Lower Twp. AFSCME

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/2012 thru 12/31/2015.

Employer: Township of Lower

County: Cape May

Date: 6/20/13

Name: Michael J Voll
Print Name

Title: Manager

Michael J Voll
Signature

SUMMARY FORM

COLLECTIVE BARGAINING AGREEMENT
PUBLIC SECTOR / NON-POLICE & NON-FIRE

Section I: Agreement Details

Public Employer: LOWER TOWNSHIP County: Cape May

Employee Organization: AFSCME Employees in Unit: 34

Base Year Contract Term: 1/1/2006 12/31/2011 New Contract Term 1/1/2012 12/31/2015

Type of Settlement: ☐ Mediated Settlement ☐ Fact-Finder Recommendation ☑ Voluntary Settlement ☐ Super Conciliation

Section II: Economic

		Column A Base Year - Total Costs *(Last Year of Previous agreement)*	Column B New Base Year - Total Costs *(First Year of Successor agreement)*
Item 1	Salary	$1,296,667	$1,389,688
Item 2	Increment		
Item 3	Longevity	$42,859	
Item 4			
Item 5			
Item 6			
Item 7			
Item 8			
Item 9			
Item 10			
Item 11			
Item 12			
Any additional items list on separate sheet	Additional Items		
Section III: Totals - Sum of costs in each column		$1,339,526 (Total)	$1,389,688 (Total)

Section IV: Analysis of new successor agreement — *NEW* AGREEMENT ANALYSIS

Total Base Year(previous agreement) $1,339,526

Effective Date (m/d/yyyy)	1/1/2013	1/1/2013	1/1/2014	1/1/2015		
Percent Increase	3.74%	-2.09%	2%	2%		
Total cost of increase	$50,162	-$29,052	$27,213	$27,757		
Total base salary (successor agreement)	$1,389,688	$1,360,637	$1,387,849	$1,415,606		

Section V: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement) 1.41

Dollar Impact (average per year over term of agreement) $19,020.00

Section VI

Health Insurance (Indicate costs associated on each line)

	Base Year	Year 1				
Cost of Health Plan	$501,710	$538,163				
Employee Contributions	$14,745	$15,543				
Prescription						
Dental						
Vision						

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punisment.

Section VII

Prepared by: Lauren Read (Print Name) Title: CFO, Township of Lower

Signature Date: 6/18/2013

Clerk's Original

Contract

AGREEMENT

BETWEEN

TOWNSHIP OF LOWER

AND

AFSCME COUNCIL 71

LOCAL 3779

JANUARY 1, 2012

THROUGH

DECEMBER 31, 2015

AFSCME®

We Make America Happen

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PREAMBLE

This agreement, entered into this day of 13 day of June 2013, by and between the Township of Lower, in the County of Cape May, State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and the Lower Township Office Workers Association, Local #3779 affiliated with AFSCME, District Council #71, AFL-CIO, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I

RECOGNITION

The employer recognizes the Union as the Bargaining Agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Article XIII and Schedule B which is part of this agreement or any newly created positions within the parameters of the Union's certification.

ARTICLE II

CHECK OFF

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME District Council #71. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended and members shall be eligible to withdraw such authority during July of each year.

B. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Council during the month following the filing of such card with the Township.

C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.

D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the Township an official notification on the letterhead of the Local Union signed by the President of the Local Union advising of such changed deduction.

E. The Union will provide the necessary "Check Off authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer.

ARTICLE III

AGENCY SHOP

A. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative B. The deductions shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

B. The fair share fee for services rendered by the Union shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

C. The sum representing the fair share fee shall not reflect the costs of financial support of political causes and candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

D. The Union shall establish and maintain a procedure whereby an individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township to take any action.

ARTICLE IV

MANAGEMENT RIGHTS

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

1. To 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, in consultation with the Department Head concerned.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, in consultation with the Department Head concerned, subject to N.J.A.C. 4:1-16.1, et. seq.

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

C. Management shall have the right to institute the technological improvements within the Department, subject only to the limitations contained herein. Technological improvement is defined as a change in procedures, equipment or method of operation of the Department, or lowering the manpower requirements of the Department. In the event technological improvements are introduced, the Department will endeavor, so far as practicable to institute these improvements in such a manner that there will be at least possible hardship to employees, including but not limited to retraining, and relocation within the Township, or reclassification of said employee or employees, where applicable. Should the Union feel that an injustice has been committed in such action, they may file a grievance under this Agreement.

ARTICLE V

VACATIONS

A. Annual vacation shall be granted as follows:

Up to 1st year of working service	1 working day per month
After 1 year and up to 5 years	13 working days
After 5 years and up to 10 years	16 working days
After 10 years and up to 15 years	20 working days
After 15 years	25 working days

A working day shall be the equivalent of 7 hours for employees regularly scheduled to work 35 hours per week and 8 hours for employees regularly scheduled to work 40 or more hours per week (i.e. Public Safety Telecommunicators.)

Vacations shall be scheduled only the approval of the employees Department Head. Township reserves the right to refuse vacation requests if administrative pressures so require. The Township further reserves the right to adjudicate conflicting vacation request by means of seniority.

B. The employees of the Department of Public Safety may take vacation anytime during the year, with the approval of the supervisor.

C. Permanent part-time employees whose titles are included in the existing Agreement shall be entitled to a proportionate share of vacation days.

D. Any vacation leave accruing in a calendar year which is unused by an employee within that calendar year may be used within the following calendar year, but it shall not be accumulated thereafter.

E. Upon regular retirement or resignation in good standing an employee will receive remuneration for unused vacation time which has accumulated in the year of retirement or resignation, prorated in accordance with Paragraph G below, and the immediately preceding calendar year. Resignation in good standing is written notice at least fourteen (14) days in advance, and will be worked or on approved leave in order to receive unused vacation pay.

F. Vacation leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the employer shall recover the prorated value of vacation leave, and if the employee utilizes more leave than is earned, he shall be required to

reimburse the employer for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of vacation leave shall be determined by (i) dividing the number fifty-two (52) into the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of vacation days credited at the beginning of such year, and then (iii) subtracting the vacation days used in such year.

