AGREEMENT BETWEEN

THE TOWNSHIP OF LOWER, CAPE MAY COUNTY

AND

POLICEMAN'S BENEVOLENT ASSOCIATION OF NEW JERSEY

LOCAL #59

January 1, 2016 through December 31, 2019

INDEX TO AGREEMENT

ARTICLE NO.		PAGE NO.
	PREAMBLE	3
1.	RECOGNITION; DEFINITIONS	4
2.	LEGAL REFERENCE	5
3.	MANAGEMENT RIGHTS	6
4.	P.B.A. REPRESENTATIVE	7
5.	RETIREMENT	8
6.	LEAVE OF ABSENCE	10
7.	DEDUCTIONS FROM SALARY	12
8.	WORK WEEK – OVERTIME	13
9.	VACATIONS	14
10.	HOLIDAYS	16
11.	SICK LEAVE	17
12.	INSURANCE, HEALTH & WELFARE	19
13.	EXCHANGE OF DAYS OFF	25
14.	CLOTHING ALLOWANCE	26
15.	TIME OFF	28
16.	GRIEVANCE PROCEDURE	29
17.	AWARDS COMMITTEE	32
18.	PERMISSION TO LEAVE TOWNSHIP	33
19.	WAGES	34
20.	COLLEGE CREDITS	36
21.	PROBATIONARY PERIOD	37
22.	SAVINGS BONDS	38
23.	COURT TIME	39
24.	POLICE RIGHTS	40
25.	FULLY BARGAINED PROVISIONS	42
26.	SEPARABILITY &SAVINGS & APPLICATION	43
27.	MAINTENANCE MODIFICATION OF WORK RULES	44
28.	TERMS & RENEWAL	45
	SCHEDULE "A"	
	SCHEDULE "B"	
	SCHEDULE "C"	
	SCHEDULE "D"	

PREAMBLE

This Agreement entered into this 4th day of November, 2016 by and between the Township of Lower, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter called the "Township" or "Employer") and Local #59, the New Jersey State Policemen's Benevolent Association, hereinafter called the "P.B.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 to negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal cost.

ARTICLE 1 - RECOGNITION: DEFINITIONS

A. The Township hereby recognized the P.B.A. as the exclusive majority representative for all Patrolmen and Sergeants in the Police Department of the Township of Lower within the meaning of the New Jersey Employer –Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.

B. When used in this Agreement, the following capitalized terms shall have the meanings set forth below:

a. "Act" shall mean the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.

b. "Administrative Code" shall mean Chapter II of "revised General Ordinances" of the Township of Lower, 1974 (hereinafter also referred to as the "General Ordinances").

c. "Chief" shall mean the Chief of the Department with those duties and responsibilities as set forth in the Township's Administrative Code.

d. "Department" shall mean the Township of Lower Police Department.

e. "Police Headquarters" shall mean the main office for the Department located at the Cape May County Airport complex in Lower Township, New Jersey.

f. "Police Officer(s)", Member(s), and/or Employee(s) shall mean all Patrolmen and Sergeants of the Department. These terms shall also be defined to include the plural as well as the singular and to include males and females.

ARTICLE 2 – LEGAL REFERENCE

A. Nothing contained herein shall be construed to deny or restrict to any Police Officer such rights as he may have under any other applicable laws and regulations. The rights granted the Police Officer hereunder shall be deemed to be in addition to those provided elsewhere.

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and local laws except as such particular provisions of this Agreement modify existing local laws.

ARTICLE 3 – MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitations, 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.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof shall be limited only by the specific and express terms of this Agreement and by the Act.

ARTICLE 4 – P.B.A. REPRESENTATIVES

A. The Township agrees to grant time off, not to exceed one week to any employee designated by the P.B.A. to attend P.B.A. Local 59, State and International meetings or conventions provided 72 hours written notice is given to the Chief by the P.B.A. No more than one member shall be granted time off at any one time. Exceptions may be made to this notice requirement in case of an emergency.

B. Accredited representatives of the P.B.A. may enter Police Headquarters or the Office of the Chief at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the P.B.A. decides to have its representatives enter the Police Headquarters or Office of the Chief, it will request such permission from the appropriate Township representatives and such permission will not be unreasonably withheld, as long as there is no interference with the normal operations of the business of Township government or with the normal duties of the Township's employees.

C. During collective negotiations with the Township, authorized P.B.A. representatives, not to exceed two, shall be excused from their normal work duties to participate in mutually scheduled collective negotiation sessions that are reasonable and necessary and shall suffer no loss of regular pay.

D. Each member of the P.B.A. collective bargaining committee shall be provided a copy of the present contract in its entirety.

ARTICLE 5 – RETIREMENT

A. Employees shall retain all pension rights under the New Jersey law and General Ordinances, as defined in Article I.

B. Just prior to retirement, an Employee shall receive in a lump sum, all unused vacation time which has accumulated in the year of retirement and immediately preceding calendar year, together with all compensatory or other time off due him, or time off at the Employees' option but, in either case, subject to approval of the Chief of Police and the Township Manager. If the lump sum option is not approved, the Employee shall be paid the amount due in equal monthly installments over a period not to exceed 12 months. For purposes of this paragraph B, other time off shall not include terminal leave set forth in paragraph C below of this Article 5.

C. Upon regular retirement, an Employee will receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days. The Employee shall have the option to be paid the accumulated sick leave (i) in a lump sum in cash (subject to the limitations set forth in Paragraph E below) or (ii) as regularly scheduled pay checks until fully exhausted. For Employees hired on or after January 1, 2000, the maximum terminal leave benefit will be $12,000.00, which shall be increased to $15,000.00 effective January 1, 2007.

