

COLLECTIVE NEGOTIATIONS AGREEMENT

SOUTH HARRISON TOWNSHIP and P.B.A. LOCAL NO. 122

January 1, 2005 - December 31, 2007

LAUFER, KNAPP, TORZEWSKI & DALENA, L.L.C.
23 Cattano Avenue
Morristown, New Jersey 07960
(973) 285-1444

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AGREEMENT

THIS AGREEMENT made and entered into this day of May, 2005, is made by and between the Township of South Harrison, a municipal corporation of the State of New Jersey (the "Township" or the "Employer"), and the Policeman's Benevolent Association, Local No. 122 ("P.B.A. Local No. 122" or the "Association") as the collective negotiations representative for the negotiating unit consisting of all regular police officers of the South Harrison Township Police Department, excluding the Chief of Police, Special Police Officers, Probationary Police Officers, supervisors as defined in the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq. (the "Act"), and non-police personnel.

NOW, THEREFORE, in consideration of the following mutual covenants, **IT IS AGREED TO** as follows:

ARTICLE I RECOGNITION

SECTION A. The Township recognizes the Association as the sole and exclusive collective negotiations representative of police officers of the Township Police Department at the rank of Sergeant or lower who have completed their probationary period, excluding the Chief of Police, Special Police Officers, Probationary Police Officers, supervisors as defined in the Act, and non-police personnel with respect to wages, terms and conditions of employment as set forth in the Act.

ARTICLE II MANAGEMENT RIGHTS

SECTION A. The Township hereby retains and reserves unto itself, without limitation of any kind whatsoever, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including without limitation due to enumeration, the right:

1. to exercise executive management and administrative control of the Township, its Police Department and its properties and facilities and to direct the activities of its employees;
2. to hire all employees and, subject to legal requirements, to determine their qualifications and the conditions for their continued employment or their fines, suspensions, dismissals or demotions; and to assign, promote and transfer all employees and applicants for employment;
3. to suspend, demote, discharge, or take any other disciplinary action against its employees;
4. to relieve employees from duties because of a lack of work or any other reason;

5. to maintain the efficiency of the operations of the Township;
6. to determine the method, means, and personnel by which such operations are to be conducted;
7. to take any other lawful action with respect to its employees;
8. to determine the size of the workforce, and to implement layoff actions;
9. to establish, modify or change work schedules, subject to the Overtime article of this contract.

SECTION B. The exercise of the foregoing powers, rights, authority, and duties and responsibilities by the Township, the adoption of policies, rules, regulations, and practices in 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 hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

SECTION C. Nothing contained herein shall be considered to deny or restrict the Township in its rights, responsibilities and authority under the laws of the State of New Jersey or any other source of laws, national, state, county, local, or any rules and regulations thereof.

SECTION D. Nothing in this Agreement which changes pre-existing Employer policy, rules, or regulations pertaining to negotiable terms and conditions of employment shall operate retroactively unless expressly so stated. The parties agree that the police officers shall continue to serve under the directions of the Chief of Police, the Public Safety Committee, and Township Committee and in accordance with Township and administrative policies, rules, and regulations provided that the provisions of this Agreement pertaining to negotiable terms and conditions of employment shall supersede and prevail over any conflicting provisions.

SECTION E. It is understood by the parties that under the rulings of the courts of the State of New Jersey, the Township cannot waive any rights or powers granted it by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate or mean that the Township has waived rights which are expressly required to be retained by it.

SECTION F. There is in existence a set of Rules and Regulations for the operation of the Township Police Department which were adopted by resolution of the Township and amended from time-to-time. Those Rules and Regulations shall continue in full force and effect except as expressly modified by the terms of this Agreement.

SECTION G. Any alleged past practice not identified and included in this collective negotiations agreement is null and void.

ARTICLE III DUES DEDUCTION

SECTION A. Payroll deduction for dues to the Association for full-time non-probationary employees covered by this Agreement shall be made by the Township upon submission by the Association of notification from said employees authorizing the deduction of dues from their pay. The appropriate Township official shall forward said dues to the Association at regular intervals. Employees shall have the authority to withdraw authorization for dues deduction in accordance with the laws of the State of New Jersey. Any such written authorization to deduct dues may be withdrawn by the employee holding employment with the Township at any time by the filing of notice of withdrawal with the Township Clerk. Filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 immediately following the date of the withdrawal notice, whichever date occurs first.

