

AGREEMENT

BETWEEN

CHERRY HILL POLICE BENEVOLENT ASSOCIATION  
LOCAL NO. 176



AND

TOWNSHIP OF CHERRY HILL,  
CAMDEN COUNTY, NEW JERSEY

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JANUARY 1, 2018 THROUGH DECEMBER 31, 2021

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**PREAMBLE**

This Agreement entered into this \_\_\_\_ day of December, 2018 by and between the TOWNSHIP OF CHERRY HILL, in the County of Camden, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter called the Township) and the POLICE BENEVOLENT ASSOCIATION, CHERRY HILL LOCAL NO. 176, (hereinafter called the "Local").

**ARTICLE 1**

**RECOGNITION**

The Township, pursuant to a Certification of Representative dated November 14, 2001, issued by the Public Employment Relations Commission Docket No. RO-2001-16, recognizes the PBA as the representative for the purposes of collective negotiations for the following unit of employees:

**UNIT**

Included: All Police Officers, Detectives and Investigators employed by Cherry Hill Township.

Excluded: All other Employees, managerial executives, confidential Employees, craft Employees, professional Employees, non-police Employees, casual Employees and supervisors within the meaning of the Act; Sergeants, Lieutenants, Captains and Chief of Police employed by Cherry Hill Township.

The title of Police Officer shall be defined to include the plural as well as the singular, and to include males and

females.

## ARTICLE 2

### NON-DISCRIMINATION

There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership in the Association. Neither the Township nor the Association shall discriminate against any employee because of race, creed, color, national origin, ancestry, age, marital status, religion, pregnancy, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability, including AIDS or HIV, or atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, and any other characteristic protected by law.

## ARTICLE 3

### LOCAL RIGHTS AND RESPONSIBILITIES

A. Authorized representatives of the Local, whose names shall be filed in writing with the Mayor, or his designee, shall be permitted to visit any Police facility for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Chief of Police, or his

PBA: \_\_\_\_\_

designee, on condition that such prior approval shall not be unreasonably withheld. At least one (1) authorized PBA representative shall be granted such permission. The Local representatives shall not unreasonably interfere with the normal conduct of the work within the police facility.

B. Pursuant to NJSA 40A:14-177, the Township agrees to grant a leave of absence with pay to the duly authorized representatives of the Policemen's Benevolent Association, Cherry Hill Local 176 to attend any State or National convention of such organization. A certificate of attendance to the State or National convention shall be submitted by the representative so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

C. Up to a maximum of three (3) authorized Local representatives shall be excused from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new Agreement. Such representatives shall attend negotiations session, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

D. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Local upon written authorization to the Township by the Employee. The Township shall maintain a file of written refusals by members to

authorize the Township to forward such documents to the Local. Copies of all disciplinary charges or notices relating to disciplinary action shall be furnished to the President of the Local against any member or nonmember within 24 hours of the presentation of charges.

E. The Local will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members, and the Local recognizes that the conditions set forth in the Article shall be subject to the mission of the Township.

F. Two (2) members of the Local shall be permitted to attend Local meetings held within the Township while on duty. Members shall remain available for immediate return to duty should the need arise. Prior approval for said attendance shall be granted by the member's on-duty supervisor, but may be reasonably denied.

G. When the President of the Local is involved in meetings with the Township Management or Chief of Police on matters pertaining to the General Welfare of the Local membership and/or member of the Department, the President shall receive compensatory time off.

H. For one (1) PBA member who is a State or National office holder as listed: State Offices: President, 1<sup>st</sup> VP, 2<sup>nd</sup> VP,

PBA: \_\_\_\_\_

Secretary, Treasurer, Guard, Conductor, Chaplain; National Offices: President, VP, Secretary, Treasurer, Guard, Conductor, National Trustee, and effective with the approval of this Agreement, this Agreement will allow a maximum of 48 days per calendar year, earned at the rate of four (4) days per month, to be used flexibly, but without carryover year to year. The year's allocation may be used anytime, subject to the Chief's approval.

These 48 days are to be used for any PBA business, including attendance at any PBA State or PBA National or PBA Committee or PBA Convention, for this member.

The Chief of Police shall have right to approve and disapprove scheduling of days off.

An additional member can attend State PBA meetings at the rate of one (1) day per month up to twelve (12) days per calendar year, subject to the approval of the Chief.

#### ARTICLE 4

##### 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 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;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

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

## ARTICLE 5

### LEAVES OF ABSENCE

A. A leave of absence without pay shall, at the discretion of

PBA: \_\_\_\_\_



the Township, be granted for good cause to any Employee who has been employed for a period of ninety (90) days after the probationary period.

B. Maternity Leave: Upon presentation of proof of pregnancy, the female Police Officer will be relieved of her street duties and assigned to an in-house function by the Chief of Police. The female Police Officer will receive a one (1) month leave of absence with pay, after the birth of her child.

C. Any male Police Officer shall be eligible for a paternity leave of absence with pay upon the birth of his/her child by his/her spouse/domestic partner for one (1) work week immediately after the birth of the Police Officer's child. Police Officers who are regularly scheduled for twelve (12) hour shifts shall be entitled to up to sixty (60) hours paid leave under this provision. Police Officers who are regularly scheduled for eight (8) hour shifts shall be entitled to up to forty (40) hours paid leave under this provision. Police Officers who are regularly scheduled for ten (10) hour shifts shall be entitled to up to fifty (50) hours paid leave under this provision.

D. Family/Medical leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (hereinafter, FMLA) and the "New Jersey Family Leave Act" (hereinafter, NJFLA) and the regulations

promulgated pursuant to those statutes; as well as a Family Leave Police adopted by the Township of Cherry Hill. Under the provisions of these statutes, certain Employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending on the type of leave requested and the Township will grant leave in accordance with the provisions of each statute, and the judicial decisions interpreting the requirements of each statute. Employees taking FMLA Leaves and/or NJFLA Leaves will be required to use accrued sick leave, vacation and administrative leave concurrent with the approved leave. Employees will also be required to take FMLA Leaves and NJFLA Leaves concurrently when possible under the statutes. The Township retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

E. The NJ SAFE Act took effect November 1, 2013, and will provide a job protected leave of absence to employees who are victims of domestic violence or sexual assault, or who are related to such victims. Eligible employees are entitled to 20 days of job-protected leave related to domestic violent or sexual assault. An eligible employee must have been employed for at least 12 months and works at least 1,000 hours during that time.

F. During the leave period, the employee's health benefits

will be continued on the same conditions, as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for the period of the leave if it exceeds sixty (60) consecutive calendar days of unpaid leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

#### ARTICLE 6

##### MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. Neither the Local nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employees' duties of employment), work

stoppage, slowdown, sickout, walkout or other illegal job action against the Township.

C. The PBA agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow-down or other activities aforementioned, or support any such action by another Employee or group of Employees of the Township.

D. In the event of a strike, slow down, work stoppage, sickout, or other activity aforementioned, it is agreed that participation in any such activity by any Employee covered under this Agreement shall entitle the Township to take any legal and statutory remedies.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the PBA or its members.

F. "Sick Out" shall be defined as the unexcused absence of forty (40) Percent or more of the members of the Bargaining Unit scheduled and assigned for each scheduled work shift during a twenty-four (24) hours work period.

G. Upon the occurrence of a "sick out" as defined above, each member who has reported in sick shall be examined by a physician of his choice within twenty-four (24) hours of the time

reporting sick and such member shall submit a report from said physician indicating the nature of the Employee's illness and recommendations therefore. Said report is to be delivered to the Chief of Police within twenty-four (24) hours of the time or his examination by his physician.

H. A determination of whether such Employee is of sufficient good health to carry out his assigned duties shall be made by Chief of Police taking into account said physician's report and recommendations. A determination that such Employee is not of sufficient good health to carry out his assigned duties shall be an excused absence.

I. In the event that the Chief of Police determines that the Employee was in sufficient good health to carry out his assigned duties, said Employee shall be subject to disciplinary action up to dismissal. Procedures as outlined in the Police Disciplinary Code shall govern, except that the Mayor's decision may be appealed to Binding Arbitration. Said appeal must be filed within ten (10) working days of the Mayor's decision. The Arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission. The costs shall be borne equally between the Township and the appealing party.

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### A. PURPOSE

PBA: \_\_\_\_\_

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Department Staff.

