Out of Pocket is Calendar year. The deductible, coinsurance, and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket.	
Benefit Period Maximum	Unlimited	Unlimited
Lifetime Maximum	Unlimited	Unlimited
Primary Care Physician Selection	Not Required	
Doctor's Office Visits		
Primary Care Office Visit	100% after \$20 copay A primary care physician is a general or family practitioner, internist or pediatrician	60% after deductible
Specialist Office Visit	100% after \$35 copay A referral is not required to visit a specialist.	60% after deductible
Maternity Visits	Dependent children are eligible for Maternity/Obstetrical Benefits.	
Allergy Testing and Treatment	100%	60% after deductible
Preventive Care		
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%	60% (no deductible)
Well Child Exams	100%	60% (no deductible)
Well Child Immunizations and Lead Screening	100%	60% (no deductible)
Diagnostic Procedures		
Laboratory	100% in office or Labcorp 100% in Outpatient facility	60% after deductible
Outpatient X-ray/Radiology Services	100% in office 100% in Outpatient facility	60% after deductible
CT/CTA Scans, PET Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling eviCore healthcare at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call eviCore healthcare at 1-866-969-1234 to schedule an appointment.		
<i>Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from eviCore healthcare replace the need for a paper referral.</i>		
Hospital Care		
Inpatient Admission (including maternity)	100% after deductible and \$200 copay	60% after deductible and \$200 copay
Pre-admission Testing	100% after deductible	60% after deductible
Surgery in Hospital	100% after deductible	60% after deductible
Inpatient Physician Services	100% after deductible	60% after deductible
Outpatient Dept. Services	100% after deductible	60% after deductible
Emergency Care		
Emergency Room	100% after \$100 facility copayment Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.	
Ambulance	100%	100%



DIRECT ACCESS DESIGN 10 Cherry Hill Twp Plan

Outpatient Surgery		
Hospital Outpatient Surgery	100% after deductible	60% after deductible
Surgery in an Ambulatory SurgiCenter	100% after deductible	60% after deductible
Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ's Payment Allowance and therefore may result in significant out of pocket costs.		
Mental Health Services		
Inpatient	100% after deductible and \$200 copay	60% after deductible and \$200 copay
Outpatient department	100%	60% after deductible
Office setting	100% after office copayment	60% after deductible
Substance Abuse Services		
Inpatient	100% after deductible and \$200 copay	60% after deductible and \$200 copay
Outpatient department	100%	60% after deductible
Office setting	100% after office copayment	60% after deductible
Alcohol Abuse Services		
Inpatient	100% after deductible and \$200 copay	60% after deductible and \$200 copay
Outpatient department	100%	60% after deductible
Office setting	100% after office copayment	60% after deductible
Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Horizon Behavioral Health at 1-800-626-2212.		
Other Services		
Acupuncture	100% after deductible	60% after deductible
Bariatric Surgery	100% after deductible	60% after deductible
Diabetic Education	100% after office copayment	60% after deductible
Diabetic Supplies	100% after deductible	60% after deductible
Durable Medical Equipment	100% after deductible	60% after deductible
Orthotics and Prosthetics (Per NJ mandate)	100% after office copayment	60% after deductible
Home Health Care	100% after deductible	60% after deductible
Hospice Care	100% after deductible	60% after deductible
Infertility (including in-vitro fertilization)	Limited to 4 egg retrievals per lifetime	
Physical Rehabilitation Facility Inpatient Services	100% after deductible and \$200 copay	60% after deductible and \$200 copay
	Limited to 60 days per benefit period	
Private Duty Nursing	100% after deductible	60% after deductible
	Limited to 30 visits per benefit period (8-hour shifts)	
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after office copayment	60% after deductible
	Unlimited visit maximum per therapy, per benefit period	
	Note: If specialist copay is higher than PCP copay, the lower copay will apply to short-term therapies. Also, if PCP copay is \$30, the STT copay will default to \$20.	
Skilled Nursing Facility/Extended Care Center	100% after deductible	60% after deductible
	Limited to 120 days per benefit period	Limited to 120 days per benefit period
Therapeutic Manipulation (Chiropractic Care)	100% after \$25 office copayment	60% after deductible
	30 visit maximum per benefit period	
Vision - Routine Eye Exam	100%	60% No deductible
Vision Hardware	\$100 in a 2 calendar year period	
Telemedicine	100% after \$0 copay	Not Covered
Prescription Drugs	Not covered	
Eligibility	Dependent children, including full-time students are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to the age 31.	



