

**AGREEMENT BETWEEN**  
**TOWNSHIP OF CHERRY HILL**  
**CAMDEN COUNTY, NEW JERSEY**

**and the**

**CHERRY HILL POLICE DEPARTMENT**  
**SUPERIOR OFFICERS ASSOCIATION**

**January 1, 2014 – December 31, 2017**

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WHEREAS, the **CHERRY HILL SUPERIOR OFFICERS' ASSOCIATION** [hereinafter called the "Association"] and the **TOWNSHIP OF CHERRY HILL** [hereinafter called the "Township"] desire to clarify their understandings reached for a successive collective bargaining contract for the term January 1, 2014 through December 31, 2017, and the parties put forth the following mutual agreements.

**PREAMBLE**

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **TOWNSHIP OF CHERRY HILL**, in the County of Camden, New Jersey, a municipal corporation of the State of New Jersey, and **CHERRY HILL SUPERIOR OFFICERS' ASSOCIATION** (hereinafter called the "Association").

**ARTICLE I**  
**RECOGNITION**

A. The Township, pursuant to Public Employment Relations Commission Docket No. RO-889, recognizes the Association as the representative for the purposes of collective negotiations for all sergeants, lieutenants and captains employed in the Police Department, but excluding special police, school crossing guards, police reserve, dispatchers, managerial executives, confidential employees, professional employees and craftsmen within the meaning of the Act, and all other employees of the Township of Cherry Hill.

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

**ARTICLE II**  
**NON-DISCRIMINATION**

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

**ARTICLE III**  
**ASSOCIATION RIGHTS & RESPONSIBILITIES**

A. Authorized representatives of the Association, whose names shall be filed in writing with the Business Administrator, or his/her designee, shall be permitted to visit any police facility for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Chief of Police, or his/her designee, on condition that such prior approval shall not be unreasonably withheld. At least one (1) authorized representative shall be granted such permission. The representative shall not unreasonably interfere with the normal conduct of the work within the police facility.

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

C. The President, or in his/her absence, the Vice President of the Association shall have the right while on duty to investigate and process grievances and to attend Association functions upon direct application to the Chief of Police or his/her designee.

D. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Association upon written request.

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

#### **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 by the Laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administration control of the Township government and its properties and facilities and the activities of its employees;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;

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

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

**ARTICLE V**  
**LEAVE OF ABSENCE WITHOUT PAY**

A. A leave of absence without pay shall, at the discretion of the Township, be granted for good cause to any employee who has been employed for a period of ninety (90) days after the probationary period.

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

C. Any Police Officer who does not take leave pursuant to Section B, shall be eligible for a leave of absence with pay upon the birth or adoption of a child for five working days immediately after the birth or adoption of the Police Officer's child.

D. Family/Medical leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (hereinafter FMLA) and the "New Jersey Leave Act" (hereinafter NJFLA) and the regulations promulgated pursuant to those statutes, as well as a Family Leave Policy adopted by the Township of Cherry Hill. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending

on the type of leave requested and the Township will grant leave in accordance with the provisions of each statute, and the judicial decisions interpreting the requirements of each statute. Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave, vacation and administrative leave concurrent with the approved leave. Employees will also be required to take FMLA leaves and NJFLA leaves concurrently when possible under the statutes. The Township retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

**ARTICLE VI**  
**MAINTENANCE OF OPERATIONS**

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

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

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by another employee or group of employees of the Township.



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

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

## ARTICLE VII 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.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental staff.

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

### B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and

shall be raised by the Association on behalf of an individual or group of individuals or the Township, and shall be deemed not to include discipline.

C. **STEPS OF THE GRIEVANCE PROCEDURE**

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

**Step One**

An aggrieved employee or the Association on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within fifteen (15) days of the occurrence of the grievance, or within fifteen (15) days of the date when the officer should have known of the occurrence, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within three (3) days of the informal discussion, the grievant may proceed to Step Two.

**Step Two**

(a) In the event a satisfactory settlement has not been reached at Step One, the employee or the Association shall, in writing and signed, file his/her grievance with the supervisory officer at the next level of command within the Department within three (3) days of decision at Step One, excluding weekends and holidays.

(b) The supervisory officer at the next level of command shall render a decision in writing within five (5) days from the receipt of the grievance.

### **Step Three**

(a) In the event a satisfactory settlement has not been reached at Step Two, the grievant may within three (3) days of the supervisor's decision, file his/her written grievance with the Chief of Police.

(b) The Chief of Police shall review the matter and make a determination within five (5) days from the receipt of the grievance.

### **Step Four**

(a) In the event a satisfactory settlement has not been reached at Step Three, the grievant may within three (3) days of the Chief's decision, file his/her written grievance with the Mayor.

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

### **Step Five**

(a) In the event the grievance has not been resolved at Step Four, the Association may, within five (5) working days of the Mayor's decision, request arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Mayor. In the event the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may have incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provision of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The decision of the

arbitrator shall be final and binding. In formulating his/her decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

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

(e) The arbitrator shall set forth his/her findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

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

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

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

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

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

(j) All references to days in Article VII shall mean Mondays through Fridays, 9:00 A.M. - 5:00 P.M., excluding weekends and holidays.

**ARTICLE VIII**  
**COMPENSATION**

A. Salaries will be, per rank, as follows:

1. **Salary Compensation Schedule** - For all bargaining unit members, salaries shall be retroactive to January 1, 2014, and paid in accordance with the Salary Schedule below. All bargaining unit members shall receive a salary increase of two (2%) percent each year, for years 2014, 2015, 2016 and 2017, except that Sergeants shall be paid at the rates set forth in the Salary Schedule below, which have been adjusted and are inclusive of the two (2%) percent annual increases set forth above.

Sergeants, Lieutenants and Captains are defined as employees who became members of this bargaining unit after July 1, 2011. All others were members of this bargaining unit before July 1, 2011 and classified as either Step A or B based upon their placement at that time.

2. **Salary Compensation Schedule** - Acting Sergeant shall be paid at the same rate as a fully ranked Sergeant

**SALARY SCHEDULE**

	<b>Effective 1/1/2014</b>	<b>Effective 1/1/2015</b>	<b>Effective 1/1/2016</b>	<b>Effective 1/1/2017</b>
Sergeant	\$112,154	\$116,397	\$119,475	\$122,615
Sergeant – Step A	\$120,630	\$123,043	\$125,504	\$128,015
Sergeant – Step B	\$123,422	\$125,890	\$128,408	\$130,976
Lieutenant	\$123,500	\$125,970	\$128,489	\$131,059
Lieutenant – Step A	\$129,814	\$132,411	\$135,059	\$137,760
Lieutenant – Step B	\$132,607	\$135,259	\$137,964	\$140,723
Captain	\$133,500	\$136,170	\$138,893	\$141,671
Captain– Step A	\$139,729	\$142,523	\$145,374	\$148,282
Captain – Step B	\$142,521	\$145,371	\$148,278	\$151,244

3. **Payment Schedule:** Payments will be made on an equal weekly or biweekly basis on Thursdays at the discretion of the Township. Where the Township has adopted an ordinance to require net pay to be directly deposited pursuant to N.J.S.A. 52:14-15a, the Township shall continue to provide each employee, electronically through ADP IPay, twenty-four (24) hours prior to the deposit, all information concerning net pay, and withholdings from the employee's pay check.