3. Nothing herein shall be deemed to deny the Employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny Employees of their rights to pursue any other statutory or legal remedies in lieu of resorting to the Grievance Procedure.

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, agreements administrative decisions affecting the terms and conditions of employment, and shall be raised by an individual, the PBA on behalf of an individual or group of individuals, or the Township.

C. STEPS OF THE GRIEVANCE PROCEDURE

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

STEP ONE

PBA: \_\_\_\_\_

(a) An aggrieved Employee or the PBA on behalf of an aggrieved Employee or Employees or the Township shall institute action under the provisions hereof within thirty (30) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved Employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of the informal discussion, the grievance may proceed to Step Two.

#### STEP TWO

(a) In the event a satisfactory settlement has not been reached at Step One, the grievant may within five (5) days of the supervisor's decision, file his written grievance with the Chief of Police.

(b) The Chief of Police shall review the matter and make a determination within ten (10) days from receipt of the grievance.

#### STEP THREE

(a) In the event a satisfactory settlement has not been reached at Step Two, the grievant may within five (5) days of the Chief's decision, file his written grievance with the Mayor or its designee.

(b) The Mayor or its designee shall review the decision of the Chief of Police and within ten (10) days from receipt of the grievance make a written determination.

#### STEP FOUR

(a) In the event the grievance has not been resolved at Step Three and the PBA Executive determines that the grievance is meritorious, then the PBA may within ten (10) working days of the Mayor's or his/her designee's decision request arbitration. The Arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final

decision by the Mayor or his/her designee. In the event the aggrieved elects to pursue other remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The PBA shall pay whatever costs it may have incurred in processing the case to arbitration.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. In formulating his decision, the Arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

(d) The costs for the services of the Arbitrator shall be borne equally between the Township and the PBA, unless the PBA elects to withdraw, in which case any fees of the "PERC" shall be paid by the PBA. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

(e) The Arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties. The decision of the Arbitrator shall be final and binding.

(f) No response at any Step in this procedure by the Township or its agents shall be deemed to be a negative response upon the termination of the applicable time limits the grievant may proceed to the next Step.

(g) Group grievances which shall be defined as those affecting "substantially" all of the members of the Local shall be filed by the Local and by the Local only at Step Three.

(h) The Township reserves the right to file in writing a grievance on its behalf with the Executive Board of the Local which shall conduct a conference with the representatives of the Township within ten (10) days of the filing of the grievance, and which shall render a determination. In the event that the Township is unsatisfied with the determination of the Local Executive Board, the Township may then proceed



to the final Step of the Grievance Procedure.

(i) Time limits may be extended by the parties by written mutual agreement.

## ARTICLE 8

### COMPENSATION

A. Base wage rates for Employees covered by this Agreement shall be as set forth on Schedule "A" annexed hereto, which shall reflect the following:

**2018** - Effective January 1<sup>st</sup>, all steps on the wage guide in effect as of December 31, 2017 shall be increased by 2% and all officers shall move in their appropriate step.

These adjustments shall be retroactive where applicable.

**2019** - Effective January 1<sup>st</sup>, all steps on the wage guide in effect as of December 31, 2018 for employees hired before July 1, 2011 shall be increased by 2.25% and all officers shall move in their appropriate step; and all steps on the wage guide in effect as of December 31, 2018 for employees hired employees hired after July 1, 2011 shall be increased by 2.5% and all officers shall move in their appropriate step.

**2020** - Effective January 1<sup>st</sup>, all steps on the wage guide in effect as of December 31, 2019 for employees hired before July 1, 2011 shall be increased by 2.25% and all officers shall move

in their appropriate step; and all steps on the wage guide in effect as of December 31, 2019 for employees hired employees hired after July 1, 2011 shall be increased by 2.5% and all officers shall move in their appropriate step.

**2021** - Effective January 1st, all steps on the wage guides in effect as of December 31, 2020 shall be increased by 2.5% and all officers shall move in their appropriate step. All employees shall continue to advance in accordance with the established schedule of the revised wage schedule.

B. The immediate family (spouse, children) shall receive for a period of three (3) months, the weekly income check of a member killed in the line of duty.

C. The Township at its sole discretion reserves the right to require qualified Employees covered by this Agreement to temporarily perform job functions other than those normally performed by said Employees. Said job functions to be performed may be at a higher level or may be different job functions at the same level regularly performed by said Employee. If necessary, the Township may train personnel so that qualifications for the job functions may be met, such period of training shall not exceed sixty (60) days.

D. Should an Employee be ordered to perform the elements of the job function of a higher rated classification after a period

of one (1) full working day or more, he shall receive the higher category of pay on the following pay period. An Employee shall be entitled to the higher rate of pay for those consecutive working days actually worked in the higher classification beyond the first full working day.

E. Job classifications referred to herein, shall be Patrolman, Detectives, and Superior Officers. The above provisions of this Article shall not apply to Employees working in a higher category or classification. However, if an Employee is assigned by formal order to an assignment by the Chief of Police said Employee shall be compensated at the rate of the higher classification.

F. No sooner than 30 days after the execution of this contract by both parties, the Township shall issue paychecks on a bi-weekly basis.

G. Direct Deposit. The Township has adopted an Ordinance to have an employee's net pay directly deposited pursuant to N.J.S.A. 52:14-15a, the Township shall continue to provide each employee, electronically through ADP IPay all information regarding net pay and withholdings deducted from the employee's pay check

## ARTICLE 9

### SICK LEAVE

A. Paid sick leave shall be earned at the rate of one hundred twenty-seven and one half hours (127.5) hours per year.

B. Paid sick leave is an employee benefit provided to all regular, full time Police Officers unable to work scheduled hours due to the Police Officer's personal illness, injury or disease, the officer's receipt of professional medical care, or to care for an immediate family member's illness, injury or disease. The term "immediate family member" is defined to include mother, father, mother-in-law, father-in-law, child, or a spouse, domestic partner and/or civil union of an employee, as defined under New Jersey law. Sick leave shall be deemed to have been earned and accumulated at the rate of sixty-four (64) hours per year of service prior to January 1, 1965 regardless of the actual number of days used or earned.

C. Sick leave accumulated prior to January 1, 1983, shall be retained in full and paid at retirement based upon the retirement rate of pay.

D. Sick leave accumulated subsequent to January 1, 1983 shall be retained in full and paid at retirement at the rate of pay at which it was earned.

E. In utilizing sick leave for injury, illness or disease, the sick leave earned in the year in which the Employee is injured or ill shall be used first. After the current year's sick leave is exhausted, illness or injury shall be charged against sick

leave earned after January 1, 1983, starting with the oldest accumulated leave. Once sick leave earned subsequent to January 1, 1983 has been exhausted, sick leave accumulated prior to 1983 shall be drawn upon.

F. In the event of compensable illness or injury within the meaning of the New Jersey Workmen's Compensation Statute, the Township shall pay to the Employee **for the first nine (9) months the employee is out on Workmen's Compensation** the difference between the normal full rate of pay and any Temporary Disability Benefits payable pursuant to the Workmen's Compensation Statute so long as the Employee is entitled to such temporary disability benefits. **Thereafter, the employee may elect to use accrued sick time to pay the difference between the statutory rate up to but not including their full salary.**

G. The Chief of Police in his sole discretion may offer light duty assignments when such work is available related to employees on leave for work related injury. Light duty assignments by Chief of Police or his designee will continue to depend on the medical restrictions of the employee, the needs of the Department, and the availability of appropriate work as determined by the Chief of Police.

H. An Employee entitled at retirement to compensation for unused accumulated sick leave shall at the time of retirement have deducted there from a dollar amount equal to the amount

paid by the Township to said Employee in excess of that required to be paid by the Temporary Disability Benefits provisions of the Workmen's compensation Statute. In the event there are insufficient funds payable to the Employee as a result of accumulated unused sick time, the Employee shall not be required to make any reimbursement to the Township.

I. Employees hired after July 1, 1985

For Employees hired after July 1, 1985, unused sick leave shall accumulate without limitation from year to year of employment. Upon retirement, said Employees shall receive payment for fifty (50%) percent of their accumulated sick leave hours, up to a maximum of seventeen hundred (1700) hours. Payment upon retirement for such accumulated sick leave shall be at the rate of pay as set forth in Sections D & E hereof.