SECTION B. The Association will provide necessary "Check-Off Authorization" forms and will secure the signatures of its members on such forms and deliver copies of the signed forms to the Township Clerk prior to any dues deduction being made.

SECTION C. The Association shall indemnify, defend, and save the Township harmless against any and all claims, demands, and suits or other forms of possible liability that might arise out of or by reason of action taken by the Township in reliance upon the Association in supplying to it information concerning the names of the employees, the amount of dues to be deducted, or any liability arising out of the use of dues after they are transmitted to the PBA.

SECTION D. Any changes in the amount of dues to be deducted during the course of this Agreement shall only be accepted by the Township when received on the letterhead of the Association and signed by the President of the Association. Said letter must specifically set forth the amount of dues to be deducted. It is expected that deductions will be made as of the pay day following 30 days after receipt of said notice.

SECTION E. The Township agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit said fees to the Association after written notice as to the amount of the fair share assessment is furnished to the Township by the Association in accordance with all of the preceding sections, including indemnification, and the laws of the State of New Jersey. The Association assumes the responsibility for acquainting the members of the negotiating unit of the implications of a representation fee. The Association also agrees to certify annually to the Township that it maintains a "demand and return" system as required by law.

ARTICLE IV GRIEVANCE PROCEDURE

1. The term "grievance" as used in this Article shall mean a dispute by a member of the negotiating unit with the Employer with respect to terms and conditions of employment covered by this Agreement, including the meaning or interpretation of any of its terms. Not included within the meaning of this Article are any disputes arising:

- a. for which a mandatory method of review is prescribed by law, or;
- b. which according to law is either beyond the scope of authority of the Township or limited to unilateral action by the Township alone, or;
- c. by reason of any negotiating unit employee not being employed or re-employed.

The following grievance procedure constitutes the sole and exclusive method for resolving grievances between the parties and shall be followed in its entirety unless any step is waived by the mutual consent of the parties in writing:

STEP ONE. The aggrieved member or members of the negotiating unit and/or a representative of P.B.A. Local No. 122 must present the grievance, in writing, within 10 calendar days of the occurrence of the event or events upon which the claim is based to the Chief of Police. Failure to file the grievance within the 10 calendar days shall be deemed an abandonment or waiver of the grievance. The grievant(s) (and if so desired and available, a representative of P.B.A. Local No. 122) shall meet with the Chief of Police within ten (10) calendar days of the filing of the grievance to informally discuss the grievance. The Chief of Police shall render his written decision within ten (10) calendar days after such discussion. Failure by the Chief of Police to render a written decision within ten (10) calendar days shall permit the grievant(s) and/or P.B.A. Local No. 122 to move to Step Two.

The written grievance shall state:

- i. the specific nature of the grievance and the contract section or clause involved;
- ii. the results of previous discussions, if any;
- iii. the date and time of submission of the grievance;
- iv. the relief sought.

STEP TWO. In the event the grievance is not resolved at Step One, the grievant(s) and/or P.B.A. Local No. 122 shall, in a signed writing, file the grievance, including all previous documents, with the Police Chief and the Township Personnel Committee within ten (10) calendar days following the conclusion of the procedures contained in Step One. The Township Personnel Committee shall meet with the

grievant(s) (and if so desired and available, a representative of P.B.A. Local No. 122) within 10 days of the filing of the grievance to discuss same. The Township Personnel Committee shall render a written decision within 15 business days from the date of the aforesaid meeting. If no written decision is rendered by the Township Personnel Committee or its designee, the grievance is deemed to be denied and the grievance may progress to Step Three.

