

AGREEMENT

between

**TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN, NEW JERSEY**

and

GLOUCESTER TOWNSHIP SUPERIOR OFFICERS

Fraternal Order of Police

JANUARY 1, 2011 through DECEMBER 31, 2013

SENIOR OFFICERS' CONTRACT
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PREAMBLE

THIS Agreement, made and entered into at the Township of Gloucester, County of Camden, New Jersey, as of this 1st day of January, 2011, by and between the Township of Gloucester, hereinafter referred to as the "Township", and the Gloucester Township Superior Officers Committee/NJFOPLC hereinafter referred to as the "GTSO", or FOP.

WITNESSETH:

WHEREAS, the Township and the GTSO recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township Council and the Mayor retain the basic decision making powers over fiscal and management policies, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, the Superior Officers of the police force are particularly qualified to advise the formulation and policies and programs designed to improve the standards of police protection; and

WHEREAS, the Township has obligation, pursuant to Chapter 303, Public Laws 1968 amended by PL123, 1974, to negotiate with the GTSO as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows.

ARTICLE I: LEGAL REFERENCE

A. Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution, Administrative Code or Police Department Rules and Regulations upon any Township Official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise conferred upon them by Law.

B. 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 to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II: RECOGNITION

A. The Township hereby recognizes the GTSO/NJFOPLC as the sole and exclusive negotiating agent and representative for all Superiors employed in the Township of Gloucester Police Department, but excluding the Chief of Police, Deputy Chief of Police.

B. The title "police officer", "officer", "superior officer", "member", or "employee" shall be used interchangeably and shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members.

ARTICLE III: POLICE OFFICERS' RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, amended by PL123, 1974, the Township hereby agrees that every Superior Officer shall have the right freely to organize, join, and support the GTSO and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, amended by PL 123, 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any police officer with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the GTSO and its affiliates, his participation in any activities of the GTSO and its affiliates, collective negotiations with the Township or his institution of any grievance, complaints, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Representatives of the GTSO shall be permitted time off without loss of pay to attend negotiating sessions, provided the efficiency of the Department is not affected thereby.

C. A police officer shall have the right to inspect their personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection. The officer may provide a written response for inclusion in the file.

D. The Township agrees to notify the individual police officer if any material discriminatory to the police officer is placed in their personnel jacket.

E. In the event an officer dies while in the employ of the Township, then his/her estate shall be awarded the full benefits (longevity, unused vacation leave, unused sick time, etc), which were earned and accumulated while in the employ of the Township, provided the sick pay will only be paid as provided in Article V(B). In addition, the surviving spouse shall be continued on the Township medical plan for a period of five years after the officer's death.

ARTICLE IV: MANAGEMENT RIGHTS

A. Except to the extent expressly modified by a specific provision of this Agreement, the Township of Gloucester reserves the right and retains solely and exclusively all of its Statutory and Common Law Rights to manage this operation of the Police Department of the Township of Gloucester, New Jersey, as such rights existed prior to the execution of this or any other previous Agreement with the GTSO

B. The sole and exclusive rights of the Township of Gloucester, New Jersey, which are not abridged by this Agreement, shall include, but are not limited to:

- 1. Determining the existence or non-existence of facts which are the basis of the Township Police Department and/or Management decision;**
- 2. Establishing or continuing policies, practices, or procedures for the citizens of the Township of Gloucester, and from time to time, to changing or abolishing such practices or procedures;**
- 3. Determining, and from time to time modifying the number, locations, and relocation and types of its officers and employees or discontinuing any performance by officers or employees of the Township;**
- 4. Determining the number of hours per day or week any operation of the Police Department may be carried on;**
- 5. Selecting and determining the number and types of officers required;**
- 6. Assigning such work to such officers in accordance with the requirements determined by the Department of Police and Mayor;**

7. **Establishing training programs and upgrading requirements for officers and/or employees within the Department;**
8. **Establishing and changing work schedules and assignments;**
9. **Transferring, promoting, or demoting officers or employees for just cause, or to lay off; terminate or otherwise relieve officers and/or employees from duty for lack of work or other legitimate reasons;**
10. **Determining the facts of lack of work;**
11. **Continuing, altering, making, and enforcing reasonable rules for the maintenance of discipline;**
12. **Suspending, discharging, or otherwise taking such measure as the Mayor may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township of Gloucester, New Jersey, provided, however, nothing herein shall prevent an officer from presenting his grievance for the alleged violation of any article or specific term of this Agreement.**

ARTICLE V: SICK LEAVE

A. **As of January 1, 2009, each officer shall be granted sixteen (16) sick days per year, which shall be cumulative from year to year. Sick leave means the absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of the position because of exposure to contagious disease, or other illness, or in any emergency situation where because of a member of the immediate family (spouse and children) having an illness requiring the officer remaining at home to care for same, or caring for the household. Such an emergency situation shall be documented upon request of the Chief of Police, or his designee.**

B. **The following modifications to the accumulation of and payment for accrued sick leave upon retirement shall be effective as of July 1, 2008, and shall supercede any other provision of this Agreement concerning the accumulation of and payment for accrued sick leave:**

1. **A \$35,000 cap shall apply to the payment of accumulated sick leave days upon retirement. This \$35,000 cap shall be applied after the application of the 2008 sick leave days are credited to each officer in the bargaining unit. The Township and the GTSO will execute a "side bar" agreement which shall lock in the dollar value of each officer's accumulated sick**

leave after the application of the 2008 sick leave days.

