MANAGERS
ORIGINAL

AGREEMENT BETWEEN

THE TOWNSHIP OF LOWER

CAPE MAY COUNTY

AND

LOWER TOWNSHIP RECREATION AIDES

ASSOCIATION – LOCAL #3779B

AFSCME NJ COUNCIL 63, AFL-CIO

JANUARY 1, 2017
THROUGH
DECEMBER 31, 2020

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PREAMBLE

The Contract between the Township of Lower (hereinafter referred to as "Employer") and AFSCMA NJ, American Federation of State County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local 3779 (hereinafter referred to as the "Union), covering employees in the designated unit, has as its intent and purpose the promotion of harmonious employee relations between the Employer and employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolutions of all disputes and grievances and determination of wages, hours of work and other terms and conditions of employment. The effective date of this Agreement shall be January 1, 2017 to December 31, 2020.

As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, discipline/grievances, promotions, etc. in unit representative titles to AFSCME NJ as the Majority Representative to P.O. Box 207, Franklinville, New Jersey 08322 or Fax (856)512-2193, and Local 3779B. This will occur simultaneously as the employee is served.

American Federation for State, County and Municipal Employees, AFSCME NJ reserves the right to begin negotiations a year prior to the expiration date of the current contract.

ARTICLE 1

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 aides and senior citizen program aides or any newly created positions within the parameters of the Union's certification ("Employers").

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 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 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 with written notice thirty (30) days prior to the effective date of such change and shall furnish the Township to an official notification on letterhead of the Local Union and 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.

C. 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 costs of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eight-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of 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.

E. The Union shall establish and maintain a procedure whereby any 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 forgoing, 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 or discharge or take any 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 manner that there will be at least possible hardships to employees, included but not limited to retraining, 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 vacations shall be granted as follows:

Up to 2,080 hours of working service	8 hours for each 174 hours
After 2,080 hours and up to 10,440 hours	8 hours for each 160 hours
After 10,440 hours and up to 20,800 hours	8 hours for each 130 hours
After 20,800 hours and up to 31,200 hours	8 hours for each 104 hours
After 31,200 hours	8 hours for each 84 hours

Vacations shall be rescheduled only with the approval of the Department Head. The 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. Time shall accrue as worked and be posted on each paycheck at least monthly.

B. Any vacation leave 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.

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

D. Vacation leave entitlements for the entire year shall be available for use when earned in accordance with Paragraph A of this Article V.

ARTICLE VI

HOLIDAYS/PERSONAL DAYS

A. Holidays – The Township recognizes 15 holidays as listed below. In the event that the Rec. Center is closed, those who are regularly scheduled to work will receive holiday pay at strait time and if the Rec. Center is open on a listed holiday, those that work will receive time and one half hourly.

1. Easter
2. New Year's Day
3. Martin Luther King's Birthday
4. Lincoln's Birthday
5. President's Day
6. Good Friday
7. Memorial Day
8. Fourth of July
9. Labor Day
10. Columbus Day
11. Election Day
12. Veterans' Day
13. Thanksgiving
14. Day After Thanksgiving
15. Christmas

B. Personal Leave – Each employee shall receive a pro rated share of annual personal leave based on four (4) full eight-hour days for full time employment determined by dividing the number of hours worked on 2080 and then multiplying the quotient thereof by 32 hours to determine the number of hours permitted for personal time in each applicable year. Personal leave will be available for use when earned in accordance with this Paragraph.

ARTICLE VII

INSURANCE, HEALTH & WELFARE

A. The Township shall provide the following health benefits for all permanent and provisional employees working thirty-five (35) hours per week or more as regularly scheduled ("Full Time Employees"), 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 for 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%
Orthodontics	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 provided a preferred provider is used as follows:

Vision Analysis	$145
Single Vision Lenses	$135
Bi-focal Lenses	$150
Multi-focal Lenses	$165
Contact Lenses	$175

Frames	$150

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. Eligibility

   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 there under, 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 retired 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 at 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 $1,200, for retired employee and spouse, to assist in the purchase of a medicare supplemental 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 an employer who provides health benefits, he and/or she must obtain primary coverage thereunder, 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 the supplemental benefit of 100% coverage for Vision and Dental, and 100% reimbursement of In-and Out-of-Network deductibles and co-payments.

F. 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 Township Employee.

G. The Township shall continue to provide a $10,000 life insurance policy on the full-time employee's life only, in addition to the insurance provided by the state pension plan.

H. 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 granted when an employee is required to undergo field training.

B. 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 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 in accordance with the provisions of each statute. 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 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 paid for a period in excess of six (6) months.

C. 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.

D. As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have the 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 of vacation, sick and personal days during the period of such leave of absence.

E. Unless otherwise specifically set forth in this Agreement to the contrary, all 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 members of AFSCME.

F. Before an employee goes on FMLA or NJFLA leave without pay, the employee shall be entitled to use of all of 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 days are not earned during any FMLA and 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 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.