K. For Employees hired after January 1, 1987, unused sick leave shall accumulate from year to year without limitation. There shall be no payment upon retirement for any accumulated sick leave

**ARTICLE 10**

**COLLEGE INCENTIVE PROGRAM**

A. Each Employee who enters the College Incentive Program pledges to achieve an Associate of Arts Degree in police science, administration or related field of study as designated

by the institution of higher learning as being within their law enforcement degree program.

B. Each Employee shall be compensated at the rate of one dollar (\$1.00) per month for each successfully completed credit earned at an accredited institution of higher learning provided the courses studied had the prior approval of the Director of Public Safety or Chief of Police.

C. Upon presentation of proof of successful completion through institutional records, payments shall be added to salary at the end of each semester in either February, June or September.

D. In the event an Employee does not earn any additional credits for three (3) consecutive semesters, all payments hereunder shall cease. The Employee may reinstate him/herself in the program, but credits earned prior to his reinstatement shall not be compensated until the attainment of the Associate of Arts Degree. The Employee may make application to the Chief of Police for relief from the provisions of this Section.

E. Credits earned prior to appointment to the Department shall not be compensated for until the attainment of the next highest degree, either the Associate of Arts or the Bachelor's.

F. The highest level of compensation under this program shall be those credits up to and including the Bachelor's degree.

G. The terms and provisions of this Article shall not apply to any Employee hired on or after May 14, 1999. Effective May 14,

1999, newly hired Police Officers shall be expected to possess a Bachelor's Degree from an accredited college or university or shall sign an agreement when hired to obtain such a degree at their own expense within a specified period of time as a condition of continued employment.

## ARTICLE 11

### EXCHANGE OF HOURS OF DUTY

A. The request for exchange of hours of duty by an Employee may be granted by the Chief or his designee provided such request has been made through channels and in conformance with the needs of the Department.

B. In volunteering to exercise the provisions of this Article, no officer shall work more than two (2) shifts and the provisions of Article 12 shall not apply to the second shift unless the officer is ordered to work hours in excess of his shift, in which case Article 12 shall be applicable to those excess hours.

## ARTICLE 12

### HOURS AND OVERTIME

A. ANNUAL SCHEDULE AND REGULAR WORK SCHEDULE.

The Chief of Police shall establish an Annual Work Chart for the coming year consistent with the provisions of this Article, the



terms of this contract and State Law. For the purpose of this contract, a Regular Day Off ("RDO") is a day on the Annual Work Chart that an employee is not scheduled to work. The regular duty schedule for the patrol division and other divisions which may be assigned to a twelve (12) hour shift shall consist of a twelve (12) hour daily work schedule based on the Pitman Model (two (2) days on -two (2) days off- three (3) days on - two (2) days off - two (2) days on - three (3) days off.) The Investigative Unit and the Traffic Unit will be assigned a basic work week of forty (40) hours composed of eight (8) hour work shifts. Where regular schedule involves shifts other than eight (8) hours for employees other than those working in the Patrol Division, the general schedule will provide offsets to ensure the forty (40) hour base work week is maintained during the course of the year.

Adjustments to the annual work chart may be made at any time with the consent of the officer.

Mandatory rest periods between shifts and hours worked for outside employers will be determined by departmental policy.

B. OVERTIME: Overtime shall be paid for hours worked in excess of (the officer's regular duty work schedule (basic eight (8), ten (10), or twelve (12) hour shift as appropriate for the

officers regular duty work schedule) or where an Employee is caused to work on a regular scheduled day off ("RDO") as defined by the Annual Work Chart annual posted work chart and Section A of this Article except as set forth in Paragraph C below.

a. Employees required to work in excess of their regular shift, with the approval or at the request of their supervisor, shall be paid at one and one-half (1½) times their regular rate of pay on the following basis:

1. 0 - 15 minutes -----No pay
2. 16 minutes and after----time and one-half retroactive to the first minute

b. Employees may be recalled to duty and shall be compensated at the Employee's option to be exercised (in writing) at the time the recall for all such hours at one and one-half (1½) times the regular rate of pay or at straight time rates in compensatory time off. Employees shall be paid a minimum of four (4) hours, regardless of actual time recalled to duty.

c. Off Duty Court appearances, as required in the line of duty shall be compensated by means of compensatory time at one and one-half (1½) times the regular rate of pay computed at an hourly rate equal to 1/40th of said

officer's weekly base salary. However, there shall be a minimum of three (3) hours pay for day/night off duty court appearances as required.

d. Compensatory time off earned during a calendar year, if unutilized, will be compensated for by the Township at straight time rates at the end of that calendar year, unless the Employee requests and is granted the right to accumulate such time off for the succeeding year. Such approval may be granted at the discretion of the Chief of Police or his/her designee, which approval may not be arbitrarily denied. In the event of such accumulation that time off must be taken subject to the approval of the Chief of Police or his designee. Compensatory Time Off awarded to pursuant to this Paragraph, not including Kelly Time or RDO time, when paid shall be at the rate in effect when earned.

C. REGULAR DAYS OFF: When an Employee is required to work on a regularly scheduled day off ("RDO"), as defined by the Annual Work Chart and Section A of this Article, in connection with any training, or community events, at which the primary focus is interaction with members of the community, this time shall be treated as compensatory time, and shall be reimbursed at one and one half (1.5) times for all hours worked in excess of the

Employees' regular schedule. Any time to be designated as RDO in accordance to this paragraph shall be so designated by the Chief or his/her designee at the time of the assignment.

a. Unlike Overtime time earned in Section B, Employees shall not receive monetary compensation for any unused RDO time.

b. RDO time awarded under this paragraph may be taken off with the approval of the Police Chief or his/her designee, within a reasonable period of time after it is earned, so long as it does not create an undue hardship in scheduling or maintaining operations.

c. At no time shall accumulated RDO time exceed two hundred (200) hours for any employee. If accumulated RDO time exceeds the permitted amount, the Chief of Police may schedule the officer's RDO time in order to reduce the accumulated leave.

d. When any officer attends training, they shall receive RDO in lieu of paid overtime or compensatory time.

e. Any officer who volunteers for community events shall receive RDO in lieu of paid overtime or compensatory time.

D. KELLY TIME: Each month, employees in the Patrol Division shall earn ten (10) hours of compensatory time (120 hours per year) to offset the change in annual hours worked from 2068

hours to 2190 hours under the twelve (12) hour shift schedule. This compensatory time shall be designated as "Kelly Time" and shall be used in the year that it is earned. Employees shall not receive monetary compensation for any unused Kelly Time. This section shall not alter the other terms and conditions set forth in this Article, including but not limited to Hold Time Beyond a Shift, Recall Time, Off-Duty Court Time, RDO and Compensatory Time (earned independently of Kelly Time).

E. All permanent work schedule changes shall be made with a minimum of thirty (30) days' notice.

### **ARTICLE 13**

#### **CLOTHING**

The Township will submit a list of Employees on July 1 of each year who are to be supplied with body armor. No Employee will receive this body armor unless his/her armor is five years old or older. The cost of the body armor will be paid by the Township. The Township also agrees to maintain a list of warranties and guarantees for all body armor. Specifications for body armor are the sole responsibility of the Chief of Police.

### **ARTICLE 14**

#### **HOLIDAYS**

A. Each covered Employee of the Department shall be granted

fourteen (14) days per year. Each day shall be based on one (1) work day regardless of the employee's shift.

These days are in lieu of official paid holidays and are to be scheduled at the discretion of the Chief of Police or his designee.

B. Holidays earned in one (1) year must be utilized by March 31 of the succeeding year provided the officer is given the opportunity to utilize such holidays during this period.

## ARTICLE 15

### VACATIONS

Each Employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

During the 1<sup>st</sup> calendar year of employment  
if appointed after June 30                      Forty (40) hours (prorated)

During the 1<sup>st</sup> calendar year of employment  
if appointed prior to June 30                      Forty (40) hours

From the 2<sup>nd</sup> through & including the 5<sup>th</sup> calendar year  
of employment                                      Eighty (80) hours

From the 6<sup>th</sup> through & including the 10<sup>th</sup> calendar year  
of employment                                      One hundred twenty (120) hours

From the 11<sup>th</sup> through & including the 15<sup>th</sup> calendar year  
of employment                                      One hundred sixty (160) hours

From and after the 16<sup>th</sup> calendar year of employment  
    Two hundred (200) hours

Accumulation of annual vacation leave from year to year may be permitted at the discretion of the Department Head with

PBA: \_\_\_\_\_

approval of the Mayor, however, accumulated vacation leave must be utilized in the year succeeding its accumulation in the form of requested compensatory time off and scheduled at such times as the needs of the Division permit.