D. Each retiring employee shall notify the Township of their intention to retire 30 days prior to January 1 of the year of retirement, except in an emergency. If the employee fails to notify the Township of his intent to retire prior to January 1 of the year of retirement, the Township shall have the right to defer payment of amounts due pursuant to Paragraphs B and C of this Article 5 until the next succeeding calendar year, but no later than March 1 of such succeeding calendar year.

E. The Employee shall have the option to defer the receipt of the amounts due pursuant to Paragraphs B and C of this Article 5, in whole or in part, to the next succeeding calendar year after retirement by notifying the Township, not less than 30 days prior to retirement.

F. If an Employee desires to cease work prior to his/her official retirement date and also desires to utilize vacation leave, personal days, terminal leave (pursuant to Paragraph C of this Article) and compensatory time that has been accrued and earned as of the date the Employee ceases work, the Employee shall provide written notice to the Manager of his/her intention to do so. Upon the Manager's approval, the Employee shall continue to receive such paid leave benefits in regularly scheduled installments up to the earlier of the official date of retirement or until such leave benefits are exhausted; provided, however, that no additional paid leave benefits shall accrue after the date the Employee ceases work. This provision shall be effective March 1, 2009.

G. If an Employee pending retirement continues to receive paid leave pursuant Paragraph F of Article 5, such Employee shall not be subject to any provision requiring the "recall" of Employees to work. Such Employee shall also not be subject to firearms qualification or drug testing unless otherwise mandated by federal or state law.

ARTICLE 6 – LEAVE OF ABSENCE

A. Family/Medical Leave of 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 statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statue. If the Employee 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 healthcare 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.

B. 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 12. 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.

C. 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.

D. 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, as applied to State service, shall apply to the P.B.A.

E. Before an Employee goes on FMLA or NJFLA Leave without pay, the Employee shall be entitled to use of all 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 days are not earned during an 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 Paragraphs 9F, 11E and 15C 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 7 – DEDUCTION FROM SALARY

A. The Township agrees to deduct from the salaries of the Employees, subject to this Agreement, dues for the P.B.A.. Such deductions will be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies together with records of any collections shall be transmitted to the P.B.A. office during each month following the monthly pay period in which deductions were made.

B. If during the life of the Agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the Township written notice in a timely manner, prior to the effective date of such change and shall furnish to the Township new authorization from its members showing the authorized deduction for each Employee.

C. The P.B.A. will provide the necessary "check-off authorization" cards submitted by the P.B.A. to the Township.

ARTICLE 8 – WORK WEEK – OVERTIME

A. For the purposes of this Article, a work-period shall be defined as a 28 day period commencing 12:01 a.m. on Sunday morning and ending 28 days later at 11:59 p.m. Saturday night. If the Township is determined to have a non-negotiable managerial prerogative to return to an eight-hour work day, the Employees shall work 21 eight-hour work days, totaling 168 hours, during each 28 day work-period. The exact days and hours to be worked hereunder and under Paragraph D below shall be determined by the Township. There shall be no overtime hereunder or under Paragraph D below unless an Employee works in excess of 168 hours for any 28 day work-period.

B. If an Employee is called to duty on his day off, he shall be paid for all hours worked at time and one half rates and be guaranteed two hours minimum. The Township shall have the right to retain the Employee on the job for the entire minimum period.

C. Each Employee shall have the option to take compensatory time ("Comp Time") up to a limit of 480 hours in lieu of payment at the rate of time and one-half the Employee's pay for overtime accrued as "operational overtime." Comp Time shall be accrued at the rate of one and one-half hour Comp Time for one hour of overtime worked. For the purposes of this Article, operation overtime shall be defined as overtime accrued through recall to duty or from working more than eight hours per shift. The "extra days" as defined above may not be utilized as Comp Time. Comp Time under this paragraph may be granted or withheld in sole discretion of the Chief of Police. In the event that Comp Time is denied by the Chief, the Employee shall be compelled to accept regular overtime pay ion lieu thereof.

D. The work schedule shall remain as changed on February 13, 2001. That work schedule shall be described as having a 28 day work cycle, totaling 168 hours based upon twelve (12) hour work days requiring fourteen (14) twelve-hour work days for each 28 day work-period. All references in this Agreement to vacation, sick, personal and other days of leave shall be converted to hours, such that every 8 hours equals one day. In the event that the Township asserts that it has a non-negotiable managerial prerogative under existing case law to effectuate change in this work schedule, nothing herein shall be construed to constitute a waiver of its non-negotiable managerial prerogatives.

ARTCILE 9 – VACATIONS

A. Each Police Officer shall be permitted to exercise his annual vacation period between January 1 and June 30 and the first Tuesday after Labor Day and December 31, excepts as set forth in Paragraph B below.

B. All Police Officers will be permitted to take vacation between June 30 and the first Tuesday after Labor Day; vacation shall not be longer than one six day week and shall not be taken when the officer is working the 4:00 p.m. to 12:00 p.m. (midnight) tour. Disputes concerning summer vacations shall be grievable but not arbitrable.

C. The annual vacation period for Police Officers shall be as follows:

Up to the first year of working service	1 day per month worked
After 1 year and up to 5 years	12 working days
After 5 years and up to 10 years	15 working days
After 10 years and up to 15 years	20 working days
After 15 years	25 working days

D. Vacation leave must be taken during the calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of the pressure of work. Any vacation leave accruing in any calendar year after 1981 which is unused by an Employee within that calendar year must be used within the following calendar year or it shall be lost to the Employee.

