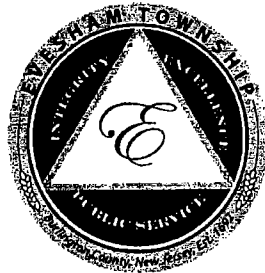


AGREEMENT

TOWNSHIP OF EVESHAM



AND

EVESHAM TOWNSHIP FOP 143A



REPRESENTING  
EVESHAM TOWNSHIP POLICE DEPARTMENT  
SERGEANTS AND CORPORALS

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January 1, 2014 through December 31, 2017

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**PREAMBLE**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 , by and between the Township of Evesham, in the County of Burlington, State of New Jersey, a body corporate and politic of the State of New Jersey (hereinafter called the "Township"), and the Evesham Township Fraternal Order of Police 143A (hereinafter called the "FOP 143A"), represents the complete and final understanding on all issues between the Township and the FOP 143A that are subject to such negotiations and agreements permitted by the laws of the State of New Jersey.

**ARTICLE I**  
**RECOGNITION**

- A. The Township hereby recognizes the FOP 143A as the exclusive collective bargaining agent for all sworn police personnel at the rank of corporal and sergeant, who are full-time, paid employees within the Police Department.
- B. Full-time, paid employees within the Police Department includes all sworn police personnel at the rank of corporal, sergeant performing police work during a normal working week as that term is defined in Article IV of this contract.
- C. This contract shall not cover persons who, by reason of their duties, are excluded by law from public employee collective bargaining.

**ARTICLE II**  
**MAINTENANCE OF OPERATIONS**

It shall be the mutual objective of the FOP 143A and the Township to provide for the uninterrupted public safety protection of the general public.

The FOP 143A agrees that, during the term of this Agreement, neither the FOP 143A, nor anyone acting on its behalf will cause, authorize, support or take part in any strike, work stoppage, slowdown, walkout or other job action against the Township. The FOP 143A agrees that such action would constitute a material breach of this Agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The FOP 143A will actively discourage any strike, work stoppage, slowdown, walkout or other job action that may adversely impact up the mutual objective as expressed above.

This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees as defined under Article One – Recognition, as established by the policies of the Township in force shall continue to be applicable during the terms of this Agreement.

The Township shall not negotiate with any organization other than FOP 143A unless obligated to do so by operation of law.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it 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 manage and control administratively the Township government and its properties and facilities and the activities of its employees; and
  2. To hire all employees and, subject to the provision of the Law, to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees; and
  3. To suspend, demote, discharge or take other disciplinary action for good and 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 specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

**ARTICLE IV**  
**HOURS, OVERTIME AND PER DIEM**

- A. The normal working schedule shall consist of an average of forty (40) scheduled working hours per week or two thousand eighty (2080) scheduled hours annually.
- B. An employee who is required to work beyond his regularly scheduled duty hours in any day or any week shall be paid overtime at the rate of time and one half (1 1/2) hours. There shall be established an overtime list which shall be formulated by the Chief of Police or his designee and shall be posted in a conspicuous location.
- C. In the event a work schedule is utilized which exceeds 40 hours in any 7 day week and/or 2080 hours annually a Memorandum of Agreement shall be negotiated between the Township and the members of the 143a Collective Bargaining Unit to establish compensation and the manner in which compensation is provided along with economical impact.
- D. A current Memorandum of Agreement has been agreed upon by the Township and the members of the 143a Collective Bargaining Unit to take effect on January 1, 2015. Refer to attached Appendix A (Memorandum of Agreement).
- E. In the event either party requested modification good faith negotiations must occur between FOP 143a and the Township prior to implementation.

**ARTICLE V**  
**COURT PAY**

- A. **COURT PREPARATION FEE:** If an employee is required as a result of his or her duties to appear in any Court other than during regularly scheduled duty hours, he shall be compensated at the rate of 1 ½ times normal rate of base pay for the time actually spent in Court or a minimum of three hours overtime (whichever is greater). This does not apply to members who are in court as a result of litigation they initiated against the township.
- B. Whenever an officer working an overnight shift is scheduled to appear in day court (which begins at 8:00 a.m.) said officer will be paid at the rate of time and one half from the end of his shift until he is released from court. During this period of time (i.e. from the conclusion of their shift to the conclusion of their court appearance), the officer will be considered on duty and subject to assignment as needed.



**ARTICLE VI**  
**REIMBURSEMENT FOR EXPENSES**

A. Based upon presentation of appropriate vouchers and receipts, Township agrees to pay the following for authorized overnight schools, conferences or seminars for which facilities are not provided.

1. The Township will pay the actual cost expended for meals during these overnight schools, conferences or seminars to a maximum per diem rate as follows:

Breakfast	\$5.00 per day
Lunch	\$10.00 per day
Dinner	\$15.00 per day

2. The Township will also provide any necessary lodging required if facilities are not otherwise provided without cost to the employee.

B. In the event any member of the FOP 143A is authorized to use his personal automobile for Township or Police business, whether or not the trip involves an overnight stay, he shall be reimbursed at the IRS mileage reimbursement rate, upon submitted vouchers and other appropriate records to the Chief of Police.

**ARTICLE VII**  
**VACATIONS**

- A. Annual vacation leave with pay shall be earned at the rate as follows:
- Step 1 – during the first sixty (60) months next following the date of hire, 144 hours
- Step 2 – from the beginning of the sixth (6<sup>th</sup>) year through the tenth (10<sup>th</sup>) year of service, 168 hours
- Step 3 – from the beginning of the eleventh (11<sup>th</sup>) year through the nineteenth (19<sup>th</sup>) year of service, 184 hours.
- Step 4 – from the beginning of the twentieth (20<sup>th</sup>) year and every year thereafter, 224 hours.
- B. A member can utilize vacation time as of the first of each year but shall reimburse or otherwise make whole the Township for vacation time taken but not yet accrued if the member retires, resigns or is separated from service.
- C. Upon retirement or termination other than for disciplinary reasons, accrued and unused vacation leave can be returned for payment at the employee's current pay rate with a maximum of thirty (30) days. Vacation is accrued on a current basis and is therefore prorated when the member leaves the employment of the Township. Members terminating employment, as a result of disciplinary action shall not be entitled to compensation associated with accrued unused vacation leave.
- D. Only one year's worth of annual unused vacation leave shall be carried into the succeeding year.
- E. The Township may, with the officer's consent, agree in writing to "buy-back" or purchase accrued vacation leave which shall relieve the officer of his right to exercise such leave in consideration of the payment.
- F. Vacation leave shall be granted based upon a predetermined number of "scheduled working hours". For the purposes of this agreement, scheduled working hours shall be on scheduled work shifts for the member requesting such leave.
- G. Effective with the signing of this agreement, any FOP member who is promoted and therefore covered by the terms of this contract shall retain their existing leave time schedule, which was in effect at the time of their promotion.