An annual vacation leave schedule shall be prepared by each Division Head in accordance with the provisions of this Article.

## ARTICLE 16

### SEPARATION, DEATH & RETIREMENT

A. Employees shall retain all pension rights as Police Officers under New Jersey laws and the Township Municipal ordinances.

B. Employees retiring either after twenty-five (25) years of service pursuant to NJSA 43:16A-11.1 or having attained the age of fifty-five (55) pursuant to NJSA 43:16A-5 or as a result of a disability pension, whether work connected or not, shall be paid for all accumulated holidays, vacation, sick leave days and other compensatory time as provided in this Agreement. Said payments, shall be computed at the rate of pay at the time of his retirement based upon the base annual compensation.

C. Employees intending to retire on other than disability pension shall accordingly notify the Chief of Police, or his designee, sixty (60) days prior to start of fiscal year in which said retirement is to become effective. Such notice provision

shall not apply to any Employee who retires because of conditions not known or reasonably foreseeable by the Employee.

D. In the event of an Employee's death, his estate or legal representative shall be paid for all accumulated holidays, vacation, sick leave days or other compensatory time as provided in this Agreement. Payment shall be made at the Employee's rate of pay at the time of his death.

E. In the event of an Employee's separation from service for any reason not set forth in Section B or D above, all accumulated vacation, holidays and other compensatory time shall be paid at the then rate of pay to the Employee, except that no payments shall be made for accumulated sick leave.

F. For benefits payable in the then current year in all cases of separation, death, while not in the line of duty, or retirement, all vacation, holidays, sick leave days and other compensatory time shall be pro-rated on the calendar year from January 1 through December 31.

G. For benefits payable in the then current year in all cases where the Employee died while in the line of duty, all vacation, holidays, sick leave days and other compensatory time which would have accrued for the entire calendar year (in the year of the Employee's death), shall be payable to the Employee's estate or legal representative.

H. Separation shall be defined as any permanent cessation of



employment but shall not be deemed to include temporary leaves of absence, vacations, layoffs, or other temporary leaves.

I. Upon retirement from Cherry Hill Township after completion of twenty-five (25) years of service with the Township, medical, dental and prescription insurance coverage that is offered to non-retired members of this bargaining unit shall be provided for the retiree and his/ her family up to age sixty-five (65), providing those eligible annually certify that they have no other medical coverage.

Should the retiree move out of the area serviced by the Township's coverage, the retiree and his/her family shall be provided with a quarterly reimbursement for medical coverage, providing those eligible for out of area coverage annually certify that they have no other medical coverage and provide proof of payment to the out of area medical insurance carrier.

The maximum cost to the Township under this provision shall not exceed 50% of the actual cost of the insurance up to twelve thousand, five hundred (\$12,500) dollars annually. The retiree's contribution shall be inclusive of any premium

sharing contributions required under P.L. 2011, Chapter 78.

All retirees may choose between medical, dental, or prescription (any or all) which is currently available to active employees under Article XXII of this Agreement. This provision shall apply to employees who retire during the term

of this contract.

Any retiree who stops receiving Township medical benefits, and at some point wants to begin receiving them again, will be permitted to rejoin the retiree medical benefits plan as stated above beginning January 1, 2006.

This coverage shall only be for medical and surgical coverage in effect at this time.

J. Upon retirement, the Employee shall have the option to receive accumulated sick leave payment in a lump sum or in a pay out over a time period mutually agreed to by the Employee and the Township.

## ARTICLE 17

### SERVICE RECORDS/PERSONAL FILES

A. Employees covered by this Agreement shall be entitled to inspect their service records upon request and by appointment.

B. It shall be understood that upon inspection completion by the officer of his or her service record the officer shall initial a receipt form, which shall list the date and time of the inspection and record the documents contained therein. A copy of the form shall be retained in the service record and become part of the personal file.

C. 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 designated by the Chief of Police and may be used for all lawful purposes by the Police Chief, Mayor and/or Governing Body.

Upon advance notice and at reasonable times, any member of the Union 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.

Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy of the complaint shall be made available to him and he shall be given the opportunity to rebut it in writing if he so desires and he shall be permitted to place said rebuttal in this file.

All personnel files will be carefully maintained and safeguarded as long as they are kept by the Department and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the Union shall subject that member to appropriate disciplinary action.

## **ARTICLE 18**

### **BULLETIN BOARD**

A. The Township shall provide two (2) bulletin boards for the posting of notices relating to matters and official business of all Police Organizations.

B. The bulletin boards may be utilized by the PBA for the

PBA: \_\_\_\_\_

purpose of posting PBA announcements and other relevant information. The Chief, or his designee, may have removed from the bulletin board any irrelevant material after notice to the PBA President.

#### ARTICLE 19

##### BEREAVEMENT LEAVE

A. Because of death in the immediate family, leave with pay shall be granted for a period not to exceed four (4) scheduled work days from and including the day of death. The immediate family shall include parents, parents-in-law, spouse, children, brothers or sisters, grandparents, brothers or sisters-in-law and other residents residing in the Employee's home.

B. Proof of death may be required at the Township's discretion.

#### ARTICLE 20

##### TRAVEL EXPENSES

A. Employees shall be reimbursed at the rate of twenty cents (20¢) per mile for all approved travel expense while using a personal vehicle and shall be reimbursed for all other travel expense in connection with their official duties.

#### ARTICLE 21

##### HOSPITALIZATION AND MEDICAL BENEFITS

The Township shall continue to make available to employees and their families medical, prescription and dental insurance as

provided in this Article. The cost of these benefits shall be shared by the Township and Employee in accordance with P.L. 2011 c.78, as amended and as further set forth below. Pursuant to N.J.S.A. 40A: 10-21.2 in any successor Agreement, the contribution to health care benefits shall be negotiated as if the full premium share was included in this Agreement.

**A. Medical Benefits:**

Effective upon the signing of this Agreement or at a future date that is reasonably determined by the Township, and all times thereafter, the Township shall make available three (3) medical benefits plans for employees to choose from a Bronze, Silver, and Gold plan.

The "Gold" plan shall be identified as the "Direct Access 10 \$20/\$35" plan, the "Silver" plan identified as the "POS Design 10 \$20/\$35" plan, and the "Bronze" plan identified as the "OMNIA State Defector (with Blue Card)" plan, as defined in Attachment A attached hereto.

1. Effective January 1, 2019, POS 10, as attached hereto, shall become the Silver Plan as contained in Appendix B of the parties' contract and the Direct Access 10 shall become the Gold Plan. Those plans shall be identical to the existing POS 8 and the Direct Access 5 Gold Plan, except the deductibles shall increase from \$300 single, \$600 family to \$500 and \$1,000 respectively; the out-of-network coinsurance shall drop from 70%

to 60%, and in-patient hospital service shall now require a \$200 copayment. Other than that, the new plans shall remain the same in all other aspects as the existing Gold and Silver Plans. The OMNIA State Defector (with Blue Card) plan shall become the Bronze Plan. See copy of plans attached hereto. Employees will have the opportunity to select the plan that best meets their individual needs.

2. The current plans shall remain in effect until the Township is able and capable of offering the new plans. However, this shall be no later than January 1, 2019. Effective on that date, the Silver Plan shall be the base plan for all covered employees with the employees' premium costs limited to the premium share in accordance with P.L. 2011 c.78; as amended. Employees who select coverage under the Gold Plan, or any other plan then offered with a higher premium shall pay the entire difference between the premium cost of the Silver Plan and the premium cost of the plan selected. All premium payments will be made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. These contributions shall be in addition to the premium sharing contribution required by P.L. 2011, Chapter 78 in connection with the plan selected.

