

A G R E E M E N T

BETWEEN

**TOWNSHIP OF ROBBINSVILLE
MERCER COUNTY**

AND

**WASHINGTON TOWNSHIP
PATROLMEN'S BENEVOLENT ASSOCIATION, INC.
LOCAL 344**

JANUARY 1, 2009 THROUGH DECEMBER 31, 2011

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ARTICLE I

INTERPRETATION AND RECOGNITION

A. RECOGNITION OF BARGAINING UNIT

1. The Employer hereby recognizes the New Jersey Patrolmen's Benevolent Association, Inc., Local 344 as the sole and exclusive negotiating agent and representative of all the Employees in the bargaining unit as defined immediately below, for the purposes of collective bargaining, settlement of grievances, rates of pay, hours of work, fringe benefits, working conditions, safety of equipment and all other related matters.

2. The bargaining unit shall consist of all police officers in the Division of Police of the Township of Robbinsville.

ARTICLE III
RIGHTS OF THE PARTIES

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

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees within the Division of Police, Department of Public Safety;
3. To suspend, demote, discharge or take other disciplinary action for just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the provisions of this Agreement and only to the extent such provisions hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township its powers, rights, authority, duties and responsibilities under R.S. 40 and 40A or any other federal, state, county laws or local ordinances.

ARTICLE VI

SICK LEAVE AND WORKER'S COMPENSATION

Sick leave shall mean paid leave to employees when they are unable to perform their work by reason of personal illness, accident, or to attend to a member of the immediate family who is seriously ill or requires their presence, or to keep doctor appointments which could not be scheduled after working hours.

Sick leave shall be available to full-time employees and to part-time employees on a pro-rated basis.

Paid sick leave shall accrue on the basis of eight (8) hours per full month worked during the remainder of the first calendar year of employment after initial appointment, and one hundred twenty (120) hours earned at ten (10) hours per full month worked every calendar year thereafter. Any amount of paid sick leave not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed. Sick time will be credited to all employees on January 1 of each calendar year. All used, but unearned, sick time must be repaid at time of termination.

All employees having a balance of eighty (80) hours unused, earned sick hours of their allotted one hundred twenty (120) hours sick time for that calendar year, will have the option during the middle of December to "buy back" forty (40) hours of those hours for compensation from the Township. Those employees not electing to buy back their hours would then be permitted to accumulate sick hours.

A Medical Release Statement is to be submitted to the Employee's supervisor for review before the employee returns to work in the following situations:

1. Three or more consecutive workdays of absence due to illness or injury;
2. In all cases of work-related injury when the employee has been unable to work after the time of the injury; or
3. When returning from medical or maternity leave of absence.

In the case of a work-related accident or injury, the Township will compensate an Employee for any lost work hours beginning on the date of the accident or injury.

The Employee's sick leave is not to be used for this purpose.

Unused sick leave will be forfeited upon non-voluntary termination. No employee will be allowed to overdraw sick leave. Employees on leave of absence are required to reimburse the municipality for any deductions for benefits.

Sick leave is not earned while an employee is on a leave of absence.

D. QUARANTINE

1. If an Employee is exposed to a contagious or communicable disease or condition while on duty that can be transmitted to other Township Employees or to a citizen and results in his/her being quarantined for public health purposes the Employee is mandated to take sick leave which shall not be charged against the individual Employee's sick time. The Employee shall return to duty only when certified upon medical examination and report. The Employee shall at the outset produce medical certification that he was exposed to such contagious or

liberal interpretation of the Rules of Evidence. The Director of Public Safety, or designee, shall render its decision by majority vote within fifteen (15) days after the conclusion of the hearing. The decision of the Director of Public Safety, or designee, shall be memorialized in writing and the Employee involved shall have the right to arbitrate a grievance pursuant to Article 21, Section D from any adverse decision of the Director of Public Safety, or designee within twenty (20) days of the date of delivery to the Employee as set forth below of the written decision. A copy of the written decision shall be delivered to the individual Employee concerned, or his/her representative, by certified mail, return receipt requested, within ten (10) days of the date of the aforesaid decision.