STEP THREE. In the event the grievance is not resolved at Step Two, P.B.A. Local No. 122 shall, in a signed writing, file the grievance, including all previous documents, with the Township Committee or its designee within 15 business days following the conclusion of the procedures contained in Step Two. The Township Committee or its designee shall meet with the representative of P.B.A. Local No. 122 within 15 business days of the filing of the grievance. The Township Committee or its designee, may, in writing, render a decision within 15 business days after said meeting. If the meeting does not take place within 15 business days or if no written decision is rendered by the Township Committee or its designee within 15 business days of the meeting, the grievance is deemed to be denied and the grievance may progress to Step Four.

STEP FOUR. In the event that the grievance has not been resolved in any of the steps set forth above, the matter may be referred to arbitration. The party demanding arbitration shall by Petition seek the arbitration services of the Public Employment Relations Commission of the State of New Jersey within 10 days following the conclusion of Step Three and arbitration of the dispute will be had in accordance with the rules and regulations of that agency. The arbitrator shall have no power to alter or amend, add to or subtract from the terms of this Agreement. The decision of the appointed arbitrator shall be final and binding upon the parties each of which shall bear its own expenses for the presentation of its case. The cost of the arbitrator shall be borne equally by the parties. Only a single grievance may be submitted to arbitration at any one time unless the parties agree otherwise.

2. The time limits set forth above may be extended by the mutual consent of the parties, in writing, and such mutual consent shall not unreasonably be withheld.

3. A representative of P.B.A. Local No. 122 shall have the right to be present at all steps of the grievance process.

ARTICLE V WAGES

SECTION A. The schedule of wages for the police officers covered by this Agreement is set forth in Attachment A:

SECTION B. The above are minimum wages for the above categories. the Township Committee has the discretionary right to hire any police officer at a starting salary at any level but in no event will it exceed the highest wage of a Patrol Officer 1st.

SECTION C. The Sergeant shall receive a salary in 2005 based upon a differential of 5% above the 2005 salary received by the 1st Class Police Officer. In 2006 and 2007, the Sergeant's salary shall be increased by the negotiated percentage increases for those years, respectively.

SECTION D. The negotiated increases for the term of this contract shall be: 5% effective January 1, 2005; 4% effective January 1, 2006; and 4% effective January 1, 2007. After the application of the negotiated increases, the annual salaries at each step of the guide and for the Sergeant shall be adjusted upward so that the annual salaries for each step of the guide and for the Sergeant shall be evenly divisible by 24 pay periods.

SECTION E. Following submission of documentation by an eligible officer receiving a degree from an accredited college/university in law enforcement or an associated field, the officer will receive a one-time payment of \$200 for an Associates degree, \$400 for a Bachelors degree.

ARTICLE VI OVERTIME

SECTION A. The work week is defined as starting at 12:01 a.m. Monday morning through 12:00 midnight Sunday.

SECTION B. Authorized overtime shall be paid to full-time non-supervisory salaried Patrol Officers under conditions that are defined and authorized by the Chief of Police.

SECTION C. Overtime is defined as hours worked in a day that exceed an employee's normal regular daily shift (the minimum daily shift for overtime consideration is 8 hours) in a 24-hour period without an 8-hour break.

SECTION D. Overtime shall be calculated at 1½ times the employee's regular hourly rate. Compensatory time off in lieu of overtime pay for overtime hours worked

may be granted or mandated at the discretion of the Chief of Police. Compensatory time off shall be (a) based on a rate of time and one-half, up to a maximum cap of 40 hours accumulated per officer and (b) be determined in accordance with the Fair Labor Standards Act (FLSA) as it applies to public safety employees. Compensatory time may be used with the approval of the Chief of Police, which approval shall not be unreasonably withheld.

SECTION E. The Township may implement work schedules with 10 or 12 hour work days, provided the total number of annual work hours per officer remains unchanged.

ARTICLE VII COURT TIME

SECTION A. Police officers required to appear in court during off-duty hours as a result of actions taken on behalf of the Township in performance of their Township duties shall receive a minimum of three (3) hours overtime pay, at the rate of one and one-half times their regular hourly rate, for each such court appearance.