G. 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
Guardian Relationship
Anyone Else Living in Employee's Household

"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.

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 from his or her position, or stoppage of work or abstinence in whole or in part from full, faithful and proper performances of the 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, and 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 if 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 within 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 from the Department Director, such appeal shall be presented in writing to the Township Manager within ten (10) working days thereafter. The Township Manger 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 costs for the services or the arbitrator shall be borne equally by the Township and 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 at any step.

G. Employees 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 a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied.

ARTICLE XI

SICK LEAVE & RETIREMENT

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

B. All permanent employees shall be entitled to a pro rated share of sick leave on the basis of eight (8) hours for every one hundred thirty-nine (139) hours in regular pay status to a maximum of fifteen (15) eight (8) hour days (or 120 hours total) per year. The sick leave will be determined by dividing the number of hours worked by 2,080 hours and then multiplying the quotient thereof by 120 hours to determine the number of hours permitted for sick leave in each applicable year. Sick leave will be available for use when earned in accordance with this paragraph. Time shall accrue as worked and be posted on each paycheck at least monthly.

C. 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. 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 may require an employee who has been absent because of personal illness, as a condition of his/her return to duty to 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.

E. 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. Employees with ten (10) years of service who resign in good standing (not retire) shall be entitled to sick leave payment not to exceed 720 hours.

F. The Township, shall at the employee's request annually buy back 40 hours of unused sick leave in December of the year so requested.

ARTICLE XII

WORK WEEK AND OVERTIME

The work week shall be determined by management within the limitations of Civil Service Regulations, New Jersey Wage and Hour Laws, and the Fair Labor Standards Act. Employees will be entitled to overtime pay at the rate of time and one-half if they are required to work more than eight (8) hours in any day, subject to approval of the employee's Department Head.

ARTICLE XIII

WAGES

A. Wage increases shall be paid as follows:

$1.00 per hour increase effective January 1, 2017
$.30 per hour increase effective January 1, 2018
$.30 per hour increase effective January 1, 2019
$.30 per hour increase effective January 1, 2020

B. Retroactive wage increases will be paid to all employees who are active employees at the time of the signing of this agreement within 30 days following execution of this Agreement by both parties.

C. All new employees hired on or after the date this Agreement is executed by both parties shall receive a starting salary of $10.75 per hour.

D. In the event an employee covered by this Contract is called in after hours because of the need to secure a Township building then that employee shall be paid at least two (2) hours regular pay.

ARTICLE XIV

LONGEVITY

Longevity for all employees governed by this Agreement shall be eliminated upon the execution of this Agreement. Employees who previously received Longevity shall have a one time adjustment to their base salary equivalent to their prior longevity amount. (For Example: an employee earning $10.00 per hour at 2% longevity shall receive a $.20 increase to their hourly base).

ARTICLE XV

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 reimbursed 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 payments.

ARTICLE XVI

GENERAL PROVISIONS

A. The Union shall have the use of employee bulletin board for the positing 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, and as determined by the Township in its sole discretion.

D. The Township shall be responsible for printing this Agreement within twenty (20) days of having been 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 every other year provide the employees covered by this Agreement with five (5) shirts (long or short sleeve) and one (1) Jacket/Fleece.

ARTICLE XVII

EQUAL TREATMENT

A. The Township and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, creed, color, national origin, ancestry, nationality, religion, marital or domestic partnership status, gender identity or expression, disability, military service, affectional or sexual orientation, atypical cellular or blood trait, genetic information, political affiliation, Union membership or Union activities or any other category protected by law.

B. The Township may establish reasonable and necessary rules of work 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 XVIII

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 or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIX

SEVERABILITY 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 force as of January 1, 2017 and shall remain in effect to and including December December 31, 2020. This Agreement shall continue in full force and effect during the period of negotiations for a successor Agreement.

IN WITNESS WHEREOF, that parties have hereunto set their hands and seals at the Township of Lower, New Jersey this ____day of _____.

LOWER TOWNSHIP RECREATION AIDES ASSOCIATION LOCAL 3779B AFFILIATED WITH AFSCME NJ, COUNCIL 63, AFL-CIO

12-11-18 BY: _____
AFSCME Local Rep.

11.13.18 BY: _____
AFSCME Staff Rep.

BY: _____
11/29/18 AFSCME ~~Executive~~ ASSOC. Director.

