

AGREEMENT

between

THE TOWNSHIP OF PEMBERTON

and

THE COMMUNICATIONS WORKES OF AMERICA

AFL-CIO

(SUPERVISORY BARGAINING UNIT)

Period Effective: January 1, 2007 through December 31, 2011

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PREAMBLE

A. This Agreement between the Township of Pemberton, (hereinafter referred to as the Employer) and the Communications Workers of America, AFL-CIO, on behalf of CWA Local 1040 (hereinafter referred to as the Union), is the final and complete understanding between the Employer and the Union on all bargainable issues. It has as its premise the intent to promote and maintain harmonious working relationships between the Employer and its employees who are subject to this Agreement in order that more efficient and progressive public service is rendered, and to promote the resolution of disputes at the lowest possible level.

B. The Employer and the Union recognize their respective responsibilities under Federal and State laws relating to fair employment practices. The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is also agreed that verbal/physical harassment of an employee is inappropriate.

ARTICLE 1

RECOGNITION AND SCOPE

A. The Employer hereby recognizes the Union as the sole and exclusive representative for all full time and regular part time employees under this agreement for the purpose of collective negotiations pursuant to the New Jersey Employee - Employer Relations Act (N.J.S.A. 34:13A-1 et seq.), concerning wages, hours and other terms and conditions of employment in the negotiating unit described below:

1. Included: All full time and regular part time supervisory titles to include:

| | |
|----------------------------|--|
| UEZ Coordinator | Supervising Clerk Typist |
| Recreation Coordinator | Water Superintendent |
| Tenured Tax Collector | Water Supervisor |
| Supervising Mechanic | Supervisor of Buildings & Grounds |
| Public Works Supervisor | Public Works Superintendent |
| Streets & Roads Supervisor | Director of Recreation & Senior Services |
| Court Administrator | Tenured Tax Assessor |
| Construction Official | |

2. Excluded: Confidential employees, police, craft employees, casual employees and all other employees employed by the Employer.

B. Unless otherwise indicated, the terms "employee" and "employees" when used in this agreement refer to all persons represented by the Union in the above-defined bargaining unit.

C. This Article shall not preclude the addition of new titles, which shall be negotiated only as to bargaining unit placement and salary at the time the new titles are established. The content of job descriptions shall not be negotiated and shall be the Employer's prerogative in accordance with the rules promulgated by the New Jersey Department of

Personnel. Failure of the Employer and the Union to agree on the bargaining unit placement and salary for a new title shall not delay the filling of the position and the payment of the employee(s) serving therein by the Employer.

ARTICLE 2

DEFINITIONS

A. All references to employees in the Agreement designate both sexes, and whenever either gender is used, it shall be construed to include male and female employees.

B. The term "holiday" means any day so designated under the Article concerning holidays herein or a day especially designated by the Employer herein.

C. An unfair practice is any action of either party as defined in the Amendments of Chapter 303, Public Laws of New Jersey or the Laws of 1968.

D. Full Time means a minimum of Thirty Seven and One Half (37.5) hours per work week.

E. Part Time means less than Thirty Seven and One Half (37.5) hours in a work week.

F. Essential employees are determined by work duties not title. The three categories for designation of essential employees are:

Inclement Weather -Employees required to report to work when offices have been closed or have a delayed opening, due to inclement weather and/or adverse conditions. "Weather" essential employees are required to report at their regular starting time.

Business Continuity - Employees whose duties and responsibilities are essential to public health, safety or welfare. A department list of "Business Continuity" essential employees may vary based upon the length and nature of the business interruption, i.e.,

one (1) day, five (5) day, or thirty (30) day. Employees may be required to report to an alternate work location.

Homeland Security Alert System "Red" Essential - Employees critical to the delivery of key public services. Employees traveling during a "Red" alert must have credentials/letter attesting to the nature of their critical function.

ARTICLE 3

MANAGEMENT RIGHTS

It is mutually understood and agreed that the Employer retains the prerogative on management, including but not limited to the rights of hiring, suspending, disciplining or discharging for just cause, promoting, transferring and scheduling employees; to determining the standards of service to be offered by its agencies; to take necessary actions in emergencies; to determine the standards of selection for employment; to maintain the efficiency of its operations and the technology of performing its works; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations; and to determine the content of job classification, subject to any other applicable law or any specific and express provision of this agreement.

ARTICLE 4

UNION RIGHTS

A. Access to Workplace. Union representatives shall have access to employee work areas to investigate grievances and for other purposes related to Union representation. Non-employee Union representatives shall notify the Township Business Administrator and obtain permission prior to entering the premises.

B. Union Bulletin Boards. The Employer will provide a bulletin board in Township Hall to be used exclusively by the Union for notices and other information to employees. Such notices shall be signed by the Union President or his or her designee prior to posting and must be on Union letterhead. Notices of a political nature and notices disrespectful to the Township or officials of the Township shall not be posted on said bulletin boards.

C. Distribution of Union Information. Subject to Paragraph A above, Union representatives may distribute information concerning legitimate Union business during non-work time (non-working time for any employees involved).

D. New Hires. A Union Representative shall be allowed 30 minutes during the orientation of newly hired employees in bargaining unit positions to provide information regarding the Union.

E. Union Time. The Township agrees to grant a total of five (5) days off per calendar year without loss of pay, as well as five (5) unpaid days off, for use of employees, designated by the Union, to conduct any Union business. Such days shall not accumulate from year to year. Time off must be approved by the employee's supervisor. The unpaid days set forth herein must be used in full day increments for a given employee.

F. Witness Time. The Township shall grant time off without loss of pay for any employee called as a witness by and on behalf of the Township in any administrative or court hearing.

ARTICLE 5

NON-DISCRIMINATION

The Employer and the Union duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion,

sexual preference, statutorily protected handicap/disability or national origin. It is understood and agreed that any employee who feels discriminated against because of their political affiliation, union membership and/or protected union activity shall have the issue adjudicated through the applicable Merit System or PERC Process.

ARTICLE 6

NO STRIKE/NO LOCKOUT

A. During the term of this Agreement, the Union agrees that its goals and purposes are such that it does not condone strikes by bargaining unit employees or work stoppages, slowdowns, or any such actions which would interfere with service to the public or violate the constitution or laws of the State of New Jersey.

B. The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE 7

LABOR-MANAGEMENT MEETINGS

A. A committee consisting of the Employer and Union Representatives may meet for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise therefrom. For the purpose of this Agreement, these meetings, which shall not exceed four (4) per year except upon mutual consent, are intended as a means of fostering good and sound employment relations through communications between the parties.

B. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

C. A maximum of two (2) employee representatives of the Union may attend such meeting and if held during regular work hours, they shall be granted time to attend without loss of pay. In addition, the Local and/or International Union Representative may attend.

ARTICLE 8

DUES AND REPRESENTATION FEES

A. The Employer agrees to deduct the Union dues from the salaries of its employees, subject to this Agreement, such as deductions shall be made in compliance with N.J.S.A. 34:13A-1 et. seq. and members shall be eligible to withdraw such authority during January and July of each year as prescribed by law.

B. The deduction of full dues shall be made only for each employee who individually requests, in writing, that such deductions be made.

C. The Employer further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by the Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee up to 85% of the Union dues, as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee. However, in the event of rehire, such dues shall commence after thirty (30) days of rehire.

D. The amounts to be deducted shall be certified to the Employer by the Union and aggregate deduction of all employees shall be remitted to the Union, c/o Communications Workers of America, Secretary/Treasurer, 501 Third Street, NW, Washington, DC 20001-2797 by the tenth (10th) day of the month following the calendar month in which said deductions are made, together with a list of names, and the amount of the deduction.

E. COPE DEDUCTIONS: Committee of Political Education - when authorized by the employee.

F. CREDIT UNION DEDUCTIONS: When authorized by the employee.

G. The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, demand, suits or other forms of liability that may arise out of or by reason of action taken by the Employer in reliance upon official notification on the letterhead of the Union of such deductions.

ARTICLE 9

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any appropriate member of Administration, and having the grievance adjusted without the intervention of the Union.

B. DEFINITIONS. The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Employer, which shall be processed up to

and including the Township Council, and shall hereinafter be referred to as a "non-contractual grievance."

C. PRESENTATION OF A GRIEVANCE

The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and Union Shop Steward who is an employee of the Township throughout the grievance procedure. It is understood and agreed that if available, private space shall be provided by the Employer for the prior discussion of a grievance.

STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. All scheduled meetings and/or hearing dates shall be mutually agreed upon by both the employer and the union. Any failure of the Township to respond to a grievance within the timeframes associated with the particular step shall constitute a denial of the grievance effective the last day for responding.

Step 1

1. The grievant shall institute action under the provisions hereof in writing, signed and delivered to the Mayor or his/her designee within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance.

2. The Mayor or his/her designee shall render a decision in writing within ten (10) working days after receipt of the grievance, unless mitigating circumstances prevent it.

3. It is understood and agreed that a Supervisor cannot act in the capacity of Supervisor and Shop Steward in Step 1 of the grievance procedure.

Step 2

1. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Township Council within ten (10) working days following the determination at Step 1, or the date in which said determination was due.

2. The Township Council or subcommittee thereof has up to Twenty (20) working days after the receipt of the written and signed complaint to convene a Grievance Hearing. The grievant may be represented by an employee who is the Shop Steward and/or a Local Union Representative.

3. The Township Council or subcommittee thereof shall render its decision within twenty (20) working days after the conclusion of the Grievance Hearing.

Step 3

1. Any unresolved contractual grievance (as defined in B.1, Definitions above) except matters involving appointment, promotion, or assignment or matters within the exclusive province of Civil Service, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within thirty (30) calendar days after receipt of the Council's decision.

The grievant may be represented by the Local Union Representative or the International Union Representative, or both. A minority organization shall not present or process grievances.

2. Nothing in this Agreement shall be construed as compelling to the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

3. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available the individual shall present his/her complaint to Civil Service directly, except where there is a right under the law to elect between Civil Service appeal and the grievance procedure, the grievant may make such an election. Once the grievant makes the selection of procedure, such selection shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

4. The arbitrator shall be selected from a list by agreement between the parties on a case by case basis as follows:

- (a) By selection from the panel of arbitrators maintained by the Public Employment Relations Commission, or
- (b) By selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.

5. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing. No more than One (1) grievance may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.

6. The decision or award of the arbitrator shall be final and binding on the Employer, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

7. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority. The arbitrator shall not have authority to prescribe a monetary award as a penalty for violation of this Agreement.

8. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement.

9. The costs of the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

10. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

11. The arbitrator shall hold a hearing at the time and place convenient to the parties as expeditiously as possible after his/her selection and shall issue his/her decision within thirty (30) days after the close of the hearing.

12. Grievance resolutions or decisions at Step 1 through 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the

right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

ARTICLE 10

DISCIPLINE

A. An appeal of disciplinary action shall be initiated within ten (10) calendar days from receipt of the Preliminary Notice and shall be filed with the Personnel Officer of Employer designee. A hearing shall convene within Twenty (20) calendar days of receipt of the appeal. The employee who is the subject of discipline shall be represented by the Local and/or International Union Representative. A decision shall be rendered by the Employer within Twenty (20) calendar days at the conclusion of the hearing.

B. Discipline of an employee shall be imposed only for just cause in accordance with Civil Service Rules and Regulations. The Employer will discipline employees in such a manner so as to not unduly embarrass the employee in front of the public or other employees.

C. No anonymous document or complaint, unless the allegations contained therein are verified by independent investigation, shall be used or made against any employee.

D. Employees who have not completed the working test period and are subjected to disciplinary action shall have the right to grieve the matter up to a Step One grievance determination, but not to arbitration.

E. Discipline shall only be imposed on an employee for just cause and shall be progressive; however, it is understood that progressive discipline includes the concept that more serious offenses may merit more severe penalties.

F. The Employer shall provide a copy of any Preliminary Notice of Disciplinary Action or Notice of Minor Disciplinary Action to the employee and a union steward and a copy shall be sent to the Local Union office simultaneously.

G. Major disciplinary actions are defined as suspension or fine of more than five (5) days at one time; calendar year or suspensions or fines which in the aggregate are more than fifteen (15) days pay in one calendar year; demotion; discharge. Fines may only be used in accordance with decisions of the New Jersey Department of Personnel.

H. Minor disciplinary actions are defined as suspension of one (1) through five (5) days; fines of up to five (5) days pay; official written reprimands.

I. Appeal procedures for permanent career service employees (including provisional or probationary employees), shall be to the Merit System Board, New Jersey State Department of Personnel, pursuant to Civil Service Rules. Such appeal must be received by the Merit System Board within twenty (20) calendar days after the date of the receipt of the decision rendered by the Employer. The Merit System Board's rules and law promulgated thereunder shall govern the disposition of such a request or petition. Discipline and appeals for the Construction Official, Tax Collector and Tax Assessor who have a specific statutory tenure or appeals procedure other than Civil Service shall be conducted pursuant to such statutory procedure rather than any procedure set forth in this agreement.

ARTICLE 11

CIVIL SERVICE RULES

The Administrative and Procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein

contained. It is explicitly understood that certain job titles may not fall under civil service protection.

ARTICLE 12

PROMOTION

A. Promotion qualifications and procedures for permanent career service employees are governed by the Department of Personnel pursuant to Statute and Rules Regulations promulgated thereunder. It is explicitly understood that some job titles may not be subject to civil service rules and procedures.

B. Promotion means a title change with an increase in salary or a title change with a decrease in hours worked but salary stays the same.

C. Upon promotion of a permanent employee, all sick leave, vacation and administrative leave balances shall be retained by the employees.

D. Upon promotion, an employee shall be informed of his/her new rate of compensation at least one (1) week in advance of the effective date.

E. Pursuant to the requirements of the Department of Personnel, provisional promotional appointments shall be made only in cases of emergency or when no complete employment list exists. Where such appointments are made, the Department of Personnel will take the necessary steps to promulgate a list appropriate to the position in keeping with its rules and regulations as soon as possible. If requested by the Union, but not more frequently than quarterly, the Employer agrees to provide a list of then current provisional appointments.

F. When an employee is given an opportunity on a trial or provisional basis to qualify for promotion by serving in a new classification, his/her permanency in his/her regular permanent job classification shall be continued during such trial or provisional period and he/she

shall have the opportunity to return to such permanent classification in the event the promotional opportunity shall not become permanent provided, there is no discharge action for cause.

ARTICLE 13

JOB POSTING

The Township shall post employment announcements pertaining to newly created positions and vacancies on an official Employment Announcement bulletin board located in the Municipal Building, 500 Pemberton - Browns Mills Road. A copy of each employment notice shall also be provided to CWA Local 1040's shop steward. The posting of employment announcements on the official Employment Announcement bulletin board shall occur no later than the date on which the Township commences the recruitment process. Current employees who submit an employment application no later than the closing date will not be unreasonably denied the opportunity to be interviewed by the appointing authority or the appointing authority's designee. The Township will notify CWA Local 1040's shop steward of appointments to newly created positions and vacancies.

ARTICLE 14

SENIORITY

A. In all cases of promotions, demotions, layoffs, recalls, vacation schedules and choice of shifts, or other preference; e.g., equipment, training, etc., the employee with the greatest amount of seniority shall be given consideration provided that the employee has the requisite ability and qualifications. In the case of a dispute regarding this paragraph, written justification may be requested.

B. Under the terms of this contract, unless regulated by the New Jersey Department of Personnel, the term "seniority," for the purpose of contract-related issues, means the greater length of service that one employee has over another employee starting with his/her date of hire.

C. The following shall constitute a break of service for purposes of seniority; resignation, separation for just cause, retirement, RIF if not recalled in twelve (12) months, failure to report after leave or acceptance of other employment while on leave.

ARTICLE 15

SUBCONTRACTING OF WORK

The Employer shall notify the Union of any instances of subcontracting, and meet and discuss same, whenever it becomes apparent that a layoff or job displacement of unit members may result.

ARTICLE 16

LAYOFF AND RECALL

Layoffs and Recalls shall be conducted in accordance with the regulations of the New Jersey Department of Personnel (N.J.A.C. 4:8). When it is necessary to have a layoff or a reduction in force (RIF), the union shall be notified as far in advance as possible or at least when the State is notified. All layoff and RIF notices given to employees shall be copied to the local union.

ARTICLE 17

SALARIES

A. Existing Employees

The salaries for the current bargaining unit employees will be in accordance with the salary schedule as listed in Appendix 1 of this agreement.

B. New Hires

The salaries for bargaining unit employees hired after January 1, 2009 will be in accordance with the salary schedule listed in Appendix 2 of this agreement. The Township shall have discretion to place new hires on any step on the guide for the position for the applicable year.

