

AGREEMENT BETWEEN
THE BOROUGH OF SHREWSBURY
AND
THE OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 32, A.F.L.-C.I.O.-C.L.C.

Representing The
CIVILIAN EMPLOYEES OF THE POLICE DEPARTMENT

JANUARY 1, 2011 TO December 31, 2012

THIS AGREEMENT made this _____ day of _____ 2011 by and between the **BOROUGH OF SHREWSBURY, NEW JERSEY**, hereinafter referred to as the "Employer" and **LOCAL #32 OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO** hereinafter referred to as the "Union".

WITNESSETH

WHEREAS, it is the desire of both the parties to promote and secure harmonious relations between the above named Employer and the Union and the **CIVILIAN EMPLOYEES OF THE POLICE DEPARTMENT**; and

WHEREAS, the parties have negotiated and have reached an agreement with respect to wages, hours and other terms and conditions of employment under which the **CIVILIAN EMPLOYEES OF THE POLICE DEPARTMENT** work for the Employer; and

WHEREAS; the parties desire to reduce said agreement in writing;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I
RECOGNITION

- A. The Employer herewith recognizes the Union as the sole and exclusive bargaining agent in regard to wages, hours and all other terms and conditions of employment for all its **POLICE DEPARTMENT FULL TIME CIVILIAN EMPLOYEES** and excluding all other Borough employees.

ARTICLE II
UNION SECURITY

- A. All present employees who are members of the Local Union on the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the later shall remain members of the Local Union in good standing. This membership shall not be a condition of employment.
- B. Union Membership shall be available to new employees on the same terms and conditions generally available to other members.
- C. In the event, the Employer finds it necessary to employ, additional employees, it may or may not, as it sees fit call the Union.

ARTICLE III
MANAGEMENT RIGHTS

The Employer has both the legal responsibility and the sole right to manage and conduct the municipality's business and, except as specifically limited to this Agreement, to direct the employees; to hire, promote, transfer, assign schedule, layoff and recall; to suspend, demote, discharge or take other disciplinary action for good and just cause; to control all of Employer's property. The management and direction of the workforce shall be the sole discretion and the sole responsibility of the Employer and except as otherwise provided herein, the Employer retains the sole and exclusive right to promulgate rules and regulations within applicable statutes, to direct, designate, schedule, and assign duties to the workforce, to plan, direct and control the entire operation of the POLICE DEPARTMENT, to discontinue, consolidate or reorganize any department or branch, to transfer any or all operations to any location or discontinue the same in whole or in part, to make technological improvements, to install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the workforce, or requires the assignment of additional different duties to the employees in the workforce, or causes the elimination or addition of titles or jobs, and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement, except as limited herein. All the rights, powers, discretion, authority and prerogatives possessed by the Employer prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except, as limited herein.

ARTICLE IV
PROBATIONARY PERIOD, DISCIPLINE, DISCHARGE

- A. The first six (6) months of employment of any newly hired employee shall be deemed to be probationary period during which time the terms of this Agreement shall not apply.
- B. During the probationary period, the Employer can reprimand, discipline or discharge without being challenged by the Union and there shall be no duty or responsibility on the Employer for reemployment of probationary employees if they are discharged during this probationary period.
- C. At the end of the probationary period, the employee shall be notified of permanent assignment or rejection.
- D. A probationary employee shall have no recourse to the grievance procedure and may be separated without right of appeal.