ARTICLE VIII CLOTHING ALLOWANCE

SECTION A. During the course of their employment, part-time and full-time police officers shall be issued, at no charge, one (1) initial and three (3) replacement sets when so determined by the Chief of Police. Employees are responsible for the fitting, repair and maintenance of their uniforms or clothing during off-duty hours.

SECTION B. Full-time police officers shall receive an annual uniform allowance in the amount of \$570.00 to cover cleaning and repair of uniforms. Such allowance shall be paid quarterly.

ARTICLE IX LONGEVITY PAY

An employee with five (5) or more years of service with the Township as a police officer will receive \$400.00 on his/her fifth anniversary date of hire as a police officer, and thereafter on every succeeding fifth anniversary date of hire, e.g., tenth, fifteen, twentieth, etc., anniversary of hire.

ARTICLE X HOLIDAYS

SECTION A. All full-time police officers shall be scheduled to work certain Holidays (as determined by the Chief of Police) in order to provide the appropriate and necessary police coverage for that particular Holiday.

SECTION B. All full-time employees shall receive holidays as listed below:

1. Paid Holidays — 12 — Except as otherwise indicated holidays that fall on a Saturday shall be designated as the preceding Friday and holidays that fall on a Sunday shall be designated as the following Monday for scheduling and pay purposes, provided, however, that the foregoing clause shall not apply if the Department institutes weekend schedules:

- a. Employee's birthday (may be taken on a date of the employee's choice but shall be reported to the Chief of Police prior to or immediately after taking same – *provided, however, that the Employee Birthday cannot be used on any of the other holidays listed in this Article*);
- b. New Year's Day (January 1)
- c. Martin Luther King's birthday
- d. President's Day (3d Monday in February)
- e. Good Friday
- f. Memorial Day
- g. 4th of July
- h. Labor Day
- i. Columbus Day
- j. Thanksgiving Day
- k. Day after Thanksgiving
- l. Christmas Day

SECTION C. Each eligible employee shall be compensated for eight (8) hours for each of the twelve (12) days as per Section B above. The eligible employee shall be paid annually in the November 30th pay period at the employee's regular rate of pay for eight (8) hours of duty per holiday even if the regular normal scheduled shift is more than eight (8) hours. This payment shall be by way a separate check from the regular wage payment. For the calendar year in which the employee is hired, he shall only be paid for the holidays occurring subsequent to his date of hire. If an employee actually works the holiday, he shall be paid at the rate of time and one-half for all time actually worked on the holiday in addition to his eight (8) hours pay for the day as set forth above.

SECTION D. The employee's birthday holiday is deemed to fall on the day the employee actually takes off for his/her birthday holiday. An employee who chooses to take his/her birthday holiday on a day other than his/her actual birthday will not receive time and one-half pay for working on his/her actual birthday.

ARTICLE XI VACATION

SECTION A. Earned Vacations. All full-time employees covered by this Agreement shall be entitled to vacation as hereinafter listed:

1. Twelve (12) months to sixty (60) months inclusive of Township service: eighty (80) working hours.
2. Sixty (60) months and one (1) day to one hundred twenty (120) months inclusive of Township service: 120 working hours.
3. One hundred twenty (120) months and one (1) day of Township service and thereafter: 128 working hours.

SECTION B. Service shall be consecutive full-time. Vacation hours cannot be carried over one calendar year to the next without prior Township Committee approval. New employees shall complete a full 12 months service before vacations can be taken but after that may take vacation anytime during the calendar year (January - December) subject to the needs of the Township.

SECTION C. All vacations must be approved by the Chief of Police, however, no more than one member of the Township Police Department, including the Chief of Police, shall be on vacation at any one time.

ARTICLE XII HEALTH BENEFITS

SECTION A. Any applicant who has successfully completed all phases of the application process and has been extended an offer of employment shall be required to pass a physical examination given by a physician selected by the Township. The offer of employment shall be conditioned upon the results of the physical examination.