**ARTICLE VIII**  
**HOLIDAYS**

- A. Members who work regular business hours and are not assigned to patrol duties will be off on township holidays, subject to normal recall requirements and procedures.

**ARTICLE IX**  
**LEAVE OF ABSENCE**

- A. **LEAVE OF ABSENCE WITHOUT PAY:** The Township Manager may grant a request for leave of absence without pay for periods not to exceed one (1) year, when such leave is for a reasonable purpose; however, no seniority or benefits of any nature whatsoever shall accrue, or be available, during said leave. The only exception to this rule shall be health benefits in the event the employee's need for leave is covered by either the State or Federal Family Leave Act, and then only in conformance with the State Health Benefits Program guidelines. Upon termination of leave of absence, the Township will reinstate the employee in the capacity in which he left at a rate of pay at which he left. During that period of absence, the employee shall not engage in gainful employment in any industry without the express written approval of the Evesham Township Manager.

Failure to comply with this provision shall result in termination of employment and forfeiture of all benefits. (Forfeiture of benefits by such employment shall not apply to an employee desiring to attend school on a full-time basis).

When an employee is exercising his right to Family and Medical leave, the Township shall comply with the laws of both the Federal and State of New Jersey, which may supersede the above.

- B. **INJURY IN THE LINE OF DUTY – PURPOSE:** The desire to provide some measure of security for police officers injured in the line of duty while foreclosing unlimited liability on the part of the municipality to pay salary benefits. In line with this objective, the parties have negotiated this clause, which fairly balances both concerns.
- C. **INJURY IN THE LINE OF DUTY – DEFINED:** The Township shall provide Worker's Compensation Insurance coverage to all members. Further, the Township shall comply with N.J.S.A. 34:15-1 et. Seq., which provides a complete and detailed outline of both the employer and employee's responsibilities in the event of a work related injury.

The parties agree to be conclusively bound by the determination of the Township workers compensation insurance carrier or the Worker's Compensation Court (in a contested matter) with respect to whether an injury occurred while "in the course of employment" pursuant to N.J.S. 34:15-1 et seq. or "in the line of duty"; and for the purposes of this section, those terms shall be identical.

1. Township's Duty to Supplement Pay – While any police officer is prevented from performing the duties of his work by reason of an injury in the line of duty and is receiving temporary workers compensation benefits, such officer shall also receive supplemental payments by the Township of Evesham equal to the difference between such benefits and the officer's regular rate of pay. Once

begun, the Township's duty to sustain an officer at this regular pay shall continue until terminated as hereinafter set forth.

2. Termination of Township's Duty to Supplement Pay – The Township's duty to supplement an officer's workers compensation benefits or sustain an officer at regular pay shall terminate as a result of any of the following events:
  - a. Upon the officer's return to work.
  - b. If an officer's temporary workers compensation benefits are terminated and the officer refuses or maintains he is unable to return to work, the Township's duty to supplement pay may be terminated only after the Township physician or his designate (who shall also be a licensed physician) conducts a hearing to determine the officer's fitness to return to work at which time the hearer shall give great weight to medical evidence presented. If the hearer determines the officer is not fit to return to work, the Township's duty to supplement pay as aforesaid shall terminate. If the hearer determines that the officer is not fit to return to active police work, notice of such determination shall be formally served by mail upon the officer (and if represented, his attorney) whereupon the Township's duty to supplement pay shall terminate within five (5) days except as prohibited in the following paragraph.
  - c. The determination of the hearer shall be conclusive and both parties agree that no right of appeal shall exist from such determination.
  - d. If the officer or the municipality files an application for disability pension by reason of the officer's inability to return to action police duty, the municipality shall continue to supplement pay or sustain an officer at his regular pay until such application is determined or four (4) months following such application, whichever event first occurs.

D. BEREAVEMENT LEAVE:

A regular full-time employee may be excused from work with pay because of a death in his/her immediate family as defined below:

1. Six consecutive work days, one of which shall be the day of the funeral or the day of death, for death of spouse, children, stepchildren, parents, stepparents, legally adopted children, brother, sister and stepsiblings. The term spouse as used in this Article shall include domestic partners and civil unions as defined by New Jersey law. If additional bereavement time is desired by the member for any relative listed above, the township will allow the member to utilize any accrued time for this purpose so long as it is contiguous to the bereavement leave.
2. Three consecutive work days, one of which shall be the day of the funeral or day of death for grandparents, grandchildren (or step-grandchildren), mother-in-law, father-in-law, brother-in-law and sister-in-law and Aunt or Uncle.

**ARTICLE X**  
**HEALTH AND WELFARE**

**A. MEDICAL AND DENTAL INSURANCE:**

1. During the term of this contract, the Township shall continue to provide health insurance benefits, prescription plan, dental plan and disability income protection benefits to cover employees and their legal dependents. The Township reserves the right to change the insurance carriers provided that equal or better benefits are provided to the plans defined in sub-section (2.).
2. Effective January 1, 2014, the Plan will be the Platinum Plan under the Township's Self-Insured Health Insurance Fund. This Plan shall remain the standard Plan through December 31, 2014.
3. Effective January 1, 2015, the standard health insurance plan shall be the Gold Plan as presented by the Township and discussed in the negotiations resulting in this Agreement. Individuals shall be permitted to select enrollment in the Platinum Plan provided the individual pays the premium differential and contributes pursuant to Chapter 78 or successor law on the Plan selected. Refer to attached Appendix B (Gold Plan).
4. Employees who volunteer to participate in the Township's "Opt-Out" program will receive the maximum permitted under P.L. 2011, c. 78, whichever is the lesser of 25% of the amount saved or \$5,000.
5. All active employees shall have deducted (pre-tax) via payroll deduction under the Federal Section 125 Plan any amount paid to the Township for their health insurance contribution pursuant to P.L. 2011, Ch.78. The Chapter 78 Chart is shown at the end of this Article.
6. Upon retirement, members who are not eligible for participation in the Health Benefits After Retirement Program, may, at his own expense, continue participation in the medical insurance program at the prevailing group rates, provided that the member makes timely premium payments to the Township.

**B. PRESCRIPTION DRUG INSURANCE:** Co pay shall be as required by the plans offered by the Township. Any changes shall conform to sub-section (1).

**C. VISION PLAN:** The Township shall provide a Vision Plan, which shall cover the employee and dependents (spouse and children under the age of nineteen (19) years old). For each member and qualified dependent up to one-hundred (\$100.00) dollars every twenty-four (24) months refundable upon presentation of receipts for eye glasses.