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DIRECT ACCESS DESIGN 10 Cherry Hill Twp Plan

Pre-Existing Conditions*	Not applicable
Grandfathered	Not applicable
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com .
24/7 Nurse Line	Not applicable

You can save money when you choose to receive care from providers that participate in the Horizon BCBSNJ networks. When you use participating hospitals or other medical facilities or doctors, you generally only pay your copayment and any applicable in-network coinsurance or deductible. Generally, if you have services performed at an out of network facility or by an out of network provider, your out of network benefits will apply. This means that you will be responsible for amounts exceeding Horizon BCBSNJ's allowable reimbursement for that particular service and this may result in significant out of pocket costs. You will be responsible to pay for this amount directly to the non-participating hospital, ambulatory surgery center or provider. By using our Horizon-BCBSNJ network providers, you keep your health care costs down.

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Silver Plan



HORIZON POS DESIGN 10
Cherry Hill Township

Benefit	In-Network	Out-of-Network
Benefit Period	Calendar year	
Deductible		
Individual	\$500	\$500
Family	\$1,000	\$1,000
	Deductible is Calendar Year. Deductible is Aggregate.	
Coinsurance	100%	60%
Maximum Out of Pocket		
Individual	\$2,000	\$6,350
Family	\$4,000	\$12,700
	Split Maximum Out of Pocket is Calendar year. The deductible, coinsurance, and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket.	
Benefit Period Maximum	Unlimited	Unlimited
Lifetime Maximum	Unlimited	Unlimited
Primary Care Physician Selection	Required	
Doctor's Office Visits		
Primary Care Office Visit	100% after \$20 copay A primary care physician is a general or family practitioner, internist or pediatrician	60% after deductible
Specialist Office Visit	100% after \$35 copay A referral is required to visit a specialist.	60% after deductible
	100%	60% after deductible
Maternity Visits	Dependent children are eligible for Maternity/Obstetrical Benefits.	
Allergy Testing and Treatment	100%	60% after deductible
Preventive Care		
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%	60% (no deductible)
Well Child Exams	100%	60% (no deductible)
Well Child Immunizations and Lead Screening	100%	60% (no deductible)
Diagnostic Procedures		
Laboratory	100% in office or Labcorp 100% in Outpatient facility	60% after deductible
Outpatient X-ray/Radiology Services	100% in office 100% in Outpatient facility	60% after deductible
	CT/CTA Scans, PET Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling eviCore Healthcare at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call eviCore Healthcare at 1-866-969-1234 to schedule an appointment.	
	<i>Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from eviCore Healthcare replace the need for a paper referral.</i>	
Hospital Care		
Inpatient Admission (including maternity)	100% after deductible and \$200 copay	60% after deductible and \$200 copay
Pre-admission Testing	100% after deductible	60% after deductible
Surgery in Hospital	100% after deductible	60% after deductible
Inpatient Physician Services	100% after deductible	60% after deductible
Outpatient Dept. Services	100% after deductible	60% after deductible
Emergency Care		
Emergency Room	100% after \$100 facility copayment Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.	
Ambulance	100%	100%



Horizon Blue Cross Blue Shield of New Jersey

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HORIZON POS DESIGN 10 Cherry Hill Township