SECTION B. The Township will continue to provide hospitalization as is currently provided to the employee and family (husband, wife, and minor children) when applicable including eye care coverage. Such plans, attached hereto as Attachment B, shall be paid fully by the Township and, effective January 1, 2005, shall be the same plans negotiated and provided to all other employees of the Township in effect as of the effective date of this contract, including the co-payment levels associated therewith. There shall be no decrease in the level of benefits provided by such plans even if there is a change in carrier by the Township. During the life of this contract, if there is an increase in the "co-payment" amount due from plan members, such increase shall be reimbursed to the members by the Township by way of voucher with proper verification. The Township Committee, at its discretion, may authorize reimbursement of premiums paid by the employee for his/her own private plan in place of a Township hospitalization plan. The alternate plan shall be paid for by submitted voucher supported by paid receipts submitted at least quarterly.

SECTION C. Notwithstanding the foregoing, the Township shall reimburse police officers for all increases in health insurance copayments incurred by officers during the period October-December 2004. Reimbursement shall be paid by July 1, 2005, provided proper verification of same is submitted sufficiently in advance to allow payment by that date.

ARTICLE XIII SICK LEAVE

SECTION A. Employees shall be granted up to 80 hours of paid sick leave per year, when unable to work scheduled hours due to illness or injury. Any amount of sick leave not used in any calendar year shall be accumulated from year to year but all unused sick leave shall automatically expire upon termination of employment for any reason, including but not limited to, retirement, resignation, discharge for any reason, and death, subject only to Section F, below.

SECTION B. New employees hired during the calendar year shall receive first year sick hours of:

- Hired January 1 through June 30 - 80 hours, accumulative

- Hired July 1 through December 31 - 40 hours, accumulative

SECTION C. The Township may require an employee who has been absent in excess of three (3) consecutive work days by reason of illness or injury to submit to a job-related medical examination, conducted by a physician selected by the Township, limited to determining whether the employee can perform the essential functions of the job, with or without reasonable accommodation, without causing a direct threat of harm to himself or others.

SECTION D. In any case where the Township believes that an employee has misused sick leave, the Township may require medical proof of illness of the employee and may require the employee to submit to examination by a Township designated physician.

SECTION E. If a police officer who is a member of the negotiating unit covered by this Agreement is not absent due to any illness for which he/she would be entitled to the use of sick leave for six consecutive calendar months, he/she will be entitled to have one (1) day off with pay as an extra personal day. The scheduling of all such time off with pay must be approved by the Chief of Police. An officer shall be able to earn only one extra personal day per calendar year, for a maximum of three personal days per calendar year.

SECTION F. Upon retirement in good standing, the Township shall purchase back 25% of the police officer's accrued unused sick hours at the officers' then-current salary up to a maximum payment of \$7,500.00.

ARTICLE XIV PERSONAL VEHICLE USE

Whenever an employee is required to use his or her own personal vehicle for official police business, he or she shall be reimbursed at the mileage rate of \$0.29 per mile, paid by submitted voucher, for the distance traveled to and from, in accordance with such reimbursement procedures as may be prescribed in the Township Salary Ordinance.

ARTICLE XV PERSONAL LEAVE

SECTION A. The Chief of Police shall approve two (2) days with pay (non-accumulative) for personal, legal, business, household or family matters which require the employee to be absent during a scheduled shift. The employee shall not be required to state the reason for taking such leave other than that he/she is taking it in accordance with this Article.

SECTION B. Leave in accordance with this Article shall not be granted if it is requested for a holiday.

SECTION C. Except in emergencies, all requests for leave shall be submitted in writing to the Chief of Police at least one (1) full work week prior to taking the leave.

ARTICLE XVI BEREAVEMENT LEAVE

SECTION A. In case of the death of the police officer's spouse, son or daughter, the officer shall be granted a seven (7) calendar day bereavement period. The police officer shall receive time off, without loss of pay, for all work days falling within the seven-day period beginning with the date of death of the spouse, son or daughter, and ending on the seventh (7th) calendar day following the date of death.

SECTION B. In case of the death of the police officer's mother, father, brother, sister or grandchild, the officer shall be granted three (3) days off with pay as bereavement leave.

SECTION C. In case of the death of the police officer's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents of employee and spouse, uncle, aunt, cousin, niece or nephew, the officer shall be granted the day of funeral or memorial service off without loss of pay.