E. Each Employee shall have a vested right to any unused vacation leave which he had earned prior to December 31, 1981. The Employee shall be permitted to either use that vacation leave or carry it over at his discretion. Any vacation leave taken by an Employee subsequent to January 1, 1982 shall be assessed against a vacation leave he is entitled to take in that calendar year.

Example

An Employee has accumulated 50 unused vacation days which accrued to him prior to December 31, 1981. Under the 1982 Township/P.B.A. Contract, said Employee is entitled to 20 vacation days. The Employee takes 25 vacation days in the calendar year of 1982. The first 20 days will be assessed against his 1982 vacation leave and the other five days will be subtracted from its previous vested 50 vacation days.

F. Effective January 1, 2007, 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 the vacation leave shall be determined by (i) dividing the number 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 10 – HOLIDAYS

A. Employees shall be entitled to the following 15 holidays:

New Years Day
Martin Luther King Day
Lincoln's Birthday
Presidents Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
General Election
Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Day
Employee's Birthday

The Holidays shall be compensated by granting equal compensatory time off, to be taken at the Township's discretion within the vacation period and may only be carried over pursuant to the terms of Article 9, Paragraph D.

B. Officers actually working on the above legal holidays will receive compensation for that day's work at the rate of time and one-half of the Employee's straight time pay.

C. When there is any unscheduled closing of the Township Municipal Hall where other Township employees are paid for that time, officers actually working on that day will be compensated for any hours of closing in compensatory time at the straight time rate. Should a holiday be declared, not listed in Paragraph A of this Article, those Employees who work on said declared holiday shall be given equivalent compensatory time in lieu of the holiday. Unscheduled closings shall not be intended to include any situation where a legal holiday or any of the legal holidays listed above falls on a Saturday or Sunday, thereby necessitating the observance of such holiday on the preceding Friday or subsequent Monday.

D. As of January 1, 2017, "Employee's Birthday" shall be removed from the holiday list in Paragraph A of this Article.

ARTICLE 11 – SICK LEAVE

A. Service Credit for Sick Leave.

(i) All permanent Employees shall be entitled to sick leave with pay based on their aggregate years of service.

(ii) Sick leave may be utilized by Employees when they are unable to perform their work by reason of personal illness,, accident or exposure to contagious disease.

(iii) If an Employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform the duties, as certified by the Township's and Employee's own doctor. Such payment shall be discontinued when an employee is placed on disability or pension.

B. Amount of Sick Leave.

(i) The minimum sick leave with pay shall accrue to any full-time Employee on the basis of 16 days per year.

(ii) Any amount of sick leave allowance not used in any calendar year shall accumulate to the Employee's credit from year to year to be used if and when needed for such purpose.

(iii) An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the Township shall certify to the Department of Civil Service, the Employee's accumulated sick leave which shall be made part of the Employee's record.

(iv) The Township may, at its option, but only upon the Employee's request, annually buy back up to five days of unused sick leave in January of any calendar year; provided that the Employee has not used more than five 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 C of Article 5.

C. Reporting of Absence on Sick Leave.

(i) If an Employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the Employee's starting time.

(ii) Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(iii) Absence without notice for five consecutive days shall constitute a resignation pursuant to Civil Service Regulations.

D. Verification of Sick Leave.

(i) An Employee who shall be absent on sick leave for three or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an Employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

(ii) In case of leave of absence due to exposure of contagious disease, a certificate form the New Jersey Department of Health shall be required.

(iii) The Township may require an Employee who has been absent because of personal illness, as a condition of his return to duty be examined, at the expense of the Township by a physician of the Employee's choice, or Township's choice. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees of the Township.

E. Effective January 1, 2007, 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 sick 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 the sick leave shall be determined by (i) dividing the number 52 into the number of full weeks in such years as of the date of such termination of employment, leave or change in status, then (ii) Multiplying such fraction by the total number of sick days credited at the beginning of such year, and then (iii) subtracting the sick days used in such year.

ARTICLE 12 – INSURANCE, HEALTH & WELFARE

A. The Township shall provide the following health benefits for all permanent and provisional Employees working 30 hours per week or more, and their dependents, beginning on the first day and third month after two months of active employment.

i. The Health Insurance benefits will be equal to or greater than the New Jersey State Health Plan NJ Direct 2030 (#052). See attached Schedule D. The Township reserves the right to change the third party administrators and/or health plans as long as the benefit levels set forth in this Article (including retirees) are equal or greater. The Township agrees that should the change result in less coverage, the Township will make up the difference to the affected individual.

ii. A prescription drug plan equal to or greater than the New Jersey State Health Plan NJ Direct 2030 (#052) prescription plan (The Township may maintain the current #206 plan if the #52 plan is unavailable through SHBP). See attached Schedule D.

iii. Dental plan with payment limitations as follows:

i.	Preventative maintenance, etc.	100%
ii.	Diagnostic	85%
iii.	Restorative Treatment	85%
iv.	Endodontics and periodontics	85%
v.	Orthdontics	85%
vi.	Prosthodontics-fixed and removed	85%
vii.	Oral surgery-includes extraction and other oral	
viii.	Surgery procedures usually employed by a	
ix.	Dentist, including pre and post-operative care	85%

x. Maximum benefit: $1,300 per person per calendar year; $3,100 lifetime maximum per person for orthodontic service, for the term of this Agreement. There shall be a zero deductible.

iv. A vision care plan with benefits payable only once every 24 months, as follows:

i.	Vision Analysis	$80
ii.	Single Vision Lenses	$70
iii.	Bifocal Lenses	$85
iv.	Multi Focal Lenses	$100
v.	Contact Lenses	$110

vi. Frames $85

v. These benefits start, in their amended form, as soon as practicable after execution of this Agreement by both parties, and will continue for the life of this Agreement and thereafter unless otherwise negotiated, subject to the provision in Paragraph D below.