TOWNSHIP OF LOWER, a municipal corporation of the State of New Jersey

BY: _____
12/11/2018
Lower Township Manager

12/11/18 James Ridgway
Lower Township Manager

NJDPB Pensions & Benefits

Explore Your Benefits

LOCAL GOVERNMENT ACTIVE GROUP MEDICAL PLAN DESIGN - PLAN YEAR 2018

AETNA AND HORIZON PLANS - MEDICAL COST SHARING

	Aetna Freedom10	Aetna Freedom15	Aetna Freedom1525	Aetna Freedom2030	Aetna Freedom2035	Aetna HMO	Aetna Liberty		Aetna Value HD4000*	Aetna Value HD1500*,6
	NJ DIRECT10	NJ DIRECT15	NJ DIRECT1525	NJ DIRECT2030	NJ DIRECT2035	Horizon HMO[1]	Horizon OMNIA		NJ DIRECT HD4000*	NJ DIRECT HD1500*,6
Medical Cost Sharing							TIER 1	TIER 2		
Primary Care Copayment	$10	$15	$15	$20	$20	$10	$5	$20		
Specialist Care Copayment	$10	$15	$25	$30 adult / $20 child**	$35	$10	$15	$30		
Emergency Room Copayment	$75	$100	$100	$125	$300	$85	$100	$100		
In-Network Deductible					$200	$100[2]	None	$1,500***	$4,000***	$1,500***
In-Network Coinsurance	10%[2]	10%[2]	10%[2]	10%[2]	20% after deductible[3]		None	20%	20% after deductible	20% after deductible
In-Network Coinsurance Maximum (Individual/Family)		$400/$1,000	$400/$1,000	$800/$2,000	$2,000/$5,000		None	None	$1,000 / $2,000	$1,000 / $2,000
In-Network Out-of-Pocket Maximum (Individual/Family)	$400 / $1,000	$5,880 / $11,760	$5,880 / $11,760	$5,880 / $11,760	$5,880 / $11,760	$5,880 / $11,760	$2,500***	$4,500***	$5,000 / $10,000	$2,500 / $5,000
Out-of-Network Deductible (Individual/Family)	$100 / $250	$100 / $250	$100 / $250	$200 / $500	$800 / $2,000				See In-Network Deductible[4]	See In-Network Deductible[4]
Out-of-Network Coinsurance[5]	20%	30%	30%	30%	40%				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				$6,000 / $12,000	$3,500 / $7,000
Out-of-Network Inpatient Hospital Deductible	$200 / stay	$200 / stay	$200 / stay	$500 / stay	$600 / stay					

* 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 Applies to services that do not require a copayment.
4 Out-of-Network Deductible is combined with In-Network Deductible.
5 After Deductible
6 Employer Health Savings Account Funding is $300 for Aetna HD1500 and Horizon HD1500 plans which can be used for qualified medical expenses without federal tax liability.

NJDPB Pensions & Benefits

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LOCAL GOVERNMENT ACTIVE GROUP MEDICAL PLAN DESIGN - PLAN YEAR 2018

AETNA AND HORIZON PLANS - PRESCRIPTION DRUG COPAYMENTS[2]

	Aetna Freedom10	Aetna Freedom15	Aetna Freedom1525	Aetna Freedom2030	Aetna Freedom2035	Aetna HMO	Aetna Liberty	Aetna Value HD4000*	Aetna Value HD1500*
	NJ DIRECT10	NJ DIRECT15	NJ DIRECT1525	NJ DIRECT2030	NJ DIRECT2035	Horizon HMO[1]	Horizon OMNIA	NJ DIRECT HD4000*	NJ DIRECT HD1500*
Prescription Drug Copayments[2]									
Retail: Generic Copayments	$3	$3	$7	$3	$7[3]	$3	$7	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Retail: Preferred Brand Copayments	$10	$10	$16	$18	$21[3]	$10	$16		
Retail: Non-Preferred Brand Copayments	$10	$10	$35	$46	member pays difference[3,4]	$10	$35		
Retail: Brand w/ Generic Equivalent[4]	member pays difference[4]	member pays difference[4]	member pays difference[4]	member pays difference[4]	member pays difference[3,4]	member pays difference[4]	member pays difference[4]		
Mail: Generic Copayments	$5	$5	$18	$5	$18	$5	$18		
Mail: Preferred Brand Copayments	$15	$15	$40	$36	$52	$15	$40		
Mail: Non-Preferred Brand Copayments	$15	$15	$88	$92	member pays difference[3,4]	$15	$88		
Mail: Brand w/ Generic Equivalent[4]	member pays difference[4]	member pays difference[4]	member pays difference[4]	member pays difference[4]	member pays difference[3,4]	member pays difference[4]	member pays difference[4]		
Prescription Drug annual Out-of-Pocket Maximum (Individual/Family)	$1,470 / $2,940	$1,470 / $2,940	$1,470 / $2,940	$1,470 / $2,940	$1,470 / $2,940	$1,470 / $2,940	$1,470 / $2,940		

* **HD = High Deductible Health Plan**

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 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 is 15% for NJ DIRECT1525 and NJ DIRECT2030; Coinsurance is 20% for NJ DIRECT2035. 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 are 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.

3 For maintenance prescription drugs, mail order is mandatory under the 2035 plans (Aetna Freedom2035, NJ DIRECT2035).

4 You pay the applicable generic copayment as listed above, plus the cost difference between the brand drug and the generic drug.

Note: Oral contraceptive coverage is available under the medical plan.

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This is a summary and not intended to provide all information. Although every attempt at accuracy is made, it cannot be guaranteed.