D. INSURANCE:

1. The Township will continue to provide the present life insurance policy, which provides for group term life insurance for fifty thousand dollars (\$50,000).
2. The Township will pay any reasonable funeral bill up to a maximum of ten thousand (\$10,000) dollars upon presentation of receipts for actual expenditure for any member who shall die while on official duty. Said provision to be effective immediately.
3. This payment shall be in addition to the statutory funeral expenses provided by workers compensation.
4. The Township shall pay attorney's fees to a licensed attorney selected by the spouse or administrator or executor of an officer's estate to a maximum amount of \$250 for legal services and counseling regarding available insurance and benefits in any case in which a police officer dies in the line of duty.

E. The Township will indemnify and save harmless the members of the FOP 143A from civil liability for false arrest.

F. Any member who is charged with the commission of any crime arising from the lawful execution of his/her said duties shall be entitled to full legal representation as outlined below. The Township will pay a reasonable amount for the services of legal counsel upon the completion of such services provided that selected counsel submits an itemized statement to Council reflecting fees and costs prior to rendering such services and that the Township provides express authorization for the services.

The Township shall not reimburse legal fees for any member who is found guilty of an indictable offense.

G. The Township shall exhibit any and all such policies of insurance to the members of the FOP 143A, or their representatives, when and if requested.

**ARTICLE XI**  
**CLOTHING ALLOWANCE**

- A. **CLOTHING ALLOWANCE** - The Township shall pay to each non-uniformed member the sum of \$1,150 for 2014, \$1,250 for 2015, \$1,350 for 2016 and \$1,450 for 2017 at the first pay in April for the purpose of deferring the cost of work clothing. For the purpose of this section "non-uniformed personnel" is defined as those police personnel assigned to the Investigative Bureau. Personnel assigned to the Investigative Bureau after January 1<sup>st</sup> of any year shall receive a clothing allowance pro-rated.
- B. **CLOTHING MAINTAINANCE** - The Township will contract directly with a vendor for the purpose of uniform maintenance. Each member shall be entitled to dry cleaning services not to exceed two full uniforms per week. Non-uniformed assigned members shall be entitled to dry cleaning service not to exceed two full business suits per week or equivalent number of items.
- C. **CANINE STIPEND** - Compensation for "At-Home Care" of police canines will be calculated based on 30 minutes per day or 3.5 hours per week. It will be handled by way of schedule adjustment. All canine handlers will be scheduled off a total of 182 hours per calendar year. All schedule adjustments will be made by the Chief of Police.
- D. **ON-CALL COMPENSATION** - The Investigative Bureau Supervisor shall receive annual compensation with respect to on-call duty as follows: \$1300 for 2014; \$1,400 for 2015; \$1,500 for 2016; and \$1,600 for 2017. In the event that a supervisor should be assigned out of the Investigative Bureau, the said standby compensation shall be pro-rated for the portion of the year that the member was assigned to the Investigative Bureau. The said payments shall be made on or about the first pay period in December of each year.



**ARTICLE XII**  
**SALARIES**

- A. Members shall receive annual base salary in accordance with the following salary scale:

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Sergeant	\$115,783	\$ 118,041	\$ 120,343	\$ 122,689	\$ 125,082
Corporal	\$110,512	\$ 112,667	\$ 114,864	\$ 117,104	\$ 119,388

- B. SHIFT DIFFERENTIAL:

1. Fixed Shift – In the event the Township utilizes 8.5 hours shift intervals, a shift differential will be paid at the following rates: six percent (6%) for the evening shift. Eight percent (8%) for the overnight shift.
2. Rotating Monthly Shift - In the event the Township institutes a rotating shift schedule requiring members to work an alternating shift based on a 28 day schedule cycle, there shall be a flat shift differential payment to every officer assigned to the 28 day cycle as follows: \$2,400 for 2014; \$2,500 for 2015; \$2,600 for 2016; and \$2,700 for 2017.
3. Shift Differential shall be paid in the paycheck nearest December 1<sup>st</sup> of each year. ✓

- C. PAY PERIOD: Members shall be considered salaried employees. Annual salaries will be distributed over the course of the year on a bi-weekly basis. Payday shall remain Friday and shall occur every other Friday. This will typically result in 26 pay periods. In the event that a given year will have 27 Fridays, management and the union will meet to discuss a mutually agreed upon method for the distribution of the annual salary that is compatible with the Township's payroll system/program.

**ARTICLE XIII**  
**SICK LEAVE BENEFITS**

- A. Members of the FOP 143A shall be entitled to sick leave totaling 120 hours per year which shall begin accruing on January first (1<sup>st</sup>) of each year at a rate of 10 hours days per month.
1. Effective January 1, 2015, Officers shall be permitted to return up to twenty-four (24) hours of earned sick leave time annually and be paid for said time at the officer's rate of pay as of December 31<sup>st</sup> of that year.
  2. Officers shall notice the Township Administrator of their intent to return said leave time by October 1<sup>st</sup> or as determined by the Township Administrator. The Township shall pay officers for this sick leave time in the first pay period in November.
  3. Members intending to return sick leave time and be paid for said time must have a minimum of one hundred (100) hours of sick time accrued at the time of the notice to the Township Administrator.
  4. Members retiring before December 31<sup>st</sup> of the year of retirement would have to retire after October 1<sup>st</sup> of that current year in order to qualify for sub-section (1).
- B. Sick leave will be cumulative from year to year without limit.
- C. The Chief of Police shall have the right to require such verification as he deems appropriate to verify sick leave including, but not limited to, a medical examination, proof of sickness from a medical doctor, and home visits.
- D. Fraudulent use of sick leave or workers compensation time off shall be cause of disciplinary action and/or dismissal.
- E. Members hired after May 21, 2010 shall be compensated for unused leave pursuant P.L. 2010, c.3, Sec. 1, eff. May 21, 2010. Members hired before May 21, 2010 who retire shall receive the following retirement benefit:
- 1 hour through 1550 hours to be paid at 55%
- All unused sick leave in excess of 1550 hours to be paid at 70%.
- Only members terminating employment as a result of PFRS retirement shall be entitled to compensation associated with the above chart.
- F. For budget purposes, members planning to retire must notify the Township, in writing, of their intention to retire. Said notices must be received by the Township no later than December 31<sup>st</sup> in the year preceding the member's retirement date. Failure to

comply with this notice requirement may result in as much as a one-year delay of payment for unused sick leave.