ARTICLE V
HOURS OF WORK AND OVERTIME

- A. The normal workday shall consist of eight (8) hours; the normal work period shall consist of five (5) days, forty (40) hours per work period.
- B. Time worked in excess of (8) eight hours per day or forty (40) hours per work period shall be known as "overtime". Members entitled to overtime pay shall be compensated monthly for such overtime at heir respective, then current, hourly rate, at the time and one-half (1 ½) provided that such overtime is properly submitted by Borough voucher, and has been duly approved by the Chief of Police or his designee.
- C. Effective 1-1-2009 Dispatchers schedule will change from an eight hour shift to a 12 hour shift. To be implemented and run like the Police Departments 12 hour schedule and all of the conditions already agreed upon between the PBA and Borough management. Dispatchers shall be permitted the right to change shifts with other dispatchers, provided that the dispatch services afforded the Borough is the same as if a shift change between dispatchers had not occurred and the officer in charge is notified of said shift change. Management has the same rights as they do with the PBA and this goes applies to the Kelly Days.
- D. Overtime work shall be kept to minimum, and except in cases of emergency, must be authorized in advance by Chie of Police or his designee. Overtime work shall not accumulate and must be vouchered in the month earned.
- E. The Union recognizes the Employer's need and right to require reasonable amounts of overtime.
- F. The amount of overtime and the schedule for working such overtime will be established by the Employer. The Employer agrees it will give reasonable prior notification of any scheduled overtime, exclusive of emergency situations. The Union agrees that employees will perform overtime work when requested unless excused for legitimate urgent reasons.
- G. No overtime shall be worked or paid for unless first authorized by the Shift Supervisor in charge.
- H. If a request for overtime work is made by the Officer in charge and if, in the opinion of the Officer in charge, an insufficient number of employees needed to perform the work accede to the request, then the Officer in charge may order employees to perform the overtime work.
- I. In the event an employee is called in to work on a day off, or is called to return to work after he/she has left the Borough premises, he/she shall be paid a minimum of two (2) hours pay a time and one half (1 ½) regardless of actual hours worked.
- J. The parties recognize that to maintain the current work schedule, which provides both service to the Borough and ensures the employees of receiving his or her proper amount of time off, an occasional sixth (6th) working day must be included in each employee's work week. The parties recognize that such a sixth eight (8) hour work

day shall not be at the overtime rate, that the employee shall have only four (4) days in his or her next work cycle and that the occasional sixth day requirement shall be equitably distributed among all eligible employees. The parties recognize that if the imposition of a sixth working day causes an employee to work in excess of one hundred twenty-eight (128) hours during a twenty-one (21) day work period, all hours thereafter shall be at the overtime rate.

ARTICLE VI

MISCELLANEOUS BENEFITS INCLUDING VACATIONS, LEAVES OF ABSENCE, WORKERS' COMPENSATION AND TEMPORARY DISABILITY BENEFITS

A. Employment Practices:

1. Applicants for positions available will be interviewed by the chief of Police or his designee and the Police Committee responsible for the Department, who then makes recommendations to the Personnel Committee, which then refers the recommendation to Borough council.
2. A letter of appointment to each new employee will state probation period, salary and other conditions governing his/her employment.

B. Time and Attendance:

Meal periods will be specified by the Shift Supervisor, to ensure duty stations will be covered during the meal period. The normal time allowances for meal periods is one-half hour.

Hours of duty shall be specified by the Police Chief or his/her designee and posted in a timely manner conspicuously within the Police Department.

Employees understand that no particular shift hours are guaranteed and that they shall be subject to call day or night on a rotating shift or other basis as determined by the Chief of Police.

Accurate time and attendance records will be maintained by the Police Department. The person in charge of the unit, office or activity will certify as to the accuracy of the time reports.

All Borough employees are to be at their assigned jobs ready for work as specified by the Department Supervisor, unless on vacation, leave of absence, or absent for good cause.

It is the responsibility of each employee to notify his/her Supervisor if he/she will be absent or delayed in relaying his/her assigned post.

C. Holidays

Records Clerk

Paid Holidays:	New Year's Day	Labor Day
	Martine Luther King Day	Columbus Day
	Lincoln's Birthday	Veteran's Day
	Good Friday	Thanksgiving Day
	Memorial Day	Christmas Day
	Washington's Birthday	Independence Day
	Employee's Birthday	

Dispatchers

Paid Holidays:	New Year's Day	Labor Day
	Martine Luther King Day	Columbus Day
	Lincoln's Birthday	Veteran's Day
	Good Friday	Thanksgiving Day
	Easter Sunday	Christmas Day
	Memorial Day	Washington's Birthday
	Independence Day	Employee's Birthday

Holiday Pay:

If one of the above listed holidays falls on an employee's normal day off, the employee shall voucher for one day's pay at straight time (8 hours). If the holiday is worked by an employee as a normal shift day he/she shall voucher the day (8 hours) at time and one-half (1 ½) of the employee's normal daily rate.

D. Vacations

Full time regular employees will receive vacations with pay as follows:

- a. After completion of probationary period 5 days
- b. After one year of continuous service – 10 days
- c. After seven years of continuous service – 15 days
- d. After fourteen years of continuous service – 20 days
- e. After twenty-four years of continuous service – 25 days
- f. After twenty-five years of continuous service – 30 days

All vacations must be taken during the current year and may not be accumulated and are scheduled by March 31st.