ARTICLE XVII ENTIRE UNDERSTANDING/REOPENER

SECTION A. This Agreement incorporates the entire understanding of the parties on 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 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 executed this Agreement. The parties may however agree in writing to such negotiations.

ARTICLE XVIII SAVINGS CLAUSE

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

**ARTICLE XIX
OFFICIAL NOTICES**

When required under this Agreement, unless stated otherwise, official notices shall be delivered to the following address:

TO THE TOWNSHIP: Clerk
Township of South Harrison
P.O. Box 113
Harrisonville, New Jersey 08039

TO THE PBA: Mr. Timothy Hogan, Negotiator
Gloucester County PBA Local No. 122
P.O. Box 558
Woodbury, New Jersey 08096

**ARTICLE XX
PERSONAL PHONE USE**

Officers using a personal cell phone in lieu of being issued a Township cell phone, shall be reimbursed, by voucher, at the rate of \$15/month for 2005, \$20/month for 2006, and \$25/month by 2007.

**ARTICLE XXI
NONDISCRIMINATION**

The parties shall adhere to all State and federal laws prohibiting employment discrimination.

**ARTICLE XXII
MAINTENANCE OF WORK OPERATIONS**

The law of the State of New Jersey governing public sector work stoppages shall be adhered to.

**ARTICLE XXIII
TERM OF AGREEMENT**

SECTION A. This Agreement shall be effective as of January 1, 2005 and shall remain in full force and effect until December 31, 2007. Unless otherwise stated, any increases in pay and/or benefits for the contract year of 2005 will be retroactive to January 1, 2005 as to those employees who were employed by the Township as of December 20, 2004.

SECTION B. Not later than 120 days before the termination of this Agreement, the parties shall commence negotiations for an agreement for a period beyond said date of termination. In the event such negotiations may continue after December 31, 2007, the wages, terms, and conditions of this Agreement will continue in full force and effect until a new Agreement is executed by the parties.

SOUTH HARRISON TOWNSHIP

ATTEST:

By: J. McCall

Anna E. Keane
TOWNSHIP CLERK

POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL NO. 122

WITNESS:

By: [Signature]

Maria Berkett

Exhibit A

05-07 Township of South Harrison - PBA Contract

		Year 1			Year 2			Year 3			3 Yr Contract increase
		Increase =			Increase =			Increase =			
negotiated base	Round-up Delta to round	% inc round	2005 Yr-3 Sal	Round-up Delta to round	% inc round	Total % inc w/round	2006 Yr-3 Sal	Round-up Delta to round	% inc round	Total % inc w/round	2007 Yr-3 Sal
	\$10.80	0.0210%	\$51,523.00	\$2.88	0.0056%	4.0056%	\$53,592.00	\$16.32	0.0305%	4.0305%	\$56,732.00
6	\$8.00	0.0286%	\$23,000.00	\$7.68	0.0274%	4.0274%	\$26,368.00	\$10.56	0.0362%	4.0362%	\$30,332.00
5	\$0.00	0.0000%	\$3,000.00	\$0.00	0.0000%	4.0000%	\$3,200.00	\$0.00	0.0000%	4.0000%	\$3,448.00
4	\$20.00	0.0615%	\$22,520.00	\$19.20	0.0590%	4.0590%	\$24,918.00	\$14.40	0.0426%	4.0426%	\$27,206.00
3	\$4.00	0.0110%	\$38,500.00	\$3.84	0.0105%	4.0105%	\$41,968.00	\$17.28	0.0455%	4.0455%	\$45,504.00
2	\$4.00	0.0094%	\$42,500.00	\$3.84	0.0090%	4.0090%	\$46,968.00	\$7.68	0.0174%	4.0174%	\$51,984.00
1	\$16.00	0.0326%	\$49,064.00	\$4.80	0.0098%	4.0098%	\$54,048.00	\$22.08	0.0433%	4.0433%	\$59,112.00
sarg	5.00%	\$51,517.20									

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Exhibit B

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SCHEDULE OF SERVICES AND SUPPLIES**TOC 925**

THE SERVICES OR SUPPLIES COVERED UNDER THIS CONTRACT ARE SUBJECT TO ALL COPAYMENTS AND COINSURANCE AND ARE DETERMINED PER CALENDAR YEAR PER MEMBER, UNLESS OTHERWISE STATED. MAXIMUMS ONLY APPLY TO THE SPECIFIC SERVICES PROVIDED.