Outpatient Surgery		
Hospital Outpatient Surgery	100% after deductible	60% after deductible
Surgery in an Ambulatory SurgiCenter	100% after deductible	60% after deductible
Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ's Payment Allowance and therefore may result in significant out of pocket costs.		
Mental Health Services		
Inpatient	100% after \$200 copay	60% after deductible and \$200 copay
Outpatient department	100%	60% after deductible
Office setting	100% after \$35 copay	60% after deductible
Substance Abuse Services		
Inpatient	100% after \$200 copay	60% after deductible and \$200 copay
Outpatient department	100%	60% after deductible
Office setting	100% after \$35 copay	60% after deductible
Alcohol Abuse Services		
Inpatient	100% after \$200 copay	60% after deductible and \$200 copay
Outpatient department	100%	60% after deductible
Office setting	100% after \$35 copay	60% after deductible
Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Horizon Behavioral Health at 1-800-626-2212.		
Other Services		
Acupuncture	100% after deductible	60% after deductible
Bariatric Surgery	100% after deductible	60% after deductible
Diabetic Education	100% after \$35 copayment	60% after deductible
Diabetic Supplies	100% after deductible	60% after deductible
Durable Medical Equipment	100% after deductible	60% after deductible
Orthotics and Prosthetics (Per NJ mandate)	100% after \$20 copayment	60% after deductible
Home Health Care	100%	60% after deductible
Hospice Care	100%	60% after deductible
Infertility (including in-vitro fertilization)	Limited to 4 egg retrievals per lifetime	
Physical Rehabilitation Facility Inpatient Services	100% after \$200 copay	60% after deductible and \$200 copay
Private Duty Nursing	100% after deductible	60% after deductible
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after office copayment	60% after deductible
Unlimited visit maximum per therapy, per benefit period Note: If specialist copay is higher than PCP copay, the lower copay will apply to short-term therapies. Also, if PCP copay is \$30, the STT copay will default to \$20.		
Skilled Nursing Facility/Extended Care Center	100% Limited to 120 days per benefit period	60% after deductible Limited to 120 days per benefit period
Therapeutic Manipulation (Chiropractic Care)	100% after \$25 copayment 30 visit maximum per benefit period - no referral required	60% after deductible
Vision - Routine Eye Exam	100% after \$30 copay	60% no deductible
Vision Hardware	\$100 in a 2 calendar year period	
Telemedicine	100% after \$0	Not Covered
Prescription Drugs		
Not covered		
Eligibility		
Dependent children, including full-time students are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.		



Horizon Blue Cross Blue Shield of New Jersey

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HORIZON POS DESIGN 10 Cherry Hill Township

Grandfathered	Not applicable
Pre-Existing Conditions	Not applicable
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com .
24/7 Nurse Line	24/7 Nurse Line is a health information service that includes a toll free 24 hour health information line staffed by registered nurses. 24/7 Nurse Line nurses do not diagnose or recommend any treatment. Instead, they provide the member with the necessary health information needed to make informed medical decisions. This helps members determine if their health ailment requires a doctor's visit.

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Please note that the benefit highlights are provided for informational purposes. Horizon BCBSNJ makes every effort to provide clear and accurate information pertaining to these benefit highlights. However, because Horizon BCBSNJ generally expects continued guidance from regulators on issues pertaining to Federal health care reform, the information that has been provided is subject to change. Horizon BCBSNJ will provide notice of such changes to members pursuant to State and Federal requirements.

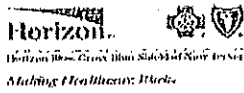
This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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OMNIA State Defector (with BlueCard)
 Cherry Hill Township Proposed Plan

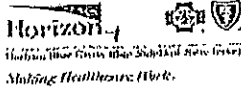
Bronze
 Plan

Benefit	OMNIA Tier 1	Tier 2
Benefit Period	Calendar Year	
Deductible	Deductible is Calendar Year	
Individual	\$0	\$1,500
Family	\$0	\$3,000
Coinsurance	100%	80%
Maximum Out of Pocket	Deductible is Calendar Year	
Individual	\$2,500	\$4,500
Family	\$5,000	\$9,000
Tier 1 Ded/MOOP accumulates to Tier 2 Ded/MOOP but Tier 2 Ded/MOOP does not accumulate to Tier 1 Ded/MOOP. Once Tier 2 Ded/MOOP has been met, Tier 1 will also have been met.		
Split Maximum Out of Pocket is Calendar Year. The deductible, coinsurance, and copayments apply to the Maximum Out of Pocket.		
Benefit Period Maximum	Unlimited	Unlimited
Lifetime Maximum	Unlimited	Unlimited
Primary Care Physician Selection	Not Required	
Doctor's Office Visits	Not Required	
Primary Care Office Visit	100% after \$5 copay A primary care physician is a family practitioner, internist, pediatrician, or nurse practitioner	100% after \$20 copay 100% after \$30 copay
Specialist Office Visit	100% after \$15 copay A referral is not required to visit a specialist.	100% after \$30 copay
Maternity Visits	Copay applies to 1st visit only Dependent children are eligible for maternity/obstetrical benefits. 100% in office setting*	
Allergy Testing and Treatment	100% outpatient facility	80% after deductible outpatient facility
Preventive Care	100% outpatient facility	
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%	100%
Well Child Exams	100%	100%
Well Child Immunizations and Lead Screening	100%	100%
Diagnostic Procedures	100% in office or LabCorp	
Laboratory	100% in office or LabCorp 100% in outpatient facility	100% in office or LabCorp 80% after deductible outpatient facility
X-ray/Radiology Services	100% in office 100% in outpatient facility	100% in office 80% after deductible outpatient facility
CT/CTA Scans, PET Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling eviCore at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call eviCore at 1-866-969-1234 to schedule an appointment.		
Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from eviCore replace the need for a paper referral.		
Hospital Care	100% in office or LabCorp	
Inpatient Admission	\$150 copay per admission (does not apply to maternity, mental health/substance abuse or hospice)	80% after deductible
Room and Board	100%	80% after deductible
Pre-admission Testing	100%	80% after deductible
Surgery in Hospital	100%	80% after deductible
Inpatient Physician Services	100%	80% after deductible
Outpatient Department Services (Non-Surgical)	100% after \$15 copay	80% after deductible