Employees promoted into a bargaining unit position shall be initially placed on the New Hire step guide for the applicable year as follows: the employee shall be placed no lower than the step which is at least equal to the employee's salary immediately prior to his or her promotion, but in no event lower than step 3 of the guide.

ARTICLE 18

LONGEVITY

A. For the term of this Agreement, all full-time permanent employees, in addition to their annual salaries, shall be paid the specified percentages of longevity as follows:

1. After five (5) continuous years of service = 4%
2. After ten (10) continuous years of service = 6%
3. After fifteen (15) continuous years of service = 8%

ARTICLE 19

HOURS OF WORK

A. The normal work week for employees covered by this Agreement shall be Monday through Friday, with the normal hours of work being 8:00 a.m. to 4:30 p.m., with the exception that the normal work hours for public works employees shall be 7:00 a.m. to 3:30 p.m.

B. It is the expectation of the parties that the employees covered by this Agreement shall generally be present during the normal work days during the applicable normal work hours;

however, the parties recognize that these employees are salaried exempt employees whose work shall often require work outside of the normal work hours.

C. It is also the expectation of the parties that employees are generally entitled to take a lunch break of up to one hour; however, the parties recognize that due to job responsibilities, employees may be required to curtail or skip lunch, depending on the circumstances. Employees may also take occasional breaks during work hours.

ARTICLE 20

OUT OF TITLE WORK

A. Assignments of employees to a higher job title because of a position vacancy due to extended leave for reasons such as disability, leave of absence, or termination shall be compensated at a rate of pay which would be equal to the rate the employee would receive if he or she were promoted to the higher job title, when such assignment in a particular position is made for more than fifteen (15) consecutive regular work days. After a job vacancy exists for more than fifteen (15) consecutive regular work days, the employee assigned to that position shall receive the applicable higher rate of pay retroactive to the commencement of the assignment.

B. This provision is not applicable to temporary assignments caused by vacations, holidays, personal days or short-term illnesses of less than or equal to fifteen (15) consecutive regular work days. It is not the Township's intention to rotate such assignments solely for the purpose of circumventing this benefit.

C. Assignments of out-of-title work shall be made at the discretion of the Township Business Administrator, or the Township Business Administrator's designee.

D. For the purposes of this Article, a higher job title shall be defined as a job title with a higher maximum base rate of pay than the employee's regular job title.

ARTICLE 21

FLEX TIME

Flex time may be granted for hours worked outside of the normal work hours, with prior approval from the Administrator or his/her designee.

ARTICLE 22

TRAVEL AND MEAL ALLOWANCE

A. Mileage Reimbursement. An employee required to use his or her own personal vehicle for Township business (which shall not include the mileage associated with the employee's normal commute) shall be reimbursed at the standard IRS Mileage Reimbursement Rate applicable at the time of travel.

B. Meals During Emergency Overtime. The Township shall provide each employee who is required to work on an emergency basis with a meal allowance of not more than ten (\$10.00) dollars unless a meal in lieu of a meal allowance is provided. An employee shall be entitled to the aforementioned meal during the emergency at the end of four (4) hours of continuous work outside the employee's normal work day if such work assignment shall be for a duration of five (5) or more hours. No hours of work performed at home shall be considered under this provision.

ARTICLE 23

HOLIDAYS

A. All employees covered under this Agreement shall celebrate the following paid observed holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Easter Monday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day

1. Holidays that fall on Saturday shall be celebrated on the preceding Friday.

Holidays that fall on Sunday shall be celebrated on the following Monday.

2. Any employee who is required to work on a holiday shall receive premium pay at one and one-half times the employee's regular hourly rate of pay (regular rate to equal annual salary divided by 2080) in addition to the employee's regular pay at straight time for the holiday.

3. In order to qualify for holiday pay, employees must work their scheduled workdays immediately preceding and immediately following the holiday or holiday weekends unless on a scheduled or vacation day or is excused by the Mayor or Business Administrator. Employees who are on a leave of absence without pay will not be eligible for holiday pay.

4. Holiday premium pay referred to in subparagraph B of this Article shall not be included in calculation of payments to the retirement system, nor be considered as part of base salary.

ARTICLE 24

VACATIONS

- A. The number of years of service to the Township for purposes of vacations will be determined as of January 1st of each year. Vacation during the first and last years of service will be prorated based on service from/through the date of appointment/date of termination.

B. All employees shall be granted annual vacation leave based upon the following schedule:

| <u>Years of Service</u> | <u>Annual Vacation Hours Earned</u> |
|---|-------------------------------------|
| Date of hire through the third (3 rd) year of service | 12 vacation days |
| Beginning of fourth (4 th) year through tenth (10 th) year of service | 15 vacation days |
| Beginning of eleventh (11 th) year through fifteenth year of service | 20 vacation days |
| Over fifteen (15) years service | 25 vacation days |

C. Vacation leave shall be scheduled for the mutual convenience of the Township and its employees. Vacation shall be scheduled with the approval of the Department Head or, for Department Heads, with the approval of the Township Business Administrator, so as not to interfere with the efficient operation of the Department.

D. If in any calendar year vacation leave is not used, the unused vacation leave for that year shall be used during the next succeeding year only.

E. Vacation time may be used in whole or half day increments.

ARTICLE 25

SICK LEAVE

A. Sick leave shall be defined as an absence of an employee from post or duty because of personal illness or injury, exposure to contagious disease, care, for a reasonable period of time, of a seriously ill member of the employee's immediate family, and death in the employee's immediate family, for a reasonable period of time.

1. Immediate family means an employee's spouse, civil union partner, domestic partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

B. Permanent full-time employees shall accrue sick leave on the basis of eight (8) hours per month during the remainder of the first calendar year of employment after initial appointment and one hundred twenty (120) hours in every calendar year thereafter. Permanent part-time employees shall receive sick leave on a prorated basis.

C. Employees covered under this Agreement have the option of indefinitely accumulating sick leave or, in any given year, requesting payment for any unused sick leave for that year only up to a maximum of 50% (i.e., sixty (60) hours) of that year's sick leave at the employee's rate of pay as of the previous July 1st. Payment under this provision shall be made by the last pay in November of each year. However, employees must notify the Township that they are electing to receive payment under this provision, in writing, no later than November 1st of each year with the amount of sick leave eligible for payment to be determined as of that date. Furthermore, in order to qualify for payment, an employee must maintain a bank of at least one hundred twenty (120) sick leave hours, not including the hours sought for reimbursement.

D. Verification of Sick Leave.

1. An employee who has been absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

2. An employee who has been absent on sick leave for periods totaling more than one hundred twenty (120) hours in one calendar year consisting of periods of not less than five (5) days shall have his or her sick leave record reviewed by the appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness of a chronic or recurring nature causes recurring absences of

one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

3. The appointing authority may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

- (a) In case of leave of absence due to exposure to a contagious disease, a certification from the Department of Health shall be required.
- (b) The appointing authority may require an employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined, at the expense of the agency, by a physician designated by the appointing authority.
- (c) Such examination shall establish whether the employee is capable of performing his or her normal duties and his or her return will not jeopardize the health of other employees.

E. Sick leave may be run concurrently with any leave under the Family and Medical Leave Act or the New Jersey Family Leave Act, at the choice of either the Township or the employee.

F. Upon termination in good standing or retirement, an employee is entitled to be reimbursed for fifty (50%) percent of his or her accumulated sick leave up to a maximum of \$5,000. However, any employee who, as of December 18, 2003, accumulated more than \$10,000 in sick leave time may be reimbursed for fifty (50%) percent of his or her accumulated sick leave up to a maximum of \$10,000.

G. Sick leave is permitted to be used in one hour increments. Use of sick leave is permitted for medical, dental or eye examinations for employees and members of their immediate family.

ARTICLE 26

PERSONAL LEAVE

The Township shall permit all employees covered by this Agreement to take up to three (3) personal days per year with pay. Employees shall be allowed to request the use of personal days at any time so long as the scheduling of such leave shall not interfere with the efficient operation of the employee's respective department. The approval of personal leave time shall not be unreasonably denied. Personal leave time shall not accrue from year to year. Any personal leave time not used by an employee by December 31st shall be forfeited and shall not be compensated for by the Township.

ARTICLE 27

BEREAVEMENT LEAVE

A. In the event of the death of a member of employee's immediate family, the employee shall, upon request, be granted up to three (3) consecutive days of paid bereavement leave, to be taken at or near the time of death. Immediate family is defined as spouse, child, step-child, legal ward, legal guardian, grandchild, parent, grandparent, parent-in-law, sibling, or step-parent. Up to two additional days of leave for travel time may be granted at the discretion of the Mayor. Proof of death and family relationship may be required at the discretion of the Township.