B. The Township shall provide the following SHBP retiree health benefit coverage for retired Employee up to 65 years age or whenever the retired Employee is first eligible for Medicare:

i. Eligibility

a. Employee retires at age 62 or older with at least 15 years service with the Township.

b. Employee retires before age 62 with at least 20 years service with the Township and 25 years of service credit as required under N.J.S.A. 40A:10-23 and/or N.J.S.A. 52:14-17.38.

c. Coverage is for the retired Employee, spouse and dependents until Medicare eligibility. In the event of a retired employee's death, the spouse will continue to receive the described benefits until remarriage or Medicare eligibility. Upon retired employee's death, dependents will receiving benefits will continue to receive the same until they are in eligible due to age or otherwise.

d. Employee receives an accidental disability retirement and/or ordinary disability retirement resulting from an on-the-job injury.

ii. Benefits

All benefits set forth in Paragraphs A(i) through A(v) above except, retirees shall be enrolled in the SHBP NJ Direct 2030 for retirees. See Schedule E.

iii. Coordination of Benefits.

If the 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. When the Employee is no longer employed by the subsequent employer, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section. If the retired Employee's spouse has or

takes another job which provides health benefits, the Employee's spouse may or may not accept primary health benefits from such employer. If he/she accepts such benefits, the Township will be the secondary insurer. The failure of the spouse to accept primary health benefits under his/her employer shall result in a waiver of health benefits by such spouse hereunder. In the event the Employee's spouse is no longer employed, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section.

C. The Township shall provide the following health benefits coverage for retired Employees who have reached Medicare eligibility.

(i) Eligibility

a. Employee retired at age 62 or older with at least 15 continuous service with the Township at the time of retirement.

b. Employee retired with at least 20 years service with the Township, not necessarily continuous, and 25 years of service credit as required under N.J.S.A. 40A:10-23 at the time of retirement.

c. Employee retired at age 65 or older but less than 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 longs as the Employee pays the premiums.

d. Coverage is for retired Employee and spouse, both of who have reached Medicare eligibility. When either Employee or spouse reaches Medicare eligibility, the other will continue to receive coverage as described under Paragraph B, until he/she also reaches Medicare eligibility. In the event of a retired Employee's death, the spouse will continue to receive the described benefits until remarriage. Upon a retired employee's death, the employee's dependents receiving benefits will continue to receive the same (at retiree co-pay rates) until they are ineligible to do age or otherwise.

e. Employee receives an accidental disability retirement or receives and ordinary disability retirement from an on-the-job injury.

(ii) The Township shall provide health benefits to retirees age 65 and over as follows:

a. The retiree may choose not to enroll in the Supplemental Plan maintained by the Township, in which case the retiree shall be paid the sum determined below respectively to defer the cost of obtaining alternate health insurance. If married, and the spouse is Medicare eligible, an additional sum of the same amount shall be paid for the retiree's spouse. Such amounts shall be adjusted annually commencing January 1, 2016 by the percentage of wage increases set forth in this Agreement. The 2015 amount is $1051.73; and each year of the contract shall be as follows:

2016 - $1,066.98
2017 – $1,082.45
2018 - $1,098.15
2019 - $1,114.07

b. Regardless of whether or not the retiree elects to participate in the group health insurance plan maintained by the Township, the Township shall maintain coverage for Medicare eligible retirees and spouse in the Township's vision, dental and prescription plans, to the extent benefits are not duplicated.

(iii) 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. When the employee is no longer employed by the subsequent employer, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section. If the retired Employee's spouse has or takes another job which provides health benefits, the Employee's spouse may or may not accept primary health benefits from such employer. If she/he accepts such benefits, the Township will be the secondary insurer. The failure of the spouse to accept primary health benefits from his/her employer shall result in a waiver of health benefits by such spouse hereunder. In the event the Employee's spouse is no longer employed, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section.

D. The Township reserves the right to change the third party administrators and/or health plans as long as the benefit levels set forth in this Article (including retirees) are equal or greater. The Township agrees that should the change result in less coverage, the Township will make up the difference to the affected individual.

E. When both husband and wife are Township Employees, family coverage will be provided under only one contract, with the supplemental benefit of 100% coverage for vision and dental, and 100% reimbursement of in-and out-of-network deductibles and copayments.

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

G. The provisions under this Agreement do not affect the health benefits coverages of Employees who retire prior to the effective date of this Agreement, all of which benefits are to be determined by prior contracts in effect at the time of the retirement; provided, however, that prior retirees may opt for coverage under the terms of this Agreement during the enrollment period, as long as they meet the eligibility criteria contained herein.

H. The Township shall continue to provide a $10,000 life insurance policy on the active Employee's life only, in addition to the insurance provided by the State pension plan.

I. Whenever a police officer is a defendant in any action or legal proceeding arising out of, or incidental to the performance of his duties, the governing body of the Township, subject to the limitations set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., shall provide said Police Officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding institute by or on the complaint of the Township shall be dismissed or finally determined in favor of the Police Officer, he shall be reimbursed for the expense of his defense. In the event that this Paragraph is brought into effect, the Police Officer involved shall request legal representation from the Township in writing as soon as he is a defendant in such action. Within five days, the Township will respond in writing assigning the Police Officer's legal representation. If the affected Police Officer objects to the assigned legal representative, he may request a meeting with the Township's Manger and Solicitor in order to discuss and resolve any issues regarding the representation.

J. In the event a Police Officer is killed in the line of duty, health insurance coverage for his surviving spouse shall be continued until remarriage of such spouse, and for any surviving children until they would have been no longer eligible had the death not occurred. This coverage shall include any and all

health insurance benefits subsequently negotiated by the P.B.A. for its members.