Vacation preference based upon seniority.

All vacations must be approved by the Chief of Police or his designee.

E. Personal Days:

Full-time permanent employees shall receive three personal days with pay after twelve (12) consecutive months of full-time employment. Unused personal days may not be accumulated from year to year.

Upon termination of employment, if an employee has not utilized his/her personal days, the days will be forfeited.

Requests for personal days shall be given to the Police Chief at least five (5) days prior to dates requested, except in case of an emergency.

In case of an emergency, three sick days may be converted to personal days per year. The sick day once converted to a personal day cannot be converted back into a sick day.

F. Absences:

Absences from duty are classified as illness, excused absences or vacation and will be so noted on Time Reports by the Chief of Police.

All absences on account of illness or disability shall be reported immediately to the Supervisor before start of shift.

In all cases of illness or disability, the Police Chief reserves the right to have the employee examined by a physician designated by the Borough at the expense of the Borough.

Accurate time and attendance records will be maintained by the Police Department. The person in charge of the unit shall verify as to the accuracy of the time report.

Any absence due to illness or disability in excess of three working days must be certified by a written statement from the attending physician.

Any employee absent for five (5) consecutive working days without notice of absence or permission will be considered to have resigned from his or her job not in good standing.

G. Bereavement Leave

A leave of absence for three days will be granted to a regular employee upon the death of spouse, child, mother, father, sister, brother, grandparents, grandchildren, mother-in-law and father-in-law.

H. Sick Leave with Pay

Sick leave with full pay will be granted to an employee of the Police Department who has permanent status and is employed on a full-time basis when the employee is unable to report for work for any of the following reasons:

1. Illness or accident to employee not arising out of the employee's course of employment.

2. Illness in employee's immediate family which requires attendance upon or in place of the ill member for three (3) consecutive days.
3. Attendance at a hospital by reason of an illness of any member of the employee's immediate family for three (3) consecutive days.

Any employee who, in accordance with the foregoing rules, is entitled to sick leave shall receive full pay for the time lost on account of said sickness or other disability up to a maximum period of time as follows:

- A. During the first calendar year of service, one working day for each month of employment.
- B. After the first calendar year of service, fifteen (15) working days in each calendar year of employment thereafter. Three (3) days may be converted to personal days for use in case of an emergency. Once converted, the day cannot be reconverted to a sick day.

If an employee uses none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to this credit from year to year, not to exceed 180 days.

Any employee using accrued sick leave for personal, business, vacations or an unapproved activity will be subject to disciplinary measures which may result in loss of pay and/or termination.

In all cases of illness or disability, the Borough Council reserves the right to have the employee examined by a physician designated by the Borough Council at the Borough's expense. Any absence due to illness or disability in excess of three working days must be certified by a written statement from the attending physician, at the employee's expense.

At the discretion of the Mayor and Council, sick leave may be extended for a longer period of time for any employee, but shall not exceed the limited allowed by State Law.

I. UNIFORMS

The Borough will supply uniforms to the Civilian Police Personnel with no cost to the members of the collective bargaining agreement. See Uniform Policy dated 9/1/08.

ARTICLE VII SENIORITY

- A. Seniority shall be defined as the total length of service that the employee has been employed as a full-time employee by the Borough of Shrewsbury.
- B. In the event of a layoff, the Borough's Personnel Policy "Lay-off/Recall" shall prevail. The employee with the least seniority shall be the first laid off. Upon any rehiring, the laid off employee with the greatest seniority shall be the first rehired.

ARTICLE VIII
BULLETIN BOARD

The Employer agrees to furnish for the sole use and benefit of the Union, an adequate and appropriate bulletin board in a conspicuous place at the place of business of the Employer. It shall be known or referred to as the Union bulletin board.