SERVICES**COPAYMENTS/COINSURANCE:****HOSPITAL SERVICES:****INPATIENT**

\$300 Copayment / day for a maximum of 5 days / admission. Maximum Copayment of \$3,000 / Calendar Year. Unlimited days.

OUTPATIENT

\$30 Copayment / visit

PRACTITIONER SERVICES RECEIVED AT A HOSPITAL:**INPATIENT VISIT**

\$0 Copayment

OUTPATIENT VISIT

\$30 Copayment / visit, no Copayment if any other Copayment applies

EMERGENCY ROOM

\$50 Copayment / visit /Member (credited toward Inpatient Admission if Admission occurs within 24 hours)

Note: The Emergency Room Copayment is payable in addition to the applicable Copayment and Coinsurance, if any.

SURGERY:**INPATIENT**

\$0 Copayment

OUTPATIENT

\$30 Copayment / visit

HOME HEALTH CARE

Unlimited days, if preapproved; \$0 Copayment

HOSPICE SERVICES

Unlimited days, if preapproved; \$0 Copayment

MATERNITY (PRE-NATAL CARE) \$25 Copayment for initial visit only; \$0 Copayment thereafter

NON-BIOLOGICALLY-BASED MENTAL ILLNESSES AND SUBSTANCE ABUSE:

OUTPATIENT \$30 Copayment / visit maximum 20 visits / Calendar Year

INPATIENT \$300 Copayment / day for a maximum of 5 days / admission. Maximum Copayment of \$3,000 / Calendar Year. Unlimited days.

Maximum of 30 days inpatient care/Calendar Year. Subject to Pre-Approval, unused Inpatient days may be exchanged for additional Outpatient visits, where each Inpatient day may be exchanged for two Outpatient visits.

THERAPEUTIC MANIPULATION \$30 Copayment / visit; maximum 30 visits / Calendar Year

PODIATRIC \$30 Copayment / visit (excludes Routine Foot Care)

PRE-ADMISSION TESTING \$30 Copayment / visit

PRESCRIPTION DRUG 50% Coinsurance

PRIMARY CARE PHYSICIAN SERVICES (OUTSIDE HOSPITAL) \$30 Copayment / visit

PRIMARY CARE SERVICES \$30 Copayment / visit

REHABILITATION SERVICES Subject to the Inpatient Hospital services Copayment above. The Copayment does not apply if Admission is immediately preceded by a Hospital Inpatient stay

SECOND SURGICAL OPINION \$30 Copayment / visit

SPECIALIST SERVICES \$30 Copayment / visit

SKILLED NURSING FACILITY/ EXTENDED CARE CENTER Unlimited days if preapproved; \$0 Copayment

THERAPY SERVICES

\$30 Copayment / visit

Speech and Cognitive Therapy (Combined),
Maximum 30 visits per Calendar Year

Physical and Occupational Therapy (Combined)
maximum 30 visits per Calendar Year

DIAGNOSTIC SERVICES:

INPATIENT

\$0 Copayment

OUTPATIENT

\$30 Copayment / visit

NOTE: NO SERVICES OR SUPPLIES WILL BE PROVIDED IF A MEMBER FAILS TO OBTAIN A REFERRAL FOR CARE THROUGH HIS OR HER PRIMARY CARE PHYSICIAN. READ THE MEMBER PROVISIONS CAREFULLY BEFORE OBTAINING MEDICAL CARE, SERVICES OR SUPPLIES.

REFER TO THE SECTION OF THIS CONTRACT CALLED "NON-COVERED SERVICES AND SUPPLIES" FOR A LIST OF THE SERVICES AND SUPPLIES FOR WHICH A MEMBER IS NOT ELIGIBLE FOR COVERAGE UNDER THIS CONTRACT.