ARTICLE VI

HOLIDAYS

A. All Township Employees other than Public Safety Telecommunicators shall be entitled to the following holidays; which are to be celebrated on the days observed as such by the Township:

*New Year's Day
*Martin Luther King's Birthday
*Lincoln's Birthday
*President's Day
*Good Friday
*Memorial Day
*Fourth of July
*Labor Day
*Columbus Day"
Election Day
*Veterans Day
*Thanksgiving
Day after Thanksgiving
*Christmas

(*Federal Holidays)

Holidays which fall on a Saturday shall be celebrated on the proceeding Friday. Holidays which fall on a Sunday, Shall be celebrated on the following Monday. If a holiday falls within a period during which an employee is on annual vacation leave, he/she shall not be charged for annual vacation leave taken for that day. In the event the holiday falls on a pay day the employee shall be paid on the day before.

B. In the event that any Township employee is required to work on one of the above designated holidays, he or she shall be compensated at time and one-half for the hours worked, plus holiday pay, to be paid as part of their regular salary, except for Public Safety Telecommunicators.

In addition to the enumerated holidays, all members of this union shall be entitled to four (4) personal leave days, to be requested seventy-two (72) hours prior to the desired time off if possible, except in the case of an emergency.

Personal leave entitlements for the entire year shall be credited to the employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the employer shall recover the prorated value of personal leave, and if the employee utilizes more leave than is earned, he shall be required to reimburse, the employer for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of personal leave shall be determined by (i) dividing the number fifty-two (52) into the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of personal days credited at the beginning of such year, and then (iii) subtracting the personal days used in such year. Personal leave days shall be the equivalent of 7 hours per day for employees regularly scheduled to work 35 hours per week and 8 hours per day for employees regularly scheduled to work 40 or more hours per week (i.e. Public Safety Telecommunicators).

C. Whenever a state of emergency is officially declared by the President of the United States and/or the Governor of New Jersey, or there is a similar declaration by the Township on a scheduled work day, any employees who are required to work shall be granted an equal amount of compensatory time off, to be taken within that calendar year.

D. Any personal time or holiday leave accruing in any calendar year unused by an employee within the calendar year, may be used within the following calendar year, but it shall not accumulate thereafter.

ARTICLE VII

INSURANCE, HEALTH & WELFARE

A. The Township shall provide the following health benefits for all permanent and provisional employees working twenty-five (25) hours per week or more, and their dependents, beginning on the first day of the third month after two (2) months of active employment:

1. Major Medical Benefits with 100% coverage in-network for covered services. For out-of-network services, there will be a $750 deductible and a 40% coinsurance charge after deductibles on the first $2,500 of covered charges. The maximum deductibles and coinsurance charges per family will be based on two individuals totaling $1,500 for the deductibles and $1,600 for coinsurance. The deductibles and coinsurance charges do not apply in-network. The in-network co-payments will be $15 per office visit. All coverage for out-of-network will be based upon usual and customary

charges. The covered services provided hereunder are set forth on Schedule A attached hereto.

2. A Prescription Drug Plan which will require co-payments of $5 for generic and $10 for brand name. There will be one (1) co-payment per ninety (90) day supply of medication mail orders.

3. A Dental Plan with payment limitations as follows:

Preventative Maintenance, etc.	100%
Diagnostic and Restorative Treatment	85%
Endodontics and Periodontics	85%
Prosthodontics (Fixed and removable)	85%

Maximum Benefit: $1,500 per person per calendar year. $3,150 lifetime maximum per person for orthodontic service, until and unless otherwise negotiated.

4. A Vision Care Plan with benefits payable only once every twenty-four (24) months, except for Vision Analysis which will be payable every year, as follows:

Vision Analysis	$110
Single Vision Lenses	$100
Bifocal Lenses	$115
Multi-focal Lenses	$130
Contact Lenses	$140
Frames	$115

5. These benefits, in their amended form , will start on the date this Agreement is executed by both parties and shall continue for the life of the term of this Agreement and until a successor Agreement is reached between the parties subject to the provisions in Paragraph D below.

B. The Township shall provide the following health benefit coverage for retired employees up to the minimum age requirements for medicare coverage:

1. <u>Eligibility</u>

a. Employee retires at age sixty-two (62) or older with at least fifteen (15) years service with the Township.
b. Employee retires before age sixty-two (62) with at least twenty-five (25) years service with the Township.
c. Coverage is for retired employee and those dependents at time of retirement, but only for as long as they remain dependents.

Subsequent marriage will not make a new spouse and dependents eligible.

2. Benefits

a. Major Medical Benefits as described under Section A.1 of this Article.
b. Prescription Drug Plan as described under Section A.2 of this Article.

3. Coordination of Benefits

If retired employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be the secondary insurer. The same applies, if the retired employee's spouse has or takes another job which provides health benefits, with employed spouse's benefits primary.

C. The Township shall provide the following health benefits coverage for retired employees who have reached the minimum age requirement for medicare coverage:

1. Eligibility

a. Employee retires at age sixty-two (62) or older with at least fifteen (15) years continuous service with the Township at the time of retirement.
b. Employee retired with a t least twenty-five (25) years service with the Township, not necessarily continuous at the time of retirement.
c. Employee retired at age sixty-five (65) or older but with less than fifteen (15) years service with the Township, shall be allowed to participate in any Township group plans for supplemental Medicare Insurance, (if the Township provides one) and prescription program as long as the employee pays the premiums.
d. Coverage is for retired employee and spouse, both of whom have reached the minimum age requirements for medicare coverage. When one employee or spouse reaches the minimum age, the other will continue to receive coverage as described under Section B of this Article, until he/she also reaches the minimum age.

2. Benefits are limited to a maximum of $830, for retired employee and spouse, to assist in the purchase of a medicare supplement health benefits plan. Medicare Part B payments/deductions shall have been authorized by each. The Township reserves the right to purchase the supplements directly, or to reimburse the retired employee and/or spouse.

3. If retired employee or spouse has or takes a job with the employer who provides health benefits, he and/or she must obtain primary coverage there

under, and the Township will be the secondary insurer. Coordination of benefits will apply.