2. All current (and future) officers that have less than \$35,000 of accumulated sick leave days on the books as of January 1, 2008 will be capped at \$35,000. All officers that have \$35,000, or more, of accumulated sick leave days on the books as of January 1, 2008, shall be "grandfathered" at the exact dollar figure that they have on the books as of January 1, 2008, i.e., Officer John Doe with \$37,000 worth of accumulated sick days will have a Cap of \$37,000. This will be the maximum payout that Officer Doe can receive upon retirement, or, where applicable, through the combination of terminal leave and retirement.

3. Officers hired prior to July 1, 2008 will be reimbursed for sick leave at their hourly rate, subject to the foregoing cap formulas in paragraph B(2). Officers hired on or after July 1, 2008 shall be reimbursed at 50% of their hourly rate for all accumulated sick leave hours, up to a maximum payment of \$35,000 upon retirement, as set forth in paragraph B(2). All monies paid out for unused accumulated sick time shall be paid in equal amounts over three to ten years commencing on the date of retirement provided the employee notifies the Township at least 90 days prior to the beginning of the fiscal year. Failure to meet the notification requirement will result in a delay for payment until the year following the officer's retirement. "Any officer who leaves services as a result of injury, resignation or retirement shall maintain his/her right to compensation under this section. Any officer who is charged and convicted of a crime resulting in the termination of employee will forfeit his/her right to compensation under this section"

4. Officers hired prior to January 1, 1988, shall be permitted to use up to 2080 hours of accumulated sick leave for the purpose of terminal leave. Officers on terminal leave shall receive all benefits and compensations with the exception of uniform allowance, shift differential and the accumulation of additional sick, personal, and vacation time. All payments to an officer on terminal leave shall be charged against the exact dollar amount credited to the officer as of January 1, 2008, as described above in paragraph 2 ("the grandfathered amount").

The remainder the grandfathered amount, after deduction of all payments made to the officer on terminal leave, shall be payable to the officer upon honorable retirement as described above in paragraph 3. In no event may the total of payments made to the officer while on terminal leave plus payments to the officer for accumulated sick leave exceed the grandfathered amount.

C. As of January 1, 2009, each officer shall be entitled to three (3) non-cumulative personal days per year and noted as such on the officer's personnel

record. The only limitation on the granting of personal day leave shall be the manpower requirements of the police department. Personal days shall require the approval of the Chief of Police (or his designee) and may not be used to otherwise avoid restrictions on the number of officers allowed off at a particular time.

As of January 1, 2009, each officer shall be entitled to two (2) personal business days per year and noted as such on the officer's personnel record. Personal business days shall be used for the personal business of an officer of such a nature that it cannot be scheduled at the convenience of the officer or for a personal or household emergency which requires the immediate attention of the officer. The reason for the request for a personal business day must be stated at the time of application for leave from duty and may not be used as a subterfuge to otherwise avoid restrictions on the number of officers allowed off at a particular time.

Personal days and personal business days are cumulative. These days will be banked separately and can be utilized up to the total amount banked once all accumulative sick leave has been exhausted. In the last year of employment, an officer will be entitled to use up to a maximum of 40 hours personal time as per the past practice.

D. Any officer who has exhausted his accumulated sick leave, by reason of illness, as proved to the satisfaction of the Chief of Police, shall be continued on the Township I.D.A. Program, Dental Program, Prescription Plans, or any other Medical Insurance Program until he shall return to duty.

E. In the event an officer shall have no sick leave, either allowable or cumulative, and is granted leave for personal business, such leave must be approved by the Chief of Police.

F. Service Connected Serious Communicable Disease: Any officer who shall suffer from a serious communicable disease, it shall with a rebuttable presumption, be that the disease was contracted on the job, provided that the officer is an active member of the Gloucester Township Police Department. An officer for the purpose of this section (Article V(F)) will be considered an "active" member within two years after either retirement or honorable separation from the department. The determination of "service connected" will be by a panel of doctors, one selected by the officer, one selected by the Mayor and one selected by an independent arbitrator appointed by P.E.R.C. If a formal workers compensation claim is submitted then the workers compensation rules and regulations will be utilized to make the determination of "service connected".

G. Leave for pregnancy, child rearing and other types of qualifying leave shall be governed by the Department's policy under the federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (FLA). Officers may use sick, vacation, compensatory time, personal time and/or kelly time during such leave, to the extent allowable for each type of leave. Officers requesting paternity leave shall be granted earned and accumulated sick and vacation leave time after the actual date of birth. Officers on such leave may not engage in outside employment during the hours of the day that they would normally be on duty.

H. Additional time, without pay, may be granted for reasons of the employee's individual setting forth the necessity therefore.

I. In accordance with existing practice, benefit days (sick, vacation and personal) are accrued at 8 hours per day.

J. The following subparagraphs are effective through the indicated date and will be of no force or effect thereafter:

1. This paragraph is effective through December 31, 2008 and of no force or effect thereafter. Officers shall be granted twenty-one (21) sick days per year, three (3) of which may be taken as personal days and noted as such on the member's personnel record. The only limitation on the granting of personal day leave shall be the manpower requirements of the police department. Two (2) additional days of the above mentioned sick leave may be taken as personal business days and noted as such on the member's personnel record. Personal business days shall be used for the personal business of an officer of such a nature that it cannot be scheduled at the convenience of the employee or for a personal or household emergency which requires the immediate attention of the officer. The reason for the request for a personal business day must be stated at the time of application for leave from duty. Personal days shall require the approval of the Chief of Police (or his designee) and may not be used to otherwise avoid restrictions on the number of officers allow off at a particular time. Sick leave shall be cumulative from year to year.

2. This paragraph is effective through June 30, 2008 and of no force or effect thereafter. All officers hired on or after January 1, 1988, shall be paid one (100%) percent of a full day's pay for each day of unused accumulated sick leave upon retirement. This shall be paid at the salary level in effect at the time of retirement. All monies paid out pursuant to this Section shall be paid in equal amounts over three to ten years commencing in the year following the employee's retirement.