ARTICLE IX
SAFETY PROVISIONS AND LOST TIME PAY

- A. The Employer will make reasonable provisions to promote and enforce the safety and health of his employees and shall comply with all federal, state and local requirements for occupational safety and health. Equipment will be maintained in such a manner as to insure safe operation. The Employer will promote and enforce safety programs to safeguard the health, life and limb of its employees and maintain its equipment in such a manner as to insure safe operation. Should an employee be injured on the job and is unable to continue working as a result of the injury, they shall be paid for the entire day, provided the injury occurred in the course of employment.
- B. No employee shall lose their job as a result of any on-the-job injury sustained in the course of employment; provided, however, that the Employer may replace such injured employee if the employer determines that the position should be filled prior to the injured employee returning to the job. In the event he injured employee is physically and mentally able to perform their job after they had recovered from the injury, they shall be entitled to resume their job, provided such resumption occurs within six (6) months of the injury. In the event an injured employee wishes to resume their job, the Employer has the right to have such employee examined by a physician of its choosing and the determination of said physician as to whether the employee is physically and mentally able to perform their job shall be binding on the Employer, Employee and Union. In the event that an injured employee wished to resume their job having been determined to be physically and mentally able to do so, as provided above, and such job has been filled by the Employer, then the person with the least seniority filling the job shall be laid off or bumped to provide a job position for the returning employee.

ARTICLE X
MILITARY SERVICE

All military leave shall be as provided by law. In any event, employee upon returning from military service shall be restored to their former positions at the prevailing rate of pay, on the basis of seniority.

ARTICLE XI
MISCELLANEOUS

The Employer shall furnish and maintain for the use and benefit of all employees a time recording system and a medical kit.

ARTICLE XII
SHOP STEWARD

- A. There shall be at all times one shop steward designated by the Union and one alternate shop steward designated by the Union, authorized to act in the absence of the shop steward. All referenced herein to responsibilities and duties of the shop steward shall apply to the alternate shop steward in the absence of the shop steward.
- B. The Shop Steward or Alternate Steward shall suffer no loss of pay for the time spent during working hours in the performance of his duties, providing the Chief of Police or his designee has approved his deviation from his work in advance. The Chief of Police or his designee shall not withhold such permission unreasonably when it does not interfere with the normal routine of work. The Employer shall recognize an employee as Shop Steward only after having received written notice of his selection or designation by the Union. Under no circumstances shall the Shop Steward be discriminated against by the Employer.
- C. The authority of the Shop Steward and Alternate Shop Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
1. The investigation and presentation of grievances in accordance with provisions of this collective bargaining agreement.
 2. The collection of dues when authorized by appropriate Union action.
 3. The transmission of such messages and information which shall originate with, and are authorized by the Local union or its officers, provided such messages and information (1) have been reduced to writing; or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.
 4. The representation at the request of any employee covered hereunder, in discussion initiated by the Department Head concerning the work performance of said employee or any other matter in which an employee feels he needs such representation, subject to paragraph B above.
 5. Any abuse of the provisions of paragraph C4 above, by the Shop Steward shall, in first instance be discussed with a representative of the Union.
- D. Neither the Shop Steward nor any shop committee or group of employees covered by this Agreement is authorized to cause or engage in any strike, slow down stoppage in the place of business of the Employer nor order the discharge of any employee.
- E. The Employer and the Union recognize these limitations upon the authority of the Shop Steward and Alternate Shop Steward. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

ARTICLE XIII
CHECKOFF OF UNION DUES AND CREDIT UNION

- A. The Employer will accept a signed authorization from any employee covered by this Agreement directing the Employer to deduct from the wages of said employee the regular

monthly membership dues and initiation fee and assessment of each new member. Written notice must be sent by the Union Secretary-Treasurer to the Employer advising the Employer of the amount of the monthly union dues, initiation fee and assessment.

- B. The said deduction shall be made on the 15th and last payday of each and every month. All monies so deducted shall be remitted to the Union, together with a duplicate list of the employees whose dues, initiation fees and assessments have been deducted, by the tenth (10th) day and no later than the fifteenth (15th) day of the current month.
- C. The Employer will accept a signed authorization from any employee covered by this Agreement, directing the Employer to deduct from the wages of said employee regular weekly Credit Union deductions and remit to TRI-LINC FEDERAL CREDIT UNION, 416 Vosseller Avenue, Bound Brook, New Jersey 08805.

The Union shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to it. Neither the Employer nor any its officials and employees shall be for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union's last known address, the Employer and its officials and employees shall be released from all liability to the employees for whom deductions are made and to the Union.