4. Any job related illness or injury which, in the opinion of medical experts, regardless of when determined, is improved to such an extent that the Employee may return to full duty, shall entitle the Employee to be reinstated to full duty with full pay, privileges, benefits and seniority, upon medical proof of fitness for duty being submitted.

5. When a full time Township Employee is injured in the line of duty, the governing body of the Township, pursuant to N.J.S.A. 40A:9-7, pass an ordinance giving the Employee up to one (1) year's leave of absence with pay. Such ordinance shall be consistent with the Agreement, in particular, Section E, 1, regarding medical certification every ninety (90) days.

6. Prior to the passage of an ordinance pursuant to N.J.S.A. 40A:9-7 and this Agreement, a written agreement shall be executed between the Employee and the Employer setting forth that the Employee shall reimburse the Township for any moneys paid to him/her for temporary disability, pursuant to the Worker's Compensation Law, so long as the Employer continues to pay the Employee concerned his/her full regular pay as wages. In the event the Employee

Any Employee who is sick or disabled as a result of a non-duty related accident and who, by virtue of such illness or disability, uses all of his sick days which had been accumulated at the onset of such illness or disability shall be eligible to file for State Disability Benefits after exhausting all sick, personal and vacation days. No sick days will accumulate during such time as the Employee is on disability or sick leave; sick leave will accumulate only during months actually worked or while any Employee is on disability due to injury received in the line of duty. The Township will supplement the Employee's salary while on disability by matching the amount paid as the State Disability Benefit. The makeup pay will be paid according to the following schedule:

0-1 year employment	-	0 weeks makeup
1-3 years employment	-	4 weeks makeup
3-5 years employment	-	8 weeks makeup
5-8 years employment	-	12 weeks makeup
8 years or over	-	26 weeks makeup

I. REQUIREMENT FOR DOCTOR'S NOTE

1. When an Employee has been absent for twenty-four (24) consecutive hours, said Employee shall be required to bring in a doctor's note indicating the nature of illness and noting days that the Employee was not able to work. The Chief of Police will not authorize an Employee's return without the doctor's note. Failure to provide this documentation shall constitute grounds for disciplinary action.

2. After a total of six (6) sick days have been used, which have not been documented by a physician, the employee shall be required to present a doctor's certification for illness or injury for each and every subsequent sick day taken before being allowed to return to work. Absent such doctor's certification, the Employee will not be paid for the sick time taken and shall constitute grounds for

ARTICLE VII
MISCELLANEOUS LEAVES

Employees shall be entitled to the following temporary non-accumulative leave of absence with full pay each year:

A. FUNERAL LEAVE

1. Up to thirty-six (36) working hours at any time in the event of death of an Employee's spouse, child, parent, grandparent, father-in-law, mother-in-law, brother, sister, domestic partner and any other member of the immediate household. In the event of death of the above listed family members or immediate household members the employee will be entitled to receive up to an additional fourteen (14) consecutive days of paid leave upon notification to their immediate Supervisor and only after the Employee has exhausted all unused accrued vacation, sick, personal, compensatory time, or schedule compensatory time. If no accrued time is available in the Employee's time bank then the Employer will provide this paid leave.

The aforementioned days must be used within seven calendar days of the day of death.

2. The day of funeral only in the event of death of an aunt, uncle, brother-in-law or sister-in-law.

B. LOCAL-RELATED ACTIVITY LEAVE

Leave from duty with full appropriate pay shall be granted the members of the Local Negotiations Committee who attend meetings between the Employer and the Local for the purpose of negotiating the terms of the contract, provided said Employee is scheduled to duty at the time set for any such meeting.

C. IN ADDITION TO SICK LEAVE

ARTICLE VIII

INSURANCE PROTECTION

A. FULL HEALTH CARE COVERAGE

Effective January 1, 2009, the Employer shall provide the health care protection designated below to all Employees and where it is appropriate, to their families.