3. This paragraph will be of no force or effect as of June 1, 2008, provided, however, that officers who satisfied the notice requirements of this paragraph by June 1, 2008, shall have their requests honored. After completion of 20 years of service and provided that an officer has and maintains 2,080 hours of accumulated sick days, the officer shall be entitled to sell back seventeen sick days per year until honorable separation. The rate of compensation for each day sold back shall be at 100% of the daily rate of the year prior to the year the days are sold back. Payment shall be made along with the officer's base pay (but not included in base pay for the calculation of such benefits as longevity, overtime, holiday pay, shift diff, etc.) over a one year period. The officer shall make written notification to the Township at least one year in advance of his/her designated anniversary date. Payments for sell back time are not considered pension earnings. In the event of the death of the employee all remaining payments will carry over to the surviving spouse.

ARTICLE VI: INJURY LEAVE

A. In the event an employee becomes disabled by reason of work related injury or illness and is unable to perform his duties, then in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year, on the recommendation of the Chief of Police and approval by the Mayor.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report prior to the end of the shift thereof to the immediate supervisor, or as soon thereafter as possible. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

E. In the event the Township's physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Township physician, then the Township and the employee shall mutually agree upon a third physician,

who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources. At the Township's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Township and receive his entire salary payment, or the Township shall only pay the difference.

ARTICLE VII: LIABILITY AND FALSE ARREST INSURANCE

A. The Township agrees to cover all members of the Department with False Arrest & Liability Insurance in the amount of Two Hundred Fifty Thousand (\$250,000) Dollars - Five Hundred Thousand (\$500,000) Dollars.

B. 1. In addition, whenever an employee 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 municipality shall provide said officer with necessary means for the defense of such action or proceeding.

2. Legal defense shall not be provided for the employee in a disciplinary hearing instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by, or on complaint of the municipality, shall be dismissed or finally determined in favor of the employee, he shall be reimbursed for the expense of his defense.

ARTICLE VIII: CLOTHING ALLOWANCE

A. Employees shall receive the sum of one thousand eight hundred (\$1,800.00) dollars per year as a uniform and/or clothing allowance. Fifty (50%) percent of this allowance is to be paid on the second pay day in January, and fifty (50%) percent on the second pay day in July.

B. In the event of a uniform change specified by the Township, the Township shall be responsible for issuing the initial amounts of new uniforms required for the change. In the event a uniform modification is requested by the employees and the request is approved by the Chief of Police, the employees will be responsible for the cost of such modification.

C. The Township shall replace or repair all uniforms damaged while on duty.

D. New employees shall be issued the full amount of initial uniforms and equipment as required under present departmental regulations. This shall include, but not be limited to, full Summer & Winter uniforms, weaponry, rain wear, shoes and boots, and leather goods. Clothing Allowance for new employees shall not be payable until the completion of one (1) year of service from their date of hire. Payment shall then be made on a pro-rated basis for the remainder of the calendar year.

ARTICLE IX: FUNERAL LEAVE

A. 1. In the event of death, in the employee's immediate family, the employee shall be granted time off without loss of pay commencing on the day of death, but in no event to exceed seven (7) working days.

2. The term "immediate family" shall include only spouse, Civil Union partner, father, mother, child, brother, or sister.

B. 1. In the event of death in the employee's extended family, the employee shall be granted time off without loss of pay commencing on the day of death, but in no event more than three (3) working days.

2. The term "extended family" shall include only father-in-law, mother-in-law, grandmother or grandfather, and brother-in-law or sister-in-law.

3. Funeral leave as provided in this Section is intended to be used solely for the purpose of handling necessary arrangements and attending the funeral of the deceased family member.

C. Funeral leave may be extended at the sole discretion of the Chief of Police.

D. In the event that the death of an extended family member causes an additional burden on the employee him/herself as defined below, the employee will receive his regular rate of pay for the first seven (7) working days following the death of such family member.

E. "Additional Burden" Defined: The employee must in addition to making the usual necessary funeral arrangements and attendance be called upon to:

1. Have to physically move the household furniture and belongings of the deceased or their survivors to another location.

2. Have to arrange to dispose of or transfer the business concerns of the deceased.

3. Have to arrange for the care of survivors of the deceased.

F. Funeral leave for any other situation not specifically covered under the terms of this article may be granted by the Chief of Police upon application by an officer covered under this contract, giving sufficient cause for such leave to be granted.

G. In the event of an officer's death in the employ of the Township, the officer's direct beneficiaries shall receive the officer's accrued vacation, sick leave and compensatory time payments in a lump sum on the same basis as if the officer retired.

ARTICLE X: RULES AND REGULATIONS

A. The Mayor shall establish and enforce binding rules and regulations in connection with the operation of the Police Department, and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Association. It is understood that application of this Agreement shall not in any way hamper enforcement of the Departmental Rules & Regulations.

B. It is understood that all employees shall comply with all rules and regulations of the Department, and orders or directives issued by the Chief of Police or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction, or order of an officer or other superior is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule regulation, order, or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article XVII of this contract.

C. In the event that an employee or employees shall refuse to comply with the rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of Department Rules & Regulations, subject only to the right of employee to file a grievance.

D. All members of the Police Department shall be issued a Manual containing all rules, regulations, general orders, and policy statements plus other orders presently in effect in the Police Department. If any changes in the above mentioned areas are made, said changes shall be issued and inserted in the Manual.

E. The Township shall keep an up-to-date compilation of all S.O.P.'s, Special Orders, and memos. These shall be kept in a location as to be readily available to all members of the department at all times for their inspection and review on a 24 hour basis.