B. **Longevity:** Effective July 1, 2011, longevity was added into the base salary for all purposes in accordance with the Township's regular payroll practices for all members of the

bargaining unit promoted before July 1, 2011. Thereafter, longevity payments were eliminated and no other employee shall receive longevity.

C. **Work In A Higher Category – Filling Temporary Vacancy**

1. **Temporary Vacancy** - Any officer who anticipates an absence from his/her regularly scheduled work day will appoint, in writing, a Subordinate Officer from his/her respective unit to assume his/her position for that absence. In a case where the absent officer is unable to designate a replacement for his/her position, the Chief of Police, or his/her designee, shall have the sole authority to assign a replacement officer. The acting officer shall receive a temporary salary increase (Filling Temporary Vacancy) upon submission of a Timekeeping Form, POSS Entry, approved by his/her supervisor for the period of substitution at the absent officer's Salary or at the Salary of the next higher rank above the acting officer's rate, whichever is lower, in accordance with ARTICLE VIII, Section A(2) and A(3).

2. **Permanent Vacancy** - In a case where there is no longer an officer in the vacant position, Chief of Police, or his/her designee, shall have the sole authority to assign a replacement officer. This may or may not be designated an "acting position" at the sole discretion of the Chief of Police.

3. **Acting Position** - Any officer assigned by order of the Chief of Police as an "acting" sergeant, lieutenant or captain shall receive the permanent rank after serving no more than twelve (12) consecutive months in that position from the date of the initial assignment and designation. If the rank becomes permanent, seniority in the higher rank shall be retroactive to the date of the initial assignment.



4. **Discretion** - The Chief of Police shall have the sole authority to place officers in an "acting" position, except as otherwise provided in Paragraph 1 above. The Chief of Police shall have the right to remove any "acting" officer with or without cause at any time prior to the end of the officer's having served twelve (12) consecutive months in an acting capacity.

**ARTICLE IX**  
**SICK LEAVE**

A. Sick leave for all members of the bargaining unit shall be earned at a rate of 110.5 hours per calendar year.

B. Paid sick leave is an employee benefit provided to all regular, full-time Police Officers unable to work scheduled hours due to the Police Officer's personal illness, injury or disease; the officer's receipt of professional medical care, or to care for an immediate family member's illness, injury or disease. The term "immediate family member" is defined to include mother, father, mother-in-law, father-in-law, child, or a spouse, domestic partner and/or civil union of an employee, as defined under New Jersey law.

C. Any amount of Sick Leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

D. Payment for unused Sick Leave upon retirement shall be made in accordance with the following provisions:

1. **Employees hired prior to July 1, 1985.**

For employees hired prior to July 1, 1985, Sick Leave accumulated prior to July 1, 1983 shall be paid, upon retirement, at the wage rate as of the employee's 25<sup>th</sup> anniversary date. These

employees shall also be paid for all unused Sick Leave accumulated after July 1, 1983 at the rate at which those days were earned up to a maximum of two hundred (200) such days.

2. **Employees hired after June 30, 1985, but before January 1, 1987.**

For employees who were hired after June 30, 1985 but before January 1, 1987 shall receive payment for fifty (50%) percent of their accumulated Sick Leave days at the wage rate at which it was earned, up to a maximum of two hundred (200) days.

3. **Employees hired January 1, 1987 and after.**

Employees who were hired January 1, 1987 and after shall not be entitled to any payment upon retirement for accumulated unused Sick Leave.

E. Any officer who received compensation for accrued Sick Leave for the maximum amount of two hundred (200) days under this or any prior SOA Contract will not be paid under Paragraph D above for any sick time accumulated after receiving said maximum compensation for accrued Sick Leave.

F. In the event of a compensable illness or injury within the meaning of the New Jersey Worker's Compensation Statute, the member may utilize his/her sick leave to supplement any disability or Worker's Compensation payments which he/she may receive. The employee shall only be charged for the actual amount of sick time used as a supplement to maintain regular full salary.

G. Any bargaining unit member who, at the date of ratification of this Contract, has been previously paid or is subsequently paid by the Township in excess of that required to be paid by the Temporary Benefits provisions of the Workers Compensation Statutes and who, at retirement, would have had this excess payment deducted from his/her unused Sick Leave, must

deduct any excess payment before "buyback" sick time in accordance with Paragraph H below, is computed and deducted.

H. SOA Officers hired prior to January 1, 1987 may elect to "buy back" accumulated sick time at the rate of \$7,500.00 paid to the officer for every \$10,000.00 deducted in accumulated sick time in order for the officer to make additional deferred compensation payments and other investments. This election is available only in the three (3) years prior to retirement eligibility (i.e., his/her 25<sup>th</sup> anniversary date). For the purpose of this paragraph, Sick Leave will be bought back as follows:

(i) In all instances, first from the then current year's earned time;

(ii) For all employees hired prior to July 1, 1985, next from Sick Leave accumulated after July 1, 1983 first until exhausted and after exhausted from Sick Leave accumulated prior to July 1, 1983.

(iii) For employees hired after July 1, 1985, first from the then current year's earned time and next from remaining Sick Leave accumulated from date of hire.

I. If an employee is absent for reasons that entitle him/her to Sick Leave, the employee shall report such absence in the manner provided in the Police Department's General Orders.

J. The Township requires proof of illness under circumstances set forth in the Police Department's General Orders. The Township may adopt Sick Leave verification procedures through the Police Department's General Orders.

K. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined, at the expense of the

Township, by a physician designated by the Township in accordance with the Police Department's General Orders.

**ARTICLE X**  
**COLLEGE INCENTIVE PROGRAM**

A Each employee who enters the College Incentive Program pledges to achieve an Associate's or Bachelor's Degree in Police Science, Administration or related field of study as designated by the institution of learning as being within their law enforcement degree program.

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

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

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

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

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

**ARTICLE XI**  
**EXCHANGE OF HOURS OF DUTY**

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

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

**ARTICLE XII**  
**HOURS AND OVERTIME**

A. All Superior Officers required to work in excess of their regular shift, with the approval or at the request of their Supervisor, shall be paid at one and one-half (1 ½) times their regular rate of pay on the following basis:

0 - 15 minutes	No Pay
16 minutes and after	Time and one half retroactive to the first minute.