ARTICLE XIV **GRIEVANCE PROCEDURE**

Section 1. Any dispute involving the interpretation or application of any of the provisions of this Agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

Step 1. Grievances should first be presented verbally to the immediate Supervisor. If the Supervisor cannot offer a solution, the grievance shall be reported to the Chief's designee to arrange a satisfactory settlement of the grievance within three days of notification of the grievance. The Chief's designee must either conclude a mutually satisfactory solution to the grievance, or failing that, must within the three days advise the employee of his inability to do so. If the grievance is not resolved under the above step, the aggrieved employee or employees must present the grievance in writing to the Police Chief through the Shop Steward within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the Police Chief within five (5) days, the grievance may be appealed to Step 2.

Step 2. If the grievance is not resolved under Step 1 hereof, the Union's Business Representative may present the written grievance as completed under Step 1 to Chief of Police or his designee within three (3) working days and arrange for a meeting for the purpose of reviewing the grievance, and the Department Head shall return its written answer to the Union within five (5) working days after receipt of grievance or meeting whichever is later.

Step 3. If the grievance is not resolved in Step 2 hereof, the Union may present the written grievance to the Police Committee. The Police Committee shall answer the grievance in writing within ten (10) calendar days after its consideration of said grievance.

Step 4. Should the Police Committee fail to conclude a mutually satisfactory solution to the grievance, the grievance shall be forwarded to the Mayor and Council for review at its next regularly scheduled meeting provided that at least ten (10) days notice be given to Mayor and Council. The Mayor and Council shall answer the grievance in writing within thirty (30) days following its next regular scheduled meeting.

Section 2. All of the time limits contained in this Article of the Agreement shall be construed as maximum periods of time and may be extended only by mutual agreement. Unless such time is extended by mutual agreement the failure of the Union and/or employees to observe the time limits herein for the presentation of a grievance shall constitute an abandonment of said grievance.

ARTICLE XV **EDUCATION**

The Employer agrees to pay for educational courses satisfactorily completed by an employee provided: (1) that any such course is job related; and (2) that attendance at any such course is approved in advance by the Borough Council. It is recognized and understood by the parties hereto that disapproval of such courses may be based on, among other things, financial considerations.

ARTICLE XVI **MODIFICATION OF AGREEMENT**

Neither the Employer nor any individual employee or group of employees shall have the right to modify or waive any of the provisions of this Agreement. The Employer will not enter into any individual agreements or arrangements with any of his employees covered by this Agreement.

Any modification must be in writing duly executed by an authorized agent of the Employer and by the President or Secretary-Treasurer of the Union. The Union may request that all negotiations for modifications be held in the presence of a Union Negotiating Committee, such committee not to exceed two (2) in number.

ARTICLE XVII **LONGEVITY PAYMENTS**

All full-time employees shall be entitled to longevity payments according to the following years of service with the Borough:

05-10 years	\$600.
10-15 years	\$1,000.
15-20 years	\$1,400.
20-25 years	\$1,800.

25-30 years

\$2,200.

All Longevity payments shall be included and considered part of the employee's base salary each year thereafter for the purpose of computing taxes and payments into any retirement system and shall be made in the same manner as prescribed for payment of salaries.

ARTICLE XVIII
FUNERAL LEAVE

In the event of a death of a fellow employee of the Police Department employees will be given time off and suffer no loss in pay to attend the funeral and/or burial services provided these employees return to work at the conclusion of the service. This provision is subject to the discretion of the Chief of Police, permitting him to have adequate coverage in the event of funeral leave.

ARTICLE XIX
AGENCY SHOP

The Borough and the Union agree that the Borough shall deduct the sum of up to 85% of the rate of the Union dues from each and every non Union Member of the bargaining unit, represented by the Union and shall remit this agency shop fee to the Union on a monthly basis no later than the 15th of each month. The Borough shall deduct 85% of the regular rate of Union dues after attaining 30 days of employment. This clause is pursuant to 34:13A-5.5 through 34:13A-5.8.

ARTICLE XX
NO STRIKE

The parties agree to settle any differences through the grievance procedure. There shall be no strikes, work stoppages, slowdowns or lockouts of any kind. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action including discharge against any employees participating in a violation of the provisions of this Article.

ARTICLE XXI
EMERGENCY CLOSING

When adverse conditions make it necessary to change working hours, or close the municipal offices, hours worked will be at the rate of time and one half (1 ½).

ARTICLE XXII
CIVILIAN EMPLOYEE MANUAL

The Union agrees that the Police Department's Civilian Employee Manual shall address any employment policy, procedure or other rule or guidance not specifically addressed in this Agreement. The Chief of Police reserves the right to update and revise this manual without prior notice.