B. Unused bereavement leave has no cash-out value at any time and cannot be saved or accumulated.

ARTICLE 28

JURY DUTY/WITNESS LEAVE

Employees covered under this Agreement shall be permitted leave, with pay, when summoned for jury duty or when they are subpoenaed by a Court to appear as a witness in a legal matter except where the employee is a party to the litigation. A written request for such leave shall be given by the employee to his/her immediate supervisor at least two (2) weeks in advance. If an employee is subpoenaed as a witness in a Court proceeding, forty-eight (48) hours prior to the hearing, a copy of the subpoena shall be given to his/her immediate supervisor, and the employee shall be granted leave with pay to attend the Court proceeding.

ARTICLE 29

MATERNITY AND PATERNITY LEAVE

Maternity and Paternity Leave shall be governed by the applicable New Jersey and Federal laws including the Family Leave Act, N.J.S.A. 34:11B-1, et seq., and the Family and Medical Leave Act, 29 U.S.C. Sec. 2601, et seq., as each may be applicable, and subject to the provisions of Article 30, (FMLA) and Article 31 (NJFLA).

ARTICLE 30

FAMILY AND MEDICAL LEAVE ACT ("FMLA")

A. Pursuant to federal Family and Medical Leave Act ("FMLA"), employees who have worked for the Township for at least twelve (12) months and for at least 1,250 base hours during the twelve (12) month period preceding the leave shall be eligible to receive an unpaid leave of absence for a period not to exceed twelve (12) weeks in a "rolling" twelve (12) month period measured backward from the date the employee uses any leave under the FMLA.

B. Such leave may be taken only for the birth of a child of the employee, the placement for adoption of a child with an employee or the serious health condition of a family member of the employee, or the employee's own serious health condition, as set forth and defined in the FMLA and its implementing regulations. An employee taking leave due to their own serious health condition or to care for a family member with a serious health condition may take such leave on a consecutive basis, or when medically necessary, on a reduced leave schedule or intermittently. An employee taking leave for the birth or adoption of a child may take a reduced leave schedule or intermittent leave only at the discretion of the Township and such leave must begin within one (1) year of the birth or adoption.

C. Where an employee takes leave for a situation covered under both the FMLA and the NJFLA, statutory leave time under both laws will run concurrently.

D. Employees shall provide prior notice of any request for FMLA leave, as required by the FMLA and its implementing regulations. As permitted by the Act, the Township may require that the employee provide a certification of a health care provider to ensure eligibility for the leave, as well as any second or third opinions, recertifications and return to work fitness for duty certifications.

E. Employees may be required to exhaust accrued paid sick time during FMLA leave.

F. This Article and the terms used herein are intended to be defined and interpreted consistent with the FMLA and its implementing regulations. The Township and employees shall have all other rights and obligations set forth in the FMLA and its implementing regulations and the Township may adopt policies consistent therewith.

G. In addition, employees shall have access to the supplementary income benefit, which shall run concurrently.

ARTICLE 31

NEW JERSEY FAMILY LEAVE ACT ("NJFLA")

A. Pursuant to the New Jersey Family Leave Act (N.J.S.A. 34:11B-1 et seq.) ("NJFLA"), employees who have worked for the Township for at least twelve (12) months and for at least 1,000 base hours during the twelve (12) month period preceding the leave shall be eligible to receive an unpaid leave of absence for a period not to exceed twelve (12) weeks in a "rolling" twenty-four (24) month period measured backward from the date the employee uses any leave under the Act.

B. Such leave may be taken only for the birth of a child of the employee. The placement for adoption of a child with an employee or the serious health condition of a family member of the employee, as set forth and defined in the NJFLA and its implementing regulations. An employee taking leave to care for a family member with a serious health condition may take such leave on a consecutive basis, or when medically necessary, on a reduced leave schedule or intermittently.

An employee taking leave for the birth or adoption of a child may take a reduced leave schedule or intermittent leave only at the discretion of the Township and such leave must begin within one (1) year of the birth or adoption.

C. Where an employee takes leave for a situation covered under both the NJFLA and the federal Family and Medical Leave Act ("FMLA"), statutory leave time under both laws will run concurrently.

D. Employees shall provide prior notice of any request for NJFLA leave, as required by the Act and its implementing regulations. As permitted by the Act, the Township may require that the employee provide a certification of a health care provider to ensure eligibility for the leave, as well as second or third opinions, recertifications and return to work fitness for duty certifications.

E. Employees may be required to exhaust accrued paid sick time during NJFLA leave.

F. This Article and the terms used herein are intended to be defined and interpreted consistent with the NJFLA and its implementing regulations. The Township and employees shall have all other rights and obligations set forth in the NJFLA and its implementing regulations and the Township may adopt policies consistent therewith.

G. In addition, employees shall have access to the supplementary income benefit, which shall run concurrently.

ARTICLE 32

BEEPERS/CELL PHONES

The Township shall maintain and provide a beeper or cell phone to employees required to regularly work outside of Township offices. The Township shall annually set a list of employees subject to this provision, to be negotiated with the Union prior to finalization.

ARTICLE 33

SAFETY AND HEALTH

A. The Employer shall, at all times, maintain safe and healthful working conditions for its employees and will provide employees with appropriate safety devices, which may be

available upon request to the Employer. When such materials are issued, it is the employee's obligation to use them.

B. The Employer shall provide employees with protective wearing apparel to include eye, ear, head, foot and body protection, tools and other appropriate safety devices, which may be available upon request. When such materials are issued, it is the employee's obligation to use them. Tools, when issued by the Employer for use on the job, shall remain with the employee regardless of location or project assigned. All tools issued to employees become his/her responsibility and must be returned to the Employer.

C. The Employer and the Union agree to designate a member each to meet periodically to review unsafe and unhealthful conditions, the availability of appropriate safety devices and to make recommendations to either or both parties as a Management/CWA Safety Committee. It shall be the joint responsibility of the Committee to investigate and correct unsafe and unhealthful conditions. Upon receipt of a complaint, the Employee Union Committee member shall be permitted reasonable opportunity to visit the work area of the Employer's facilities for the purpose of investigating safety and health conditions during work hours with no loss of pay, having cleared his/her absence with the supervisor

ARTICLE 34

RETIREE HEALTH BENEFITS

The Township will assume the cost of health benefits coverage and pay all premiums for employees who have retired after twenty-five (25) years or more of service credit in the State of New Jersey Public Employees Retirement System (PERS) and a period of continuous service of 25 years with Pemberton Township at the time of retirement at the Single level of coverage. Retirees will receive the same health benefits and under the same terms and conditions as current

active employees. On and after January 1, 2009, a retired employee may purchase coverage for his or her spouse or civil union partner under the Township's Plan provided that the retiree pays the difference between the premium for Single coverage and the premium for Husband/Wife coverage.

ARTICLE 35

EDUCATIONAL TUITION REIMBURSEMENT

A. Subject to the conditions set forth in this Article, tuition shall be reimbursed by the Township for College level courses and educational training courses in which the employee maintains a "B" or better average or a passing grade for those courses which are required to be graded "Pass/Fail." All courses for which reimbursement may be made must be approved by the Mayor or Business Administrator in advance and must either be directly related to the current work responsibilities of the employee or be taken as part of a required curriculum leading to a degree directly related to the current work responsibilities of the employee. At the discretion of the Mayor or Business Administrator, reimbursement for courses directly related to a foreseeable need of the Township or taken as part of a required curriculum leading to a degree directly related to a foreseeable need of the Township, may be approved.

B. Approval for each course for which reimbursement is sought must be obtained prior to the commencement of the course.

C. Upon successful completion of the college level course and educational training courses approved pursuant to Section A, and upon presentation of appropriate verification, the Township will reimburse the employee for the cost of required books purchased for those courses.

ARTICLE 36

PRINTING AGREEMENT

A. Within thirty (30) days after the end of negotiations the typing of proof copy shall be completed by the designated party. Following thirty (30) days thereafter, both parties will have completed the proof reading. Upon mutual agreement to the accuracy of its content, the parties will sign the contract.

B. Within thirty (30) days after the signing of this Agreement, the Union will reproduce this agreement in sufficient quantities so that each employee shall receive a copy, and so that there are sufficient, additional copies for distribution to employees hired during the term of this Agreement and for additional copies to the Employer. The Union shall distribute such copies of the Agreement to all employees in the unit and to the Employer within a reasonable period of time after the Agreement has been executed.