- G. Members terminating employment as a result of disciplinary action shall not be entitled to compensation for unused sick leave accumulated from one year prior to the date of the event-giving rise to the disciplinary action through the actual date of termination. However, said member shall be entitled to compensation for unused sick leave accumulated prior to the above-described excluded period of accrual.
- H. In the event that any member shall die while employed by the Township, the member's estate shall be entitled to compensation for his/her accumulated sick leave at the time of his/her death based upon the above compensation schedule.
- I. Members who resign in good standing, and have 10 years or more but less than twenty to twenty-five years of service shall be entitled to 50 percent of the above chart. Members who terminate employment with less than 10 years of service are not entitled to compensation for accumulated sick leave.
- J. A member's FMLA time will not start until his sick time has been exhausted.
- K. MATERNITY LEAVE - Upon notifying the Chief of Police of a pregnancy, the pregnant officer shall be given the option to transfer to a modified duty assignment within the department or, with the approval of the Township Manager, to another appropriate municipal function, for the remainder of the pregnancy or until maternity leave is required. The officer shall be required to supply a note from her physician stating that a member is no longer qualified for full duty as a police officer. During maternity leave, the member may use vacation, sick, personal or comp. time without penalty. Once a police officer's accrued time has been exhausted, the member will be placed on unpaid medical leave until a physician's note is produced clearing the member to return to full duty. During this unpaid maternity leave the township will agree to pay up to six (6) months of health insurance on behalf of the member in conformance with Article X – "Health and Welfare."

The purpose of this clause is to take the pregnant officer out of harm's way and to preserve the officer's rights and benefits.

**ARTICLE XIV**  
**EDUCATION**

- A. Upon prior approval of the Chief of Police, the Township will pay, on a reimbursement basis, the tuition and book expenses of any member furthering his education by taking police courses or enrolling in a degree program in a police related field. Township reimbursement shall be limited to a four (4) year bachelor's level degree in a police related field. A "police related field" is defined as courses directly associated with a degree program in police science or criminal justice at an accredited college.
- B. Educational reimbursement shall be based on the lesser of:
1. Actual tuition cost;
  2. The established undergraduate tuition rate (per credit) for a New Jersey resident attending a college or university with the New Jersey State system.
- C. The Township will only provide compensation, which, in conjunction with financial aid or compensation received from other sources, will defray tuition and book expenses. The Township will not, in conjunction with financial aid and compensation received from other sources provide compensation when such combined payments would exceed actual tuition and book expenses.
- D. In order to receive education reimbursement as provided for in this section, it shall be necessary for a member to submit appropriate receipts, statements of expenses and if requested, evidence of attendance to the Township Manager. The Township will reimburse the member for expenses only after completion of course work and attainment of a grade "C" or better.

**ARTICLE XV**  
**PAYMENT AT HIGHER RANK**

- A. Any member assigned to a higher rank or performing the duties of a higher rank for a period not exceeding sixty (60) consecutive days shall be entitled to no additional compensation.
- B. Any member assigned to a higher rank or performing the duties of a higher rank for a period in excess of sixty (60) days shall be compensated at a rate equal to that rank, along with any and all attendant benefits, until such time that member is reassigned to his previous duties.
- C. Any member receiving pay at a higher rank for services as described in paragraph B shall receive additional compensation only for the period in excess of sixty (60) consecutive days.

**ARTICLE XVI**  
**GRIEVANCE PROCEDURE**

**A. STATEMENT OF PURPOSE**

1. **Grievance Resolution:** The purpose of the grievance mechanism is to resolve, at the lowest possible level, any problem arising from the terms and conditions of this contract.
2. **Informal Resolution:** Nothing herein shall limit or infringe the right of any employee freely and informally to discuss any grievance with a superior.

**B. EXCLUSIVE REMEDY** - The procedures hereinafter set forth are the sole and exclusive means of resolving grievances between the parties for dispute within the scope of such procedures.

**C. DEFINITIONS**

1. **Grievance:** Any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the term and conditions of employees covered under this agreement and may be raised by an individual, the FOP 143A, at the request and on behalf of an individual or group of individuals, or the Township.
2. **Grievance Committee:** For the purposes of this agreement, "grievance committee" shall mean that group of members of the FOP 143A, duly appointed by the FOP 143A to resolve member's grievances.

**D. INITIATION OF GRIEVANCES**

1. **Written Complaints:** All grievances shall be in writing, signed by the aggrieved party, and shall clearly set forth the allegations upon which it is based.
2. **Service:** All grievances shall be personally delivered to the superior officer and a Grievance Committee member within thirty (30) days of the occurrence from which the grievance arose.
3. **Representation:** Any aggrieved party may either present his own case, designate an FOP 143A member to present his case or employ legal counsel for his representation. Should the member choose to employ legal counsel he shall do so at his own or the FOP 143A's expense.
4. **Waiver:** Failure to serve a written complaint citing a grievance within thirty (30) days of its occurrence shall constitute a waiver of any and all rights to pursue said grievance.
5. **Extensions of Time:** Any extension of time requirements contained in the grievance article may only be extended by the written consent of the Chief of Police or his designee and the aggrieved party.\
6. **Attendance:** Any member whose attendance may be necessary to resolve a grievance shall attend any meeting or hearing during working hours without loss of pay or other benefits.

7. **Disciplinary Action:** No disciplinary action shall be commenced without just cause.

E. DETERMINATION BY CHIEF OF POLICE

1. **Appeal to the Chief of Police:** If the grievance is not settled by the superior officer and such grievance concerns the interpretation, application, or alleged violation of this Agreement only, the aggrieved party may make written request within five (5) calendar days after the answer is received from the aggrieved party's superior officer to the Chief of Police for review.
2. **Decision by Chief of Police:** The Chief of Police shall render a written decision clearly setting forth his decision and the basis for said decision within five (5) days of receipt of the complaint to both the FOP 143A and the complainant.

F. DETERMINATION BY TOWNSHIP MANAGER

1. **Appeal to Township Manager:** In the event the aggrieved party is unsatisfied with the determination by the Chief of Police's determination, the complainant or the FOP 143A may serve a copy of the original complaint upon the Township Manager within five (5) days of the decision by the Chief of Police.
2. **Decision by Township Manager:** The Township Manager shall render a written copy of his decision to both the FOP 143A and the complainant within ten (10) working days of receipt of the complaint.

G. DETERMINATION BY ARBITRATION

1. **Request for Arbitration:** In the event the aggrieved party is unsatisfied with the determination of the Township Manager, then the aggrieved party or the FOP 143A may request an arbitrator through the office of the Public Employees' Relation Commission within fifteen (15) days of the decision by the Manager.
2. **Choice of Arbitrator:** Upon receipt of the list of arbitrators from the Public Employees' Relations Commission, the aggrieved party and the Township shall mutually agree on the selection of an arbitrator.
3. **Cost of Arbitration:** In the event the aggrieved party is a member of the FOP 143A, the costs of the arbitration shall be shared between the Township and the FOP 143A. In the event the aggrieved party is not an FOP 143A member, the then FOP 143A shall bear no responsibility for arbitration costs and the grievant shall pay half the costs. Any other expenses incurred by the parties beyond the cost of the arbitrator shall be the respective party's responsibility.
4. **Effect of Arbitration:** The decision of the arbitrator shall be binding upon both parties.