ARTICLE XI: NON-DISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of his membership or non-membership in the PBA or FOP, or his participation in activities herein prescribed, nor discriminate against any member of the PBA or FOP for any action involving his management duties on behalf of the Department of Police, Township of Gloucester, New Jersey.

ARTICLE XII: MEDICAL, PRESCRIPTION AND DENTAL BENEFITS

A. The Township agrees to maintain its independent medical/hospitalization program (as described in Appendix A) for officers and their dependents, with the benefits continued upon retirement. Coverage shall remain in effect until the age of Medicare eligibility at which time the Township-provided coverage shall become secondary to Medicare. The officer (retiree) must enroll in Medicare (Part A and B) in order to maintain Township-provided coverage.

B. The Township will provide a prescription plan for employees and their dependents.

C. The Township shall provide up to \$600 to officers to offset the cost of qualifying medical expenses such as prescription medication, vision exams, prescription glasses and contact lenses, medical deductibles and co-pays.

D. The Township shall provide a closed panel Dental Plan, insurance company or other organization providing the same dental care, for employees covered under this Agreement and his dependents. The Township will, upon request in writing 45 days prior to the end of the current Dental Providers contract, agree to reopen this Article to discuss a revised plan acceptable to both the police officers and the Township. It is further provided that if both parties cannot reach an agreement, arbitration will not apply and this provision to reopen

this article is null and void.

E. Any police officer retiring after 25 years of service after 1/1/93 will receive Township-paid benefits for eyeglass, prescription and dental.

F. The Township agrees to provide for all officers that opt not to participate in the above-described program an opt-out benefit in the amount of \$4,500.00, to be used for Hospitalization Insurance, Prescription Plan, Eyeglass Plan, Dental Plan, and any other insurance coverages as determined by the Township and permitted by I.R.S. in accordance with a "menu", procedures, exclusions, requirements, etc. as determined by the Township. It is acknowledged that the existence of the "opt-out" benefit and the amount is subject to the discretion of the Township pursuant to N.J.S.A. 40A:10-17.1. All employees will receive a copy of the Plan Document which will include the "menu", procedures, exclusions, requirements, etc.

ARTICLE XIII: MAINTENANCE OF STANDARDS

A. It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community. Therefore, there shall be no interference with such operation.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that the GTSO, its officers, members, agents, or principals, will not engage in encourage, sanction, or suggest strikes, slow downs, mass resignations, mass absenteeism, or other suspension of, or interference with, normal work performance.

ARTICLE XIV: EMBODIMENT OF AGREEMENT

A. This document constitutes the sole and complete agreement between the parties as to the terms and conditions set forth herein. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. This Agreement represents the full and final agreement between the Township and the GTSO.

B. The Township agrees that all benefits, terms and conditions of employment and past practices relating to the status of the employees covered

by this Agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining leading to the execution of this Agreement.

C. The Township shall perform no act which will conflict with the terms of this Agreement.

ARTICLE XV: SEVERABILITY

A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

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

C. If any provision of this Agreement is held contrary to Law, then the GTSO and the Township shall collectively negotiate to try and bring that provision into alignment with the conflicting law, or if that is impossible to negotiate a new provision or benefit, within the scope of the matter covered by the provision deleted, to take the place of that unlawful provision.

ARTICLE XVI: PROMOTIONS

The Township agrees that promotions shall be made in accordance with Civil Service Rules & Regulations. It further agrees not to discriminate on promotions because of religion, race, creed, politics, sex or age.

ARTICLE XVII: GRIEVANCES

A. The intent of the parties to this Agreement is that the procedures hereinafter set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning or application of provisions of this Agreement.

B. It is further understood that suspension, demotion, and discharge shall be made in accordance with Township Ordinance 0-82-16 as amended, known as the Administrative Code, State Statute, and Civil Service. In the event such actions are sustained, the aggrieved individual shall possess all rights of

appeal as an individual pursuant to Civil Service as provided by law. A disciplinary proceeding shall not be subject to the grievance procedure.

STEP 1 As to grievances, the aggrieved employee shall present the grievance orally or in writing to his immediate superior. The grievance must be presented within ten (10) working days of its occurrence or knowledge of its occurrence. The Superior will give his verbal answer or written answer within five (5) working days of the date of presentation of the grievance.

STEP 2 If the grievance is not settled in STEP 1, it shall be reduced to writing and presented through the Chain of Command to the level that would have control over the grievance. The Chief of Police should be included in the decision. The grievance shall be prepared in detail and be dated. That level will reply to the grievance in writing within five (5) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by an attorney, or representatives from the FOP, or the Employee bargaining unit in presenting his grievance.

STEP 3 If the grievance is not settled in STEP 2, the written grievance shall be presented to the Mayor within five (5) working days after the response is given. The Mayor, after a grievance hearing, at which the employee shall have the right to have his representative present, will reply to the grievance in writing within seven (7) days of the date of the presentation of the written grievance (Saturday, Sunday, and Holidays excluded).

STEP 4 If the grievance is not settled in STEP 3, it will be submitted to an arbitrator designated through P.E.R.C. procedures. The cost of such arbitration will be borne by the party not upheld by the arbitrator. The arbitrator's decision shall be final and binding.

C. A grievance may be filed by the GTSO at its own instigation or at the request of any officer covered under this Agreement, at the sole discretion of the GTSO.

D. In filing a grievance the GTSO will not be required to observe STEP 1, but will instead submit the grievance directly to the Chain of Command as in STEP 2. A grievance submitted to the Chief of Police or Deputy Chief of Police, by the GTSO, will have complied with the requirements of STEP 2. The time limits, procedures, and additional steps in the grievance procedure will then be observed by the GTSO and Township as outlined in this aforementioned procedure.

ARTICLE XVIII: JOINT GTSO MANAGEMENT COMMITTEE

A. A committee consisting of the Mayor, Chief of Police and the GTSO shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings.