ARTICLE 37

EFFECT OF LAW

A. **LEGISLATIVE ACTION.** If any provisions of this Agreement require adoption or modification or require the appropriation of funds for their implementation, it is hereby understood and agreed that such, provisions shall become effective only after the necessary action or the rule modification is enacted, and that the parties may jointly seek, if feasible, the enactment of such action or rule modification.

B. **SAVING CLAUSE.** If any provision of this Agreement shall conflict with any Federal or State Law or regulation, that specific provision of the Agreement shall be deemed amended or nullified to conform to such. The other provisions of this Agreement shall not be

affected thereby and shall continue in full force and effect. Upon request of either party, the Employer and the Union agree to meet and renegotiate any provision so affected.

ARTICLE 38

PERSONNEL FILE

A. Upon request and with reasonable notice, an employee shall have the opportunity to review and examine pertinent documents including those related to performance evaluation and conduct in his/her personnel history file or in any official permanent supplementary personnel file. The Employer shall honor the request of such employee for copies of documents in the file. The Employer shall have the right to have such review and examination take place in the presence of an appropriate official of the agency or department in question. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him/her. Such response will be included in the relevant permanent history file or official permanent supplementary file and will be attached to and retained with the document in question.

B. No document of anonymous origin, unless verified, shall be used against any employee.

C. Copies of any written documents specifically related to discipline or the work performance of an employee which is relied upon by the Employer during any disciplinary proceedings, grievance hearing, or in any final evaluation report, will be given to the employee upon his/her request.

D. A copy of specific written material which is derogatory or adverse to an employee and is in the possession of the Employer or its representatives, and which, has not been previously transmitted to the employee, shall be provided to the employee when such written

material is to be relied upon in any adverse personnel action resulting in disciplinary proceedings, or in any evaluation report rendered under a performance evaluation program, and a reasonable time provided for response.

E. 1. Upon completion of 12 consecutive months without repeat incidents and in conjunction with a satisfactory or better performance evaluation, all prior minor disciplinary actions, as defined by the Department of Personnel, but not including any suspension without pay, will be removed from the employee's personnel file as well as any official supplementary personnel files.

2. Upon completion of 48 consecutive months without repeat incidents and in conjunction with a satisfactory or better performance evaluations, all prior minor disciplinary actions, suspensions without pay of five days or less, will be removed from the employee's personnel file as well as any official supplementary personnel files.

ARTICLE 39

UNIFORM ALLOWANCE

A. Upon initial placement in a position covered by this Agreement, each employee assigned to the Department of Public Works and Water Department, shall be provided five (5) industrial uniforms. A uniform shall consist of one (1) shirt, one (1) sweatshirt, and one (1) pair of pants. In addition to the shirt and pants, each employee shall receive one (1) winter jacket and foul weather gear as is necessary and required by the Township. Once an employee has received said uniforms, the Township shall replace said uniforms on a "wear-and-tear" basis. In this regard, the employee must bring to the Department Head or his or her immediate supervisor the article of clothing sought to be replaced in order for the Township to determine whether or not the item shall be replaced.

B. The Township will reimburse employees up to \$100.00 per year for boots during the term of this contract. Employees must bring old boots to their Department Head or immediate supervisor to determine whether the boots should be replaced. This provision shall apply only to employees assigned to the Department of Public Works, Water Department, and Inspections.

C. The Township shall pay to all employees covered under this Agreement an annual clothing allowance in the amount of one hundred twenty-five (\$125.00) dollars in 2007; and commencing January 1, 2008, in the amount of one hundred fifty (\$150.00) dollars; and commencing January 1, 2009, and thereafter, in the amount of two hundred (\$200.00) dollars. The aforesaid annual clothing allowance shall be paid to the employees covered by this agreement by the last pay in November of each year. This clothing allowance shall be prorated on a monthly basis so that if an employee terminates his or her employment with the Township for any reason during the year, the employee shall receive only the amount of clothing allowance payable for the month(s) during which the employee worked for the Township.

ARTICLE 40

RESIDENCY REQUIREMENTS

All employees hired must be a resident at the time of hire and must remain a resident for at least ten (10) years prior to being allowed to relocate outside the Township, unless otherwise waived pursuant to the provisions of Title 11A of the Revised statutes (Civil Service).

ARTICLE 41

HEALTH AND WELFARE

A. The Township shall continue to provide major medical, hospitalization, and prescription drug insurance benefits. The Township shall have the right, as its discretion, to

administer the health insurance benefits through a self-insurance plan, third-party insurer, or by any combination of self-insurance and third-party insurance so long as substantially equivalent benefits are provided. The level of benefits in place after the Township exercises its option to implement the attached benefits summary (attached at Appendix 3), to be more fully set forth in the summary plan description required by law, shall establish prospectively the threshold for benefits when applying the "substantially equivalent" analysis set forth in this paragraph.

B. For changes in health benefits other than those benefits contemplated by the attached benefits summary and the summary plan description, the Township shall advise the CWA in advance of any changes becoming effective. In the event the Union does not agree that the proposed plan provides for substantially equivalent benefits, the parties agree to meet and discuss the proposed changes.

C. The Township may, at its option, implement the attached benefits summary, to be more fully set forth in the summary plan description required by law, on or after January 1, 2009.

D. To the extent that any benefits or terms and conditions contained in the plan description that is in effect prior to January 1, 2009 (or such date on which the Township implements the attached benefits summary) are not expressly changed by the attached summary of benefits, those benefits or terms and conditions shall be incorporated into the new summary plan description.

E. The Township agrees to secure a plan of dental insurance to cover all eligible services which will provide benefits prescribed for the employees covered by this Agreement and that employee's family in accordance with the attached summary of benefits.

F. A disability income policy will be provided to all full time permanent employees. The weekly benefits under this policy will be no less than 66 2/3% of an employee's base

earnings, up to a maximum of \$502.00 per week available after the 15th day of disability (accident induced) and the 15th day of illness up to a maximum of 26 weeks.

G. The Township will pay up to one-hundred dollars (\$100.00) per year per family member for an eye exam or prescription glasses. "Family" includes the employee, employee's spouse and dependant children only.

H. The Township agrees to allow any employee who is eligible for other healthcare coverage to waive coverage under the municipalities plan to which the Employee is entitled by virtue of employment with the municipality. The waiver shall be in such form as the municipality shall prescribe and shall be filed with the municipality. In consideration of the filing of such waiver, the Township will increase from the annual waiver payment \$1,500.00 to \$3,000.00 effective January 1, 2009. In the event that the Township becomes fully insured and pays a premium, the Township will pay to the Employee annually an amount of \$3,000.00 or 40% of the amount, whichever is greater, saved by the municipality because of the Employee's waiver of coverage. An employee who waives coverage will be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered thru the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rated basis, any amount received which represents an advance payment for the period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the municipality in such a form as the municipality shall prescribe, that the waiver is revoked. The Union acknowledges that the decision of the Township to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process in accordance with N.J.S.A. 40A:10-17.1.

I. The Union acknowledges that employees who are married and both employed by the Township shall not be entitled to the waiver payment because the plan requires that married employees be covered under one type of coverage (e.g., Husband/Wife; Family).

J. Benefits upon retirement. The Township will assume the cost of health benefits coverage and pay all premiums for employees who have retired after twenty-five (25) years or more of service credit in the State of New Jersey Public Employees Retirement System (PERS) and a period of continuous service of twenty-five (25) years with Pemberton Township at time of retirement at the Single level of coverage. Retirees will receive the same health benefits under the same terms and conditions as current active employees. On or after January 1, 2009, provided that the Township is fully insured, and paying a premium, a retired employee may purchase coverage for his or her spouse or civil union partner under the Townships plan provided that the retiree pays the difference between the premium for Single coverage and the premium for Husband/Wife coverage.

ARTICLE 42

DURATION OF AGREEMENT

This agreement shall be in full force and effect as of January 1, 2007 through December 31, 2011, or until a new agreement is executed. This Agreement shall be subject to renegotiation by both parties under the terms and conditions as specified by the State of New Jersey Public Employment Relations Commission.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Township of Pemberton and the Union have caused this Agreement to be signed by their duly authorized representatives.

For the Township of Pemberton

Diana A. Patricia
Mayor *Cosio*, DEPTM

For the Communications Workers of America, AFL-CIO, Local 1040

Carolyn G. Wade, Pres
Paula Hooko
Valeriana R. Taylor
Christina Young
Thomas M. ...
Victor S. Waller, U.S.A. Nat'l Rep.