**ARTICLE XVII**  
**TERM AND RENEWAL**

This Agreement shall be in full force and effect as of January 1, 2014 and shall remain in effect up to and including December 31, 2017, but nothing herein shall be deemed to terminate the provisions of this Agreement prior to the parties hereto executing a new Agreement at the expiration date thereof.



**ARTICLE XVIII**  
**RETROACTIVITY**

Unless otherwise specified, the terms and conditions contained herein shall be given retroactive effect, as though the Agreement was commenced on **January 1, 2014**.

**ARTICLE XIX**  
**REDUCTION OF BENEFITS**

[DELETED] This is our written agreement

**ARTICLE XX**  
**FULLY BARGAINED PROVISION**



This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 negotiation or signed this Agreement. Re-negotiations may commence only upon the written request of both parties hereto.

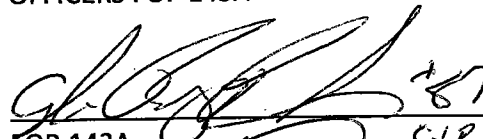

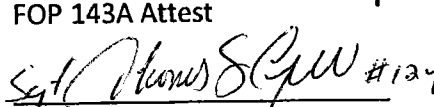
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Evesham Township, New Jersey, on the day and year first written above.

ATTEST:

TOWNSHIP OF EVESHAM

EVESHAM TOWNSHIP SUPERIOR  
OFFICERS FOP 143A

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
FOP 143A Cpl. R. Bourdon  
  
\_\_\_\_\_  
FOP 143A Attest  
  
\_\_\_\_\_  
FOP 143A Attest

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between **THE TOWNSHIP OF EVESHAM** (“Evesham” or “Township”), a municipal corporation of the State of New Jersey with a principal place of business at 984 Tuckerton Road, Marlton, New Jersey, 08053; and the **EVESHAM FRATERNAL ORDER OF POLICE LODGE # 143A** (“FOP 143A”), the duly elected majority representative for all sworn full-time police personnel designated as patrolmen, and patrolmen assigned as detectives within the police department.

**WITNESSETH:**

**WHEREAS**, the Township and the FOP are signatories to a Collective Negotiations Agreement (“CNA”) which covers the period of time ranging from January 1, 2014 through December 31, 2017, and

**WHEREAS**, generally and subject to the modifications stated herein, the police force of the Township of Evesham currently works a schedule commonly known as the “Pitman”. A Pitman schedule is a schedule to utilizes a 28-day work cycle where employees are scheduled to work two-on, two-off, three-on, two-off, two-on, three-off, two-on, two-off, three-on, two-off two-on, three-off and repeat that schedule throughout the year. Each officers working a Pitman works 13 28-day cycles annually. The working of a Pitman schedule results in approximately 2184 working hours per year whereas the working of a set 8-hour work day/ 40-hour work week would result in 2080 hours worked per year by any given officer. A 2080 hour work year corresponds with the FLSA standard work year; and

**WHEREAS**, the police officers of the Township of Evesham covered under this CNA are assigned to patrol work in two separate groups or “sides”, with one side being off while the other side is working, and vice versa; and

**WHEREAS**, in addition to the 2184 scheduled working hours created by working a Pitman Schedule, said officers of the Township of Evesham are required to spend 16 hours annually at the range and receiving additional mandatory training, resulting in a 2200 scheduled working hour year annually, an amount which exceeds the 2080 hour FLSA standard work year by 120 hours. Officers working the extra 16 hours of mandatory annual range training shall be compensated for the extra hours with 16 hours of unscheduled time off (Compensatory Time) thereby reducing the hours imbalance by 16 hours resulting in an adjusted total of 104 hours; and

**WHEREAS**, the 13 twenty-eight day cycles worked by patrol will consume 364 days of a standard (non-leap) calendar year, resulting in an “extra work day” of 12 hours which will be scheduled to be worked by one “side” annually, meaning that one “side” will be scheduled to work 2196 hours annually, exceeding the 2080 hour FLSA standard work year by 116 hours annually. These officers scheduled to work the “extra day” will be given 12 hours of additional unscheduled time off (Compensatory Time) as compensation for the extra hours, thereby reducing the hours imbalance by 12 hours and resulting in an adjusted total of 104 hours; and

**WHEREAS**, the remaining 104 “extra hours” scheduled to be worked by said officers assigned to patrol will result in scheduled time off (known as “adjustment time”) in order to balance out the remaining discrepancy between a typical 2080 hour work year and the work year created by working a Pitman schedule; and

**WHEREAS**, Canine Officers of the Evesham Township Police Department covered under this CNA work 286.5 hours beyond the 2080 FLSA standard when considering the 104 extra hours scheduled to be worked due to a Pitman schedule, together with the 182.5 hours

annually for which Canine Officers are compensated for their “at home” care of their canine partners. To accommodate for the discrepancy between the 2080 FLSA standard and the 2366.5 hours worked as described above, each Canine Officer works an 11 hour shift thereby reducing the hours imbalance by 182 hours and resulting in an adjusted total of 104.5 hours. Additionally, 8 hour (as opposed to the standard 11 hour) canine training days are factored in further reducing the annual imbalance of hours by 36 hours resulting in an adjusted total of 68.5 hours. Therefore, in order to meet the 2080 FLSA standard work year, 68.5 hours annually must be scheduled as “adjustment time” for each Canine Officer; and

**WHEREAS**, Canine Officers assigned to work the “extra calendar day” are given an additional 12 hours of Compensatory Time for that year; and

**WHEREAS**, the parties negotiated this issue during the current CNA negotiations and mutually reached a resolution and instead of including said terms set forth below in the CNA, the parties agreed to record the negotiated terms by and through this Memorandum in order to provide record notice of the Agreement which the parties have achieved:

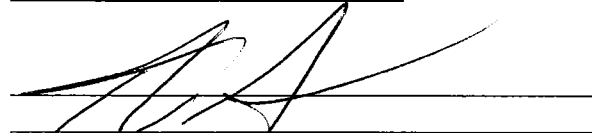
**NOW, THEREFORE**, the parties do hereby agree as follows:


1. “Adjustment Time” - in order to comply with the 2080 hour FLSA standard work year, and after factoring in the above described awarding of Compensatory Time and other schedule adjustments, officers covered under this CNA assigned to patrol will require an additional 104 hours of Adjustment Time to correct the imbalance between scheduled hours of work under the Pitman schedule and the FLSA standard work year of 2080 hours. Similarly, Canine Officers assigned to the Pitman schedule will require an additional 68.5 hours of Adjustment Time to correct the imbalance in their schedule.
2. On or about January 1, 2015, Police Chief Christopher Chew shall manage the aforementioned additional Adjustment Time as follows:

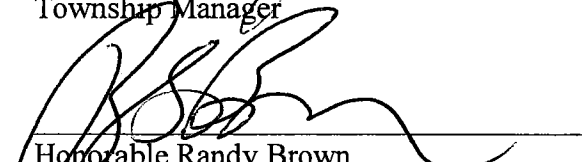
- a. Patrol Adjustment Time shall be assigned to the schedule in 12 hour blocks of time, in lieu of the current four (4) hour adjustments.
  - b. The chief of police, in his sole discretion, shall schedule the 12 hour blocks of Adjustment Time on officers' scheduled days of work, Sunday through Thursday, throughout the calendar year. There will be no scheduled Adjustment Time on Fridays or Saturdays.
  - c. After scheduling full 12 hour blocks of Adjustment Time, any remaining hours balance of Adjustment Time owed to an officer will be awarded to the officer as unscheduled time off (Compensatory Time).
  - d. If for any reason the chief of police determines that it is necessary for the efficient delivery of law enforcement service to the Township to modify and or revise the terms of this Memorandum of Agreement, the Chief of Police shall articulate the necessity to modify the terms and agrees to meet and negotiate with the FOP in good faith to reach a mutual resolution.
3. Notwithstanding the above, the terms of this Agreement shall be in full force and effect during the term of this CNA, but nothing herein shall be deemed to terminate the provisions of this Agreement prior to the parties hereto executing a new Agreement at the expiration date thereof.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals the day and year first above written.


**TOWNSHIP OF EVESHAM**


  
\_\_\_\_\_  
THOMAS CZERNIECKI,  
Township Manager

  
\_\_\_\_\_  
CHRISTOPHER CHEW,  
Chief of Police

  
\_\_\_\_\_  
Honorable Randy Brown,  
Mayor

**EVESHAM FRATERNAL ORDER OF POLICE # 143**

  
\_\_\_\_\_  
RYAN BOURDON  
President – Evesham FOP Lodge 143A

  
\_\_\_\_\_  
Trevor Short  
CNA Committee Chair  
Evesham FOP 143A



Powerful Solutions Real Savings From IAA, Your Employee Benefit Experts

**Evesham Township  
Schedule of Benefits  
January 1, 2014  
Non-Grandfathered Plan**

Benefits	Gold Plan	
	Participating	Non-Participating
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Plan Year Maximum</b>	Unlimited	Unlimited
<b>Deductible</b> (Per Calendar Year)		
Individual	\$250	\$1,000
Per Family Unit	\$500	\$2,000
<i>Charges tracking to the deductible in the last quarter of the year are applied to the following year deductible.</i>		
<b>Out of Pocket Maximum</b>		
Individual	\$2,500	\$10,000
Family Unit	\$5,000	\$20,000
<i>The plan will pay the designated percentage of covered charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered charges for the rest of the Calendar Year unless otherwise stated.</i>		
<i>The following charges do not apply toward the out-of-pocket maximum and are never paid at 100%: Deductible(s), cost containment penalties and co-payments.</i>		
<b>Co-Payments</b>		
<b>Teladoc Consultation</b>	100%	N/A
<b>Physician Visits</b>	\$25 copay	80% after deductible
<b>Specialist Visits</b>	\$45 copay	80% after deductible
<b>Emergency Room Services</b>	\$100 copay	\$100 copay
<b>Urgent Care Visits</b>	\$25 copay	80% after deductible
<b>Covered Services</b>		
<b>Allergy Injections/Testing</b>	100% after \$25 copay	80% after deductible
<b>Ambulance Service (For Emergency Transportation Only)</b>	90% after deductible	80% after deductible
<b>Anesthesia:</b>		
Inpatient	100% after deductible	80% after deductible
Outpatient	100% after deductible	80% after deductible
<b>X-Rays and Lab Tests (Outpatient)</b>	100% after deductible	80% after deductible
<b>Chiropractic Care (Limit of 30 visits per Calendar Year, Combined in and out-of-network)</b>	100% after \$25 copay	80% after deductible
<b>Durable Medical Equipment</b>	90% after deductible	80% after deductible
<b>Emergency Room Services (copay waived if admitted)</b>	100% after \$100 copay	100% after \$100 copay
<i>The Emergency room co-payment is waived if the patient is admitted to the Hospital on an emergency basis. The utilization review administrator must be notified at (888) 599-1515 within 48 hours of the admission, even if the patient is discharged within 48 hours of the admission.</i>		
<b>Hearing Aids (children under age 15 only, \$1000 per ear in 24 months)</b>	90% after deductible	Not Covered
<b>Home Health Care (Requires Pre-Certification) (Nursing Home Care or Custodial Care is Not Covered)</b>	100% after deductible	80% after deductible
<b>Hospice Care (Outpatient)</b>	100% after deductible	80% after deductible

\*Charges are paid at the network allowance (in-network) or are subject to Usual, Customary & Reasonable fees (out-of-network).