B. The purpose and intent of such meeting is to foster good employment relations through communications between the Township and the GTSO on such matters as:

- 1. Discussing questions arising over the interpretation and application of this Agreement.**
- 2. Disseminating general information of interest to the parties.**
- 3. Giving GTSO representative the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.**
- 4. Notifying the employees in the bargaining unit of change in non-bargainable conditions of employment contemplated by management.**
- 5. The promotion of education and training.**
- 6. The elimination of waste and the conservation of materials and supplies.**
- 7. Improving of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.**

ARTICLE XIX: FLEXIBILITY OF ASSIGNMENT

A. Employees, regardless of regular assignments, may be reassigned to perform any duty related to their profession as police officers, including any duties connected with:

- 1. Prevention & detection of crime;**
- 2. Enforcement of laws & ordinances;**

3. Protection of life & property;
4. Arrest of violators of the law;
5. Direction of traffic;
6. Regulation of non-criminal behavior of the citizenry; and
7. Preservation of the peace, and
8. Training

B. An exception to specific duties can be made where employees are on the medical "Limited Duty" list and cannot perform the said duties.

C. The Township and the GTSO acknowledge that a policeman's primary responsibility is to perform police duties and his energies shall be utilized fully to this, except in case of emergencies or special circumstances.

ARTICLE XX: VACATIONS

A. Members of the Police Department covered by this Agreement shall be granted the following vacation leave:

1. After six (6) months up to one year of service, one (1) working day per month of service.

2. From one (1) year up to and including the third (3rd) year of service fourteen (14) working days.

3. From the fourth (4th) year up to and including the sixth (6th) year of service, seventeen (17) working days.

4. From the seventh (7th) year up to and including the ninth (9th) year of service, twenty (20) working days.

5. From the tenth (10th) year up to and including the fourteenth (14th) year of service, twenty five (25) working days.

6. From the fifteenth (15th) year of service to retirement, thirty (30) working days.

B. Members may accumulate up to two year's allowable vacation leave,

provided that only one year may be used in each subsequent year. However, the Chief of Police may, if the scheduling permits, waive the one year restriction in the use in the subsequent year.

C. An employee who terminates his employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rated monthly basis.

D. Officers are permitted to sell back vacation hours at the current years rate of pay provided the Township received notice prior to October 1st of the preceding year of payment. Payment will be made to all eligible employees on the 2nd pay day in May. Eligibility is as follows:

7 to 9 years of service with the Township	-	20 hours
10 to 14 years of service with the Township	-	40 hours
15 years to retirement serviv with the Township	-	60 hours

ARTICLE XXI: HOLIDAYS

A. Effective July 1, 2008, officers working a holiday as part of their regular shift shall not receive any additional compensation. In the event an officer is recalled for duty when he had been scheduled off by the Department to work a holiday identified in C-1, his rate of pay for the holiday worked shall be two times (2X) his base rate, or he may take another day off for the scheduled off-day worked.

B. In accordance with the provisions of paragraph A, subparagraphs 1-5 of this paragraph will be superceded and shall be of no further force or effect as of July 1, 2008:

1. The following fifteen (15) days shall be observed as normal holidays during the years covered by this contract:

New Year's Day, Labor Day, Martin Luther King's Day, Columbus Day, Lincoln's Birthday, General Election Day, Washington's Birthday, Veterans' Day, Good Friday, Thanksgiving Day, Law Day (May 1), Friday after Thanksgiving, Memorial Day, Christmas Day, Independence Day.

2. In addition to the 15 holidays specified above, each members Birthday shall be a paid holiday. The Members Birthday Day at his option may be

taken off on his Birthday or another day or paid as additional compensation on December 1.

3. If a National Holiday is declared then the bargaining unit members will be granted the holiday.

4. Compensation for holidays shall be as follows:

(a) The rate of pay for the holiday overtime worked on a non scheduled day shall be two times (2X) the base rate

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ARTICLE XXII: HOURS OF EMPLOYMENT

A. Pursuant to Article IV, Paragraph 8, the Township shall have the right to establishing and changing work schedules, and has the discretion to modify the regular shift to consist of, for example, 8, 10 or 12 hours.

B. The normal work week of a patrol officer shall consist of forty (40) hours per week, subject to Paragraphs C, D and E below. The exact hours for particular employees shall be established by the Chief of Police and approved by the Mayor.

C. If the Township elects to utilize the twelve (12) hour shift then the Parties agree that the twelve (12) hour shift schedule will be based on a fourteen (14) day work period. Employees with twelve hour shifts shall be scheduled for seven 12-hour shifts per fourteen (14) day work period, pursuant to the schedule set out below.

1	2	3	4	5	6	7	8	9	10	11	12	13	14
on	on	off	off	on	on	on	off	off	on	on	off	off	off

In this example, day one (1) is a Monday.

D. In the event the Chief of Police implements the twelve hour shift schedule set forth above, this schedule requires an employee to work eighty-four (84) hours in a fourteen (14) day period. It is not the intent of the Parties that twelve hour shifts employees work more regular work hours, over the period of a year, than eight and ten hour shift employees, i.e., an average of 80 hours per 14 day work period. To equalize the regular work hours over an annual period, the Township shall grant each officer 104 hours "Kelly Time" on January 1st of each year when the Township elects to utilize the twelve hour shift plan (or prorated if the shift is implemented during the calendar years. Usage of Kelly time is subject to the same conditions as vacation time; however, Kelly Time cannot be accumulated from year to year. An employee who terminates his/her employment with the Township shall only be entitled compensation of Kelly Time hours which the officer has already worked (4 hours for each 14 day period), minus Kelly Time taken. Accordingly, the Parties agree that this schedule shall be construed to average forty (40) hours per week for the purposes of this Agreement.