APPENDIX ONE

**PEMBERTON TOWNSHIP SALARY SCALE
EMPLOYEES HIRED BEFORE JANUARY 1, 2009**

| Position | 2008 | 2009 | 2010 | 2011 |
|--------------------------------------|-------------|-------------|-------------|-------------|
| Recreation Coordinator | 37,312 | 38,804 | 40,356 | 41,970 |
| Building & Grounds Supervisor | 49,455 | 52,966 | 54,640 | 56,312 |
| Supervising Mechanic | 49,469 | 52,981 | 54,655 | 56,327 |
| Municipal Court Administrator | 53,277 | 55,520 | 57,763 | 60,004 |
| UEZ Coordinator | 55,317 | 57,530 | 59,831 | 62,224 |
| Water Supervisor | 55,501 | 57,721 | 60,030 | 62,431 |
| Supervisor of Public Works | 55,938 | 60,620 | 64,039 | 67,459 |
| Supervising Clerk Typist | 60,600 | 63,024 | 65,545 | 68,167 |
| Construction Official | 61,902 | 64,378 | 66,953 | 69,631 |
| Dir. of Recreation & Senior Services | 61,596 | 67,380 | 70,911 | 74,371 |
| Water Superintendent | 63,502 | 68,119 | 71,226 | 74,374 |
| Superintendent Public Works | 66,116 | 68,761 | 71,511 | 74,371 |

APPENDIX TWO

EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2009

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|--------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| 2009 | | | | | | | | | | |
| Recreation Coordinator | 38,804 | 39,882 | 40,960 | 42,038 | 43,116 | 44,193 | 45,271 | 46,349 | 47,427 | 48,505 |
| Building & Grounds Supervisor | 39,048 | 40,494 | 41,941 | 43,387 | 44,833 | 46,279 | 47,726 | 49,172 | 50,618 | 52,064 |
| Supervising Mechanic | 39,059 | 40,505 | 41,952 | 43,398 | 44,845 | 46,292 | 47,738 | 49,185 | 50,631 | 52,078 |
| Municipal Court Administrator | 41,608 | 43,149 | 44,690 | 46,231 | 47,772 | 49,314 | 50,855 | 52,396 | 53,937 | 55,478 |
| UEZ Coordinator | 43,148 | 44,746 | 46,344 | 47,942 | 49,540 | 51,138 | 52,736 | 54,334 | 55,932 | 57,530 |
| Water Supervisor | 43,291 | 44,895 | 46,498 | 48,101 | 49,705 | 51,308 | 52,912 | 54,515 | 56,118 | 57,722 |
| Supervisor of Public Works | 46,778 | 48,510 | 50,243 | 51,975 | 53,708 | 55,440 | 57,173 | 58,905 | 60,638 | 62,370 |
| Supervising Clerk Typist | 47,269 | 49,019 | 50,770 | 52,521 | 54,272 | 56,022 | 57,773 | 59,524 | 61,274 | 63,025 |
| Construction Official | 48,284 | 50,072 | 51,860 | 53,649 | 55,437 | 57,225 | 59,014 | 60,802 | 62,590 | 64,379 |
| Dir. of Recreation & Senior Services | 51,571 | 53,481 | 55,391 | 57,301 | 59,211 | 61,121 | 63,031 | 64,941 | 66,851 | 68,761 |
| Water Superintendent | 51,571 | 53,481 | 55,391 | 57,301 | 59,211 | 61,121 | 63,031 | 64,941 | 66,851 | 68,761 |
| Superintendent Public Works | 51,571 | 53,481 | 55,391 | 57,301 | 59,211 | 61,121 | 63,031 | 64,941 | 66,851 | 68,761 |

Appendix Two (Continued)

| 2010 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|--------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Recreation Coordinator | 40,356 | 41,477 | 42,598 | 43,719 | 44,840 | 45,961 | 47,082 | 48,203 | 49,324 | 50,445 |
| Building & Grounds Supervisor | 40,610 | 42,114 | 43,618 | 45,122 | 46,626 | 48,130 | 49,635 | 51,139 | 52,643 | 54,147 |
| Supervising Mechanic | 40,621 | 42,125 | 43,630 | 45,134 | 46,639 | 48,143 | 49,648 | 51,152 | 52,657 | 54,161 |
| Municipal Court Administrator | 43,273 | 44,875 | 46,478 | 48,081 | 49,683 | 51,286 | 52,889 | 54,491 | 56,094 | 57,697 |
| UEZ Coordinator | 44,874 | 46,536 | 48,198 | 49,860 | 51,522 | 53,184 | 54,846 | 56,508 | 58,170 | 59,831 |
| Water Supervisor | 45,023 | 46,690 | 48,358 | 50,025 | 51,693 | 53,360 | 55,028 | 56,696 | 58,363 | 60,031 |
| Supervisor of Public Works | 48,649 | 50,451 | 52,253 | 54,054 | 55,856 | 57,658 | 59,460 | 61,262 | 63,063 | 64,865 |
| Supervising Clerk Typist | 49,159 | 50,980 | 52,801 | 54,622 | 56,442 | 58,263 | 60,084 | 61,905 | 63,725 | 65,546 |
| Construction Official | 50,215 | 52,075 | 53,935 | 55,795 | 57,655 | 59,514 | 61,374 | 63,234 | 65,094 | 66,954 |
| Dir. of Recreation & Senior Services | 53,634 | 55,620 | 57,606 | 59,593 | 61,579 | 63,566 | 65,552 | 67,539 | 69,525 | 71,511 |
| Water Superintendent | 53,634 | 55,620 | 57,606 | 59,593 | 61,579 | 63,566 | 65,552 | 67,539 | 69,525 | 71,511 |
| Superintendent Public Works | 53,634 | 55,620 | 57,606 | 59,593 | 61,579 | 63,566 | 65,552 | 67,539 | 69,525 | 71,511 |

Appendix Two (Continued)

| 2011 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|--------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| Recreation Coordinator | 41,970 | 43,136 | 44,302 | 45,468 | 46,634 | 47,800 | 48,965 | 50,131 | 51,297 | 52,463 |
| Building & Grounds Supervisor | 42,235 | 43,799 | 45,363 | 46,927 | 48,491 | 50,056 | 51,620 | 53,184 | 54,748 | 56,313 |
| Supervising Mechanic | 42,246 | 43,810 | 45,375 | 46,940 | 48,504 | 50,069 | 51,634 | 53,198 | 54,763 | 56,328 |
| Municipal Court Administrator | 45,004 | 46,670 | 48,337 | 50,004 | 51,671 | 53,338 | 55,004 | 56,671 | 58,338 | 60,005 |
| UEZ Coordinator | 46,669 | 48,397 | 50,125 | 51,854 | 53,582 | 55,311 | 57,039 | 58,768 | 60,496 | 62,225 |
| Water Supervisor | 46,824 | 48,558 | 50,292 | 52,026 | 53,761 | 55,495 | 57,229 | 58,963 | 60,698 | 62,432 |
| Supervisor of Public Works | 50,595 | 52,469 | 54,343 | 56,217 | 58,090 | 59,964 | 61,838 | 63,712 | 65,586 | 67,460 |
| Supervising Clerk Typist | 51,126 | 53,019 | 54,913 | 56,807 | 58,700 | 60,594 | 62,487 | 64,381 | 66,274 | 68,168 |
| Construction Official | 52,224 | 54,158 | 56,092 | 58,027 | 59,961 | 61,895 | 63,829 | 65,763 | 67,698 | 69,632 |
| Dir. of Recreation & Senior Services | 55,779 | 57,845 | 59,911 | 61,977 | 64,042 | 66,108 | 68,174 | 70,240 | 72,306 | 74,372 |
| Water Superintendent | 55,779 | 57,845 | 59,911 | 61,977 | 64,042 | 66,108 | 68,174 | 70,240 | 72,306 | 74,372 |
| Superintendent Public Works | 55,779 | 57,845 | 59,911 | 61,977 | 64,042 | 66,108 | 68,174 | 70,240 | 72,306 | 74,372 |