3. The Township shall have the right during the term of this Agreement:

PBA: \_\_\_\_\_

a. To change the plans referenced in Section "A" above to plans that are equal to or better than the coverage and benefits offered by the Township in Section "A" above, and to change the Bronze plan to a "tiered" plan equivalent in coverage and benefits to the existing OMNIA State Defector plan referred to in Section "A" above;

b. To change the POS Design 10 Plan (also known as the "Silver" plan) which has been designated as the "base" plan under this contract, to the New Jersey State Health Benefit Aetna or Horizon 20/30 Plan or a successor plan to Aetna or Horizon 20/30 Plan;

c. Employees under this Contract shall have the right to buy up to a higher cost plan offered by the Township if the employee pays the entire difference between the premium cost of the Silver and the premium cost of the plan selected.

d. To change prescription plans to the State Health Benefit Plan New Jersey Aetna or Horizon 20/30 or its successor plan, or a plan equivalent in benefits to the existing Township prescription benefit plan, with retail and mail order co-payments for generic, preferred brand, and non-preferred identical to the co-payments set forth in this contract

e. The Township may not change the type of plan more than

once during a twelve (12) month period. The Township agrees that the employees shall receive the insurance cards and other related forms before the change is made.

f. It is agreed and understood that the employees will at no time be subject to a "reimbursement arrangement" as a result of interrupted or changing coverage. This shall not, however, preclude an employee from receiving reimbursement from the Township for medical costs incurred in the event the Township fails to comply with the terms of this Agreement.

g. The Township further agrees to give at least thirty (30) days written notice of any proposed change in plans.

4. a. Coverage for eligible dependents shall be included in all health and prescription Plans for eligible employees.

b. Effective January 1, 2014, the Township shall make dependent coverage in its health and prescription Plans as set forth in this Article, available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below. Dependents that are permanently disabled will remain covered during the life of the



employee.

5. Flexible Spending Account: Pursuant to P.L. 2011, Chapter 78, the Township shall continue to provide a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

**B. Dental**

The Township shall provide dental benefits for employees covered by this Agreement and each employee's family under the Delta Dental Service Plan, on the following basis:

1. 100% coverage for preventive dental expense and diagnostic service expenses as defined in the Schedule of Benefits, page 3 of the aforesaid Delta Dental Service Plan;
2. Coverage for Prosthodontics and Orthodontic Services as defined in page 3 and page 4 of aforesaid Delta Dental Service Plan on a 50/50 co-payment basis after each patient pays a Fifty Dollar (\$50.00) deductible per calendar year, up to a One Hundred Fifty Dollar (\$150.00) maximum.

**C. Prescription**

Effective January 1, 2015 and each year thereafter, the Township shall provide prescription coverage for Employees covered by

this Agreement and each Employee's family on the following basis:

RETAIL (30 Day Supply)

| <u>Generic</u> | <u>Non-Preferred Brand</u> | <u>Preferred Brand</u> |
|----------------|----------------------------|------------------------|
| \$10.00        | \$15.00                    | \$25.00                |

MAIL ORDER (90 Day Supply)

| <u>Generic</u> | <u>Non -Preferred Brand</u> | <u>Preferred Brand</u> |
|----------------|-----------------------------|------------------------|
| \$20.00        | \$30.0                      | \$50.00                |

The Employee shall pay the lesser of the price of the generic prescription co-payment and the actual cost of the drug.

**D. Officers Killed in Line-of-Duty**

Health, prescription and dental insurance benefits for dependents of those officers killed in the line-of- duty are as follows: Certain medical benefits shall be continued for dependents of Police Officers killed during the performance of their police duties. The Township shall continue to pay premium costs for its Silver health, prescription, and dental insurance coverage for the spouse and/or dependent children to age twenty-six (26) of any Police Officer killed while in the performance of his/her police duties under the following conditions:

(a) The spouse of each deceased police officer does not remarry;

(b) The spouse of each deceased police officer does not

obtain medical insurance/benefit coverage from an employer or any other source;

(c) The spouse does not qualify for medical insurance/benefit coverage as may be provided by a State or the Federal Government, including but not limited to Social Security, Medicare/Medicaid.

**E. Survivor Benefits**

The Township shall provide its Silver health plan, prescription and dental insurance coverage for a surviving spouse of a deceased member up to age of Medicare eligibility. This benefit shall apply to all members, past and present, subject to the conditions described in Article 16, Paragraph I. The surviving spouse shall be eligible for this benefit for ten (10) years from the date of this Agreement or date of death, whichever is later. Annual certification will be required from those eligible that they have no other similar medical coverage.

**F. Long Term Disability Insurance**

The Township will supply at no cost to the employees covered by this Agreement a Long Term Disability Plan which will provide income protection in the event of a non-work-related illness or injury resulting in disability. The Township may, at its discretion, offer additional voluntary coverage to be paid by the employee at the employee's option.

**ARTICLE 22**

**MILITARY LEAVE**

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States Armed Forces or the National Guard of any state, including the Naval Militia and Air National Guard, is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. Members of the Reserves are entitled to paid military leave for up to thirty (30) workdays each year, and members of the New Jersey National Guard are entitled to paid military leave for up to ninety (90) workdays each year for active duty. Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary for a period of up to eighteen (18) months. The paid leave will not be counted against any available time off, including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time. Drill weekends are not considered active duty for purposes of paid military leave. Employees will be required to use accrued time in this instance.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave (full or differential). After this period has expired, employees may continue coverage for themselves or their dependents under the Cherry Hill Township group plan, but will still be required to pay the state mandated premium share to the Township on a monthly basis, and will be invoiced for the premium share that would normally be deducted from the employee's pay. Employees who do not continue to pay their premium share will be able to continue coverage for themselves or their dependents under the Cherry Hill Township group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PFRS) will continue accruing service and salary credit in the system during the period of paid leave. Please refer to New Jersey Division of Pension and Benefits "Military Service after Enrollment and USERRA" for more information during unpaid leave status.

Pursuant to the Uniformed Services Employment and Re-employment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of

military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

#### ARTICLE 23

##### PERSONAL DAYS

Employees shall enjoy at their request two (2) paid personal leave days per year provided written notice is made two (2) days in advance of such leave. Such leave shall be granted subject to the manpower needs of the Department. The two (2) days written notice may be waived at the discretion of the Department Head in the event of a personal emergency. Personal days shall be based on one (1) work day regardless of the employee's shift.

#### ARTICLE 24

##### STATUTORY AND LEGAL RIGHTS

Nothing contained herein shall be construed to deny or restrict the Township or the Employees from the exercise of its

or their rights under R.S.34:13A, R.S. 40, 40A or any other National, State, county or local laws or ordinances pertaining to the Employees covered by this Agreement.

## ARTICLE 25

### COMMUNICABLE DISEASES

Any officer who shall suffer from a serious communicable disease shall be treated with a rebuttable presumption that the disease was contracted on the job. Incident reports may be used to validate such claims.

## ARTICLE 26

### INSURANCE

Employees covered by this Agreement shall be fully indemnified and defended by the Employer in all lawful circumstances in which the Employee renders first aid, whether on-duty or off-duty.

## ARTICLE 27

### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held invalid by operation of law or by a Court or other tribunal or competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in

full force and effect.

**ARTICLE 28**

**SUPERSEDING CLAUSE**

This Agreement superseded any and all other Agreements, ordinances and/or resolutions dealing with working conditions and terms and conditions of employment, which are inconsistent with the terms of this Agreement.

**ARTICLE 29**

**MAINTENANCE OF BENEFITS**

Except as the Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing continued herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Police Officer benefit existing prior to its effective date.



ARTICLE 30

FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter unless otherwise herein specifically provided for whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

ARTICLE 31

DUES DEDUCTION & REPRESENTATION FEE

A. Dues Deduction

The Township agrees to grant rights of dues deduction to the Local and will deduct Local membership dues from the pay of those Employees who individually request in writing that such deductions be made. Such written request must be given to the Township's Personnel Office. The Township shall remit once a month the monies collected for this purpose to the PBA.

A check off shall commence for each Employee who signs a properly dated authorization card, supplied by the Local and approved by the Township during the month following the filing of such card with the Township.

The PBA shall indemnify and save the Township harmless against all claims, demands, suits or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the PBA pursuant to this Section A of this Article.

Any such written authorization may be withdrawn at any time by filing a written notice of such withdrawal with the Township's Personnel Officer. Withdrawals shall become effective fifteen (15) days after such filing.

B. Representation Fee

In addition, in accordance with the provisions of NJSA 34:13A-5.5, the Township agrees to deduct from the salaries of its Employees subject to this Agreement, but not members of the Local, a representation fee in lieu of dues for services rendered by the majority representative. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its membership dues, fees and assessment. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(3)) as amended. Said monies, together with records of any corrections, shall be transmitted to the PBA during the month

following the monthly pay period in which deductions were made. Implementation of a payroll deduction for a representation fee will commence with a notification from the PBA, but not to exceed sixty (60) days from the date of notice.