1. **Provisions of Coverage** - Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Employer and the Local and shall include:

- a. Hospital room and board & miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses and treatments
- d. Maternity costs
- e. Surgical costs (including prevailing fee schedule basis)
- f. Major medical coverage
- g. Prescription Drugs

2. **Carriers** - The hospital carrier shall be such carrier under the existing plan which may be selected by the Employer. Insurance Services shall be provided by carriers selected by the Township. Prior to changing carriers, the Township will discuss said change with the Local and agree to provide coverage that is equivalent or better than existing coverage.

3. **Premium Sharing and Co-Pays** – (a) The Employer shall pay the full premium for each Employee if they elect to be in Direct Access 10 or equal or better coverage and in cases where appropriate, for family-plan

B. LIFE INSURANCE

The Employer shall pay the entire cost of a \$20,000.00 life insurance policy insuring the life of each Employee as defined in this Agreement.

C. DENTAL INSURANCE

Employees shall be included in the Township's Dental Care Program. The Employer shall pay the full premium for each Employee and, in cases where appropriate, for family plan insurance coverage. Dental coverage shall be 80% preventive and diagnostic, 50% remaining basic, 50% major work, 0 deductible, not to exceed \$1,000 maximum per year, no Orthodontics.

D. PRESCRIPTION DRUGS Benefits for prescription drugs are dependent upon the plan the Employee chooses for health insurance coverage as provided by the Employer (Direct Access 8; Direct Access 9; or Direct Access 10 or equal or better coverage). Premium for employees and their legal dependents will be paid for entirely by the Township. Prescription Co-Pay for Employees who chose Direct Access 10 will be a maximum of \$15.00 for Preferred Generic Drugs; a maximum of \$35.00 for Preferred Brand Name Drugs; and a maximum of \$50.00 for Non-Preferred Drugs. Any Employee who elects to remain in Direct Access 8 or 9 will see no increase in prescription Co-Pay as outlined in the attached plan.

E. VISION CARE

1. Each Employee will be eligible for vision care reimbursement in an amount not to exceed \$200 every two years, commencing 90 days after full-time employment. Reimbursement will be for amounts not previously covered under the employee's Health Benefit Plan. Original receipts must be submitted to the Finance Department for reimbursement.

5. Employees employed by the Township in any capacity for twenty (20) years or more shall be entitled to two hundred forty-eight (248) hours of paid vacation per year for such Employees, except that the Employee cannot schedule any vacation time in excess of 208 hours such that it will cause the Township to incur any overtime in back filling that Employee's scheduled shift(s).

6. Employees who terminate service voluntarily will be paid accumulated vacation benefits on the last day of employment, prorated to date of termination.

7. Each Employee without restriction shall be entitled to carry over up to forty (40) earned and accumulated vacation hours into the next calendar year. All carried-over vacation time shall be utilized by the Employee in the calendar year into which the vacation entitlement was carried. No carried-over vacation time may be further carried over or accumulated unless the Employee is unable or prevented from taking any vacation as a result of municipal business, working conditions or job related illness or injury; then his/her earned accumulated and unused vacation shall be carried over to the next calendar year no matter the number of unused vacation time lost for that year. All unused earned vacation hours may be accumulated without limit to the next year so long as conditions of this paragraph are met.

8. The current year's earned vacation time and any accrued vacation time may be taken by an Employee as termination leave upon the Employee's retirement and shall be pro-rated if the circumstances require as a result of the Employee's actual retirement date. During such leave period the Employee shall not lose any benefits, rights or privileges her/she would otherwise be entitled to. The Employee, at his/her option, may elect not to take his/her current year's earned vacation time and any accrued vacation time carried over into

hours or vacation which can be split into blocks as a matter of right, the Chief of Police shall have the discretion to grant or deny additional split time.

If a conflict should arise with respect to the scheduling of vacation periods among the various Employees, such matters shall be resolved on the basis of seniority and with the consent of the Chief of Police.