B. Court appearances, as required in the line of duty, shall be compensated at the employee's option by means of compensatory time, computed on a time and one half basis, or at an hourly rate equal to one and one half (1 ½) of said Officer's hourly rate, with a three (3) hour minimum. The employee is to exercise said option (in writing) at the time of the Court appearance.

C. Compensatory time off earned during a calendar year, if unutilized, will be compensated for by the Township at the straight time rate earned at the end of that calendar year.

If he/she requests and is granted the right to accumulate such time off for the succeeding year. Such approval may be granted at the discretion of the department head.

D. The regular duty schedule for non-patrol division will provide a basic work week of forty (40) hours. As is the present practice, where the schedule involves regular shifts other than eight (8) hours, the general schedule will provide offsets to insure the maintenance of the forty (40) hour base work week during the course of the year.

The regular duty schedule for employees working in the patrol division shall consist of a twelve (12) hour daily work schedule based on the Pitman Model (two (2) days on – two (2) days off – three (3) on – two (2) off – two days (2) on – three days (3) off). A basic work week of forty-two (42) hours composed of twelve (12) hour work shifts not to exceed one hundred sixty-eight (168) hours in any twenty-eight (28) day period. Overtime shall be paid for all hours worked in excess of the basic twelve (12) hour shift or where an Employee is caused to work on a regular scheduled day off (“RDO”) as defined by the annual posted work chart and Section A of this Article. Mandatory rest periods between shifts and hours worked for outside employers will be determined by departmental policy.

Each month, employees in the Patrol Division shall earn ten (10) hours of compensatory time (122 hours per year) to offset the change in annual hours worked from 2068 hours to 2190 hours under the twelve (12) hour shift schedule. This compensatory time shall be designated as “Kelly Time” and shall be used in the year that it is earned. Employees shall not receive monetary compensation for any unused Kelly Time. This section shall not alter the other terms and conditions set forth in this Article, including but not limited to Hold Time Beyond a Shift, Recall Time, Off-Duty Court Time, and Compensatory Time (earned independently of Kelly

Time). All other officers shall remain on their current work schedule.

E. **Call Back Time**. If an employee is called back in for extra duty (other than a Court appearance), he is to be guaranteed a minimum of four (4) hours of time at one and one half (1 ½) time rates. This provision shall not apply to a carry-over immediately subsequent to the employee's prior work shift. At the employee's option, to be exercised in writing at the time of recall, they may elect to be paid or receive compensatory time off.

F. **Staff meetings**. Employees shall be obligated to attend Departmental or Divisional Staff meetings not to exceed four (4) hours per month without monetary compensation. Compensatory time in lieu of monetary compensation shall be given to all employees attending on off-duty time.

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

H. If the twelve (12) hours shift schedule should be terminated and the Department reverts back to the prior schedule (2068 hours annually) all prior provisions shall resume without modification, as set forth in the parties' collective bargaining agreement which was effective January 1, 2010.

### **ARTICLE XIII** **SECONDARY EMPLOYMENT**

A. With respect to DWI grants, seatbelt grants, block grants and other fixed hourly rate grants, members shall be entitled to the hourly rate allowed for in the respective grant or grants without regard to their regular hourly rate or their regular overtime rate.

B. With respect to the rate of compensation for outside contractors, including the Cherry Hill Board of Education, or private companies, the member shall be entitled to the hourly

rate set forth in the Ordinance adopted by the Township of Cherry Hill for contracted off-duty employment without regard to their regular hourly rate or their overtime rate.

C. Hours worked under subsections (A) and (B) above shall not count as hours worked in excess of an employee's normal regularly scheduled work hours for the purpose of computing overtime with the Township.

#### ARTICLE XIV CLOTHING ALLOWANCE

A. Members assigned to a Superior Officer rank shall be issued insignia, special clothing or special items required of that rank, not required of the Officer's prior rank. This shall include one breast badge, one hat badge, chevrons, bars and other insignia of rank and the cost to affix them to the uniform, if necessary. The Township will exercise due diligence in securing such item and equipment for newly appointed officers. Upon promotion from Sergeant to Lieutenant, each Police Officer shall be issued one summer (short sleeve), one winter (long sleeve) shirt, one pair of black pants, a hat and tie, replacement of BDU supervisor shirts (long and short sleeve), and chevron bars and other insignia of rank and the cost to affix them to the uniform, if necessary. Upon promotion from Lieutenant to Captain, that officer shall receive replacement of BDU supervisor shirts (long and short sleeve), and Chevron bars and other insignia of rank and the cost to affix those to the uniform, if necessary.

B. **Body Armor.** On July 1<sup>st</sup> of each year, the Chief of Police, or his designee, shall submit to the Township a list of ASSOCIATION officers assigned to field duty who are to be supplied with body armor. No employee shall receive this body armor unless his/her armor is five (5) years old or older. The cost of the body armor shall be paid by the Township and shall be of the same type and quality as those supplied by rank and file. The Township also agrees to



maintain a list of warranties and guarantees for all body armor. Specifications for body armor and the assignment as field officers are the sole responsibility of the Chief of Police.

**ARTICLE XV**  
**HOLIDAYS AND PERSONAL DAYS**

A. In lieu of official paid holidays and/or personal days, each employee shall be granted a total of sixteen (16) days off in each calendar year earned at the rate of 1 1/3 days per month and pro-rated to the number of months worked for the final year of service. Holidays and Personal days shall continue to be based on one (1) work day regardless of the hours of the employees shift.

B. Holidays and/or personal days earned in one (1) year must be utilized by March 31 of the succeeding year, provided the employees are given the opportunity to utilize such holidays during this period.

**ARTICLE XVI**  
**VACATIONS**

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

From the second (2 <sup>nd</sup> ) through and including the fifth (5 <sup>th</sup> ) calendar year of employment	80 hours
From the sixth (6 <sup>th</sup> ) through and including the tenth (10 <sup>th</sup> ) calendar year of employment	120 hours
From the eleventh (11 <sup>th</sup> ) through and including the fifteenth (15 <sup>th</sup> ) calendar year	160 hours
From and after the sixteenth (16 <sup>th</sup> ) calendar year of employment	200 hours

B. Accumulation of annual vacation leave from year to year may be permitted at the discretion of the Chief of Police with approval of the Mayor. However, accumulated vacation

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

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

D. Vacation allotment will be pro-rated to the number of months worked for the final year of service.

**ARTICLE XVII**  
**SEPARATION, DEATH AND RETIREMENT**

A. Employees shall retain all pension rights as police officers under New Jersey laws and Township Municipal Ordinance.

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

C. Employees intending to retire on other than disability pension shall accordingly notify the Chief of Police, or his/her designee, sixty (60) days prior to the start of fiscal year in which said retirement is to become effective. Such notice provision shall not apply to any employee who retires because of conditions not known or reasonably foreseeable by the employee.