D. The Township retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents are greater than or equal to the current plan. Notwithstanding the foregoing the Township retains the exclusive right to return to the New Jersey State Health Benefits Plan that is substantially equivalent to the employee's current coverage in a base plan that is equal to or better than current coverage. All plans offered by the State Health Benefits Plan shall be offered to employees who shall pay the difference if they select a plan more costly than the aforesaid base plan. The Township further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is equal to or better than current coverage. In the event the Township changes any of the existing insurance plans or carriers providing such benefits, the Township will give the Union thirty (30) days notice prior to implementing the new plan or carrier.

E. When both husband and wife are Township employees, family coverage will be provided under only one Agreement, with supplemental benefit of 100% coverage for Vision and Dental, and 100% reimbursement of In and Out-of-State Network deductibles and co-payments.

F. When an employee's spouse works for another employee with family health benefits, then the employee may waive health insurance coverage under the Township Plan in favor of coverage under the spouse's plan. In this event, the Township will annually award a $4,000 cash payment, payable in quarterly payments of $1,000 in that year in lieu of enrolling the employee in the Township plans. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through his/her spouse for any reason, including, but not limited to, the retirement or death of the spouse, or divorce.

G. There will no longer be a medical fund to reimburse deductibles, co-payments, or other out-of-pocket expenses.

H. The provisions of this Agreement do not affect the health benefits coverages of employees who retired prior to the effective date of this same Agreement, all of which benefits are to be determined prior by prior Agreements in effect at the time of retirement.

I. The Township agrees to provide a free legal defense to any employee sued in his/her official capacity for any legal act committed within his/her authority as a Township employee.

J. The Township shall continue to provide a $25,000 life insurance policy on the employee's life only, in addition to the insurance provided by the state pension plan.

K. **Cost Contribution** - Bargaining unit members shall contribute to the costs of the Health Benefits Insurance Plan coverages. All bargaining Unit members shall pay a portion of health care coverage costs consistent with P.L. 2011, c. 78 (hereinafter "Chapter 78"). In addition, the contribution, if any of all bargaining unit members who retire on or after June 28, 2011, shall be in accordance with P.L. 2011, c. 78 (hereinafter "Chapter 78").

ARTICLE VIII

LEAVE OF ABSENCE

A. MILITARY LEAVE – Military leave shall be provided in accordance with applicable law.

B. BEREAVEMENT LEAVE – In the event of a death of an employee's "family member" as listed below, an employee shall be granted up to three (3) working days off without loss of pay from the date of death up to and including the day after the funeral. The following is a list of those persons who qualify within the term "family member":

Mother
Father
Spouse
Children
Grandparents/grandchildren
Sister
Brother
Step Children
Father-in-law
Mother-in-law
Brother-in-law
Sister-in-law
Step Mother
Step Father
Step Sister
Step Brother
Half-Sister
Half-Brother
Aunt
Uncle

"Family member" shall also include any relative of the employee or person that has been residing in the employee's household. Under no circumstances shall the provision of this Section result in an increase in an employee's normal earnings.

C. Family/Medical Leave Absence will be granted in accordance with the provisions of the Federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA") and the regulations promulgated thereunder. Under the provisions of these statutes, the employee is entitled to twelve (12) weeks of leave during a twelve (12) month period., which leave may be extended at the request of the employee, upon good cause shown, for up to a total of six (6) additional months excluding the initial twelve (12) week period. The employee shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, the employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the employer will grant leave in accordance with the provisions of each statue, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. If the employer takes FMLA or NJFLA leave, the employee may, at the employee's option use accrued sick leave, vacation and other administrative leave during the FMLA or NJFLA leave. The employer retains all rights to require proper certification from a health care provider pursuant to all applicable Laws. Any other leave of absence shall be granted in the sole and absolute discretion of the Township Manager and shall not be for a period in excess of six (6) months.

D. Any unpaid leave of absence granted because of illness or disability will not result in cessation of insurance, health and welfare benefits set forth in Article VI. The employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.

E. As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have sole discretion to determine if such leave will result in a cessation of insurance, health and welfare benefits during such leave of absence. The employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.

F. Unless otherwise specifically set forth in this Agreement to the contrary, all of the provisions of the New Jersey Department of Personnel Regulations concerning leaves of absence, as set forth in Title 4A of the New Jersey Administrative Code, Chapter 6, Subchapter 1, shall apply to members of AFSCME.

G. Before an employee goes on FMLA or NJFLA leave without pay, the employee shall be entitled to use of all the sick, vacation and personal days which have been credited to the employee at the beginning of the year. The employee also acknowledges that sick, vacation and personal are not earned during any FMLA or NJFLA leave or any other unpaid leave of absence. Accordingly, (i) if an employee on such leave does not return to work, he shall reimburse the employer for the paid sick, vacation and personal days used in excess of his prorated entitlements as set forth in Article V – Vacations, Article VI – Holiday, and Article XI – Sick Leave & Retirement of this Agreement, or (ii) if an employee on such leave does not return to work, the sick, vacation and personal days to be credited in the future shall be reduced by such days used in excess of his prorated entitlements.

ARTICLE IX

NO STRIKE PLEDGE

The Union covenants and agrees that during the term of the Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee fro his or her position, or stoppage of work or abstinence in whole or in part from full, faithful and proper performances of employees duties of employment), work stoppage, slow down, walkout or other illegal action which interferes with full and complete normal operation of the government of the Municipality. The Union agrees that such action would constitute a material breach of the Agreement.

ARTICLE X

GRIEVANCE PROCEDURE

A. Purpose

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 and to resolve grievances as soon as possible so as to assure efficiency and promote employees morale. The parties agree that this procedure shall be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her Department Head.

B. Definition

1. The term 'grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement, policies and administrative decisions affecting them.
2. Any grievance which constitutes a controversy arising over the interpretation, application or violation of this Agreement shall be submitted to Binding Arbitration. Grievances concerning policies and administrative decisions shall be submitted to Advisory Arbitration.