C. PAYMENT OF VACATION PAY

1. The amount of vacation pay to be received by an Employee in accordance with the benefits noted herein shall be determined by the per diem salary of the Employee at the time the vacation benefits are utilized. (Such per diem salary shall not include any overtime pay or other monetary benefits but shall be calculated on the salary schedule of such Employee at the time.)

2. Vacation pay shall be paid to the Employee (in addition to his/her regular earnings) during the pay period prior to the beginning of his/her declared vacation period.

3. If an Employee should die without utilizing the vacation benefits to which he/she would have been fully entitled, his personal representative shall receive the vacation pay amount representing such unused benefits.

ARTICLE XI

OVERTIME

A. DEFINITION OF OVERTIME

Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after the regular daily work hours or any day other than provided for in the regular work year. Overtime compensation shall be paid for all work over eight (8) hours in a day, or twelve (12) hours during a regularly scheduled twelve (12) hour shift.

B. QUALIFICATION FOR OVERTIME AND RATE OF COMPENSATION

1. All Employees covered by this Agreement shall be paid one and one-half times their respective straight time hourly rate (at whatever said straight time hourly rate would be for the work week during which such overtime is worked) for any and all overtime work as defined immediately above in Section A.

2. Overtime shall be calculated as beginning after the completion of the normal working shift in the event that the Employee should be required to remain at his/her duties beyond the completion of said shift.

3. In the event that there is a call-back to duty during a period when the Employee is not scheduled to work, said Employee shall receive a two (2) hour minimum call back pay at an overtime rate for the period of said call back. Employee may be required to remain at work for the period of said two (2) hours and can be assigned to other duties.

4. In further accordance with Section A above, if an Employee should be required to appear before any Grand Jury, Municipal Court, County Court, State Superior Court, State Supreme Court or in any Civil Action, such time

considered overtime and compensation shall be in accordance with the provisions of Article XII.

(b) The Local expressly recognizes that all work schedules presently in effect shall remain. In addition, a committee shall be formed for the expressed purpose of developing an alternative work schedule to that presently in effect and overseeing its implementation as appropriate. The committee shall consist of the Association President, or his designee, and three (3) Association members appointed by the Association President; the Chief of Police or his designee and two other Township officials. Except in the case of an emergency, seventy-two (72) hours notice will be given for the purpose of any change in an officers work schedule at the discretion of the Chief of Police or his designee.

ARTICLE XIV

FALSE ARREST INSURANCE

The Employer shall purchase and maintain insurance coverage on behalf of each Employee against any expenses incurred in any proceeding and any liability asserted against any such Employee in his/her capacity as a member of the Police department of Robbinsville Township. Such insurance coverage shall include protection and indemnification concerning claims or actions in the nature of "false arrest" or "malfeasance" against any such Employee.

ARTICLE XVI

CHECK-OFF

The Employer shall deduct dues and initiation fees from the wages of all Employees covered by this Agreement who have filed with the Township a proper dues deduction authorization clause as required by the laws of the State of New Jersey. The Local shall advise the Employer of the fixed and standard dues and initiation fees of those members and payments will be made to the Local on or before the first pay date of each month.

In the event any dues or initiation fees are inadvertently paid in error by the Township, the Employee shall not hold the Township liable for same.

The Local shall defend and hold harmless the Employer with respect to any litigation resulting from the reliance by the Employer on dues deduction forms furnished to the Employer on behalf of the Employees covered under this Agreement.

ARTICLE XIX
GRIEVANCE PROCEDURE

The term grievance means a complaint regarding alleged misinterpretation, misapplication or violation of the terms and conditions of this Agreement.

Minor discipline matters (less than six (6) days of fine or suspension or equivalent thereof) shall be included in this Grievance Procedure.

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance. The Local may initiate or file a grievance on behalf of an injured or unavailable Employee. The Township may be a grievant.

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the subject Employee during the pendency of any disciplinary proceeding.