ARTICLE XXIII
HEALTH BENEFIT INSURANCE

Each full-time employee shall be entitled to medical and dental insurance through existing insurance plans as provided by the Borough for its other full-time employees.

Each full-time employee as of January 1, 2011 shall pay 1.5% of their salary towards healthcare premiums.

Employer agrees to provide employees with a Vision Service Plan at no cost to the employees (see attached) Appendix B.

ARTICLE XXIV
LIFE INSURANCE

Each Borough employee is covered by an additional Group Life and Accidental Death and Dismemberment Insurance in the amount of \$25,000.00.

ARTICLE XXV
WAGES

See attached salary schedule Appendix A

Effective and retroactive to 1/1/11 each member of the collective bargaining agreement will have their base salary increased by 2%.

Effective 1/1/12 each member of the collective bargaining agreement will have their base salary increased by 2%.

ARTICLE XXVI
DURATION

January 1, 2011 – December 31, 2012.

**SIGNATURE PAGE
FOR
AGREEMENT BETWEEN THE BOROUGH OF SHREWSBURY
AND LOCAL #32 OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION, AFL-CIO**

Allen Byron
Allen Byron
Business Manager/Secretary Treasurer

5/23/11
Date

Sharon Castorel
Signature of Witness

5/25/11
Date

Signature of Mayor or Council President

Date

Signature of Witness

Date

APPENDIX A

SALARY GUIDE

<u>GRADE</u>	<u>2011 Salary</u>	<u>2012 Salary</u>
GRADE 1	\$48,896.59	\$49,874.52
GRADE 2	\$45,826.84	\$46,743.37
GRADE 3	\$42,791.68	\$43,647.52
GRADE 4	\$41,338.96	\$42,165.74
PROBATIONARY	\$36,816.50	\$37,552.83

APPENDIX B

UnitedHealthcare Specialty Benefits Vision

Region 4 - Colorado, Connecticut,
Nevada, New Jersey

Small Business Vision Rates (2-99 Lives)

Rates effective through December 31, 2008

- We offer an industry leading Vision guarantee policy for optical materials.
- Our networks include both private practice and retail chain providers.
- We have been providing vision care benefits for over 40 years.
- We insure more than 18 million members and contract with over 29,000 vision providers.

Vision Plan Benefits

Benefits	Network*	Out-of-Network
Eye Examination	100%	Up to \$40
Spectacle lenses		
Single vision	100%	Up to \$40
Bifocal	100%	Up to \$60
Trifocal	100%	Up to \$80
Lenticular	100%	Up to \$80
Frames	100%	Up to \$45
Elective contact lenses		
Covered-in-full contacts	100%	Up to \$105
All other elective contacts	Up to \$105	Up to \$105
Necessary contact lenses	100%	Up to \$210

* After applicable copay

UnitedHealthcare Specialty Benefits: Delivering More - for Less

Our vision plans provide customers:

- Flexibility in determining preferred funding type, plan design, copay amounts and frequency options
- Extensive national network of private practice and retail providers
- Benefits covered-in-full, for eye exams, eyeglasses, and contact lenses
- Contact lens benefit offers covered-in-full (after applicable copay) exam, fitting, contacts (including disposables), and up to two follow-up visits
- Contact lenses available from many leading manufacturers
- Spectacle lenses include standard scratch-resistant coating at no extra charge
- Discounts on mail order contacts, via convenient online shopping or toll free calls
- Access to discounted laser eye surgery procedures
- Reduced out-of-pocket expenses for non-covered options

We are committed to administrative ease providing:

- Simplified administrative platform
- Comprehensive online services
- Convenient member services

Our Packaged Savings® program allows you to buy more:

- You can receive employee savings each month if you purchase employer paid Vision, or other specialty products, along side our UnitedHealthcare medical benefit plan
- The more products purchased, the more savings received!

Packaged Savings® not available in all states.