K. When the Employee is required to use his own vehicle, he shall be compensated at the mileage rate published by the Internal Revenue Service plus tolls.

L. Should the Township exercise their statutory right under P.L. 2010, c.2 (S-3) to provide payment to employees who seek to opt-out of the Employer's health benefit insurance, the Township will pay police officers 50% of this amount by July 15 and the balance by January 15. Should the Township decide to change the amount of opt-out payment or eliminate the same, the PBA will be provided notice 30 days prior to open enrollment.

M. No less than 30 days prior to open enrollment, or as soon as practicable after their release, the Township will provide the PBA with health insurance rates for all available medical and prescription plans.

ARTICLE 13 – EXCHANGE OF DAYS OFF

The Chief, or his designee, may grant the request of any permanent Member of the Department, to exchange hours, duties or days off. Such requests, if granted, shall be on a uniform basis with standard rules and regulation established by the Chief and applying to all permanent members of the Department who make such requests. Such requests may not be arbitrarily or unreasonably withheld.

ARTICLE 14 – CLOTHING ALLOWANCE

A. Each Police Officer shall have a complement of the following uniforms and equipment:

UNIFORM AND EQUIPMENT ISSUE LIST

ITEM	INITIAL	AFTER ACADEMY GRADUATION	REQUIRED
Overcoat	1	1	1
Jacket	1	2	2
Shirt L.S.	3	2	5
Shirt S.S.	3	3	6
Pants-Winter	3	2	5
Pants-Summer	3	2	5
Hat Uniform	1	2	2
Cap-Fur	1		1
Cap-Tactical	1		1
Neckties	3		3
Raincoat w/Cap Cover	1		1
Jumpsuit Tactical	1		2
Vest Protective	1		1
Cool-Shirt	2		2
Sam Brown Belt Complete	1		1
Pistol Automatic	1		1
Flashlight Sl-20	1		1
Boots-Rain	1		1
Badge	3		3
Shield	2		2
Name Tag	2		2
Whistle w/Chain	1		1
Tote Bag	1		1
Handler 12	1		1
Gas Mask	1		1
Shoes	2	1	3
Handcuffs	1		1
Sweater	1		1
Mace	1		As needed

Any item included in the list above will be replaced by the Township upon proof of the item's disrepair or upon proof that the item is worn out.

B. Each uniformed Police Officer shall receive a yearly allowance for his purchase of the items listed below:

Binoculars
Glasses (sun)
Jacket Badges
Off-Duty Holsters
Gun Cleaning Kit
Summons Book Cover
Metal Clip Boards
9mm and 12 Gauge Ammunition
Police Tote Bag
Cool Shirts
I.D. Wallets
Business Cards
Riot Helmets (police type)
New Jersey Statute Books (criminal law)

The allowance may be carried over into the following year, but all funds not expended within 24 months of date of appropriation are forfeited. The allowance for each year during this Agreement shall be $150.00.

C. A committee shall be appointed for the purpose of determining the need to replace any uniform or equipment under Paragraph A. This committee shall consist of a Patrolman, a Sergeant, the Chief or his designee. This committee shall meet quarterly when the Police Officer in charge of issuing equipment and the Patrolmen cannot agree whether an item need be replaced. The committee shall also determine whether an item should be added or deleted from Paragraph B.

D. The Township shall provide an additional equipment allowance annually to Police Officers assigned to detectives for the acquisition of all equipment and footgear utilized in the course of their duties. The allowance shall be $900.00 per year.

E. The Township shall provide the necessary police equipment to attend the police academy, with the understanding the articles such as sheets, pillow cases, blankets, etc. will be laundered and kept as property of the Township for future use. The police academy will provide a list of necessary articles to attend the academy.

ARTICLE 15 – TIME OFF

A. Each Employee shall be granted 6 personal days off annually with no loss of compensation. These days shall be requested at least 72 hours before the requested time off. Requests for such time off shall not be unreasonably denied.

B. All personal days must be used in the calendar year earned and will not be carried over to any succeeding calendar year.

C. Effective January 1, 2007, 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 then 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 the personal leave shall be determined by (i) dividing the number 52 into the number of full weeks in such years 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.

ARTICLE 16 – GRIEVANCE PROCEDURE

A. Purpose.

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

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief.

B. Definition.

1. For the purposes of Steps One, Two and Three of Paragraph C as set forth below, the term "grievance" shall be defined to mean any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions affecting a member of a bargaining unit.

2. For the purposes of Step Four of Paragraph C as set forth below, the term "grievance" shall be defined to mean any controversy arising from the interpretation or adherence to the terms and conditions of this Agreement.

3. Any grievance may be raised by any member of the bargaining unit or by the P.B.A.

4. In relation to the grievance procedure as outlined in Subsection C infra, the term "working days" are defined as the time period from Monday through Friday inclusive.

C. Steps of the Grievance Procedure.

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

(i) Step One:

a. An aggrieved Employee shall institute action under the provisions hereof within 30 working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and the Chief or his designee, for the purpose of

resolving the matter informally. Failure to act within the said 30 working days shall be deemed to constitute an abandonment of the grievance.

b. The Chief or his designee, shall render a decision within 10 working days after receipt of the grievance.

(ii) Step Two:

a. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the P.B.A. and signed by the aggrieved and filed with the Township's Manager within 10 working days following the determination of the Chief.

b. The Township's Manager, or his representative, shall render a decision within 10 working days from the receipt of the grievance.