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

his/her death.

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

F. For benefits payable in the then current year in all cases of separation, death while not in the line of duty or retirement, all vacation, holidays, sick leave days and other compensatory time shall be pro-rated as of the (1st) first of the month if the resignation, death or retirement is effective prior to the fifteenth (15th) day of the month and as of the last day of the month if the resignation, death or retirement is effective on or after the fifteenth (15th) of the month. Benefits shall be pro-rated on the calendar year from January 1 through December 31.

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

H. Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs or other temporary leaves.

I. Any employee retiring within the calendar year of contract being negotiated shall receive a pro-rated share of that year's wage increase; pro-ration shall be based upon the calendar year from January 1 through December 31 as compared to the period of time that employee actually served active duty during that year.

J. Upon retirement from Cherry Hill Township after completion of twenty-five (25) years of service with Cherry Hill Township, medical, dental and prescription insurance coverage shall be provided for the retiree and his or her spouse up to Medicare eligibility, providing those eligible annually certify that they have no other medical, dental, and/or prescription coverage.

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

The maximum cost to the Township under this provision shall not exceed 50% of the actual cost of the insurance up to twelve thousand, five hundred (\$12,500) dollars annually. The retiree's contribution shall be inclusive of any premium sharing contributions required under P.L. 2011, Chapter 78. All retirees may choose between medical, dental, or prescription (any or all) which is currently available to active employees under Article XXII of this Agreement. This provision shall apply to employees who retire during the term of this contract.

K. Upon retirement the township shall make all payments for accumulated leave to the employee in the form of a lump sum payment. However, nothing in the contract shall prevent the employee from negotiating a multi-year pay out for accumulated leave on an individual basis.

L. Any retiree who stops receiving any of the Township's medical, dental or prescription benefits and at some point wants to begin receiving them again will be allowed to

rejoin the retiree medical benefits plan as stated above, provided that they certify annually that they have no other insurance coverage available to them.

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

#### **ARTICLE XVIII** **SERVICE RECORDS**

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

B. Employees inspecting service records will be required to sign a form indicating the date, time and records inspected.

#### **ARTICLE XIX** **BULLETIN BOARD**

A. The Township shall provide one (1) bulletin board for the posting of notices relating to matters and official business of all Police organizations.

B. The bulletin board may be utilized by the Association for the purpose of posting Association announcements and other relevant information. The Chief, or his/her designee, may have removed from the bulletin board any irrelevant material after notice to the Association President.

#### **ARTICLE XX** **BEREAVEMENT LEAVE**

A. Because of death in the immediate family, leave with pay shall be granted from the day of death until the day after interment, inclusive. The immediate family shall include parents, parents-in-law, spouse, children, brothers or sisters, grandparents and brothers or sisters-in-law and other residents residing in the employee's home.

- B. Proof of death may be required at the Township's discretion.
- C. Additional bereavement leave may be granted at the discretion of the Chief of Police.

**ARTICLE XXI**  
**TRAVEL EXPENSE**

Any officer that receives prior written approval from the Chief or designee to use his or her own vehicle for business purposes shall be reimbursed for all approved travel expenses pursuant to the current IRS standard mileage rates for business miles driven, and for all other travel expenses in connection with official duties.

**ARTICLE XXII**  
**MEDICAL BENEFITS**

The Township shall continue to make available to employees and their families medical, prescription, and dental insurance as provided in this Article. Effective January 1, 2014, all active unit employees who have not withdrawn from the Township's health insurance program, shall contribute towards the cost of health insurance in accordance with P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to I.R.S. Section 125 salary reduction premium-only plan, and in accordance with the Township's regular payroll practices. These contributions shall cease upon the officer's retirement. Pursuant to N.J.S.A. 40A:10-21.2 in any successor Agreement, the contribution to health care benefits shall be negotiated as if the fourth-year employee premium share contribution was included in this Agreement.

A. **Medical Benefits:** Effective January 1, 2015, and at all times thereafter, the Township shall make available three (3) medical benefit plans for employees to choose from: a Bronze, Silver, and Gold plan as set forth herein in Appendix B. Employees will have the

opportunity to select the plan that best meets their individual needs.

1. Effective January 1, 2015, the Silver Plan offered by the Township shall be the base plan for all covered employees. Employees selecting coverage under the Gold Plan shall continue to be responsible to pay the entire difference between the premium cost of the Silver and Gold Plan, with these payments made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. These contributions shall be in addition to the premium sharing contribution required by P.L. 2011, Chapter 78 in connection with the plan selected. The contributions shall cease upon an officer's retirement.

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

a. to change the medical and/or prescription plans to the State Health Benefit Plan New Jersey Aetna or Horizon 20/30, which are in effect as of January 1, 2015, or to a plan equivalent in benefits to the existing medical benefit plans with co-payments for all doctor's visits and other services, identical to the co-payments in those plans which were in effect as of January 1, 2015; and/or

b. to change prescription plans to the State Health Benefit Plan New Jersey Aetna or Horizon 20/30, which are in effect as of January 1, 2015, or a plan equivalent in benefits to the existing prescription benefit plan, with retail and mail order co-payments for generic, preferred brand, and non-preferred identical to the co-payments set forth in this contract.

c. The Township may not change the type of plan more than once during a twelve (12) month period. The Township agrees that the insurance cards and other related forms shall be received by the employees before the change is made.

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

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

3. As soon as practicable after signing of this Agreement, the Township will notify Employees of an open enrollment period for the purposes of the Employees seeking the appropriate plan for their specific needs for the term of January 1, 2015 through June 30, 2015.

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

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

c. Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any Township health or prescription Plan may elect to enroll their dependent child until age 31 for an additional premium which shall be billed directly to the employee by the insurance carrier. Dependents that are permanently disabled will remain



covered during the life of the employee.

d. "Civil union partners" and "domestic partners" of the same gender under New Jersey law shall be considered as dependents eligible for insurance benefits.

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

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

1. 100% coverage for preventative dental expenses and diagnostic service expenses as defined in the prevailing Delta Dental Service Benefits Plan, summary of which is attached hereto as Exhibit "A";

2. Coverage for prosthodontics and orthodontic services as defined in the aforesaid prevailing dental benefits plan on a 50/50 co-payment basis after each patient pays a fifty (\$50.00) dollar deductible per calendar year, up to one hundred fifty (\$150.00) dollars maximum.