If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Township two (2) months written notice prior to the effective date of such change.

The PBA agrees to furnish the Township with a copy of its "demand and return system" which must be established and maintained by the PBA in accordance with the law. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken in making deduction and remitting the same to the PBA pursuant to Section B of this Article.

## ARTICLE 32

### ADDITIONAL PROVISION

Article 31 is added to this Agreement to provide that any provisions of the within contract that conflict with the aforesaid amendments shall be and are superseded by this Agreement.

PBA: \_\_\_\_\_

ARTICLE 33

TERM AND RENEWAL

This Agreement shall have a term from January 1, 2018 through December 31, 2021. If the parties have not executed a successor agreement by December 31, 2021, then this agreement shall continue in full force and effect until a successor agreement is executed.

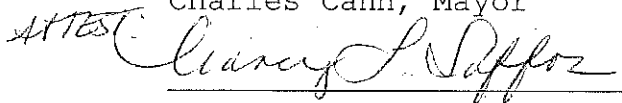
Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Cherry Hill, New Jersey on this \_\_\_\_\_ day of December, 2018.

TOWNSHIP OF CHERRY HILL



Charles Cahn, Mayor

ATTEST: 

NANCY L. SAFFOS, RMC  
MUNICIPAL CLERK  
TOWNSHIP OF CHERRY HILL

CHERRY HILL POLICE BENEVOLENT  
ASSOC., LOCAL NO. 176

 #389

Chris Wernig, President, Local 176

 #377

Craig Jones, PBA Local 176

 #389

Dennis Moore, PBA Local 176

Dated: 12/06/2018

PBA: \_\_\_\_\_

# EXHIBIT A

**PBA**

**Schedule A - Hired BEFORE January 1, 2011**

|  | <b>2018</b> | <b>2019</b> | <b>2020</b> | <b>2021</b> |
|--|-------------|-------------|-------------|-------------|
| <b>Step 7</b>  | \$104,964   | \$107,326   | \$109,741   | \$112,484   |
| <b>Step 8 - January 1 year following<br/>16th anniversary date of hire</b> | \$106,025   | \$108,410   | \$110,850   | \$113,621   |
| <b>Detectives</b>  | \$112,944   | \$115,485   | \$118,083   | \$121,035   |

**Schedule B - Hired AFTER January 1, 2011**

|                   | <b>2018</b> | <b>2019</b> | <b>2020</b> | <b>2021</b> |
|-------------------|-------------|-------------|-------------|-------------|
| <b>Academy</b>    | \$43,191    | \$44,271    | \$45,377    | \$46,512    |
| <b>Step 1</b>     | \$47,077    | \$48,254    | \$49,460    | \$50,697    |
| <b>Step 2</b>     | \$54,682    | \$56,049    | \$57,450    | \$58,887    |
| <b>Step 3</b>     | \$62,113    | \$63,666    | \$65,257    | \$66,889    |
| <b>Step 4</b>     | \$69,893    | \$71,641    | \$73,432    | \$75,268    |
| <b>Step 5</b>     | \$77,256    | \$79,187    | \$81,167    | \$83,196    |
| <b>Step 6</b>     | \$85,957    | \$88,106    | \$90,309    | \$92,567    |
| <b>Step 7</b>     | \$97,817    | \$100,262   | \$102,769   | \$105,338   |
| <b>Step 8</b>     | \$100,315   | \$102,823   | \$105,393   | \$108,028   |
| <b>Detectives</b> | \$107,492   | \$110,179   | \$112,933   | \$115,757   |

# EXHIBIT B

Gold Plan



**DIRECT ACCESS DESIGN 10**  
**Cherry Hill Twp Plan**

| Benefit  | In-Network   | Out-of-Network                       |
|--|--|--------------------------------------|
| <b>Benefit Period</b>  | Calendar year  |                                      |
| <b>Deductible</b>  |  |                                      |
| Individual   | \$500  | \$500                                |
| Family   | \$1,000  | \$1,000                              |
|  | Deductible is Calendar Year. Deductible is Aggregate.  |                                      |
| <b>Coinsurance</b>   | 100%   | 60%                                  |
| <b>Maximum Out of Pocket</b>   |  |                                      |
| Individual   | \$2,000  | \$6,350                              |
| Family   | \$4,000  | \$12,700                             |
|  | Split 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. |                                      |
| <b>Benefit Period Maximum</b>  | Unlimited  | Unlimited                            |
| <b>Lifetime Maximum</b>  | Unlimited  | Unlimited                            |
| <b>Primary Care Physician Selection</b>  | Not Required   |                                      |
| <b>Doctor's Office Visits:</b>   |  |                                      |
| Primary Care Office Visit  | 100% after \$20 copay<br>A primary care physician is a general or family practitioner, internist or pediatrician   | 60% after deductible                 |
| Specialist Office Visit  | 100% after \$35 copay<br>A referral is not required to visit a specialist.   | 60% after deductible                 |
| Maternity Visits   | 100%   | 60% after deductible                 |
| Allergy Testing and Treatment  | 100%   | 60% after deductible                 |
| <b>Preventive Care</b>   |  |                                      |
| Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations*   | 100%   | 60% (no deductible)                  |
| Well Child Exams   | 100%   | 60% (no deductible)                  |
| Well Child Immunizations and Lead Screening  | 100%   | 60% (no deductible)                  |
| <b>Diagnostic Procedures</b>   |  |                                      |
| Laboratory   | 100% in office or Labcorp.<br>100% in Outpatient facility  | 60% after deductible                 |
| Outpatient X-ray/Radiology Services  | 100% in office<br>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 eviCore healthcare at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call eviCore healthcare 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 eviCore healthcare replace the need for a paper referral.</i>  |  |                                      |
| <b>Hospital Care</b>   |  |                                      |
| Inpatient Admission (including maternity)  | 100% after deductible and \$200 copay  | 60% after deductible and \$200 copay |
| Pre-admission Testing  | 100% after deductible  | 60% after deductible                 |
| Surgery in Hospital  | 100% after deductible  | 60% after deductible                 |
| Inpatient Physician Services   | 100% after deductible  | 60% after deductible                 |
| Outpatient Dept. Services  | 100% after deductible  | 60% after deductible                 |
| <b>Emergency Care</b>  | 100% after \$100 facility copayment  |                                      |
| Emergency Room   | Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.   |                                      |
| Ambulance  | 100%   | 100%                                 |





## DIRECT ACCESS DESIGN 10 Cherry Hill Twp Plan

| Outpatient Surgery  |  |  |
|---|--|--|
| Hospital Outpatient Surgery   | 100% after deductible  | 60% after deductible                   |
| Surgery in an Ambulatory SurgiCenter  | 100% after deductible  | 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   | 100% after deductible and \$200 copay  | 60% after deductible and \$200 copay   |
| Outpatient department   | 100%   | 60% after deductible                   |
| Office setting  | 100% after office copayment  | 60% after deductible                   |
| Substance Abuse Services  |  |  |
| Inpatient   | 100% after deductible and \$200 copay  | 60% after deductible and \$200 copay   |
| Outpatient department   | 100%   | 60% after deductible                   |
| Office setting  | 100% after office copayment  | 60% after deductible                   |
| Alcohol Abuse Services  |  |  |
| Inpatient   | 100% after deductible and \$200 copay  | 60% after deductible and \$200 copay   |
| Outpatient department   | 100%   | 60% after deductible                   |
| Office setting  | 100% after office copayment  | 60% after deductible                   |
| Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Horizon Behavioral Health at 1-800-626-2212.                                   |  |  |
| Other Services  |  |  |
| Acupuncture   | 100% after deductible  | 60% after deductible                   |
| Bariatric Surgery   | 100% after deductible  | 60% after deductible                   |
| Diabetic Education  | 100% after office copayment  | 60% after deductible                   |
| Diabetic Supplies   | 100% after deductible  | 60% after deductible                   |
| Durable Medical Equipment   | 100% after deductible  | 60% after deductible                   |
| Orthotics and Prosthetics<br>(Per NJ mandate)   | 100% after office copayment  | 60% after deductible                   |
| Home Health Care  | 100% after deductible  | 60% after deductible                   |
| Hospice Care  | 100% after deductible  | 60% after deductible                   |
| Infertility (including in-vitro fertilization)  | Limited to 4 egg retrievals per lifetime   |  |
| Physical Rehabilitation Facility Inpatient Services   | 100% after deductible and \$200 copay  | 60% after deductible and \$200 copay   |
|   | Limited to 60 days per benefit period  |  |
| Private Duty Nursing  | 100% after deductible  | 60% after deductible                   |
|   | Limited to 30 visits per benefit period (8-hour shifts)  |  |
| Short-term Therapies:<br>Physical, Occupational, Speech,<br>Respiratory   | 100% after office copayment  | 60% after deductible                   |
|   | Unlimited visit maximum per therapy, per benefit period  |  |
|   | 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% after deductible  | 60% after deductible                   |
|   | Limited to 120 days per benefit period   | Limited to 120 days per benefit period |
| Therapeutic Manipulation<br>(Chiropractic Care)   | 100% after \$25 office copayment   | 60% after deductible                   |
|   | 30 visit maximum per benefit period  |  |
| Vision - Routine Eye Exam   | 100%   | 60% No deductible                      |
| Vision Hardware   | \$100 in a 2 calendar year period  |  |
| Telemedicine  | 100% after \$0 copay   | Not Covered                            |
| Prescription Drugs  |  |  |
| Eligibility   | Not covered  |  |
|   | Dependent children, including full-time students are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to the age 31. |  |