E. Regular overtime, provided the same is approved by the Chief of Police, shall be compensated at the rate of time and one-half of hourly earnings. For forty (40) hour work week employees, time and one half shall be paid for overtime hours worked in excess of 40 hours in a seven (7) day work period. For employees working a twelve hour shift, a 14 day work period shall be used and overtime shall be paid for hours worked over an employee's regularly scheduled hours (84) in the work period – subject to the Kelly Day Procedure set forth in Paragraph D above.

F. When a Superior Officer or Detective is called into duty prior to the normal starting

time for his scheduled beginning of an assigned shift, he shall be paid as follows:

1. For any time period over four (4) hours prior to the start of the scheduled shift; on an hour for hour basis for actual time worked at the rate of one and one half times the hourly rate of pay.
 2. For a time period of four (4) hours prior to the start of the scheduled shift, four (4) hours pay at the rate of one and one-half times the hourly rate of pay.
 3. For any time period of less than four (4) hours prior to the start of the scheduled shift, the actual number of hours worked and one (1) additional hour premium at one and one half times the hourly rate of pay, not to exceed a total of four (4) hours pay at one and one-half times the hourly rate of pay.
- G. For court appearances required while off-duty before the Grand Jury, Superior, County and Juvenile Courts in criminal matters, compensation shall be paid therefore at the rate of time and one-half of hourly earnings. The minimum compensation for such appearances shall be for four (4) hours, thereafter on a per hour basis at the aforesaid rate.
- H. For Gloucester Township Municipal Court appearances required while off duty, where a police officer is unable to schedule such appearance during his regular work shift, or where the matter had been postponed or is otherwise continued and deferred by the Court, not at the request of the police officer and he is otherwise off duty, compensation shall be paid therefore at the rate of time and one-half of hourly earnings. The minimum compensation for such appearances shall be four (4) hours, thereafter on a per hour basis at the aforesaid rate.
- I. All police officers shall schedule their appearances before the Gloucester Township Municipal Court during their regular work shift, if possible, and no compensation shall be paid for matters which might have been scheduled during a regular shift unless good cause exists, as approved by the Chief of Police.
- J. For off duty appearances before any other court, judicial hearing, or juvenile intake hearing, one and one-half times the officer's hourly rate shall be paid with a four (4) hour minimum compensation and thereafter on a per hour basis. Off-duty Civil Court appearances pertaining to Gloucester Township will be paid at time and one-half rate with a minimum of four (4) hours.
- K. For off duty attendance at Board of Education and Township functions and functions of other organizations such as athletic contests, dances, etc., the officer shall compensated at forty-five dollars (\$45.00) per hour inclusive of the administrative fee. The administrative fee shall be five dollars (\$5.00) per hour. Patrol officers will be permitted to work contract/grants at a rate less than \$45.00 per hour.
- L. All outside employment requests for police supervision made by private contractor working within the Township shall be posted by the Department monthly and

rotated accordingly based on the list of volunteers who sign up for this employment.

1. The rate for outside employment shall be sixty-five dollars (\$65.00) per hour inclusive of the administrative fee. The administrative fee shall be five dollars (\$5.00) per hour. A minimum of four (4) hours work shall be provided. All such amounts to be paid according to Sections J, K, and I above will be paid to the police officer by the Township, and the Township will bill the outside employer.

M. In the assignment of outside employment required by the Board of Education and Township functions, the Township shall distribute such overtime fairly and equitably, and, wherever and whenever feasible and practicable, shall assign such overtime on a seniority basis with adequate advance notice. In assignment of Board of Education and Township functions, the Township agrees to a policy of first seeking volunteers for the functions before assigning employees. If there are no volunteers for the function, the Township shall assign employees to the function, but in no event shall the Township assign an employee to the function who is on his day off except in extremely emergent circumstances. In the event an employee is assigned (ordered) to one of the aforesaid functions, by the Township, he shall be compensated at one and one-half times his hourly rate of pay for a four (4) hour minimum, and on a per hour basis thereafter.

N. Court Time Civil Cases: Compensation in Civil Cases is dependent on the private arrangements made between the officer and requesting attorney. If, however, the requesting attorney refuses to pay the officer for his appearance, the Township will pay the officer at the rate of \$40.00 per hour. The Township will then bill the requesting attorney and utilize the Township's authority to collect same (or as required by law).

(ARTICLE XXIII: RESERVED)

(ARTICLE XXIV: RESERVED)

ARTICLE XXV: SHIFT DIFFERENTIALS

Article XXV shall be replaced with the following:

A. The following shift differentials shall apply for any member covered under this agreement for assignment to one of the following assignments on a regular basis.

B. The following shift differential shall apply for any officer covered under this agreement assigned to the Patrol Division and the Patrol Special Operations Unit:

Sergeants; as of January 1, 2010- \$425 per quarter
Lieutenants; as of January 1, 2010- \$460 per quarter

C. The following shift differential shall apply to any member covered under this agreement assigned to the Criminal Intelligence Unit, Special Investigator's Unit, Juvenile Investigations Unit, Intelligence Services Unit, and Community Relations Unit:

Sergeants; as of January 1, 2010- \$265 per quarter
Lieutenants; as of January 1, 2010- \$287 per quarter

D. Members assigned to Technical Services, Professional Standards and Traffic Safety Unit do not receive shift differential payment.

E. If any member listed in this agreement is assigned working hours substantially different than the one they are assigned to at the time of this agreement for an extended period of time (greater than 2 pay periods) they will be compensated with the shift differential pay equivalent to the job function or assignment they are assigned as directed by the Chief of Police.