C. Method

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE: The aggrieved or the Union shall institute action under the provisions here of within ten (10) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between aggrieved employee and the Department Head for the purpose of resolving the matter informally. Failure to act with said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within ten (10) working days of the initial discussion with the Department Head, the employee or the Union may present the grievance in writing within ten (10) working days thereafter to the Department Director. The Department Director will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

STEP THREE: If the employee or the Union wishes to appeal the decision of the Department Director, such appeal shall be presented in writing to the Township Manager within ten (10) working days thereafter. The Township Manager shall review the matter and make a determination in writing within ten (10) working days from the receipt of the grievance.

STEP FOUR: If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to arbitration, in accordance with B-2 of this Article. The dispute shall be submitted to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the Township and the Union. No employee shall be denied his compensation for appearance as a witness in accordance with this Article. Any other expense, including but not limited to the presentation of non-township employee witness, shall be paid by the parties incurring same.

D. Upon prior notice to and authorization of the Department Head, the designated Union Representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

E. Agents of the Union, who are not employees of the Township may be permitted to visit the employees during working hours at their work stations for the purpose of discussing Union representation matters; as long as such right is reasonably exercised and provided further that there is no undue interference with the Township work by such agents.

F. The Township and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending t any step.

G. Employee are entitled to Union Representation at each and every step of the grievance procedure.

H. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, the grievance shall be deemed to have been denied.

ARTICLE XI

SICK LEAVE & RETIREMENT

A. All employees shall retain all pension rights under New Jersey Law and the Ordinance of the Township of Lower.

B. Employees shall receive one working day for each month of service during the remainder of the first calendar year of service and fifteen (15) working days in every year thereafter. The fifteen (15) days will be credited at the beginning of the year, and may be used at any time during the year. If an employee resigns, retires or is otherwise absent, the fifteen (15) days will be pro-rated, and if more has been used than earned, it must be repaid. All permanent part-time employees shall receive a proportionate share of sick leave. Sick leave entitlements for the entire year shall be credited to the employee at the beginning of each calendar year in anticipation of continued employment for the full year, in the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the employer shall recover the prorated value of the used, but unearned leave. For the purposes hereof, the prorated value of the sick leave shall be determined by (i) dividing the number fifty-two (52) into the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of personal days credited at the beginning of such year, and then (iii) subtracting the personal days used in such year. A sick day shall be the equivalent of 7 hours for employees regularly scheduled to work 35 hours per week and 8 hours for employees regularly scheduled to work 40 or more hours per week (i.e. Public Safety Telecommunicators).

C. Sick leave may be utilized by employees when they are unable to perform their wok by reason of personal illness, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the employee's immediate family and defined in Civil Service Regulations (N.J.A.C. 4A:1-1.3).

D. The Township will, at the employees request, annually buy back five (5) days of unused sick leave in December of any year, from employees who have not used more than five (5) sick days in that calendar year. For new employees hired on or after June 18, 2003, the Township may, at its option, but only upon the employer's request, annually buy back up to five (5) days of unused sick leave in December of any calendar year, provided that the employee has not used more than five (5) sick days in the preceding calendar year ending December 31. The purchased sick leave shall reduce the terminal leave benefit in days or hours due to the employee at the time of retirement pursuant to Paragraph E of this Article.

E. 1. For all employees hired prior to January 1, 1982, they shall be entitled, upon regular retirement, under the Public Employee's Retirement System, an employee will receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of one hundred eighty (180) days, at the employee's rate of salary at retirement.

2. For all employees hired after January 1, 1982, they shall be entitled, upon regular retirement, under the Public Employees' Retirement System, to compensation or %100 of unused sick leave, up to a maximum of one hundred (100) days, at the employee's rate of salary at retirement.

3. For all employees hired on or after June 18, 2003, they shall be entitled, upon regular retirement, under the Public Employees' Retirement System, to compensation for 100% of unused sick leave up to a maximum of $12,000.00.

4. Employees with ten (10) years of service who resign in good standing (not retirement), shall be entitled to sick leave payment to be 50% of retirement entitlement, not to exceed ninety (90) days. Payment to be at the employees current salary at the time of resignation.

F. The Township may require an employee who has been absent because of personal illness, a condition of his/her return to duty be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

G. All permanent employees shall be entitled to accumulate sick leave days from year to year to be used if and when needed for such purpose.

H. Verification of Sick Leave – The Township may for good cause require verification of sick leave. Abuse of sick leave shall be cause for disciplinary action. In the case of leave of absence due to exposure to contagious disease, a certificate from the department of Health shall be required.

ARTICLE XII

WORK WEEK AND OVERTIME

A. Public Safety Telecommunicators

1. The present work week for Public Safety Telecommunicators of forty (40) hours straight time rate and two (2) hours at an overtime rate of time and one-half shall be continued for the life of this Agreement.
2. For Public Safety Telecommunicators all days of work (based on 8 hours) will be converted to hours such that, without limitation, all sick days, vacation days, personal days, leave without pay and overtime will be converted to hours based upon 8 hours per day. In lieu of the fourteen (14) paid holidays provided for under Article VI to other bargaining unit members, Public Safety Telecommunicators shall be credited eight (8) hours of paid vacation leave for each holiday.
3. The overtime rate of time and one-half shall be computed to the nearest quarter hour.
4. When a regularly assigned Dispatcher reports off due to illness or any other legitimate cause, the vacancy shall be filled by calling another regularly assigned Dispatcher. There being no regularly assigned Dispatcher available to fill he vacancy, the Relief Dispatch shall be used. Public Safety Telecommunicators will not be required to find their own replacement when personal days and/or compensatory time off requested.
5. Public Safety Telecommunicators shall have the option of receiving their guaranteed overtime either in a lump sum payable in the first pay check in December or as part of their regular salary. Public Safety Telecommunicators exercising this option must sign an authorization indicating their desire to defer all their overtime payments until December. All other overtime shall be paid as part of their regular salary.
6. Prior to a return to an eight (8) hour shift for Public Safety Telecommunicators the Township and Union shall meet. Such meeting shall take place 30 days or more before a return to an eight (8) hour shift unless there are emergent circumstances.

B. Department of Public Safety

1. The work week for the office workers of the Department of Public Safety shall be determined by the Chief of Police, but shall not be less than thirty-five hours per week, exclusive of lunch. Overtime shall be paid as part of their regular salary at the overtime rate of time and one-half.