Grievances, disputes or controversies which may arise shall be resolved in the following manner:

A. CONTENTS OF GRIEVANCE

A written grievance shall meet the following specifications:

1. It shall be specific.
2. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.

seven (7) calendar days. This time limit may be waived by mutual consent but not to exceed fourteen (14) calendar days.

3. **Step Three** - In the event the grievance is not resolved at Step Two, then the grievance shall be submitted in writing within seven (7) calendar days by the grievant to the Township Administrator or designee. The Township Administrator or designee shall submit his written answer to the grievant within seven (7) calendar days. This time limit may be waived by mutual consent but no to exceed seven (7) calendar days.

4. **Step Four** - In the event the grievance is not resolved at Step Three, then the grievance shall be submitted in writing within seven (7) calendar days by the grievant to the Director of Public Safety or designee. The Director or Public Safety or designee shall schedule and hold a plenary hearing within fourteen (14) calendar days after the receipt of all documents relating to the grievance, from the grievant, Chief of Police and Township Administrator or designee. The Director of Public Safety or designee shall in advance of the plenary hearing, notify all parties of the date, time and place of the hearing within ten (10) calendar days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual agreement.

5. **Step Five** - In the event the grievance shall not have been resolved at Step Four, then the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or Civil Rights questions, the grievant shall have the right to seek a resolution of his grievance either at binding arbitration or in the Courts. In all respects, the initiation of binding arbitration or Court process shall begin within forty-five (45) days after receipt of a written decision from the Director of Public Safety or designee.

5. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved subject to either party's right to appeal provided by statute and/or enter a judgment on the award in the Superior court.

6. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

7. If the Public Employment Relations Commission is abolished or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method for choosing an arbitrator.

E. GENERAL PROVISIONS AND EXCEPTIONS TO GRIEVANCE PROCEDURE

1. No grievance settlement reached under the terms of the Agreement shall add to, subtract from or modify the terms of the Agreement.

2. Grievance resolutions or decisions at Step One through Step Four shall not constitute a precedent in any arbitration or other proceeding unless a specific Agreement to that effect is made by the Township and the "Local".

3. Where a grievance involves, exclusively, an alleged error in calculation of salary payment, the grievance may be timely filed within thirty (30) days of the time the individual should reasonably have known of its occurrence.

4. Where a grievance has been previously submitted in writing and the grievant requires time to investigate such grievance to achieve an understanding of the specific work problem due to working hours, the grievant or a representative of the Local will be granted permission and reasonable time to a limit of four (4) hours to investigate, without loss of pay. It is understood that the supervising personnel in the Division of Police shall schedule such time release.

ARTICLE XX
SAVINGS CLAUSE

1. In the event that any provision of this Agreement is declared unlawful or unenforceable under state or federal rule or regulation or administrative rules, such provision shall be deleted from this Agreement and the other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.

C. Each Employee shall receive compensation for each hour of quasi-duty performed with a minimum of two (2) hours compensation per assignment. All moneys due and owing to the individual Employee by reason of his/her performance of quasi-duty shall be paid on the payroll date next succeeding the completion of the date of such quasi-duty assignment. An additional one dollar (\$1.00) per hour shall be added for the use of an Employee's personal automobile when required. All work over eight (8) hours shall be paid at the time and one half (1-1/2) hourly wage.

ARTICLE XXII

SENIORITY

A. PREFERENCE

A full-time Employee shall have seniority, for all purposes, over part-time employees. Seniority shall be determined from the first date of employment with the Township, provided service is continuous.

B. LAYOFFS

In the event of layoffs, the Employee with the least seniority shall be laid off first. All employees who are laid off shall have the first right to be re-employed and the Township shall not employ anyone as a member of the Division of Police until all laid-off members have been fully reinstated to duty with all then current pay and privileges or have refused reinstatement.

C. REHIRING

Seniority shall be applied in cases of layoffs and re-hiring.