F. In the event that a new position is created, the Chief of Police in consultation with the Appropriate Authority shall determine a shift differential rate that is appropriate for the shift worked considering the rates for positions largely similar in working hours to the newly created position.

G. These rates shall increase at the same rate that salaries increase.

H. The above differentials will be disbursed (paid) on the second day following the end of each calendar quarter. Any officer who is not assigned to one of the above categories for a full quarter will be compensated on a pro rated basis.

ARTICLE XXVI: COLLEGE CREDITS

A. On December 1st of each year, the Township shall pay to every Superior Officer as additional compensation, the sum of Ten (\$10.00) Dollars per credit per year for college credits possessed by said police officer for undertaking, completing and satisfactorily passing college courses of study accepted toward an academic degree related to Law Enforcement, at any accredited college or university. In order to qualify for such compensation, said police officer must present and file an officially documented transcript of credits and secure the approval thereof by the Chief of Police at least thirty (30) days prior to December 1st.

B. Compensation shall be paid for credits in blocks of one (1) up to maximum of one hundred twenty (120) credits.

ARTICLE XXVII: PAYMENT AT HIGHER RANK

A police officer temporarily assigned and performing the work and duties of an officer of higher rank shall receive, upon the approval of the Chief of Police, the rate of salary or compensation of that higher rank. Such compensation shall be paid from the first day of performance of said work and duties of an officer of a higher rank.

ARTICLE XXVIII: WAGES

A. Wages shall be paid in accordance with the Salary Ordinance of the Township of Gloucester prepared in accordance with the attached Schedule A and B, Article XXIV, and all other provisions of this contract. Payments shall be made bi-weekly.

B. Duty Officer: Captains required to maintain the status of Duty Officer shall not be entitled to any additional compensation. Captains shall not be entitled to any additional compensation for being called into work while maintaining the status of duty officer.

In the event that the Duty Officer is called in, it is understood that he will receive no additional compensation.

C. Staff Meetings: Members of GTSO acknowledge that they may be required to attend monthly staff meetings of the Chief or his designee. Off-Duty Members shall be compensated a minimum 4 hours comp time at the rate of time and one-half (six hours straight time), thereafter on a per hour basis at the aforesaid rate.

ARTICLE XXIX: OUTSIDE EMPLOYMENT

Employees may engage in outside employment under the regulations and conditions contained in the Township Police Manual dated 1972.

ARTICLE XXX: RESERVED

ARTICLE XXXI: F.O.P. OR P.B.A. OFFICERS, DELEGATES, OR TRUSTEES

Any F.O.P. or P.B.A. officer, delegate, or trustee shall be given time off without loss of pay to attend any local or state meeting or executive session of either organization providing the manpower needs of the department are not

adversely effect, and the prior consent of the Chief of Police or his designee has been secured.

ARTICLE XXXII: EMERGENCY STANDBY

In the event that any officer covered under this Agreement is ordered to place himself on alert for duty in an emergency situation, he will be compensated at the rate of four (4) hours pay at the normal hourly rate of pay for each day on such emergency standby.

ARTICLE XXXIII: TRAINING

A. The Township agrees to provide transportation to and from training schools as incidental to the member's employment.

B. For training schools at any training area the Township agrees to provide to members covered under this Agreement, daily round trip transportation in the form of a police vehicle or payment for mileage at the IRS rate.

ARTICLE XXXIV: SCHEDULING - COMPENSATION

A. Compensation: Any officer covered by this Agreement shall be compensated on a 8 hour day basis for all payments of accrued benefit days including sick, vacation and holiday pay. This clause applies to any officer covered by this Agreement who shall terminate, resign, separate under just cause and who shall qualify for the benefits under this Agreement.

ARTICLE XXXV: DUES DEDUCTIONS AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the GTSO Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e as amended.

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

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the GTSO shall furnish the township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorization from its member showing the authorized

deduction for such employee or an official notification on the letterhead of the GTSO and signed by the President of the GTSO advising of such changed deduction.

D. The GTSO will provide the necessary "check-off authorization" form and the GTSO will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14.15.9e as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of GTSO and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of GTSO during the month following written notice from GTSO of the amount of the fair share assessment. A copy of the written notice of the fair share assessment must also be furnished to the new Jersey Public Employment Relations Commission.

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

I. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the GTSO 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 employer.

J. Prior to January 1st and July 31st of each year, the GTSO shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the units, the information necessary to compute the fair share fee for services enumerated above.

K. The GTSO shall establish and maintain a procedure whereby

any employee can challenge the assessment as computed by the GTSO This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The GTSO shall indemnify, defend, and save the Township harmless against any and all claims, demands, suites or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the GTSO to the Township, or in reliance upon the official notification on the letterhead of GTSO and signed by the President advising of such changed deduction.

M. The GTSO is required under this Agreement to represent all of the employees in the bargaining unit, and not only for members in the GTSO, and this Agreement has been executed by the Township after it had satisfied itself that the GTSO is a proper majority representative.

ARTICLE XXXVI: ENLISTMENT AGREEMENT

A. All newly hired employees will receive Police Academy training at Township expense, and shall reimburse the Township for the costs of training and for such additional expenses incurred by the Township in connection with said employment and Academy training, provided said employee terminates his employment with the Township within three (3) years from the date of completion of the Police Academy training and becomes employed elsewhere in police related work.

B. In lieu of itemizing expense, the Township and GTSO agree that the maximum reimbursement required of any employee terminating employment with the Township shall be six thousand (\$6,000.00) dollars. Reimbursement shall be calculated on a pro-rated, per diem basis. The maximum reimbursement amount shall be reduced by the per diem rate for every day the employee retains his employment with the Township, up to the three (3) year period which commences with the employee's completion of the Police Academy training.