(iii) Step Three:

a. In the event the grievance has not been resolved through Step Two, then within 10 working days following the determination of the Township Manager, the matter may be submitted to the Township Council.

b. The Township Council shall review the matter and make a determination within 10 working days from the receipt of the grievance.

(iv) Step Four:

a. If the grievance is not settled through Steps One, Two or Three, either party may refer the matter to the Public Employment Relations Commission ("PERC") within 10 working days after the determination by the Township Council. An arbitrator shall be selected pursuant to the Rules of PERC.

b. No arbitration hearing shall be scheduled sooner than 30 calendar days after the final decision of the Township Council. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The PBA shall pay whatever costs may have been 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. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding upon the parties.

d. The costs for the services of the arbitrator shall be borne equally between the Township and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

D. Miscellaneous.

(i) A grievance may be instituted at the lowest step having the power to resolve it.

(ii) Failure to respond to any step in this procedure by the Township shall be determined to be a negative response, and upon the termination of the applicable time limits, the grievant may proceed to the next step.

E. No Strike Pledge.

The PBA covenants and agrees that during the term of this Agreement neither the PBA 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 from his position, or stoppage or work or abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout or other illegal action which interferes with the full and complete normal operation of the government of the Township. The PBA agrees that such action would constitute a material breach of this Agreement.

ARTICLE 17 - AWARDS COMMITTEE

There is hereby established an awards committee composed of the Chief, a designated member of Council and one representative of the PBA. This committee shall have the authority to awards certificates of commendation to Police Officers performing outstanding heroic acts. Recipients of such awards shall also receive a maximum of two days off with no loss of pay.

ARTCILE 18 – PERMISSION TO LEAVE THE TOWNSHIP

The Employees may leave the Township during time off without receiving permission unless instructed otherwise during any specific emergency situation.

ARTICLE 19 – WAGES

A. The wage increases shall be as follows for police officers earning base top step of Schedule A on 1/1/16 and Sergeants.

i.	Effective 1/1/16	1.45%
ii.	Effective 1/1/17	1.45%
iii.	Effective 1/1/18	1.45%
iv.	Effective 1/1/19	1.45%

The Sergeant's 1.45% increase is already included on Schedule A for each year. The Police Officer wage included on Schedule A does not include the above % increases.

B. Police Officers Greto, Gamble and Boyle shall continue in their step increment movement under Schedule A. However their increment movement shall be 18 months and not 12 months. The steps shall not be adjusted in accordance with Paragraph A above. They remain eligible for longevity in accordance with Paragraph C below. Upon expiration of this Agreement (12/31/19), these officers shall be placed on Schedule B at a grade step that is equal to or better than their compensation (wages and longevity) as of December 31, 2019. Longevity for these officers will be eliminated upon moving to Schedule B.

C. All Police Officers and Sergeants hired prior to May 10, 2012 of this Agreement shall receive longevity pay in accordance with their years of service as follows:

i. 2% of base pay after 5 years of service
ii. 4% of base pay after 10 years of service
iii. 6% of base pay after 15 years of service
iv. 8% of base pay after 20 years of service
v. 10% of base pay after 24 years of service

D. For all Police Officers hired after May 10, 2012, wages shall be paid their step increment movement in accordance with attached Schedule B. The steps shall not be adjusted in accordance with Paragraph A above. All such Employees shall not be entitled to longevity pursuant to Paragraph C above or otherwise.

E. Sergeants compensation shall be set upon promotion at the higher of (1) the rate set fort in Schedule A, (2) 8.36% above the employee's former compensation as a Patrolman, or (3) 8.36% above the compensation of the then highest paid Patrolman. Sergeant's compensation under Schedule A shall be subject to the increases in Paragraph A above. Notwithstanding the forgoing, should a Sergeant's promotion result in an increase of more than $10,000.00 in compensation, said increase shall be prorated over no more than three (3) years with the greater of $10,000.00 or a 1/3 proration of the increase being added to the employee's compensation in each year until the new Sergeant's compensation is equal to the higher of (1) the rate set fort in Schedule A; (2) 8.36% above the employee's former compensation as a Patrolman; or (3) 8.36% above the compensation of the then highest paid Patrolman. Sergeants hired by the Police Department after April 4, 2013 shall not be entitled to longevity unless promoted prior to December 31, 2019.

F. Upon execution of this Agreement, all police officers working "extra duty" assignments shall be compensated at the rate of $60.00 per hour.

G. For the purpose of Paragraph E above "compensation" shall not include longevity or any other additional stipend or benefit provided by this Agreement.

H. Schedule C attached hereto sets forth the anticipated base pay plus longevity of the employees currently covered by this agreement absent any promotions, demotions or other personnel changes.

ARTICLE 20 – COLLEGE CREDITS

A. The Township shall pay for college credits taken as part of a program leading to an Associates or Bachelor's degree in police science in an accredited institution of higher learning in the amount of $20.00 per college credit. Other credits in police related courses paid for during 1976 shall be paid for at a rate of $10.00 per credit. Should a State law be passed providing additional money for such credits, the additional funds shall be added to the amounts paid by the Township.

B. Where the Township requires an Employee to attend schooling and pays the tuition therefore, any college credits earned shall not be compensable under Paragraph A above.

C. The maximum amount of this benefit is not to exceed $750.00 to any one Employee in a calendar year, which amount shall be increased to $1,000.00 effective January 1, 2007.

D. For any Employee who received in excess of $750.00 for college credits for any year prior to 1982, said Employee shall be limited to that amount received for any subsequent calendar year. The purpose of this Paragraph is to grandfather the amount of college credit payment any Employee received prior to January 1, 1982.