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

## DIRECT ACCESS DESIGN 10 Cherry Hill Twp Plan

|                          |   |
|--------------------------|---|
| Pre-Existing Conditions* | Not applicable  |
| Grandfathered            | Not applicable  |
| 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 <a href="http://www.HorizonBlue.com">www.HorizonBlue.com</a> . |
| 24/7 Nurse Line          | Not applicable  |

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.

Please note that the benefit highlights are provided for informational purposes. Horizon BCBSNJ makes every effort to provide clear and accurate information pertaining to these benefit highlights. However, because Horizon BCBSNJ generally expects continued guidance from regulators on issues pertaining to Federal health care reform, the information that has been provided is subject to change. Horizon BCBSNJ will provide notice of such changes to members pursuant to State and Federal requirements.

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Silver Plan



## HORIZON POS DESIGN 10 Cherry Hill Township

| Benefit  | In-Network   | Out-of-Network                       |
|--|--|--------------------------------------|
| <b>Benefit Period</b>  | Calendar year  |                                      |
| <b>Deductible</b>  |  |                                      |
| Individual   | \$500  | \$500                                |
| Family   | \$1,000  | \$1,000                              |
|  | Deductible is Calendar Year, Deductible is Aggregate.  |                                      |
| <b>Coinsurance</b>   | 100%   | 60%                                  |
| <b>Maximum Out of Pocket</b>   |  |                                      |
| Individual   | \$2,000  | \$6,350                              |
| Family   | \$4,000  | \$12,700                             |
|  | Split 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. |                                      |
| <b>Benefit Period Maximum</b>  | Unlimited  | Unlimited                            |
| <b>Lifetime Maximum</b>  | Unlimited  | Unlimited                            |
| <b>Primary Care Physician Selection</b>  | Required   |                                      |
| <b>Doctor's Office Visits</b>  |  |                                      |
| Primary Care Office Visit  | 100% after \$20 copay<br>A primary care physician is a general or family practitioner, internist or pediatrician.  | 60% after deductible                 |
| Specialist Office Visit  | 100% after \$35 copay<br>A referral is required to visit a specialist.   | 60% after deductible                 |
| Maternity Visits   | Dependent children are eligible for Maternity/Obstetrical Benefits.  |                                      |
| Allergy Testing and Treatment  | 100%   | 60% after deductible                 |
| <b>Preventive Care</b>   |  |                                      |
| Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations  | 100%   | 60% (no deductible)                  |
| Well Child Exams   | 100%   | 60% (no deductible)                  |
| Well Child Immunizations and Lead Screening  | 100%   | 60% (no deductible)                  |
| <b>Diagnostic Procedures</b>   |  |                                      |
| Laboratory   | 100% in office or Labcorp<br>100% in Outpatient facility   | 60% after deductible                 |
| Outpatient X-ray/Radiology Services  | 100% in office<br>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 eviCore Healthcare at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call eviCore Healthcare 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 eviCore Healthcare replace the need for a paper referral.</i>  |  |                                      |
| <b>Hospital Care</b>   |  |                                      |
| Inpatient Admission (including maternity)  | 100% after deductible and \$200 copay  | 60% after deductible and \$200 copay |
| Pre-admission Testing  | 100% after deductible  | 60% after deductible                 |
| Surgery in Hospital  | 100% after deductible  | 60% after deductible                 |
| Inpatient Physician Services   | 100% after deductible  | 60% after deductible                 |
| Outpatient Dept. Services  | 100% after deductible  | 60% after deductible                 |
| <b>Emergency Care</b>  |  |                                      |
| Emergency Room   | 100% after \$100 facility copayment<br>Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.  |                                      |
| Ambulance  | 100%   | 100%                                 |

**HORIZON POS DESIGN 10**  
**Cherry Hill Township**

| <b>Outpatient Surgery</b>   |  |  |
|---|--|--|
| Hospital Outpatient Surgery   | 100% after deductible  | 60% after deductible   |
| Surgery in an Ambulatory SurgiCenter  | 100% after deductible  | 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. |  |  |
| <b>Mental Health Services</b>   |  |  |
| Inpatient   | 100% after \$200 copay   | 60% after deductible and \$200 copay                             |
| Outpatient department   | 100%   | 60% after deductible   |
| Office setting  | 100% after \$35 copay  | 60% after deductible   |
| <b>Substance Abuse Services</b>   |  |  |
| Inpatient   | 100% after \$200 copay   | 60% after deductible and \$200 copay                             |
| Outpatient department   | 100%   | 60% after deductible   |
| Office setting  | 100% after \$35 copay  | 60% after deductible   |
| <b>Alcohol Abuse Services</b>   |  |  |
| Inpatient   | 100% after \$200 copay   | 60% after deductible and \$200 copay                             |
| Outpatient department   | 100%   | 60% after deductible   |
| Office setting  | 100% after \$35 copay  | 60% after deductible   |
| Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Horizon Behavioral Health at 1-800-626-2212.                                   |  |  |
| <b>Other Services</b>   |  |  |
| Acupuncture   | 100% after deductible  | 60% after deductible   |
| Bariatric Surgery   | 100% after deductible  | 60% after deductible   |
| Diabetic Education  | 100% after \$35 copayment  | 60% after deductible   |
| Diabetic Supplies   | 100% after deductible  | 60% after deductible   |
| Durable Medical Equipment   | 100% after deductible  | 60% after deductible   |
| Orthotics and Prosthetics<br>(Per NJ mandate)   | 100% after \$20 copayment  | 60% after deductible   |
| Home Health Care  | 100%   | 60% after deductible   |
| Hospice Care  | 100%   | 60% after deductible   |
| Infertility (including in-vitro fertilization)  | 100% after \$35 copayment  | Limited to 4 egg retrievals per lifetime<br>60% after deductible |
| Physical Rehabilitation Facility Inpatient Services   | 100% after \$200 copay   | 60% after deductible and \$200 copay                             |
| Private Duty Nursing  | 100% after deductible  | 60% after deductible   |
| Short-term Therapies:<br>Physical, Occupational, Speech,<br>Respiratory   | 100% after office copayment  | 60% after deductible   |
|   | Unlimited visit maximum per therapy, per benefit period<br>Note: If specialist copay is higher than PCP copay, the lower copay will apply to short-term therapies.<br>Also, if PCP copay is \$30, the STT copay will default to \$20.  |  |
| Skilled Nursing Facility/Extended Care Center   | 100%<br>Limited to 120 days per benefit period   | 60% after deductible<br>Limited to 120 days per benefit period   |
| Therapeutic Manipulation<br>(Chiropractic Care)   | 100% after \$25 copayment<br>30 visit maximum per benefit period - no referral required  | 60% after deductible   |
| Vision - Routine Eye Exam   | 100% after \$30 copay  | 60% no deductible  |
| Vision Hardware   | \$100 in a 2 calendar year period  |  |
| Telemedicine  | 100% after \$0   | Not Covered  |
| Prescription Drugs  | Not covered  |  |
| <b>Eligibility</b>  | Dependent children, including full-time students are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31. |  |