OMNIA State Defector (with BlueCard) Cherry Hill Township Proposed Plan

Emergency Care		
	100% after \$100 facility copay (copay waived if admitted)	100% after \$100 facility copay (copay waived if admitted)
	Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.	
Emergency Room		
Ambulance	100%	100%
Outpatient Surgery		
Hospital Outpatient Surgery	\$150 copayment	80% after deductible
Surgery in an Ambulatory SurgiCenter	\$150 copayment	80% after deductible
Mental Health Services		
Inpatient	100%	80% after deductible
Outpatient Department	100% after \$15 copay	80% after deductible
Office setting	100% after \$15 copay	100% after \$30 copay
Substance Abuse Services		
Inpatient	100%	80% after deductible
Outpatient Department	100% after \$15 copay	80% after deductible
Office setting	100% after \$15 copay	100% after \$30 copay
Alcohol Abuse Services		
Inpatient	100%	80% after deductible
Outpatient Department	100% after \$15 copay	80% after deductible
Office setting	100% after \$15 copay	100% after \$30 copay
Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Horizon Behavioral Health at 1-800-676-2212.		
Other Services		
Bariatric Surgery	100%	80% after deductible
Diabetic Education	100% after office copayment	100% after office copayment
Diabetic Supplies	100%	80% after deductible
Durable Medical Equipment	100%	80% after deductible
Orthotics and Prosthetics	100% after \$5 copay	100% after \$20 copay
Home Health Care	100% after \$5 copay	100% after \$20 copay
Hospice Care	100%	100%
Infertility	100% after \$15 copay office visit 100% after \$15 copay outpatient facility	100% after \$30 copay office visit 80% after deductible in outpatient facility
Physical Rehabilitation Facility Inpatient Services	\$150 per admission	80% after deductible
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after \$5 copay 100% after \$5 copay in outpatient facility 30 visit maximum per therapy, per benefit period	100% after \$20 copay 80% after deductible in outpatient facility
Private Duty Nursing	100%	80% after deductible
Skilled Nursing Facility/Extended Care Center	\$150 per admission Limited to 100 days per benefit period	80% after deductible
Therapeutic Manipulation (Chiropractic Care)	100% after \$15 copay 25 visit maximum per benefit period	100% after \$30 copay
Adult Vision	100% after \$15 copay	100% after \$30 copay
Adult Vision Hardware	Not Covered	
Pediatric Vision and Vision Hardware	Routine Pediatric Vision Covered. Lenses and Hardware Services are covered up to \$125	
Telemedicine Services	100% after \$5 copay	
Prescription Drugs	Covered under freestanding prescription program	



OMNIA State Defector (with BlueCard) Cherry Hill Township Proposed Plan

Eligibility	Dependent children, including full-time students are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31. Please refer to your benefit booklet for further information as this benefit highlight is not an exhaustive list.
Pre-Existing Conditions	Not Applicable
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-1100 (2551) or refer to our website at www.HorizonBlue.com . <small>The OMNIA plans cover eligible expenses rendered by providers in Horizon's Managed Care network. When you utilize participating providers, you generally only pay your copayment and any applicable in-network coinsurance or deductible. No benefits are available out-of-network, except in emergent situations.</small>

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