Facts you should know about vision

Studies confirm the universal need for a comprehensive vision care program:

- More than 78% of adults in the US need prescription lenses.¹
- Nearly 90% of computer users will one day develop a vision problem related to computer use.²
- A good vision plan can save a person anywhere from 40% to 60% off the normal price of vision care and corrective eyewear.³
- An estimated \$35 billion is lost each year due to vision disorders in people over age 40, including \$8 billion from productivity losses.⁴

¹ Jobson, April 2005

² Vision Council of America, March 2004

³ Employee Benefits News, December 2004

⁴ Forbes.com, HealthDay News, December 11, 2006

UnitedHealthcare Specialty Benefits Vision

Region 4 - Colorado, Connecticut,
Nevada, New Jersey

Small Business Vision Rates (2-99 Lives)

Rates effective through December 31, 2008

Vision Rates - Region 4: Colorado, Connecticut, Nevada, New Jersey

Plan number	Plan Information			Vision Rates			
	Contribution	Exam/Lenses*/ Frames (months)	Copay	Employee	Employee+ Spouse	Employee+ Child(ren)	Employee+ Family
V0001	Employer paid	12/12/12	\$10/\$10	\$10.55	\$17.93	\$18.46	\$26.37
V0005	Voluntary	12/12/12	\$10/\$10	\$13.79	\$26.90	\$28.28	\$39.31
V0009	Buy Up	12/12/12	\$10/\$10	\$10.55	\$21.62	\$22.68	\$32.70
V0002	Employer paid	12/12/12	\$10/\$25	\$9.01	\$15.32	\$15.77	\$22.53
V0006	Voluntary	12/12/12	\$10/\$25	\$11.68	\$22.78	\$23.95	\$33.29
V0010	Buy Up	12/12/12	\$10/\$25	\$9.01	\$18.47	\$19.37	\$27.93
V0025	Employer paid	12/12/12	\$15/\$30	\$8.01	\$13.61	\$14.01	\$20.02
V0031	Voluntary	12/12/12	\$15/\$30	\$10.39	\$20.25	\$21.29	\$29.60
V0036	Buy Up	12/12/12	\$15/\$30	\$8.01	\$16.42	\$17.22	\$24.82
V0003	Employer paid	12/12/24	\$10/\$10	\$9.40	\$15.97	\$16.44	\$23.49
V0007	Voluntary	12/12/24	\$10/\$10	\$10.61	\$20.70	\$21.76	\$30.25
V0011	Buy Up	12/12/24	\$10/\$10	\$9.40	\$19.26	\$20.20	\$29.13
V0004	Employer paid	12/12/24	\$10/\$25	\$7.99	\$13.59	\$13.99	\$19.99
V0008	Voluntary	12/12/24	\$10/\$25	\$9.11	\$17.77	\$18.66	\$25.97
V0012	Buy Up	12/12/24	\$10/\$25	\$7.99	\$16.39	\$17.19	\$24.78
V0026	Employer paid	12/12/24	\$15/\$30	\$7.07	\$14.49	\$15.20	\$21.92
V0043	Voluntary	12/12/24	\$15/\$30	\$8.25	\$16.10	\$16.92	\$23.52
V0037	Buy Up	12/12/24	\$15/\$30	\$7.07	\$14.49	\$15.20	\$21.92

* Lenses or contacts may be received every 12 months, but not both.

Rate Table Key and Assumptions:

- Employer paid: 100% employer contribution / 100% participation
- Voluntary: 100% employee contribution / only 1 participant required
- Buy Up: 100% employer contribution for employee / 100% employee contribution for dependents / no participation requirement for dependents
- Rates effective 1/1-12/31/08
- 24 month rate guarantee
- Monthly premiums
- 10% level broker commission is included

Vision Rate Card for internal reference only; not to be distributed outside the company.

For group quote with additional tier structures, situs states or plan designs, please contact your UnitedHealthcare Specialty Benefits Account Executive.

The rates and benefits provided are for general information and discussion purposes only and are not valid unless approved by UnitedHealthcare Specialty Benefits. This rate quote is not an offer or guarantee of coverage. The group should not, under any circumstances, cancel its existing coverage unless and until coverage is offered by UnitedHealthcare Specialty Benefits and final rates have been accepted by and initial premium paid by the groups. Final rates are determined by UnitedHealthcare Specialty Benefits' underwriting guidelines and final enrollment. The insurance Policy, not general rates and descriptions on this rate sheet, will form the contract between the insured and the insurance company, and the Certificate of Coverage issued to the subscriber will provide the legal description of coverage.

Insurance underwritten by United HealthCare Insurance Company or its affiliates. UnitedHealthcare VisionSM benefits and administrative services provided by or through Spectra, Inc., United HealthCare Insurance Company or their affiliates. Benefits options may vary by state or group size.