C. Township Office Employees

1. The work week for all employees covered under this paragraph shall consist of five (5) six (6) hour consecutive days or five (5) seven (7) hour consecutive days. Consecutive days are Monday through Friday inclusive, not including lunch hour.
2. If the Township and the Union mutually agree to have those employees working a thirty (30) hour week (5 days at 6 hours a day) work a thirty-five (35) hour week (5 days at 7 hours a day) Monday through Friday inclusive, those employees shall have their base salary adjusted by taking their then hourly times thirty-five (35) hours per week times fifty-two (52) weeks per year.
3. The Township employees covered by this Agreement shall be entitled to overtime pay at the rate of time and one-half after thirty (30) hours (for those employees on a five (5) day work week at six (6) hours per day) and time and one-half after thirty-five (35) hours (for those employees on a five (5) day work week at seven (7) hours per day), provided that said overtime is agreed to by the employees Department Head.
4. Overtime should be paid as part on one's regular salary.
5. The overtime rate of time and one-half shall be computed to the nearest quarter hour.

D. Court Personnel

1. The work week for the Court personnel shall not be less than thirty-five (35) hours per week, exclusive of lunch.
2. Any additional time worked over and above a thirty-five (35) hour week shall be computed at time and one-half and shall be paid as part of their regular salary.

E. Part-Time Employees

The work week of the part-time employees shall be determined by Management within the limitations of Civil Service Regulations. Part-time Electrical Sub-Code Official shall be paid a minimum of 20 hours per week and receive benefit time pro-rated upon 20 hours per week.

F. Time paid for (whether or not worked) will be considered as time worked for the purpose of computing overtime pay in accordance with this Article.

G. Compensatory Time

1. As a general rule, employees shall be paid for overtime work when it is authorized by the supervisors. In special circumstances, and at the option of the supervisor, overtime may be offered and taken as compensatory time off.
2. Supervisors shall be responsible for seeing to it that their employees are allowed to take any and all compensatory time off as soon as possible after it

has been earned, and within the calendar year earned; otherwise, the compensatory time earned that year will be paid in full at the end of the year.

3. Conflicting requests for compensatory time off will be adjusted in terms of seniority.
4. Compensatory Time on the books as of December 31, 1996, will be frozen. This Frozen Compensatory Time shall be bought out by the Township (or used by the employee) in accordance with a negotiated schedule, starting in 1997. The Township will purchase up to a maximum of one hundred (100) hours per calendar year, subject to the availability of funds.

ARTICLE XIII

WAGES

A. All employees covered by this Agreement shall receive a two percent (2%) increase to their annual salary on January 1st of each year for the years 2012, 2013, 2014, and 2015.

B. Retroactive salary increases will be paid no later than the first regularly scheduled pay following the execution of this Agreement by both parties.

C. The titles and grades of all employees under this Agreement are set forth on Schedule B. The practice of providing step increases has been eliminated. In exchange for the elimination of step increases the Township has agreed to provide all employees who were not at top step under the prior contract and hired prior to January 1, 2012 with the equivalent of one step under the prior contract effective on their anniversary date of hire in 2012. Additionally, employees hired between January 1, 2012 and October 15, 2012 shall receive the equivalent of one step increase under the prior contract effective on January 1, 2013. An employee who receives a title change and grade increase shall receive a salary increase of $3,000.00. Any Public Safety Telecommunicator who is promoted to the position of Senior Public Safety Telecommunicator shall receive a salary increase of $3,000.00. Starting salaries noted herein shall increase by the percentage yearly for salaries noted herein. Employees shall retain their step increases previously earned or as provided for under this Paragraph, however, no other step increases or their equivalent shall be paid.

D. All new employees hired on or after the date of this Agreement is executed by both parties shall receive a starting salary as set forth in Schedule C, except that for all Public Safety Telecommunicators hired after October 15, 2012 the Township shall be permitted to pay them a starting salary of between $30,000.00 and the base salary of the lowest paid current dispatcher as of October 15, 2012.

E. Permanent part-time employees shall be paid in accordance with the terms and conditions of this Article, as calculated for a given year with annual salary raise included but pro-rated for the number of hours worked.

F. Part-time employees whose titles are included in this Agreement shall be paid in accordance with the terms and conditions of this Article, as calculated for a given year with annual salary raise included but pro-rated for the number of hours worked.

G. The Township shall pay for college credits taken as part of a program that enhances the employees knowledge within their scope of responsibilities. Starting January

1, 1997, employees shall receive $20.00 per credit up to a maximum of $750.00 per calendar year.

H. The Township and the Union agree to discuss title and grade system to address issue of employees who may be stagnant in same title for 5 or more years, without constituting a re-opening of the contract.

ARTICLE XIV

LONGEVITY

Longevity has been eliminated. In consideration for the elimination of longevity, all employees hired prior to January 1, 2012, the amount received as longevity will be added to their annual base pay retroactive to January 1, 2012 at the maximum longevity amount under the prior collective bargaining agreement based upon date of hire and all wage increases shall be based upon this new base pay.

For all employees hired on or after January 1, 2012 and before October 15, 2012, the employee shall have a $1500.00 increase in annual base wages effective January 1, 2013 and the 2013 base pay increase of 2% for such employees shall be calculated on an annual base that includes the $1,500.00 and the step increase paid on January 1, 2013. All future wage increases shall be based upon this new base pay.

Employees hired after October 15, 2012 shall receive no compensation for the elimination of longevity.

ARTICLE XV

SHIFT DIFFERENTIAL

The Township and Union agree to eliminate shift differential pay entirely for all Public Safety Telecommunicators and as consideration thereof to add .45 per hour to the base salary for all Public Safety Telecommunicators commencing, retroactively, effective January 1, 2006. Any adjustments as a result of this change necessary to implement this change shall be made by the Treasurer's Office to effectuate the intent of this paragraph.

ARTICLE XVI

CALL IN TIME

A. Call In Time

1. If an employee, other than a Public Safety Telecommunicator, is called to duty on his/her off time, he/she shall receive payment at the rate of time and one-half and be guaranteed two (2) hours minimum work, provided the Township may require an employee to work the minimum period.
2. If a Public Safety Telecommunicator is called to duty on his/her off time, he/she shall receive payment at the rate of time and one-half and be guaranteed three (3) hours minimum work, provided the Township may require an employee to work the minimum period.
3.
4. Court employees will receive 10 minutes of call in time if they are called to do court business on their days or evenings off, if documented by the police department.