D. **Prescription:** Effective January 1, 2015 and each year thereafter, the Township shall provide prescription coverage for Employees covered by this Agreement and each Employee's family on the following basis:

	<u>RETAIL (30 Day Supply)</u>	
Generic	Preferred Brand	Non-Preferred Brand
\$10.00	\$15.00	\$25.00

	<u>MAIL ORDER (90 Day Supply)</u>	
Generic	Preferred Brand	Non-Preferred Brand
\$20.00	\$30.00	\$50.00

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

E. **Waiver:** Employees wishing to opt out of health, prescription, and/or dental coverage may do so for an annual rebate in an amount not less than the amounts set forth in the Employee Handbook in effect on the date of the signing of this MOA. The rebate shall be available to all new benefit eligible employees on their effective date and to all current employees. Payment shall be made quarterly for the preceding quarter. Employees wishing to opt back in to coverage may do so during open enrollment, or at any time a qualifying event occurs, including but not limited to loss of alternative benefits.

F. **Officers Killed in Line-of-Duty:** Health, prescription and dental insurance benefits for dependents of those officers killed in the line-of-duty are as follows: Certain medical benefits shall be continued for dependents of Police Officers killed during the performance of their police duties:

The Township shall continue to pay premium costs for its Silver health, prescription, and dental insurance coverage for the spouse and/or dependent children to age twenty-six (26) of any Police Officer killed while in the performance of his/her police duties under the following conditions:

1. The spouse of each deceased police officer does not remarry;

2. The spouse of each deceased police officer does not obtain medical insurance/benefit coverage from an employer or any other source;

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

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

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

### **ARTICLE XXIII** **MILITARY SERVICE**

A. When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States Armed Forces or the National Guard of any state, including the Naval Militia and Air National Guard, is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration

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

B. Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave (full or differential). After this period has expired, employees may continue coverage for themselves or their dependents under the Cherry Hill Township group plan, but will still be required to pay the state mandated premium share to the Township on a monthly basis, and will be invoiced for the premium share that would normally be deducted from the employee's pay. Employees who do not continue to pay their premium share will be able to continue coverage for themselves or their dependents under the Cherry Hill Township group plan by taking advantage of the COBRA provision. Employees will continue accruing service and salary credit in the PFRS during the period of leave pay.

C. Pursuant to the Uniformed Services Employment and Re-employment Rights Act, any employee released from active duty under honorable circumstances shall return to work

without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or forty-eight (48) hours after the end of military duty, whichever is later, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

**ARTICLE XXIV**  
**SEPARABILITY AND SAVINGS**

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

**ARTICLE XXV**  
**SUPERSEDING CLAUSE**

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

**ARTICLE XXVI**  
**FULLY BARGAINED PROVISIONS**

This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither

party shall be required to negotiate with respect to any matter other than those specifically provided for in this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

**ARTICLE XXVII**  
**AGENCY SHOP**

A. It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P.L. 1941, c. 100, c. 34:23A 1, et seq.) shall take effect.

B. Those employees of Cherry Hill Township that are in the bargaining unit on the effective date of this Agreement who do not join the union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction.

C. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular union membership dues, fees and assessments as certified to the employer by the union. The union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments.

D. The union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor

agreement between the union and the employer.

E. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may rise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision. The union shall intervene in and defend any administration or court litigation concerning this provision. In any such litigation, the employer shall have no obligation to defend this provision, but shall cooperate with the union in defending this provision.

**ARTICLE XXVIII**  
**TERMS AND RENEWAL**

A. This Agreement shall be in full force and effect as of January 1, 2014, unless otherwise provided, and shall be in effect to and including December 31, 2017, unless otherwise provided. If the parties have not executed a successor agreement by December 31, 2017, then this agreement shall continue in full force and effect until a successor agreement is executed.

B. The parties agree that negotiations for a successor Agreement modifying, amending or altering the terms and provisions of this Agreement shall commence negotiations for the 2018 Contract no sooner than one hundred fifty (150) days prior to the expiration date of this Collective Bargaining Agreement.

C. Notice of intention to open negotiations for future contracts shall be accomplished by either party giving notice in writing to the other no sooner than one hundred fifty (150) and no later than ninety (90) days prior to January 1 of the calendar year for which negotiations are to be opened.

D. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration in accordance with the rules promulgated by the Public Employment

Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor Agreement is reached.

**ARTICLE XXIX**  
**MAINTENANCE OF BENEFITS**

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

**ARTICLE XXX**  
**CONTAGIOUS DISEASES**

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

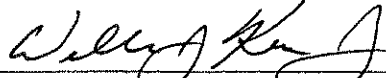
**ARTICLE XXXI**  
**INSURANCE**

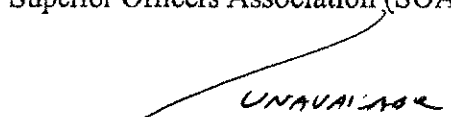
Employees covered by this Agreement shall be fully indemnified and defended by the Employer in all lawful circumstances in which the Employee renders first aid, whether on-duty or off-duty.




This Agreement is entered into this 3 day of Nov, 2014.


**For the ASSOCIATION:**


  
\_\_\_\_\_  
William Kushina, Jr., Pres. Cherry Hill  
Superior Officers Association (SOA)

  
\_\_\_\_\_  
UNAVAILABLE  
Andrea Kelly  
Vice President, Cherry Hill  
Superior Officers Association (SOA)


  
\_\_\_\_\_  
Sean Redmond  
Secretary, Cherry Hill  
Superior Officers Association (SOA)

**For the TOWNSHIP:**

  
\_\_\_\_\_  
Chuck Cahn, Mayor  
Cherry Hill Township

  
\_\_\_\_\_  
David Fleisher  
President, Cherry Hill Township Council

ATTEST:

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

**APPENDIX A**



**DELTA DENTAL OF NEW JERSEY, INC.**  
**CHERRY HILL TOWNSHIP**  
**Group No. 3202**

Plan Design	Delta Dental Premier®/Advantage Program			
	Delta Dental Premier® Program	Advantage Program	Delta Dental PPO <sup>SM</sup> Program	DeltaCare® Plan NJ6
Preventive & Diagnostic	100%	100%	100%	No Charge
Basic	50%	50%	80%	No Charge
Crowns	50%	50%	50%	See Below
Prosthodontics	50%	50%	50%	See Below
Orthodontics	50%	50%	50%	See Below
Annual Maximum	\$1,000.00	\$1,000.00	\$1,000.00	None
Lifetime Ortho Maximum	\$1,000.00	\$1,000.00	\$1,000.00	See Below
Deductible (waived on P&D <sup>***</sup> )	\$50/\$150	\$50/\$150	\$50/\$150	None
Procedure Codes	Approximate Employee Out-Of-Pocket Costs*			
0120- Periodic Oral Exam	\$0.00	\$0.00	\$0.00	\$0.00
0210- X-Rays, Complete Series	\$0.00	\$0.00	\$0.00	\$0.00
0272- 2 Bitewing X-Rays	\$0.00	\$0.00	\$0.00	\$0.00
1110- Adult Prophylaxis	\$0.00	\$0.00	\$0.00	\$0.00
2150- 2 Surface Filling	\$80.00	\$72.00	\$19.80	\$0.00
2330- 1 Surface Comp. Resin Filling	\$75.00	\$58.50	\$17.00	\$0.00
2750- Porcelain/Gold Crown	\$585.00	\$468.00	\$400.00	\$290.00
3310- Anterior Root Canal	\$392.50	\$307.50	\$91.00	\$0.00
4341- Scaling & Root Planing (Quad)	\$122.50	\$90.00	\$25.60	\$0.00
5110- Complete Upper Denture	\$730.00	\$575.00	\$478.00	\$300.00
6750- Abutment Crown	\$555.00	\$468.00	\$400.00	\$280.00
7140- Single Extraction	\$92.50	\$69.00	\$19.00	\$0.00
8000- Orthodontics**	\$3,800.00	\$3,800.00	\$3,800.00	\$2,200.00

\*Assumes utilization of a network dentist in each program.

\*\*Based upon a \$4,800.00 charge.

\*\*\*P & D=Preventive & Diagnostic

Visit your own dentist. If you do not have a dentist, there is a directory available with your plan administrator listing participating dentists. You may call 1-800-DELTA-OK and a list of participating dentists located in your area will be mailed directly to your home or you may access our Website at [www.deltadentalnj.com](http://www.deltadentalnj.com).

During your FIRST appointment, tell your dentist that you are covered under this program. Give him/her your Group's name, its Delta Dental Group Number and your Social Security number. Your dependents, if covered, should give YOUR SOCIAL SECURITY NUMBER.

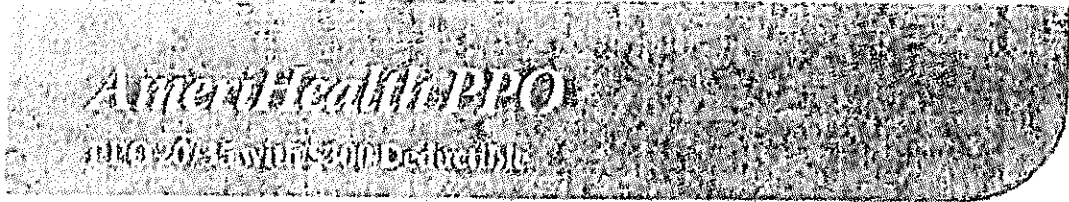
If you have any questions regarding your dental benefits, you may contact our Customer Service Department Monday through Thursday, 8:00 a.m. to 6:30 p.m. EST and Friday, 8:00 a.m. to 5:00 p.m. EST, at 1-800-452-9310.

between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this comparison.

*Costs are estimated on average dental charges for each procedure based on information from Delta Dental.*

## **APPENDIX B**

Gold



## Cherry Hill Township

AmeriHealth PPO, our popular Preferred Provider Organization (PPO), gives you freedom of choice by allowing you to choose your own doctors and hospitals. You maximize your coverage by having care provided by the area's hospitals and thousands of doctors and specialists who participate in the AmeriHealth PPO network. Of course, with AmeriHealth PPO, you have the freedom to select providers who do not participate in the AmeriHealth PPO network. However, if you receive services from out-of-network providers, you will have higher out-of-pocket costs and may have to submit your claim for reimbursement.

With AmeriHealth PPO...

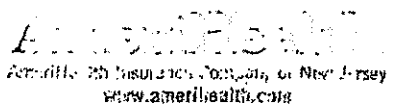
- You do not need to enroll with a primary care physician
- You never need a referral

Benefit	Individual	Family
<b>Benefit Period<sup>1</sup></b>	Calendar year	Calendar year
<b>Deductible</b>		
Individual	\$300	\$300
Family	\$600	\$600
<b>After Deductible, Plan Pays</b>	100%	70%
<b>Out-of-Pocket Limit<sup>2</sup></b>		
Individual	\$2,000	\$6,350
Family	\$4,000	\$12,700
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Doctor's Office Visits</b>		
Primary Care Services	\$20 Copayment, NO deductible	70%, after deductible
Specialist Services	\$35 Copayment, NO deductible	70%, after deductible
<b>Preventive Care for Adults and Children</b>	100%, NO Deductible	70%, NO Deductible
<b>Pediatric Immunizations</b>	100%, NO Deductible	70%, NO Deductible
<b>Routine Gynecological Exam/Pap</b> 1 per calendar year for women of any age <sup>4</sup>	100%, NO Deductible	70%, NO Deductible
<b>Mammogram</b>	100%, NO Deductible	70%, NO Deductible

1 Out-of-network providers may bill you for differences between the Plan allowance, which is the amount paid by AmeriHealth, and the provider's actual charge. This amount may be significant. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the provider's actual charge.  
 2 Includes deductible, coinsurance and copayments, when applicable.  
 3 Combined In/out-of-network.  
 4 A calendar year benefit period begins on January 1 and ends on December 31.

For more information about AmeriHealth PPO please call our Customer Service Representatives at 1-800-275-2533, or visit the AmeriHealth website at [www.amerih.com](http://www.amerih.com).

The Plan may be changed by AmeriHealth to comply with applicable federal/state laws and regulations.



Benefit	In-Network	Out-of-Network
<b>Maternity</b>		
First OB Visit	\$20 Copayment, NO deductible	70%, after deductible
Hospital	100%, after deductible	70%, after deductible
<b>Inpatient Hospital Services</b>		
Facility	100%, after deductible	70%, after deductible
Physician/Surgeon	100%, after deductible	70%, after deductible
<b>Inpatient Hospital Days</b>	365	365
<b>Outpatient Surgery</b>		
Facility	100%, after deductible	70%, after deductible
Physician/Surgeon	100%, after deductible	70%, after deductible
<b>Emergency Room</b>	\$100 Copayment (copayment waived if admitted), NO deductible	\$100 Copayment (copayment waived if admitted) NO deductible
<b>URGENT CARE CENTER</b>	\$35 Copayment, NO deductible	70%, after deductible
<b>Ambulance</b>		
Emergency	100%, NO deductible	100%, after deductible
Non-emergency	100%, NO deductible	100%, after deductible
<b>Outpatient Laboratory</b>	100%, NO deductible	70%, after deductible
<b>Outpatient X-Ray/Radiology</b> (Copayment not applicable when service performed in ER or office setting)		
Routine Radiology/Diagnostic	100%, after deductible	70%, after deductible
MRI/MRA/CT/PET Scans	100%, after deductible	70%, after deductible
<b>Therapy Services</b>		
Physical, Speech and Occupational	\$35 Copayment, NO deductible	70%, after deductible
Cardiac Rehabilitation	\$35 Copayment, NO deductible	70%, after deductible
Pulmonary Rehabilitation	\$35 Copayment, NO deductible	70%, after deductible
Respiratory Therapy	\$35 Copayment, NO deductible	70%, after deductible
Orthoptic/Pleoptic 8 sessions lifetime maximum	\$35 Copayment, NO deductible	70%, after deductible
<b>Restorative Services, Including Chiropractic Care</b> (30 visits per calendar year) <sup>1</sup>	\$35 Copayment, NO deductible	70%, after deductible
<b>Chemo/Radiation and Renal Dialysis Therapy</b>	100%, after deductible	70%, after deductible
<b>Outpatient Private Duty Nursing</b>	100%, after deductible	70%, after deductible
<b>Skilled Nursing Facility</b> 120 days per calendar year <sup>2</sup>	100%, after deductible	70%, after deductible
<b>Hospice and Home Health Care</b>	100%, after deductible	70%, after deductible
<b>Durable Medical Equipment and Prosthetics</b>	100%, after deductible	70%, after deductible