Powerful Solutions Real Savings From IAA, Your Employee Benefit Experts

**Evesham Township  
Schedule of Benefits  
January 1, 2014  
Non-Grandfathered Plan**

Benefits	Gold Plan	
	Participating	Non-Participating
Hospital Room & Board (and Other Inpatient Services)	100% after deductible	80% after separate \$200 deductible per hospital stay
Hospice Facility	100% after deductible	80% after deductible
Infertility Services (Requires Pre-Certification)	Diagnosis covered 100% after deductible: Treatment covered, with limitations, 100% after deductible	Diagnosis covered at 80% after deductible: Treatment covered, with limitations, at 80% after deductible
Inpatient Physician Visits	100% after deductible	80% after deductible
Inpatient Surgery	100% after deductible	80% after deductible
Maternity/PreNatal Care	100% after \$25 copay for first visit only	80% after deductible
Physician Office Visits	100% after \$25 copay	80% after deductible
Specialist Office Visits	100% after \$45 copay	80% after deductible
Urgent Care Visits	100% after \$25 copay	80% after deductible
Mental Health:		80% after separate \$200 deductible per hospital stay
Inpatient	100% after deductible	
Outpatient	100% after \$45 copay	80% after deductible
Alcohol and Drug Abuse:		
Inpatient Treatment	100% after deductible	80% after separate \$200 deductible per hospital stay
Inpatient Detoxification	100% after deductible	
Inpatient Rehabilitation	100% after deductible	
Outpatient Treatment	100% after \$45 copay	80% after deductible
Outpatient Detoxification	100% after \$45 copay	80% after deductible
Outpatient Cardiac Rehabilitation Therapy	100% after \$25 copay per visit	80% after deductible
Outpatient Surgery	100% after deductible	80% after deductible
Prosthetic Devices (Requires Pre-Certification)	90% after deductible	80% after deductible
Routine Annual Physical Exams	Covered 100%	Not Covered
Routine Child and Well-Baby Care	Covered 100%	Not Covered
Immunizations (Except for Travel and/or Job Related)	Covered 100%	Not covered except for children under 12 months: 80% after deductible
Routine Annual Gynecological Exams*	Covered 100%	80% after deductible
Routine Annual Mammogram*	Covered 100%	80% after deductible
Contraceptive Methods & Counseling*	Covered 100%	80% after deductible
Breastfeeding Support, Supplies & Counseling*	Covered 100%	80% after deductible
<i>*Preventative Services as defined by PPACA One Annual Mammogram for Women age 40 and over.</i>		
Routine Colonoscopy	Covered 100%	Not Covered
<i>Colonoscopy and or Sigmoidoscopy every 5 years for all covered members ages 45 and over.</i>		
Prostate Screening	Covered 100%	Not Covered
<i>One Annual Prostate Screening for Men age 40 and over.</i>		
Routine Annual Eye Examinations	Covered 100%	Not Covered

\*Charges are paid at the network allowance (in-network) or are subject to Usual, Customary & Reasonable fees (out-of-network).



Powerful Solutions Real Savings From IAA, Your Employee Benefit Experts

**Evesham Township  
Schedule of Benefits  
January 1, 2014**

Benefits	Gold Plan	
	Participating	Non-Participating
<b>Skilled Nursing Facility</b>	Covered 100% (For up to 120 Days per Calendar Year; combined in and out-of-network)	80% after deductible (For up to 60 Days per Calendar Year; combined in and out-of-network)
<b>Diabetic Self-Management Education</b> (4 visits per year)	Covered 100%	Not Covered
<b>Therapy Services</b>		
<b>Accupuncture</b>	100% after \$25 copay per visit	80% after deductible
<b>Biofeedback</b>	100% after \$25 copay per visit	80% after deductible
<b>Chemotherapy</b>	100% after deductible	80% after deductible
<b>Radiation Therapy</b>	100% after deductible	80% after deductible
<b>Infusion Therapy</b>	100% after \$25 copay per visit	80% after deductible
<b>Occupational</b>	100% after \$25 copay per visit	80% after deductible
<b>Physical</b>	100% after \$25 copay per visit	80% after deductible
<b>Speech</b>	100% after \$25 copay per visit	80% after deductible
<b>Scalp Hair Protheses</b> (benefit max of \$500 in a 24 month period)	Covered 90%	80% after deductible
<b>*Nutritional Counseling</b> (3 visits per year)	100% after \$25 copay per visit	Not Covered
<i>*Nutritional Counseling is a combined benefit and benefit limit is 3 visits per year.</i>		
<b>Wellness Program Work Site Benefits</b>		
<b>Wellness Coach On-Site Visits</b>	100%	N/A
<b>*Wellness Coach On-Site Nutritional Counseling</b> (3 visits per year)	100%	N/A
<b>Prescription Drug Benefit</b>		
<b>Retail</b> 30-Day Supply		
Tier 1	\$5	
Tier 2	\$25 if generic is not available	\$35 if generic is available
Tier 3	\$25 if generic is not available	\$35 if generic is available
Preventative Medications as defined by PPACA	\$0 copay	\$0 copay
<b>Mail Order</b> 90-Day Supply		
Tier 1	\$5	
Tier 2	\$25 if generic is not available	\$35 if generic is available
Tier 3	\$25 if generic is not available	\$35 if generic is available
Preventative Medications as defined by PPACA	\$0 copay	\$0 copay

\*Charges are paid at the network allowance (in-network) or are subject to Usual, Customary & Reasonable fees (out-of-network).

## PLAN EXCLUSIONS

Note: All exclusions related to Prescription Drugs are shown in the Prescription Drug Plan. For all Medical Benefits shown in the Schedule of Benefits, a charge for the following is not covered:

1. **Acupuncture.** Acupuncture treatment is covered when the services are for the **Diagnosis related to pain management** and rendered by a Licensed Acupuncturist or Licensed Medical Doctor (M.D., D.O.). Acupuncture treatment is subject to maintenance and supportive care provisions.  
*Examples of acupuncture services that are not eligible: include weight loss and smoking cessation*
2. **Adoption.** Charges incurred prior to or in the course of a legal adoption.
3. **Assisted Living Facility.**
4. **Automobile accident-related injuries or conditions:** Unless this plan has been chosen by the member as primary, this plan does not pay for the treatment of injuries or conditions related to an automobile accident if automobile insurance could have or should have covered the treatment. This exclusion applies to, but is not limited to:
  1. *Existing motor vehicle insurance contracts;*
  2. *Motor vehicle contracts that were purchased but have since lapsed;*
  3. *Motor vehicle insurance coverage that should have been purchased; and*
  4. *Failure to make timely claims under a vehicle insurance policy.*
5. **Autopsy.**
6. **Car Seats.**
7. **Chair and stair lifts.**
8. **Charges above the reasonable and customary allowance.**
9. **Charges for services rendered by a Birth Dula.**
10. **Charges for services or supplies not specifically covered under the plan.**
11. **Cosmetic procedures.** Services for cosmetic surgery (or complications that result from such surgery) on any part of the body **except** for reconstruction surgery following a mastectomy or when medically necessary to correct damage caused by an accident, an injury, therapeutic surgery or to correct a congenital defect. Charges connected with curing a condition by cosmetic procedures. This provision does not apply if the condition is due to an accidental injury that occurred while the injured person is enrolled in the plan. Among the services that are not covered are:
  - a. *Removal of warts, with the exception of plantar warts;*
  - b. *Spider vein treatment; and*
  - c. *Plastic surgery when performed primarily to improve the person's appearance.*
12. **Court ordered services or treatments.**
13. **Custodial care.** Charges that are primarily custodial in nature.