ARTICLE XVII

CLOTHING ALLOWANCE

A. Department of Public Safety

1. The Township shall continue to supply all uniforms to the employees of the Department of Public Safety as is the present practice.
2. Public Safety Telecommunicators shall receive three long sleeve shirts and three short sleeve shirts per year.

B. Building Officials

1. In the event boots are required for the Building Officials due to safety, work conditions, OSHQ requirements, etc., then they shall receive from the Township a boot allowance of $125 per year.

ARTICLE XVIII

WORKER'S COMPENSATION

A. When an employee sustains a job related injury, the employee is to receive his/her full salary from the Township, up to a maximum of one (1) year. The employee agrees to endorse over to the Township all monies reimburse to him/her by Worker's Compensation, during this time period, to the extent permitted by law.

B. After the one (1) year maximum period, the injured employee will receive Worker's compensation payments only. However, accumulated sick and vacation time (as well as any frozen Compensatory Time) may be used to supplement the Worker's Compensation payment.

ARTICLE XIX

GENERAL PROVISIONS

A. The Union shall have the use of employee bulletin board for the posting of notices relating to meetings and official business of the Union.

B. It is agreed that representatives of the employer and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meeting shall be initiated by written request of either party and a precise agenda shall be established.

C. Employees who are covered by this Agreement shall perform duties and responsibilities outlined in the New Jersey Department of Civil Service job specifications for their positions.

D. The Township shall be responsible for printing this Agreement within twenty (20) days of its having being signed by the Parties. The Union will reimburse the Township for the cost of the paper.

E. The employer shall post all position openings or newly created positions and related promotions on the union bulletin board. Said posting shall be made five (5) working days prior to the positions being opened to non employees. The posting shall state all pertinent information pertaining to the position. Any employee wishing to bid on the position shall do so by notifying the Township Manager in writing.

F. The Township shall maintain an accurate up-to-date roster of employees, showing each employees' date of hire, classification and pay rate, and shall furnish copies of the same to the union representative upon request.

G. An employee shall have the right to review their personnel file upon request in the presence of an appropriate official of the Township and/or union. Employees shall be allowed to attach to such file a response of a reasonable length to anything contained therein which is deemed adverse and request copies of such.

ARTICLE XX

UNION BUSINESS

A. Whenever an employee of the Township, who is a representative of the Union, is scheduled to participate during working hours in negotiations, grievance proceedings, conferences, conventions or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation, as long as the absences from duty are reasonable.

ARTICLE XXI

EQUAL TREATMENT

A. The Township and the Union agree that there shall be no discrimination or favoritism shown for reasons of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical heredity cellular or blood trait, genetic information, liability for military service, mental or physical disability, AIDS and HIV status, Union membership, or Union activities.

B. The Township may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

C. Ten (10) working days prior to the implementation of any new rules of work and conduct for employees established by the Township pursuant to Section B above, the Township agrees to meet and discuss such rules with the Union.

ARTICLE XXI

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXII

SEPARABILITY AND SAVINGS

A. If any provisions of this Agreement or any application of this agreement to any employee or group of employees is held to be invalid by operations of law or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2012and shall remain in effect to and including December 31, 2015. This Agreement shall continue in full force and effect during the period of negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Township of Lower, New Jersey this 13 day of JUNE 2013.

LOWER TOWNSHIP OFFICE WORKERS
ASSOCIATION-LOCAL 3779
AFFILIATED WITH AFSCME, DISTRICT
COUNCIL #71

AFSCME Council 71
Mattie Harrell, International Vice President
Executive Director

TOWNSHIP OF LOWER
CAPE MAY COUNTY, NJ

Michael J. Voll
Township Manager
Township of Lower
2600 Bayshore Rd., Villas, NJ 08251

SCHEDULE B

TITLES AND GRADES

GRADE ONE

Clerk
Cashier (added by Resolution on 4/97/97- left out of Agreement)
Clerk Typist or Clerk Transcriber
Assessing Clerk
Assessing Clerk Typing
Tax Clerk
Telephone Operator/Recept.
Building Maintenance Worker
Building Service Worker
Account Clerk Typing
Police Records Clerk Typing or Steno.
Computer Operator

GRADE TWO

Senior Tax Clerk
Senior Assessing Clerk
Senior Account Clerk
Senior Clerk Typist
Senior Bookkeeping Machine Operator
Senior Clerk Stenographer
Senior Telephone Operator/Recept.
Senior Computer Operator
Senior Police Records Clerk or Transcriber
Personnel Tech.
Violations Clerk
Assessing Aide
Registrar of Vital Statistics
Code Enforcement Officer

GRADE THREE

Principal Assessing Clerk
Principal Account Clerk
Principal Clerk Typist
Principal Tax Clerk
Principal Payroll Personnel Clerk
Principal Clerk Stenographer
Supervising/Principal Computer Operator
Data Processing Programmer
Supervising Assessing Aide
Principal Police Records Clerk or Trans.
Senior Code Enforcement Officer

GRADE FOUR

Building Subcode Official
Electrical Subcode Official
Plumbing Subcode Official
Assistant Treasurer
Assistant Tax Collector
Assistant Tax Assessor
Assistant Superintendent of Recreation
Assistant Zoning Officer

GRADE FIVE

Public Safety Telecommunicator Operator

Public Safety Telecommunicator Operator or Trainee

Relief Public Safety Telecommunicator Operator or Trainee

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United Blue Cross Blue Shield of New Jersey

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DIRECT ACCESS DESIGN 7 Public 15
Township of Lower