C. There shall be no reimbursement required in the event the employee is terminated or separated from employment with the Township for any of the following reasons:

1. Involuntary separation for reasons beyond the employee's control, such reason not being due to misconduct or personal delinquency during the three (3) year period.

2. Election to resign rather than to submit to a separation proceeding, provided that the reason for the pending separation is not misconduct or personal delinquency.

3. Receipt of orders to report for military service, other than training duty, upon submission of proof to the Township.

4. Disability impairing full performance as a police officer. The employee must submit to the Township acceptable medical evidence verifying said disability. If the Township disputes the medical evidence, then the employee shall be sent to a physician mutually agreed upon by the GTSO and the Township. The cost of the physician shall be equally borne by the parties. The decision of this physician shall be final and binding.

5. Any other reason deemed acceptable to the Township in its discretion.

6. In the event the employee is separated for personal delinquency or misconduct, he shall be required to reimburse the Township for basic training and additional expense incurred by the Township as enumerated in Sections A and B above.

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ARTICLE XXXVII: MISCELLANEOUS TERMS AND CONDITIONS

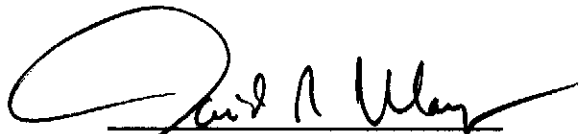
A. This Agreement shall be in full force and effect from January 1, 2011 through and including the 31st of December, 2013. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, said party must notify the other party in writing not less than one hundred twenty (120) days prior to such expiration.

B. This Agreement shall remain in full force and effect on a day to day basis during collective bargaining negotiations between the parties extending beyond the date of expiration set forth herein.

C. Collective negotiations on the terms of a new Agreement shall commence no later than September 1, 2013, and shall be completed before or no later than December 31, 2013.

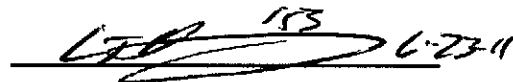
Township of Gloucester

GTSO


Mayor

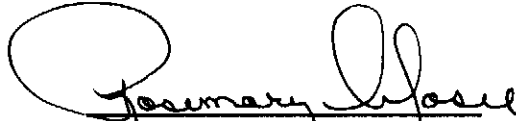
 2/21 4-23-11

 6/23/11
Business Administrator

 6-23-11

Fraternal Order of Police, NJFOPLC

Attest:


Township Clerk

APPENDIX "A"
SUPERIOR OFFICERS' CONTRACT
HEALTH BENEFIT PACKAGE

Effective 1/1/11, bargaining members shall contribute a maximum of 1.5% of their pensionable base salary toward the cost of health insurance. Should the 1.5% contribution be rescinded, the terms of Appendix A, first paragraph of the 1/1/07 to 12/31/10 contract, shall be reinstated.

The above health care contributions shall not apply to those employees who have 25 years of service and retire before January 1, 2009. The above health care contributions shall apply to all active employees and to employees who have 25 years of service who retire on or after January 1, 2009.

The Township shall implement an IRS Section 125 salary reduction premium-only plan for tax purposes.

Effective July 1, 2008, the following plan design modifications shall be made to the current health benefits program (Plan "A"):

- Deductibles for both in-network and out-of-network services and supplies increased to \$150/250. The prior practice of refunding deductibles is eliminated.
- 70% co-insurance for out-of-network services and supplies.
- Co-insurance for in-network services and supplies to remain at 100%/80%.
- Co-insurance and out-of-pocket maximum per calendar year to \$2,000 for in-network and \$4,000 for out-of-network.
- \$10 co-pay for doctors visits in-network.
- Limit of 48 visits per individual for chiropractic care in a calendar year with a \$10 co-pay per visit.
- No co-pay for hospital in-patient care.
- Emergency room co-pay for in-network hospitals at \$30,

waived if admitted. Emergency room co-pay of \$50 for out-of-network hospitals.

- **Non-emergency use of Emergency Room Services to have a \$50 co-pay and 80% coverage in-network. Non-emergency use of Emergency Room Services to have a \$50 co-pay and 70% coverage out-of-network.**
- **Infertility services to be limited to four complete cycles within a 15-year period.**
- **Prescription drug co-pays for retail purchases (maximum of 30-day supply) shall increase to \$10 for Generic; \$20 for Brand; \$35 for Formulary; and to \$50 for Lifestyle. Mail Order prescriptions (maximum of 90-day supply) shall be 2X the retail co-pay.**
- **Effective upon final ratification of the terms of the Recommended Settlement, HMO Blue and Aetna HMO will no longer be an option for current and future employees. Employees currently enrolled in HMO Blue and Aetna HMO are "grandfathered."**

As an alternative to Plan A, employees may select the Flexible Benefits Plan (Plan "B"), which list a menu of benefits that an employee may choose. Employees will thereby be able to design their own Health Benefit/Other Benefits Package based on a limit of \$4,500.00 per year of the individual price tag amounts on the menu. The items in Plan "A" will be included on the Plan "B" menu.

Plan "B" Menu will include non taxable items and taxable items. On taxable items the amount of benefit credit will be charged to the employee's gross earnings as other compensation and full taxes, State and Federal including FICA will be deducted.

If a Police Officer selects a schedule of items that exceeds the \$4,500.00 Benefit Credit provided in the Contract a payroll deduction may be made for the excess, however, this will be limited to 10% of the total Benefit Credit, which will be \$450.00 if the items selected exceed two menu items.

Once a menu is established for a calendar year, items cannot be added to, or deleted from, the list. The parties will review the menu for revisions on an annual basis.

In the opinion of the Township, the menu qualifies under Section 89 of the IRS Code effective 12/31/88; however, if any item is determined to be taxable by the IRS, the item will be reclassified from the non-taxable to taxable schedule.