Illustration

An Employee received payment for college credits in the amount of $1,250.00 for 1981. For the year 1982, he shall receive no more than $1,250.00. An Employee received payment for college credits in the amount of $500.00 in 1981, For the year 1982, he may receive up to a maximum of $750.00 in college credits if he has earned more college credits in the interim between 1981 and 1982.

ARTICLE 21 – PROBATIONARY PERIOD

New Employees shall serve a probationary period of one calendar year. During said probationary period they shall be paid as if they were qualified first year Police Officers. For the purposes of seniority and longevity, the original date of hire shall be used provided the Employee has passed the Civil Service test at that time.

ARTICLE 22 – SAVINGS BOND

Upon written authorization, the Township shall deduct appropriate amounts so specified by the Employee from his pay check to be used in purchasing savings bonds for said Employee.

ARTICLE 23 – COURT TIME

A. Should it become necessary for any Employee to appear in any court when not on duty as a result of a matter arising out of his duties as a Police Officer, he shall be compensated at a rate of time and one-half pay for said appearance.

B. Effective January 1, 2007, there shall be a minimum of three (3) hours pay guaranteed for appearance at any court for any Police Officer who is required to come into court (other than Lower Township Municipal Court) on his day off. There shall also be a minimum of two (2) hours pay guaranteed for appearing at Lower Township Municipal Court for any Police Officer who is required to appear in said court unless said appearance occurs either within 30 minutes after the conclusion of his shift or occurs 30 minutes before commencement of his shift.

ARTICLE 24 – POLICE RIGHTS

A. The Police Officers hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Township.

B. The wide ranging powers and duties given to the Department and its members involve them in manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Department. These questions may require investigations by the Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(i) The interrogation of a member of the Department shall be at a reasonable hour, within the light of all circumstances involved, preferable when a member of the Department is on duty.

(ii) The Police Officer shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the Police Officer shall be so advised. Sufficient information to reasonably appraise the member of the allegations should be provided. If it is known that the member of the Force is being interrogated as a witness only, he should be so informed at the initial contact.

(iii) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time should also be provided for personal necessities, meals, telephone calls and rest periods as are reasonable necessary.

(iv) The Police Officer should not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating Police Officer from informing the member of the possible consequences of his act.

(v) If a Police Officer is under arrest or is likely to be, that is, if he is the suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(vi) If a Police Officer, as a result of an investigation is being charged with a violation of rules and regulations or is

about to be so charged, he shall be afforded an opportunity to consult with counsel, or P.B.A. representatives before any further interrogation.

(vii) If any Police Officer is being charged with a violation of the rules and regulations, the preliminary notice of disciplinary action shall be filed with the Township's Clerk no later than 45 days from the date of the Township learns that said member has committed the violation in question. Failure to file said preliminary notice within the allotted 45 days shall act as a bar to the bringing of said charges.

ARTICLE 25 – FULLY BARGAINED PROVISIONS

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

ARTICLE 26 – SEPARABILTY AND SAVINGS AND APPLICATION

A. If any provision of the Agreement or any application of this Agreement to said employee or group of Employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal cost.

ARTICLE 27 – MAINTENANCE AND MODIFICATION OF WORK RULES

A. All conditions of employment relating to wages, hours of work, and general working conditions contained in the rules and regulations of the Department, General Ordinances, or Resolutions of the Township pertaining to Police Officers, or directives from the office of the Chief, which are of universal application within the Department, currently in effect, shall be maintained for the life of this Agreement.

B. Proposed new rules or modifications of existing rules governing working conditions, as set forth above, which are not exclusively within the discretion of management, shall be negotiated with the majority representative prior to implementation.

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect up to and including December 31, 2019, without any reopening date except as to any provision specifically stated. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 days nor later than 90 days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Lower, New Jersey on this 4th day of November 2016.

LOCAL #59 POLICEMAN'S BENEVOLENT ASSOCIATION

LTPD PBA 59 Rep

Robert Hardman Jr.

Prem. Robert Smith Jr #161 LTPD

Prem. Robert Smith Jr. #161

Det. #182

Det. Dennis Bohn Jr. #186

PTLM #186

PTLM Matthew Gamble #186

Ptlm. Michael Miscis

#195

TOWNSHIP OF LOWER
LOWER TOWNSHIP, NEW JERSEY

Schedule A

STEP	2016-2019 WAGE
1	$51,429.21
2	$58,285.46
3	$65,143.05
4	$72,000.63
5	$78,858.20
6	$85,714.47
7	$92,572.04

	2016	2017	2018	2019
Sergeant	$101,716.00	$103,191.00	$104,687.00	$106,205.00

Schedule B

STEP	2016-2019 WAGE
1ST 6mo.	$35,019.86
2nd 6mo.	$41,387.11
2	$45,398.48
3	$49,409.84
4	$53,421.21
5	$57,432.58
6	$61,443.94
7	$65,455.31
8	$69,466.68
9	$73,478.04
10	$77,489.41
11	$81,500.77
12	$85,512.14
13	$89,417.39
14	$93,534.87
15	$97,064.02
16	$100,593.17
17	$104,122.32
18	$107,651.47

Schedule C

TOWNSHIP OF LOWER
PBA CONTRACT 2016-2019
SALARY CHART

SCHEDULE C

1.45%	CURRENT YR.				
	2015	2016	2017	2018	2019
	2%	1.45%	1.45%	1.45%	1.45%
7	92,572.04	93,914.34	95,276.10	96,657.60	98,059.14
Sgt	100,261.48	101,765.58	103,241.18	104,738.18	106,256.88