APPENDIX 3

Health Plan Summary Documents

PEMBERTON TOWNSHIP
SUMMARY OF BENEFITS **EFFECTIVE DATE: On or after January 1, 2009**

| | In-Network | Out-of-Network Benefits | Remarks Special Instructions, Limitations, etc. |
|---|------------------|-------------------------|--|
| MAJOR MEDICAL DEDUCTIBLE | | | |
| Per Person | \$0 | \$250/yr | |
| Maximum per Family | \$0 | \$500/yr | 2 persons must satisfy |
| OUT-OF-POCKET MAXIMUM | | | |
| Per Person | \$400 | \$1000/yr | |
| Maximum per Family | \$1,000 | \$2000/yr | 2 persons must satisfy |
| Hospital (Facilities) Inpatient | | | |
| Major Medical Deductible | \$0 | \$250/yr | PCP Referral required |
| Copayment/Coinsurance | 100% | 80% | |
| Hospital (Facilities) Outpatient | | | |
| Emergency Room (Emergency) | | | |
| Major Medical Deductible | \$0 | \$0 | |
| Copayment/Coinsurance | \$25 copay 100% | \$25 copay 100% | |
| Emergency Room Physician (Emergency) | | | |
| Major Medical Deductible | \$0 | \$0 | |
| Copayment/Coinsurance | 100% | 100% | |
| Emergency Room (Non Emergency) | | | |
| Major Medical Deductible | \$0 | Not Covered | |
| Copayment/Coinsurance | \$100 copay 100% | | |
| Emergency Room Physician (Non Emergency) | | | |
| Major Medical Deductible | \$0 | Not Covered | |
| Copayment/Coinsurance | 100% | | |
| Ambulatory Surgery | | | |
| Major Medical Deductible | \$0 | \$250/yr | |
| Copayment/Coinsurance | \$100 copay 100% | 80% | |
| Other Facilities (Freestanding) | | | |
| Surgicenter | | | |
| Major Medical Deductible | \$0 | \$250/yr | |
| Copayment/Coinsurance | 100% | 80% | |
| Skilled Nursing/Rehabilitation | | | |
| Major Medical Deductible | \$0 | \$250/yr | 60 day calendar year = c/y |
| Copayment/Coinsurance | 100% | 80% | |
| Other Facilities (freestanding) cont. | | | |
| Birth Centers | | | |
| Major Medical Deductible | \$0 | \$250/yr | |

PEMBERTON TOWNSHIP
SUMMARY OF BENEFITS **EFFECTIVE DATE: On or after January 1, 2009**

| | In-Network | Out-of-Network Benefits | Remarks Special Instructions, Limitations, etc. |
|--|---|-------------------------|---|
| Copayment/Coinsurance | 100% | 80% | |
| Urgent Care Center | | | |
| Major Medical Deductible | \$0 | \$250/yr | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Hospice | | | |
| Major Medical Deductible | \$0 | \$250/yr | 6 Months Lifetime Maximum |
| Copayment/Coinsurance | 100% | 80% | |
| Diagnostic X-ray/Testing | Separate Per Provider Per day copay | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Diagnostic Lab | Separate Per Provider Per day | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Hospital Services - Other | | | |
| Diagnostic X-ray/Testing (Inpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Diagnostic Lab (Inpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Diagnostic X-ray/Testing (Outpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 90% | 80% | |
| Diagnostic Lab (Outpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 90% | 80% | |
| Hospital Services - Other Cont. | | | |
| Pre Admission Testing | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |

PEMBERTON TOWNSHIP
SUMMARY OF BENEFITS **EFFECTIVE DATE: On or after January 1, 2009**

| | In-Network | Out-of-Network Benefits | Remarks Special Instructions, Limitations, etc. |
|-------------------------------------|----------------|-------------------------|---|
| Physician Services | | | |
| Primary Care Physician (Inpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Primary Care Physician (Outpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Primary Care Physician (Office) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Consultation (Inpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Specialists (Inpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Specialists (Outpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Specialists (Office) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Second Surgical Opinion | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Surgery (Inpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Physician Services (cont.) | | | |
| Surgery (Outpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Surgery (Freestanding) | | | |
| Major Medical Deductible | \$0 | \$250 | |

PEMBERTON TOWNSHIP
SUMMARY OF BENEFITS **EFFECTIVE DATE: On or after January 1, 2009**

| | In-Network | Out-of-Network Benefits | Remarks Special Instructions, Limitations, etc. |
|--|---|-------------------------|--|
| Copayment/Coinsurance | 100% | 80% | |
| Surgery (Office) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Assistant Surgeon (Inpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Assistant Surgeon (Outpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Anesthesia (Inpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Anesthesia (Outpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Skilled Nursing Visit (Physician) | | | |
| Major Medical Deductible | \$0 | \$250 | 60 visits c/y |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Diagnostic X-ray/Testing (Office) | | | |
| | Separate \$5 copay per Provider Per day | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Diagnostic Lab (Office) | | | |
| | Separate \$5 copay per Provider Per day | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Mental/Nervous | | | |
| Inpatient | | | |
| Major Medical Deductible | \$0 | \$250 | Maximum combined in-patient and out-patient, in-network and out-of-network |
| Copayment/Coinsurance | 100% | 80% | |
| Calendar Year Maximum | 35 days c/y | | |
| Lifetime Maximum | N/A | N/A | |
| Outpatient | | | |
| Major Medical Deductible | \$0 | \$250 | |

PEMBERTON TOWNSHIP
SUMMARY OF BENEFITS **EFFECTIVE DATE: On or after January 1, 2009**

| | In-Network | Out-of-Network Benefits | Remarks Special Instructions, Limitations, etc. |
|---------------------------|-----------------------------------|-------------------------|--|
| Copayment/Coinsurance | \$5 copay 100% for every visit | 80% | |
| Calendar Year Maximum | 20 visits c/y | | |
| Lifetime Maximum | N/A | | |
| Substance Abuse | | | |
| Inpatient | | | Lifetime Maximum Combined In Patient & Out Patient In Network & Out of Network |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Calendar Year Maximum | 35 days c/y | | |
| Lifetime Maximum | \$50,000 | | |
| Outpatient | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% for every visit | 80% | |
| Calendar Year Maximum | 20 visits c/y | | |
| Lifetime Maximum Combined | \$50,000 | | |
| Well Care | | | |
| Well Child Care | | | Combined \$500 c/y |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Immunizations (Children) | | | Combined \$500 c/y |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Immunizations (Adults) | | | Combined \$500 c/y |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Well Care cont. | | | |
| Routine Physical | | | Combined \$500 c/y |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Routine Gyn Exam | | | Combined \$500 c/y |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |

PEMBERTON TOWNSHIP
SUMMARY OF BENEFITS **EFFECTIVE DATE: On or after January 1, 2009**

| | In-Network | Out-of-Network Benefits | Remarks Special Instructions, Limitations, etc. |
|--|-------------------------------------|-------------------------|---|
| Routine Pap Smear | | | |
| Major Medical Deductible | \$0 | \$250 | Combined \$500 c/y |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Routine Mammogram | | | |
| Major Medical Deductible | \$0 | \$250 | Combined \$500 c/y |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Prostate Exam | | | |
| Major Medical Deductible | \$0 | \$250 | Combined \$500 c/y |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Prostate Screening | | | |
| Major Medical Deductible | \$0 | \$250 | Combined \$500 c/y |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Diagnostic X-ray/Testing (Outpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | Combined \$500 c/y |
| Copayment/Coinsurance | 90% | 80% | |
| Diagnostic Lab (Outpatient) | | | |
| Major Medical Deductible | \$0 | \$250 | Combined \$500 c/y |
| Copayment/Coinsurance | 90% | 80% | |
| Diagnostic X-ray/Testing (Freestanding) | | | |
| Major Medical Deductible | \$0 | \$250 | Combined \$500 c/y |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| | Separate copay per provider per day | | |
| Well Care Clinic | | | |
| Diagnostic lab (Freestanding) | | | |
| Major Medical Deductible | \$0 | \$250 | Combined \$500 c/y |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| | Separate copay per provider per day | | |
| Diagnostic X-ray/Testing (Office) | | | |
| Major Medical Deductible | \$0 | \$250 | Combined \$500 c/y |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| | Separate copay per provider per day | | |
| Diagnostic lab (Office) | | | |
| Major Medical Deductible | \$0 | \$250 | Combined |