Benefit	In-Network	Out-of-Network
Benefit Period	Calendar Year	
Deductible		
Individual	None	$100
Family	None	$250
	Deductible is Calendar Year.	
Coinsurance	100%	70%
Maximum Out of Pocket		
Individual	$400	$2,000
Family	$800	$5,000
	Maximum Out of Pocket is Calendar Year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket.	
Benefit Period Maximum	Unlimited	Unlimited
Lifetime Maximum	Unlimited	Unlimited
Primary Care Physician Selection	Not Required	
Doctor's Office Visits		
Primary Care Office Visit	100% after $15 copay A primary care physician is a general or family practitioner, internist or pediatrician	70% after deductible
Specialist Office Visit	100% after $15 copay A referral is not required to visit a specialist.	70% after deductible
Maternity Visits	100% after $15 copay Copay applies to 1st visit only Dependent children are eligible for Maternity/Obstetrical Benefits.	70% after deductible
Allergy Testing and Treatment	100%	70% after deductible
Preventive Care		
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%	70% (no deductible)
Well Child Exams	100%	70% (no deductible)
Well Child Immunizations and Lead Screening	100%	70% (no deductible)
Diagnostic Procedures		
Laboratory	100% in office or Labcorp 100% in Outpatient facility	70% after deductible
Outpatient X-ray/Radiology Services	100% in office 100% in Outpatient facility	70% after deductible
CT/CTA Scans, Pet Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment. *Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.*		
Hospital Care		
Inpatient Admission (including maternity)	100%	70% after deductible and $200 copay
Room and Board	100%	70% after deductible
Pre-admission Testing	100%	70% after deductible
Surgery in Hospital	100%	70% after deductible
Inpatient Physician Services	100%	70% after deductible
Outpatient Dept. Services	100%	70% after deductible
Emergency Care		
Emergency Room	100% after $50 copay Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.	
Ambulance	90%	70% after deductible

C 7

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Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work

DIRECT ACCESS DESIGN 7 Public 15
Township of Lower

Outpatient Surgery		
Hospital Outpatient Surgery	100%	70% after deductible
Surgery in an Ambulatory SurgiCenter	100%	70% 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%	70% after deductible and $200 copay
Outpatient department	100%	70% after deductible
Office setting	100% after $15 copay	70% after deductible
Substance Abuse Services		
Inpatient	100%	70% after deductible and $200 copay
Outpatient department	100%	70% after deductible
Office setting	100% after $15 copay	70% after deductible
Alcohol Abuse Services		
Inpatient	100%	70% after deductible and $200 copay
Outpatient department	100%	70% after deductible
Office setting	100% after $15 copay	70% after deductible
Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212.		
Other Services		
Acupuncture	100%	70% after deductible
Bariatric Surgery	100%	70% after deductible
Diabetic Education	100% after $15 copay	70% after deductible
Diabetic Supplies	90%	70% after deductible
Durable Medical Equipment	90%	70% after deductible
Home Health Care	100%	70% after deductible
Hospice Care	100%	70% after deductible
Infertility (including in-vitro fertilization)	100% after $15 copay	70% after deductible
	Limited to 4 egg retrievals per lifetime	
Nutritional Counseling	100%	70% after deductible
	Limited to 3 visits per benefit period	
Orthotics and Prosthetics	100% after $15 copay	70% after deductible
Physical Rehabilitation Facility Inpatient Services	100%	70% after deductible
Private Duty Nursing	90%	70% after deductible
	Unlimited	
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after $15 copay	70% after deductible
Skilled Nursing Facility/Extended Care Center	100% up to 120 days	70% after deductible up to 60 days
	The overall maximum per benefit period is 120 days combined in and out of network.	
Therapeutic Manipulation (Chiropractic Care)	100% after $15 copay	70% after deductible
	30 visit maximum per benefit period	
Vision - Routine Eye Exam	100% after $15 copay	Not Covered
Vision Hardware	Not Covered	
Prescription Drugs	Covered under a freestanding Rx program	
Eligibility	Dependent children, including full-time students are covered until the end of the month 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.	

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Township of Lower

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 www.HorizonBlue.com.
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.

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.

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

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Township of Lower

Benefit	In-Network	Out-of-Network
Benefit Period	Calendar Year	
Deductible		
Individual	None	$100
Family	None	$250
	Deductible is Calendar Year.	
Coinsurance	100%	80%
Maximum Out of Pocket		
Individual	$400	$2,000
Family	$800	$5,000
	Maximum Out of Pocket is Calendar Year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket.	
Benefit Period Maximum	Unlimited	Unlimited
Lifetime Maximum	Unlimited	Unlimited
Primary Care Physician Selection	Not Required	
Doctor's Office Visits		
Primary Care Office Visit	100% after $10 copay A primary care physician is a general or family practitioner, internist or pediatrician	80% after deductible
Specialist Office Visit	100% after $10 copay A referral is not required to visit a specialist.	80% after deductible
Maternity Visits	100% after $10 copay Copay applies to 1st visit only Dependent children are eligible for Maternity/Obstetrical Benefits.	80% after deductible
Allergy Testing and Treatment	100%	80% after deductible
Preventive Care		
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%	80% (no deductible)
Well Child Exams	100%	80% (no deductible)
Well Child Immunizations and Lead Screening	100%	80% (no deductible)
Diagnostic Procedures		
Laboratory	100% in office or Labcorp 100% in Outpatient facility	80% after deductible
Outpatient X-ray/Radiology Services	100% in office 100% in Outpatient facility	80% after deductible
CT/CTA Scans, Pet Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment. *Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.*		
Hospital Care		
Inpatient Admission (including maternity)	100%	80% after deductible and $200 copay
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 Dept. Services	100%	80% after deductible
Emergency Care		
Emergency Room	100% after $25 copay Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.	
Ambulance	90%	80% after deductible

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DIRECT ACCESS DESIGN 7 Public 10
Township of Lower