Schedule D

LOCAL GOVERNMENT ACTIVE EMPLOYEES — MEDICAL PLAN DESIGNS — PLAN YEAR 2017

HA-0896-1016

AETNA PLANS and HORIZON PLANS

	Aetna Freedom10 NJ DIRECT10	Aetna Freedom15 NJ DIRECT15	Aetna Freedom1525 NJ DIRECT1525	Aetna Freedom2030 NJ DIRECT2030	Aetna Freedom2035 NJ DIRECT2035	Aetna HMO Horizon HMO[1]	Aetna Liberty Horizon OMNIA	Aetna Value HD4000 NJ DIRECT HD4000*	Aetna Value HD1500 NJ DIRECT HD1500*
Medical Cost Sharing							TIER 1 / TIER 2		
Primary Care Copayment	$10	$15	$15	$20	$20	$10	$5.00/$20.00		
Specialist Care Copayment	$10	$15	$25	$30 adult/$20 child**	$35	$10	$15.00/$30.00		
Emergency Room Copayment	$75	$100	$100	$125	$300	$85	$100.00/$100.00		
In-Network Deductible[1]					$200[6]	$100[2]	None/$1500.00***	$4,000	$1,500
In-Network Coinsurance[2]	10%	10%	10%	10%	20%[6]after deductible		None/20%	20%[6]after deductible	20%[6]after deductible
In-Network Coinsurance Maximum (Individual/Family)		$400/$1,000	$400/$1,000	$800/$2,000	$2000/$5,000		None/None	$1,000/$2,000	$1,000/$2,000
In-Network Out-of-Pocket Maximum (Individual/Family)	$400/$1,000	$5,720/$11,440	$5,720/$11,440	$5,720/$11,440	$5,720/$11,440	$5,720/$11,440	$2,500***/$4,500***	$5,000/$10,000	$2,500/$5,000
Out-of-Network Deductible (Individual)	$100/$250	$100/$250	$100/$250	$200/$500	$800/$2000		NA/NA	See In-Network Deductible[3]	See In-Network Deductible[3]
Out-of-Network Coinsurance[4]	20%	30%	30%	30%	40%		NA/NA	40%	40%
Out-of-Network Out-of-Pocket Maximum (Individual/Family)	$2,000/$5,000	$2,000/$5,000	$2,000/$5,000	$5,000/$12,500	$6,500/$13,000		NA/NA	$6,000/$12,000	$3,500/$7,000
Out-of-Network Inpatient Hospital Deductible	$200/stay	$200/stay	$200/stay	$500/stay	$600/stay		NA/NA		
Employer Health Savings Account Funding[5]							NA/NA		$300
Prescription Drug Copayments[8]									
Retail: Generic Copayments	$3.00	$3.00	$7.00	$3.00	$7.00[7]	$3.00	$7.00	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Retail: Preferred Copayments	$10.00	$10.00	$16.00	$18.00	$21.00[7]	$10.00	$16.00		
Retail: Non-Preferred Copayments	member pays difference[9]	member pays difference[9]	member pays difference[9]	member pays difference[9]	member pays difference[7,9]	member pays difference[9]	member pays difference[9]		
Mail: Generic Copayments	$5.00	$5.00	$18.00	$5.00	$18.00	$5.00	$18.00		
Mail: Preferred Copayments	$15.00	$15.00	$40.00	$36.00	$52.00	$15.00	$40.00		
Mail: Non-Preferred Copayments	member pays difference[9]	member pays difference[9]	member pays difference[9]	member pays difference[9]	member pays difference[9]	member pays difference[9]	member pays difference[9]		
Prescription Drug Annual Out-of-Pocket Maximum (Individual/Family.)	$1,430/$2,860	$1,430/$2,860	$1,430/$2,860	$1,430/$2,860	$1,430/$2,860	$1,430/$2,860	$1,430/$2,860		

*** HD = High Deductible Health Plan**
****Age 26 and under**
***** Family amounts are 2 x per member amounts listed.**
[1] Service areas for Horizon HMO plans are limited to New Jersey, New Castle County in Delaware, and bordering counties of Pennsylvania and New York.
[2] On select services.
[3] Out-of-Network Deductible is combined with In-Network Deductible.
[4] After Deductible.
[5] Health Savings Accounts can be used for qualified medical expenses without federal tax liability.
[6] Local government employers can select from the SHBP's Prescription Drug Plans, purchase their own prescription drug coverage plan, or receive prescription drug coverage through the SHBP medical plan. Copayments shown apply to the plans when coverage is through the SHBP's Prescription Drug Plans. If prescription drug coverage is through the medical plan: Coinsurance is 10% for NJ DIRECT10 and NJ DIRECT15; Coinsurance 15% for NJ DIRECT1525 and NJ DIRECT2030; Coinsurance is 20% for NJDIRECT2035. Copayments for Aetna Freedom10, Aetna Freedom15, Aetna HMO, and Horizon HMO are: $5, $10, $20 (Retail 30 day supply) and $5, $15, $25 (Mail Order 90 day supply); Copayments for Aetna Freedom1525, Aetna Freedom2030, Aetna Freedom2035, Aetna Liberty, and Horizon OMNIA as shown in chart above. For High Deductible Health Plans, prescription drug coverage must be through the SHBP medical plan and are subject to the plan's deductible and coinsurance amounts.
[7] For maintenance prescription drugs, mail order is mandatory under the 2035 plans (Aetna Freedom2035, NJ DIRECT2035).
[8] Applies to services that do not require a copayment.
[9] You pay the applicable generic copayment as listed above, plus the cost difference between the brand drug and the generic drug.

This publication is produced and distributed by the New Jersey Division of Pensions and Benefits – www.nj.gov/treasury/pensions *This is a summary and not intended to provide total information. Although every attempt at accuracy is made, it cannot be guaranteed.*