## HORIZON POS DESIGN 10 Cherry Hill Township

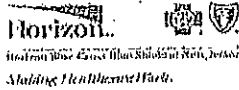
|                         |  |
|-------------------------|--|
| Grandfathered           | Not applicable   |
| Pre-Existing Conditions | Not applicable   |
| Prior Authorization     | Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at <a href="http://www.HorizonBlue.com">www.HorizonBlue.com</a> .  |
| 24/7 Nurse Line         | 24/7 Nurse Line is a health information service that includes a toll free 24 hour health information line staffed by registered nurses. 24/7 Nurse Line nurses do not diagnose or recommend any treatment. Instead, they provide the member with the necessary health information needed to make informed medical decisions. This helps members determine if their health ailment requires a doctor's visit. |

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OMNIA State Defector (with BlueCard)  
Cherry Hill Township Proposed Plan

Bronze  
Plan

| Benefit  | OMNIA Tier 1  | Tier 2  |
|--|---|---|
| <b>Benefit Period</b>  | Calendar Year   |   |
| <b>Deductible</b>  | Deductible is Calendar Year   |   |
| Individual   | \$0   | \$1,500   |
| Family   | \$0   | \$3,000   |
| <b>Coinsurance</b>   | 100%  | 80%   |
| <b>Maximum Out of Pocket</b>   | Deductible is Calendar Year   |   |
| Individual   | \$2,500   | \$4,500   |
| Family   | \$5,000   | \$9,000   |
| Tier 1 Ded/MOOP accumulates to Tier 2 Ded/MOOP but Tier 2 Ded/MOOP does not accumulate to Tier 1 Ded/MOOP. Once Tier 2 Ded/MOOP has been met, Tier 1 will also have been met.  |   |   |
| Split Maximum Out of Pocket is Calendar Year. The deductible, coinsurance, and copayments apply to the Maximum Out of Pocket.  |   |   |
| <b>Benefit Period Maximum</b>  | Unlimited   | Unlimited   |
| <b>Lifetime Maximum</b>  | Unlimited   | Unlimited   |
| <b>Primary Care Physician Selection</b>  | Not Required  |   |
| <b>Doctor's Office Visits</b>  | Not Required  |   |
| <b>Primary Care Office Visit</b>   | 100% after \$5 copay<br>A primary care physician is a family practitioner, internist, pediatrician, or nurse practitioner | 100% after \$20 copay   |
| <b>Specialist Office Visit</b>   | 100% after \$15 copay<br>A referral is not required to visit a specialist.  | 100% after \$30 copay   |
| <b>Maternity Visits</b>  | 100% after \$15 copay   | 100% after \$30 copay   |
| Copay applies to 1st visit only<br>Dependent children are eligible for maternity/obstetrical benefits.   |   |   |
| <b>Allergy Testing and Treatment</b>   | 100% outpatient facility  | 80% after deductible outpatient facility  |
| <b>Preventive Care</b>   | 100% in office setting*   |   |
| Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations  | 100%  | 100%  |
| Well Child Exams   | 100%  | 100%  |
| Well Child Immunizations and Lead Screening  | 100%  | 100%  |
| <b>Diagnostic Procedures</b>   | *Copay only applies to office visit if billed.  |   |
| <b>Laboratory</b>  | 100% in office or LabCorp<br>100% in outpatient facility<br>100% in office  | 100% in office or LabCorp<br>80% after deductible outpatient facility<br>100% in office |
| <b>X-ray/Radiology Services</b>  | 100% in outpatient facility   | 80% after deductible outpatient facility  |
| CT/CAT Scans, PET Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling eviCore at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call eviCore at 1-866-969-1234 to schedule an appointment. |   |   |
| Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from eviCore replace the need for a paper referral.  |   |   |
| <b>Hospital Care</b>   | 100% in office setting*   |   |
| Inpatient Admission  | \$150 copay per admission (does not apply to maternity, mental health/substance abuse or hospice)                         | 80% after deductible  |
| Room and Board   | 100%  | 80% after deductible  |
| Pre-admission Testing  | 100%  | 80% after deductible  |
| Surgery in Hospital  | 100%  | 80% after deductible  |
| Inpatient Physician Services   | 100%  | 80% after deductible  |
| Outpatient Department Services (Non-Surgical)  | 100% after \$15 copay   | 80% after deductible  |

**OMNIA State Defector (with BlueCard)  
 Cherry Hill Township Proposed Plan**

| Emergency Care   | 100% after \$100 facility copay (copay waived if admitted)   | 100% after \$100 facility copay (copay waived if admitted)                        |
|--|--|---|
| Emergency Room   | Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.         |   |
| Ambulance  | 100%   | 100%  |
| <b>Outpatient Surgery</b>  |  |   |
| Hospital Outpatient Surgery  | \$150 copayment  | 80% after deductible  |
| Surgery in an Ambulatory Surg.Center   | \$150 copayment  | 80% after deductible  |
| <b>Mental Health Services</b>  |  |   |
| Inpatient  | 100%   | 80% after deductible  |
| Outpatient Department  | 100% after \$15 copay  | 80% after deductible  |
| Office setting   | 100% after \$15 copay  | 100% after \$30 copay   |
| <b>Substance Abuse Services</b>  |  |   |
| Inpatient  | 100%   | 80% after deductible  |
| Outpatient Department  | 100% after \$15 copay  | 80% after deductible  |
| Office setting   | 100% after \$15 copay  | 100% after \$30 copay   |
| <b>Alcohol Abuse Services</b>  |  |   |
| Inpatient  | 100%   | 80% after deductible  |
| Outpatient Department  | 100% after \$15 copay  | 80% after deductible  |
| Office setting   | 100% after \$15 copay  | 100% after \$30 copay   |
| Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through<br>Horizon Behavioral Health at 1-800-626-2212. |  |   |
| <b>Other Services</b>  |  |   |
| Bariatric Surgery  | 100%   | 80% after deductible  |
| Diabetic Education   | 100% after office copayment  | 100% after office copayment   |
| Diabetic Supplies  | 100%   | 80% after deductible  |
| Durable Medical Equipment  | 100%   | 80% after deductible  |
| Orthotics and Prosthetics  | 100% after \$5 copay   | 100% after \$20 copay   |
| Home Health Care   | 100% after \$5 copay   | 100% after \$20 copay   |
| Hospice Care   | 100%   | 100%  |
| <b>Infertility</b>   | 100% after \$15 copay office visit<br>100% after \$15 copay outpatient facility  | 100% after \$30 copay office visit<br>80% after deductible in outpatient facility |
| Physical Rehabilitation Facility Inpatient Services  | \$150 per admission  | 80% after deductible  |
| Short-term Therapies:<br>Physical, Occupational, Speech,<br>Respiratory  | 100% after \$5 copay<br>100% after \$5 copay in outpatient facility<br>30 visit maximum per therapy, per benefit period  | 100% after \$20 copay<br>80% after deductible in outpatient facility              |
| Private Duty Nursing   | 100%   | 80% after deductible  |
| Skilled Nursing Facility/Extended Care Center  | Limited to 30 visits per benefit period (8-hour shifts)<br>\$150 per admission<br>Limited to 100 days per benefit period | 80% after deductible  |
| Therapeutic Manipulation (Chiropractic Care)   | 100% after \$15 copay<br>25 visit maximum per benefit period   | 100% after \$30 copay   |
| Adult Vision   | 100% after \$15 copay  | 100% after \$30 copay   |
| Adult Vision Hardware  | Not Covered  |   |
| Podiatric Vision and Vision Hardware   | Routine Podiatric Vision Covered 1/yr and Hardware Services are covered up to \$125                                      |   |
| Telemedicine Services  | 100% after \$5 copay   |   |
| Prescription Drugs   | Covered under freestanding prescription program  |   |



## OMNIA State Defector (with BlueCard) Cherry Hill Township Proposed Plan

|                                |  |
|--------------------------------|--|
| <b>Eligibility</b>             | Dependent children, including full-time students are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31. Please refer to your benefit booklet for further information as this benefit highlight is not an exhaustive list. |
| <b>Pre-Existing Conditions</b> | Not Applicable   |
| <b>Prior Authorization</b>     | 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 <a href="http://www.HorizonBlue.com">www.HorizonBlue.com</a> .  |

This OMNIA plan covers eligible expenses rendered by providers in Horizon's Managed Care network. When you utilize participating providers, you generally only pay your copayment and any applicable in-network coinsurance or deductible. No benefits are available out-of-network, except in emergent situations.

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