Outpatient Surgery		
Hospital Outpatient Surgery	100%	80% after deductible
Surgery in an Ambulatory SurgiCenter	100%	80% 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%	80% after deductible and $200 copay
Outpatient department	100%	80% after deductible
Office setting	100% after $10 copay	80% after deductible
Substance Abuse Services		
Inpatient	100%	80% after deductible and $200 copay
Outpatient department	100%	80% after deductible
Office setting	100% after $10 copay	80% after deductible
Alcohol Abuse Services		
Inpatient	100%	80% after deductible and $200 copay
Outpatient department	100%	80% after deductible
Office setting	100% after $10 copay	80% after deductible
Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212.		
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Diabetic Education	100% after $10 copay	80% after deductible
Diabetic Supplies	90%	80% after deductible
Durable Medical Equipment	90%	80% after deductible
Home Health Care	100%	80% after deductible
Hospice Care	100%	80% after deductible
Infertility (including in-vitro fertilization)	100% after $10 copay	80% after deductible
	Limited to 4 egg retrievals per lifetime	
Nutritional Counseling	100%	80% after deductible
	Limited to 3 visits per benefit period	
Orthotics and Prosthetics	100% after $10 copay	80% after deductible
Physical Rehabilitation Facility Inpatient Services	100%	80% after deductible
Private Duty Nursing	90%	80% after deductible
	Unlimited	
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after $10 copay	80% after deductible
Skilled Nursing Facility/Extended Care Center	100% up to 120 days	80% after deductible up to 60 days
	The overall maximum per benefit period is 120 days combined in and out of network.	
Therapeutic Manipulation (Chiropractic Care)	100% after $10 copay	80% after deductible
	30 visit maximum per benefit period	
Vision - Routine Eye Exam	100% after $10 copay	Not Covered
Vision Hardware	Not Covered	
Prescription Drugs	Covered under a freestanding Rx program	
Eligibility	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.	
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com.	

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DIRECT ACCESS DESIGN 7 Public 10
Township of Lower

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.

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.

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

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Making Healthcare Work.

Prescription Drug Program
Township of Lower

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

Type of Program	Generic Drugs	Brand Name Drugs
Two Tier Copayment Plan:		
Retail: Up to a 90 day supply (1 retail copay applies per 30-day supply)	$3	$10
Mail Order: Up to 90 day supply (1 mail order copay applies for the 90-day supply)	$5	$15
Benefit Period Maximum	Unlimited	

Plan includes:

Contraceptive drugs & devices obtained at a pharmacy
Diabetic Supplies
Erectile Dysfunction drugs - limit of 4 per month
Fertility Drugs
~~Self-Administered Contraceptives & Injectible Contraceptives~~

Specialty Pharmacy Program:

Certain specially pharmaceuticals must be obtained from one of the contracted pharmacies. Specially pharmaceuticals are typically used to treat conditions such as: Adenosine Deaminase Deficiency, Allergic Asthma, Alpha-1 Proteinase Inhibitor Deficiency, Anemia, Crohn's Disease, Cytomegalovirus, Fabry's Disease, Gaucher Disease, Hypercalcemia of Malignancy, Neutropenia, Prostate Cancer, Psoriasis, Pulmonary Hypertension, Respiratory Syncitial Virus, and Rheumatoid Arthritis.

* Personal attention from a pharmacist-led team that provides condition-specific education, medication-administration-instruction and expert advice to help manage therapy.
* Claims assistance to help determine individual coverage and file the necessary paperwork.
* Easy access to pharmacists and other health experts 24 hours a day, seven days a week.
* Single, reliable source for specialty medication needs.
* Easy ordering with a dedicated toll-free number.
* Confidential and convenient delivery to the location of choice (i.e., home, physician's office.)
* Helpful follow-up care calls to remind when it's time to refill a prescription, check on therapy progress and answer any questions.
* NOTE: Specialty pharmacies are considered "retail" pharmacies and are always subject to the retail copayment levels, even if the specialty pharmaceutical is obtained through the mail.

Exclusions:

Anti-Obesity Drugs
Over The Counter Vitamins & Minerals
Growth Hormones (unless prior authorized)
Drugs for Cosmetic Purposes
Immunization Agents and Allergy Serum
Lifestyle Drugs***

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.

For more information about your prescription drug plan, please refer to our website at www.horizon-bcbsnj.com under Member Information. Should you have any additional questions, please feel free to contact Member Services at the phone number listed on

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Prescription Drug Program
Township of Lower -Retiree

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

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

Type of Program	Preferred Generic Drugs	Preferred Brand Name Drugs	Non-Preferred Drugs
Three Tier Copayment Plan:			
Retail: Up to a 90 day supply (1 retail copay applies to the greater of 100 units or a 34-day supply)	$10	$22	$44
Mail Order: Up to 90 day supply (1 mail order copay applies for the 90 day supply)	$5	$33	$55
Out of PocketMaximum per benefit Period		$1,351.00	

Plan includes:

Contraceptive drugs & devices obtained at a pharmacy
Diabetic Supplies
Erectile Dysfunction drugs - limit of 4 per month
Fertility Drugs
Self-Administered Contraceptives & Injectible Contraceptives
Lifestyle Drugs
Anti-Obesity Drugs

Specialty Pharmacy Program:

Certain specialty pharmaceuticals must be obtained from one of the contracted pharmacies. Specialty pharmaceuticals are typically used to treat conditions such as: Adenosine Deaminase Deficiency, Allergic Asthma, Alpha-1 Proteinase Inhibitor Deficiency, Anemia, Crohn's Disease, Cytomegalovirus, Fabry's Disease, Gaucher Disease, Hypercalcemia of Malignancy, Neutropenia, Prostate Cancer, Psoriasis, Pulmonary Hypertension, Respiratory Syncitial Virus, and Rheumatoid Arthritis.

- Personal attention from a pharmacist-led team that provides condition-specific education, administration instruction and expert advice to help manage therapy.
- Claims assistance to help determine individual coverage and file the necessary paperwork.
- Easy access to pharmacists and other health experts 24 hours a day, seven days a week.
- Single, reliable source for specialty medication needs.
- Easy ordering with a dedicated toll-free number.
- Confidential and convenient delivery to the location of choice (i.e., home, physician's office.)
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- NOTE: Specialty pharmacies are considered "retail" pharmacies and are always subject to the retail copayment levels, even if the specialty pharmaceutical is obtained through the mail.

Exclusions:

Over The Counter Vitamins & Minerals
Growth Hormones (unless prior authorized)
Drugs for Cosmetic Purposes
Immunization Agents and Allergy Serum

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.

For more information about your prescription drug plan, please refer to our website at www.horizon-bcbsnj.com under Member Information. Should you have any additional questions, please feel free to contact Member Services at the phone number listed on your identification card.

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