ARTICLE XXIII

PAYROLL SAVINGS PLAN

A. SAVINGS BOND PLAN

The Township shall implement a United States Savings Bond payroll savings plan for each Employee. Upon application by the Employee and delivery to the Township of the appropriate payroll deduction authorization, the Township shall make deductions from the Employee's salary in each payroll period in authorized amounts, to fund the bond purchase. All bonds are the property of and shall be delivered to the Employee. This plan shall be implemented and placed into effect without service or administrative cost to the Employee.

B. SALARY AND WAGE DEFERMENT PLAN

The Employer agrees to the initiation of a money market/payroll deferment plan which shall be presented to the Employees prior to its initiation. Upon application by the Employee and delivery to the Township of the appropriate payroll deduction authorization, the Township shall make deductions from the Employee's salary in each payroll period in authorized amounts. The Employer shall bear all reasonable costs incurred in the establishment of the Plan implemented pursuant hereto.

ARTICLE XXV

TUITION REIMBURSEMENT

A. The Township agrees to reimburse employees for tuition of courses taken in police science or criminal justice approved curriculum in accordance with the provisions of Sections B, C and D below.

B. To be eligible for reimbursement:

1. The Employee must be taking courses in job related areas as determined solely by the Chief of Police.

2. The Employee must have the approval for such payment in advance from the Township after recommendation by the Chief of Police.

C. The tuition reimbursement shall be limited to no more than fifty percent (50%) of the Rutgers University Commuter Instate Rate for tuition not to exceed \$500 in a calendar year.

D. Payment will be promptly made after evidence has been provided of the Employee successful completion of the course (s).

E. Any Employee hired after January 1, 1999 will not be eligible for this article.

ARTICLE XXVII
PERSONNEL FILES

A. A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for evaluation purposes by the Police Chief, Mayor and/or Governing Body.

B. Upon advance notice and at reasonable times, any member of the Division of Police may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires within 20 working days after receipt of the material. The rebuttal will be placed in the Officer's personnel file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed there from. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

E. Each Employee shall be supplied with a written certification from the Employer, during the month of November of each year, which shall state the

ARTICLE XXVIII
NO STRIKE CLAUSE

It is agreed that during the term of the Agreement, neither the Local nor its Employees or members, shall sanction, condone, or participate in any strike, stoppage of work, boycott, illegal or unlawful picketing, against or within the Township of Robbinsville and that there shall be no lock out of Employees by the Employer.

In the event that any of the Employees violate the provisions of the above paragraph, the Local shall take the necessary steps to have the Employees who participated in such action return to their jobs and forward a copy of such order to the Employer. The Local shall use every means at its disposal to influence Employees to return to work.

ARTICLE XXXI

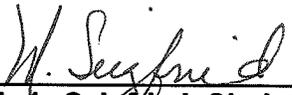
FULLY BARGAINED PROVISIONS

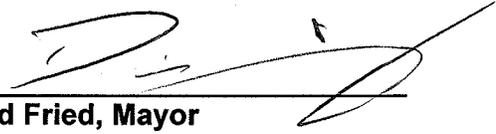
This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either, or both, of the parties at the time they negotiated, executed and ratified this Agreement.

In witness whereof, the parties have hereunto set their hands and seals this
day of

ATTEST:

The Township of Robbinsville

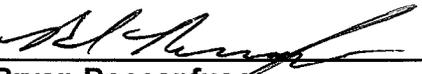
By: 
Michele Seigfried, Clerk

By: 
David Fried, Mayor

Attest:

**New Jersey Patrolmen's Benevolent
Association, Inc. Local 344**

By: 
Michael Farrell

By: 
Bryan Boccanfuso



DIRECT ACCESS DESIGN 10
Township of Robbinsville
effective 1/1/2010

Benefit	In-Network	Out-of-Network
Benefit Period	Calendar year	
Deductible		
Individual	None	\$2,000
Family	None	Two deductibles per family
	Deductible is Calendar year.	
Coinsurance	100%	60%
Maximum Out of Pocket		
Individual	\$10,000	
Family	\$20,000	
	Maximum Out of Pocket is Calendar year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket.	
Benefit Period Maximum	Unlimited	Unlimited
Lifetime Maximum	Unlimited	Unlimited
Primary Care Physician Selection	Not Required	
Doctor's Office Visits		
Primary Care Office Visit	100% after \$20 copay A primary care physician is a general or family practitioner, internist or pediatrician	60% after deductible
Specialist Office Visit	100% after \$20 copay A referral is not required to visit a specialist.	60% after deductible
Maternity Visits	100% after \$20 copay Copay applies to 1st visit only Dependent children are ineligible for Maternity/Obstetrical Benefits.	60% after deductible
Allergy Testing and Treatment	100%	60% after deductible
Preventive Care		
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100% after office copayment Note: A copay will only apply when an office visit is billed.	60% (no deductible)
Well Child Exams	100% after \$20 copay	60% (no deductible)
Well Child Immunizations and Lead Screening	100%	60% (no deductible)
Diagnostic Procedures		
Laboratory	100% in office or Labcorp 100% in Outpatient facility	60% after deductible
Outpatient X-ray/Radiology Services	100% in office 100% in Outpatient facility	60% after deductible
CT/CTA Scans, Pet Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.		
<i>Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.</i>		
Hospital Care		
Inpatient Admission (including maternity)	100%	60% after deductible
Room and Board	100%	60% after deductible
Pre-admission Testing	100%	60% after deductible
Surgery in Hospital	100%	60% after deductible
Inpatient Physician Services	100%	60% after deductible
Outpatient Dept. Services	100%	60% after deductible
Emergency Care		
Emergency Room	100% after \$50 facility copayment Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.	
Ambulance	100%	60% after deductible



DIRECT ACCESS DESIGN 10 Township of Robbinsville

Outpatient Surgery		
Hospital Outpatient Surgery	100%	60% after deductible
Surgery in an Ambulatory SurgiCenter	100%	60% after deductible
Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ's Payment Allowance and therefore may result in significant out of pocket costs.		
Mental Health Services		
Inpatient Biologically-Based Mental Illness (treated the same as general illnesses)	100%	60% after deductible
Outpatient Biologically-Based Mental Illness (treated the same as general illnesses)	100% after copayment in office 100% in outpatient facility	60% after deductible
Inpatient Non-Biologically Based Mental Illness/Drug Abuse	100%	60% after deductible 30 days per benefit period
Outpatient Non-Biologically Based Mental Illness/Drug Abuse	100% after copayment in office 100% in outpatient facility	60% after deductible
Inpatient Mental Health/Substance Abuse Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212.		
Alcohol Abuse Services		
Inpatient	100%	60% after deductible
Outpatient department	100%	60% after deductible
Office setting	100% after office copayment	60% after deductible
Alcohol abuse is treated the same as any other illness.		
Other Services		
Bariatric Surgery	100%	60% after deductible
Diabetic Education	100% after office copayment	60% after deductible
Diabetic Supplies	100%	60% after deductible
Durable Medical Equipment	100%	60% after deductible
Orthotics and Prosthetics (Per NJ mandate)	100% after office copayment	60% after deductible
Home Health Care	100%	60% after deductible up to 100 visits
Hospice Care	100%	60% after deductible \$10,000 maximum per lifetime
Infertility (including in-vitro fertilization)	100% after office copayment	60% after deductible
Limited to 4 egg retrievals per lifetime		
Physical Rehabilitation Facility Inpatient Services	100%	60% after deductible
Limited to 60 days per benefit period		
Private Duty Nursing	100%	60% after deductible
Limited to 30 visits per benefit period (8-hour shifts)		
Short-term Therapies: Physical, Occupational, Speech, Respiratory (Limit of 3 modalities per visit - out of network only)	100% after office copayment	60% after deductible \$1,000 Ind./\$2,000 Family max for each therapy
Note: If specialist copay is higher than PCP copay, the lower copay will apply to short-term therapies. Also, if PCP copay is \$30, the STT copay will default to \$20.		
Skilled Nursing Facility/Extended Care Center	100%	60% after deductible
Limited to 100 days per benefit period		Limited to 60 days per benefit period
Therapeutic Manipulation (Chiropractic Care)	100% after office copayment 25 visit maximum per benefit period	60% after deductible \$1,000 Individual/\$2,000 Family maximum per benefit period
Vision - Routine Eye Exam	100% after \$20 copay	60% after deductible
Vision Hardware	\$50 in a 2 calendar year period	
Prescription Drugs	Covered under freestanding program	