<sup>1</sup> Out-of-network providers may bill you for differences between the Plan allowance, which is the amount paid by AmeriHealth, and the provider's actual charge. This amount may be significant. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the provider's actual charges.

<sup>2</sup> Combined in/out of network.

For more information about AmeriHealth PPO please call our Customer Service Representative at 1-800-275-2523, or visit the AmeriHealth website at [www.amerihhealth.com](http://www.amerihhealth.com).

The benefits may be changed by AmeriHealth to comply with applicable federal/state laws and regulations.



Silver Plan

### Cherry Hill Township

AmeriHealth Point-of-Service lets you maintain Freedom of Choice by allowing you to select your own doctors and hospitals. You maximize your coverage by having care provided or referred by your Primary Care Physician. Of course, with AmeriHealth Point-of-Service, you have the freedom to self-refer your care to an AmeriHealth participating specialist or to specialists who do not participate in our network; however higher out-of-pocket costs apply.

This program may not cover all your health care services. Services may not be covered because they are:

- Not covered under your benefit contract
- Not medically necessary
- Limited by a benefit maximum (i.e. visit limit)

Your benefit description material identifies details about your benefit program. It also includes information about exclusions and benefit limitations. After reviewing this information, please contact our Member Service department if you have additional questions.

BENEFIT PERIOD*	Calendar Year	Calendar Year
<b>DEDUCTIBLE</b>		
Individual	\$300	\$300
Family	\$600	\$600
<b>COINSURANCE</b>	100%	70%
<b>OUT-OF-POCKET LIMIT</b> (Includes copayment, coinsurance and deductibles where applicable)		
Individual	\$2,000	\$5,350
Family	\$4,000	\$12,700
<b>LIFETIME MAXIMUM</b>	Unlimited	Unlimited
<b>DOCTOR'S OFFICE VISITS</b>		
Primary Care Services	\$20 Copayment/visit, No deductible	70%, after deductible
Specialist Services	\$35 Copayment/visit, No deductible	70%, after deductible
<b>PREVENTIVE CARE FOR ADULTS AND CHILDREN</b>	100%, NO deductible	100%, NO deductible
<b>PEDIATRIC IMMUNIZATIONS</b>	100%, NO deductible	70%, NO deductible
<b>ROUTINE EYE EXAM</b>	\$35 Copayment/visit; one exam every two years	Not Covered

\* Non-network providers may bill you the difference between the plan allowance, which is the amount paid by the plan, and the providers actual charge.

+ A calendar year benefit period begins on January 1 and ends on December 31.

The benefits may be changed by AmeriHealth to comply with applicable federal/state laws and regulations

AmeriHealth  
NEW JERSEY

AmeriHealth Insurance Company of New Jersey  
www.amerhealth.com

	<b>100% Network</b>	<b>70% Non-network</b>
<b>ROUTINE GYNECOLOGICAL EXAM/PAP</b>	100%, NO deductible	70%, NO deductible
<b>MAMMOGRAM</b>	100%, NO deductible	70%, NO deductible
<b>OUTPATIENT LABORATORY/PATHOLOGY</b>	100%, No deductible	70%, after deductible
<b>MATERNITY</b>		
First OB visit	\$20 Copayment/visit, No deductible	70%, after deductible
Hospital	100%, after deductible	70%, after deductible
<b>INPATIENT HOSPITAL SERVICES</b>		
Facility	100%, after deductible	70%, after deductible
Physician/Surgeon	100%, after deductible	70%, after deductible
<b>INPATIENT HOSPITAL DAYS</b>	Unlimited	Unlimited
<b>OUTPATIENT SURGERY</b>		
Facility	100%, after deductible	70%, after deductible
Physician/Surgeon	100%, after deductible	70%, after deductible
<b>EMERGENCY ROOM</b>	\$100 Copayment Copayment waived if admitted, NO deductible	\$100 Copayment Copayment waived if admitted, NO deductible
<b>URGENT CARE CENTER</b>	\$35 Copayment, NO deductible	70%, after deductible
<b>AMBULANCE</b>		
Emergency	100%, NO deductible	70%, after deductible
Non-emergency	100%, NO deductible	70%, after deductible
<b>OUTPATIENT X-RAY/RADIOLOGY</b>		
Routine Radiology/Diagnostic	100%, NO deductible	70%, after deductible
MRI/MRA, CT, PET Scans	100%, NO deductible	70%, after deductible
<b>THERAPY SERVICES</b>		
Physical and Occupational Therapy	\$35 Copayment/visit, NO deductible	70%, after deductible
Cardiac Rehabilitation 36 sessions per calendar year	\$35 Copayment/visit, NO deductible	70%, after deductible
Pulmonary Rehabilitation 36 sessions per calendar year	\$35 Copayment/visit, NO deductible	70%, after deductible
Speech Therapy	\$35 Copayment/visit, NO deductible	70%, after deductible
Orthoptic/Pleoptic Therapy 8 sessions lifetime maximum	\$35 Copayment/visit, NO deductible	70%, after deductible
<b>SPINAL MANIPULATIONS</b> 30 visits per calendar year	\$35 Copayment/visit, NO deductible	70%, after deductible
<b>INFUSION THERAPY/CHEMOTHERAPY/RADIATION THERAPY</b>	100%, after deductible	70%, after deductible
<b>DIALYSIS</b>	100%, after deductible	70%, after deductible
<b>SKILLED NURSING FACILITY</b> maximum of 120 days/calendar year	100%, after deductible	70%, after deductible
<b>ACUPUNCTURE</b>	100%, after deductible	100%, after deductible

\* Non-network providers may bill you the difference between the plan allowance, which is the amount paid by the plan, and the providers actual charge.