14. **Dental Care – other than accidental injury.**
15. **Educational or developmental services or supplies, or educational testing.** This includes services or supplies that are rendered with the primary purpose being to provide the person with any of the following:
  - a. *Training in the activities of daily living. This does not include training directly related to the treatment of an illness or injury that resulted in a loss of a previously demonstrated ability to perform those activities.*
  - b. *Instruction in scholastic skills such as reading and writing.*
  - c. *Preparation for an occupation.*
  - d. *Treatment for learning disabilities.*
  - e. *To promote development beyond any level of function previously demonstrated.*
  - f. *Assessments/testing of academic function.*
  - g. *Services and supplies are not covered to the extent that they are determined to be allocated to the scholastic education or vocational training of the patient regardless of where services are rendered. Rehabilitation programs that are primarily educational or behavioral in nature.*
16. **Expenses for wilderness rehabilitation programs, diabetic camps, or other similar camps or programs.**
17. **Eye Care.** Eye Surgery, such as radial keratotomy, Lasik procedures, or other refractive procedures performed for any reason. This exclusion does not apply to aphakic patients and soft lenses or sclera shells intended for use as corneal bandages. Unless specifically listed as covered on the Medical Schedule of Benefits.
18. **Experimental or not medically necessary.** Experimental equipment, services, or supplies which have not been approved by the United States Department of Health and Human Services, the American Medical Association (AMA), or the appropriate government agency. Any and all services, supplies, or treatment not medically necessary.
19. **Foot Care.** Treatment of weak, strained, flat unstable or unbalanced feet, metatarsalgia or bunions (except open cutting operations), and treatment of corns, calluses or toenails (unless needed in treatment of a metabolic or peripheral-vascular disease).
20. **Government.** Care, treatment or supplies furnished by a program or agency funded by any government. This does not apply to Medicaid or when otherwise prohibited by law.
21. **Hearing Aids and Exams.** Charges for services or supplies in connection with hearing aids or exams for their fittings *EXCEPT for members who are 15 years old or younger. See schedule of benefits for limited benefits.*
22. **Herbal, Alternative or Complementary medicine treatments.**
23. **Hot tubs, saunas, Jacuzzis or pools of any type.**
24. **Hypnosis.**
25. **Immunizations and preventive vaccines when out-of-network.**
26. **Illegal acts.** Charges for services received as a result of Injury or Sickness caused by or contributed to by engaging in an illegal act or occupation; by committing or attempting

to commit any crime, criminal act, assault or other felonious behavior; or by participating in a riot or public disturbance. This exclusion does not apply if the Injury resulted from an act of domestic violence or a medical (including both physical and mental health) condition.

- 27. Incidental Procedures.** Certain procedures are commonly performed in conjunction with other procedures as a component of the overall service provided. An incidental procedure is one that is performed at the same time as a more complex primary procedure and is considered part of the primary procedure in order to successfully complete services.
- 28. Infertility. Coverage as stated on schedule of benefits – these are the limitations:**
- Reversal of male and female voluntary sterilization;
  - Infertility services when the infertility is caused by or related to voluntary sterilization.
  - Non-medical costs of an egg or sperm donor. Medical costs of donors, including office visits, medications, laboratory and radiological procedures and retrieval, shall be covered until the donor is released from treatment by the reproductive endocrinologist;
  - Cryopreservation is not a covered benefit;
  - Any experimental, investigational, or unproven infertility procedures or therapies;
  - Payment for medical services rendered to a surrogate for purposes of childbearing when the surrogate is not covered by the carrier's policy or contract;
  - Ovulation kits and sperm testing kits and supplies;
- In vitro fertilization, gamete intrafallopian tube transfer and zygote intrafallopian tube transfer for persons who have not used all reasonable less expensive and medically appropriate treatments for infertility, who have exceeded the limit of four covered completed egg retrievals, or are 56 years of age or older.
- 29. Legal fees.**
- 30. Marriage counseling.**
- 31. Medicare. Charges** that should have been paid by Medicare, if Medicare coverage had been in effect.
- 32. Modifications.** Any modifications to an auto to make it accessible and/or drivable or to a home to make it accessible for a disabled/injured person.
- 33. No charge.** Care and treatment for which there would not have been a charge if no coverage had been in force.
- 34. Nursing home care.**
- 35. Orthotics.** Care or treatment for orthotics is not covered.
- 36. Orthodontia is not covered.**
- 37. Personal Comfort Items.** Personal comfort items or other equipment, such as, but not limited to, air conditioners, air-purification units, humidifiers, electric heating units, orthopedic mattresses, blood pressure instruments, scales, elastic bandages or stockings, nonprescription drugs and medicines, and first-aid supplies and non-hospital adjustable beds.

38. **Private Duty Nursing (Inpatient).**
  39. **Postage, handling and shipping fees.**
  40. **Private rooms in a hospital.** If you occupy a private room in a hospital or facility, you must pay the difference between the private room rate and the average semi-private room rate.
  41. **Physicals for work related purposes.** (Other than employer-mandated physical examinations that are prerequisite to participation in a physical fitness test required as a condition of continuing employment), sports, or other similar reasons are not covered.
  42. **Relative Giving Services.** Professional services performed by a member of the patient's immediate family (including you, your spouse/domestic partner, your child, brother, sister, or parent of you or your spouse/domestic partner).
  43. **Services Before or After Coverage.** Care, treatment or supplies for which a charge was incurred before a person was Covered under this Plan or after coverage ceased under this Plan. However if the covered patient is hospitalized as an inpatient and coverage terminates during the stay, that inpatient stay (as long as otherwise eligible) will be covered through to discharge.
  44. **Sports physicals.**
  45. **Smoking Cessation.** Care, services or treatment for smoking cessation are not covered.
  46. **Surgical Reversals.** The reversal of any elective surgical procedure including surgical Sterilization.
  47. **Sex change.** Care, services or treatment for non-congenital transsexualism, gender dysphoria or sexual reassignment or change. This exclusion includes medications, implants, hormone therapy, and surgery, medical or psychiatric treatment.
  48. **Telephone consultations or provider charges for telephone calls except for Teladoc.**
  49. **TMJ.** All diagnostic and treatment services related to the treatment of jaw joint problems includes temporomandibular joint (TMJ) syndrome.
  50. **Transport.** Non-emergency transport via ambulance or transport by coach of any kind (by land, air or water). Returning a traveler to his/her home when unable to continue with travel due to medical reasons.
  51. **War.** Charges for illness or injury due to an act of war. War means either declared or undeclared, including resistance or armed aggression.
  52. **Work-related injury or disease.** This includes the following:
    - a. Injuries arising out of or in the course of work for wage or profit, whether or not you are covered by Workers' Compensation policy.
    - b. Disease caused by reason of its relation to Workers' Compensation law, occupational disease laws, or similar laws.
    - c. Work-related tests, examinations, or immunizations of any kind required by your work.
    - d. Work related injuries will not be eligible for benefits under this plan before or after your Worker's Compensation carrier has settled or closed your case.
- Please note: If you collect benefits for the same injury or disease from both Workers' Compensation and this Plan, you may be subject to prosecution for insurance fraud.