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

DIRECT ACCESS DESIGN 10 Township of Robbinsville

Eligibility	Children are covered to the end of the calendar year in which they turn age 19. Full-time students are covered until the end of the calendar year in which they reach age 23 or until the end of the month during which their full-time student status ends. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 19. Under certain conditions, coverage may be extended for qualified dependents up to age 30.
Pre-Existing Conditions	Employees and Dependents who have continuous coverage under the prior group contract and/or other previous health coverage, with no break in coverage of 63 days or more, will not be subject to the pre-existing condition exclusion. If the exclusion applies, for the first twelve months after an eligible person's enrollment under the contract, no benefits will be provided for services incident to, resulting from, or relating to any disease, injury or condition, which was treated or diagnosed by a health care professional within the six month period prior to enrollment for that person. Note, this does not apply to children who enroll within 30 days of birth or adoption.
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com .

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

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

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Horizon Blue Cross Blue Shield of New Jersey
Prescription Drug Program
Township of Robbinsville

The Prescription Drug Program covers FDA approved legend drugs. A prescription order from a physician is required for drugs to be eligible. Prescriptions may be refilled within one year of the original prescription date, when authorized by the physician and permitted by law. Any limitations that apply to an original prescription also apply to the refills.

The Horizon Prescription Formulary is a list of prescription medications developed by an independent Pharmacy and Therapeutics (P&T) Committee comprised of practicing physicians and pharmacists in New Jersey. The Horizon P&T Committee determines which drugs will be placed into preferred and non-preferred status within our open formulary. The priority consideration is clinical efficacy and safety, followed by other considerations such as second line therapies, and availability of commonly used and safe generics. At least two drugs from each therapeutic class are placed in the preferred status on the formulary. Once a quality review has determined that two or more drugs are equal to other therapeutic alternatives, the P&T Committee may place the most cost effective drug(s) into preferred status.

For more information about the preferred formulary please refer to our website at www.horizon-bcbnsnj.com under Member Information, Preferred Drug List. This listing is subject to change. Should you have any additional questions, please feel free to contact Member Services at the phone number listed on your identification card.

Copayments			
Type of Program	Preferred Generic drugs	Preferred Brand Name drugs	Non-Preferred drugs
Three Tier Copayment Plan: - lower copay applies to preferred generic drugs; a higher copayment applies for preferred brand drugs; the highest copayment applies to non-preferred drugs.	Retail: \$15 Mail Order: \$15	Retail: \$35 Mail Order: \$35	Retail: \$50 Mail Order: \$50
Benefit Period Maximum	<i>Unlimited</i>		
Days Supply	Retail - up to 90 days (1 copay applies for each 30 day supply) Mail Order - up to 90 days (1 copay applies for the 90 supply)		
Contraceptives	<i>Covered</i>		
Diabetic Supplies:	Blood Glucose Monitors Test Strips Insulin Injection Aids Cartridges for the Legally Blind Syringes Insulin Pumps and appurtenances Insulin Infusion Devices Oral Agents for Controlling Blood Sugar		
Exclusions:	<i>Prescription Smoking Deterrents</i> Anti-Obesity Drugs Over the counter Vitamins & Minerals Growth Hormones (unless prior authorized) Drugs for Cosmetic Purposes Immunization Agents and Allergy Serum		

*Children are covered to the end of the calendar year in which they turn age 23 Full-time students are covered until the end of the calendar year they reach age 23 or until the end of the month during which their full-time student status ends. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to age 19.