PEMBERTON TOWNSHIP
SUMMARY OF BENEFITS **EFFECTIVE DATE: On or after January 1, 2009**

| | In-Network | Out-of-Network Benefits | Remarks Special Instructions, Limitations, etc. |
|----------------------------------|-------------------------------------|-----------------------------|---|
| Copayment/Coinsurance | \$5 copay 100% | 80% | \$500 c/y |
| | Separate copay per provider per day | | |
| Other Services | | | |
| Ambulance | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Chiropractic | | | |
| Major Medical Deductible | \$0 | \$250 | 26 visits c/y |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Durable Medical Equipment | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Medical Supplies | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Home Health Care | | | |
| Major Medical Deductible | \$0 | \$250 | 60 visits c/y |
| Copayment/Coinsurance | 100% | 80% | |
| Private Nursing | | | |
| Major Medical Deductible | \$0 | \$250 | 30 visits c/y |
| Copayment/Coinsurance | 100% | 80% | |
| Bereavement Counseling | | | |
| Major Medical Deductible | Included in Hospice Benefit | Included in Hospice Benefit | |
| Copayment/Coinsurance | | | |
| Respite Care | | | |
| Major Medical Deductible | Included in Hospice Benefit | Included in Hospice Benefit | |
| Copayment/Coinsurance | | | |
| Other Services Cont. | | | |
| TMJ | | | |
| Major Medical Deductible | Not Covered | Not Covered | |
| Copayment/Coinsurance | | | |
| Infertility | | | |
| Major Medical Deductible | Not covered | Not covered | |
| Copayment/Coinsurance | | | |
| Cardiac Rehabilitation | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |

PEMBERTON TOWNSHIP
SUMMARY OF BENEFITS **EFFECTIVE DATE: On or after January 1, 2009**

| | In-Network | Out-of-Network Benefits | Remarks Special Instructions, Limitations, etc. |
|--|----------------|-------------------------|---|
| Physical Therapy | | | |
| Major Medical Deductible | \$0 | \$250 | 30 visits c/y |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Occupational Therapy | | | |
| Major Medical Deductible | \$0 | \$250 | 30 visits c/y |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Speech Therapy (Restorative only) | | | |
| Major Medical Deductible | \$0 | \$250 | 30 visits c/y |
| Copayment/Coinsurance | \$5 copay 100% | 80% | |
| Speech Therapy (Non Restorative) | | | |
| Major Medical Deductible | Not Covered | Not Covered | |
| Copayment/Coinsurance | | | |
| Chemotherapy | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Radiation Therapy | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Dialysis | | | |
| Major Medical Deductible | \$0 | \$250 | |
| Copayment/Coinsurance | 100% | 80% | |
| Routine Vision | | | |
| Vision Exam | | | |
| Major Medical Deductible | \$0 | | 1 visit Annually |
| Copayment/Coinsurance | \$5 copay 100% | | |
| Vision Hardware | | | |
| Major Medical Deductible | \$0 | | • \$100 maximum Every 2 years |
| Copayment/Coinsurance | 100% | | |
| | | | |
| | | | |
| | | | |

PEMBERTON TOWNSHIP
SUMMARY OF BENEFITS **EFFECTIVE DATE: On or after January 1, 2009**

| | In-Network | Out-of-Network Benefits | Remarks Special Instructions, Limitations, etc. |
|----------------------|---------------|-------------------------|---|
| | | | |
| Dental | | | |
| Dental Deductible | \$0 | | |
| Preventive Services | 100% of R & C | | \$2000 Calendar Year Max |
| Basic | 80% of R&C | | |
| Major | 70% of R&C | | |
| Denture replacement | 50% of R&C | | |
| Orthodontia Services | 70% of R&C | | \$2500 Lifetime Maximum |
| | | | |

PEMBERTON TOWNSHIP
SUMMARY OF BENEFITS EFFECTIVE DATE: On or after January 1, 2009

LIMITING AGE DEPENDENT CHILD:

Non-student – To age 23

Full-time student – N/A

COORDINATION OF BENEFITS: Normal liability

TIMELY FILING: 6 months

APPEAL FILING LIMITATION: 6 months TO

TOTAL LIFETIME PLAN MAXIMUM \$5,000,000

PRE-CERTIFICATION PENALTY 100%

WAITING PERIOD: 1st of month after 90 days of employment for probationary ("working test period") employees; 1st of month after month of hire for employees who are not subject to a probationary period.

PRE-EXISTING CONDITION DEFINITION/LIMITATION: A Pre-existing Condition is any Sickness or Injury, regardless of its cause, for which medical advice, diagnosis, care or treatment was recommended or received within the 3 month period ending on the Covered Person's Enrollment Date. However, a Pre-existing Condition exclusion cannot apply to: (1) a pregnancy; or (2) a newborn, an adopted child under age 18, or a child placed for adoption under age 18, if the child becomes covered with 30 days of birth, adoption or placement for adoption. (Note that this exception does not apply if the child has a break in prior coverage of 63 or more consecutive days).

A Pre-existing Condition is covered only if: The expense is incurred after the Covered Person has been covered under the Plan for at least twelve (12) consecutive months.

AUTOMOBILE INSURANCE: Primary

PRE-CERTIFICATION:

Pre-certification does not guarantee payment or benefit eligibility. Final determination for payment of benefits and/or benefit eligibility is the responsibility of the plan administrator.

STANDARD PRE-CERTIFICATION LIST

Pre-certification is required for the conditions and procedures listed below. Please call (800) 272-5995.

If medical care is received and you or one of your dependents fails to request a pre-certification authorization for any of the conditions and procedures listed, *benefits will be reduced as described in the Summary of Benefits section*, unless (for all treatment procedures), it is demonstrated that a medical emergency existed and the treatment could not be delayed for the time necessary to obtain a pre-certification authorization. However, approval must be obtained as soon as reasonably possible. No benefits will be payable for confinement, treatment, or service that is not for Medically Necessary Care.

- | | |
|----------------------------------|------------------------------------|
| ALL HOSPITAL ADMISSIONS | ALL SAME DAY SURGERY |
| CARDIOVASCULAR CONDITIONS | GASTROINTESTINAL CONDITIONS |
| Carotid endarterectomy | Cholecystectomy |
| Coronary angiography | Colonoscopy |
| | Gastric surgery for obesity |

PEMBERTON TOWNSHIP

SUMMARY OF BENEFITS

EFFECTIVE DATE: On or after January 1, 2009

Coronary artery bypass surgery
Heart transplant
Heart-lung transplant
Angioplasty (PTCA)

Hemorrhoidectomy
Lipectomy
Liver transplant
Pancreas transplant
Upper gastrointestinal endoscopy
ERCP

GYNECOLOGIC CONDITIONS

Dilation/Curettage
Endometrial Ablation
Hysterectomy
Hysteroscopy
Laparoscopy
Mammoplasty
Myomectomy

OPHTHALMOLOGIC CONDITIONS

Blepharoplasty

ORTHOPEDIC CONDITIONS

Bunionectomy
Carpal tunnel release
Knee arthroscopy
Laminectomy
Spinal fusion

OTOLARYNGOLOGIC CONDITIONS

Adenoidectomy
Rhinoplasty
Septoplasty
Tonsillectomy
Tympanotomy tube insertion

URINARY CONDITIONS

Cystoscopy

IMAGING-LUMBOSACRAL SPINE

CAT Scan
MRI
Myelogram

OTHER CONDITIONS

Durable Medical Equipment
Home Care Services
Home IV Therapy
IV Antibiotics for Lyme Disease
Mandibular Surgery

MATERNITY MUST BE PRE-CERTIFIED WITHIN 30 DAYS OF DIAGNOSIS OF PREGNANCY, AND AGAIN WITHIN 12 HOURS OF DELIVERY.

Failure to pre-certify will result in a 100% penalty (you will not be reimbursed for expenses). If you have any doubt as to whether pre-certification is needed, make the call.

PRESCRIPTION DRUG COVERAGE

| | |
|--------------------------------|----------------------------------|
| <u>Pharmacy:</u> 30 day supply | <u>Mail Order:</u> 90 day supply |
| Generic: \$5 | \$5 |
| Preferred: \$10 | \$15 |
| Non-Formulary: \$25 | \$35 |

Certain drugs may require pre-certification.

PEMBERTON TOWNSHIP
SUMMARY OF BENEFITS EFFECTIVE DATE: On or after January 1, 2009

**** No referrals needed for in-network specialists**

***** Co-pay of \$5 to increase to \$10 for specialists on January 1, 2011 and to \$15 on December 31, 2011.**

****** Effective December 31, 2011, the health benefits plan of this bargaining unit shall be equal to the new health benefits plan of the local PBA bargaining unit that is effective prior to December 31, 2009.**

******* Payroll deduction to be phased out effective January 1, 2011 when higher copay for specialists becomes effective.**