The benefits are changed by Amendment to comply with applicable federal/state laws and regulations.



Benefit	Network	Non-Network
HOSPICE AND HOME HEALTH CARE	100%, NO deductible	70%, after deductible
DURABLE MEDICAL EQUIPMENT	100%, after deductible	70%, after deductible
PROSTHETICS AND ORTHOTICS	100%, after deductible	70%, after deductible
<b>MENTAL ILLNESS CARE</b>		
Outpatient	\$35 Copayment/visit, NO deductible	70%, after deductible
Inpatient	100%, after deductible	70%, after deductible
<b>TREATMENT FOR SUBSTANCE ABUSE</b>		
Outpatient	\$35 Copayment/visit, NO deductible	70%, after deductible
Inpatient	100%, after deductible	70%, after deductible

\* Non-network providers may bill you the difference between the plan allowance, which is the amount paid by the plan, and the providers actual charge.

The benefits may be changed by AmeriHealth to comply with applicable federal/state laws and regulations

### What Is Not Covered?

- Services not medically necessary
- Services or supplies which are experimental or investigative, except routine costs associated with clinical trials
- Reversal of voluntary sterilization
- Hearing aids, except as stated for dependent children, hearing examinations/tests for the prescription/fitting of hearing aids, and cochlear electromagnetic hearing devices
- Expenses related to organ donation for non-member recipients
- Dental care, including dental implants or dentures
- Music therapy, equestrian therapy and hippotherapy
- Treatment of obesity, except for surgical treatment of morbid obesity and weight loss programs provided through AmeriHealth Healthy Lifestyles™ programs
- Treatment of sexual dysfunction not related to organic disease, except for sexual dysfunction resulting from an injury
- Routine foot care, unless medically necessary or associated with the treatment of diabetes
- Cranial prostheses, including wigs intended to replace hair
- Immunizations for travel or employment
- Services or supplies payable under Workers' Compensation, Motor Vehicle Insurance, or other legislation of similar purpose
- Cosmetic services/supplies

This summary represents only a partial listing of benefits and exclusions of the AmeriHealth program described in this summary. If your employer purchases another program, the benefits and exclusions may differ. Also, benefits and exclusions may be further defined by medical policy. This managed care plan may not cover all of your health care expenses. Read your contract/member handbook carefully to determine which health care services are covered. If you need more information, please call 1-800-877-9829.

## Services That Require Preapproval/Precertification

### INPATIENT SERVICES

All Inpatient Admissions  
 Acute Rehabilitation  
 Skilled Nursing Facility  
 Inpatient Hospice

### OUTPATIENT FACILITY/OFFICE SERVICES (Other than inpatient.)

Ambulance  
 Dental services as a result of accidental injury  
 PET Scans, MRI, MRA, CT, and Nuclear Cardiology  
 Echocardiography  
 Nuclear cardiac studies  
 Hysterectomy  
 Cataract surgery  
 Cochlear implant surgery (all settings)  
 Nasal surgery for submucous resection and septoplasty  
 Transplants (except cornea)  
 Pain management procedures (including epidural injections, transforaminal epidural injections, paravertebral facet joint injections)  
 Durable medical equipment (all rentals and items over \$500 billed amount, including repairs and replacements), except for oxygen, diabetic supplies, and unit dose medication for nebulizers  
 Home health care  
 Hyperbaric oxygen therapy  
 Obesity surgery  
 Day rehabilitation programs  
 Uvulopalatopharyngoplasty (including laser-assisted) (UPPP or UP3)

### Infusion therapy in a home setting

Infusion therapy drugs in an outpatient facility or in an office setting for the following: Abraxane®, Alpha 1 inhibitors (Aralast, NP, Glaxia, Prolastin®C, Zemafla®), Aldurazyme®, Alimta®, Ampigen®, Aredia®, Arzerra®, Avastin®, Benlysta®, Boniva®, C1 esterase inhibitors (Berinert®, Cinryze®), Ceredase®, Cerezyme®, Elaprase®, Eloxalin®, Enzyme replacement (Lumizyme®, Replagal®, Uplysc®, VPRIV®), Erbitux®, Fabrazyme®, Flolan®, Fototyn®, Halaven, Hemophilia factors, Herceptin®DM1, Istodax®, IVIG, Jevtana®, Myozyme®, Nulojix®, Orenicia®, Psoriasis/rheumatoid arthritis (Actemra®), Provange®, Remodulin®, Remicade®, Riluximab, Soliris®, Temodar®, Tysabri®, Yervoy.

Injectable medications: Avastin® (except for certain ophthalmological conditions), Botox®, Hyaluronate agents, Kalbitor®, Lucentis®, Macugen®, Makena, Mozobil®, Omapro, Prolia®, Stalera® Synagis®, Xgeva and Xolair®

Orthotic devices all rentals over \$500 billed amount, including repairs and replacements. Preapproval is not required for orthotic appliances)

### Private duty nursing

Prosthetic devices (items over \$500 billed amount, including repairs and replacements. Preapproval is not required for ostomy supplies or prosthetic appliances.)

Routine costs associated with qualifying clinical trials

### ALL HOME CARE SERVICES (including infusion therapy in the home)

**MATERNITY ADMISSION AND BIRTHING CENTER** (prenotification requested only)

**ELECTIVE (non-emergency) AMBULANCE TRANSPORT**

**OUTPATIENT PRIVATE DUTY NURSING**

**RECONSTRUCTIVE PROCEDURES AND POTENTIALLY COSMETIC PROCEDURES**

Blapharoplasty/ptosis repair  
 Breast: reconstruction, reduction, augmentation, mammoplasty, mastopexy, insertion and removal of breast implants  
 Canthopexy/canthoplasty  
 Cervicoplasty  
 Chemical peels  
 Dermabrasion  
 Excision of excessive skin and/or subcutaneous tissue  
 Genetically and bio-engineered skin substitutes for wound care  
 Hair transplant  
 Injectable dermal fillers  
 Keloid removal  
 Labiaplasty  
 Lipectomy/liposuction, or any other excess fat removal procedure  
 Orthognathic surgery procedures, including but not limited to, bone graft, genioplasty, osteoplasty, mentoplasty, osteotomies  
 Otoplasty  
 Rhinoplasty  
 Rhytidectomy  
 Scar revision  
 Skin closures, including skin grafts, skin flaps, tissue grafts  
 Sex reassignment surgery  
 Surgical treatment of gynecomastia  
 Surgery for varicose veins, including perforators and sclerotherapy  
 Subcutaneous mastectomy for gynecomastia  
**MENTAL ILLNESS CARE/TREATMENT FOR SUBSTANCE ABUSE**  
 Inpatient Mental Illness Care/Inpatient Substance Abuse Treatment  
 Partial Inpatient/Intensive Outpatient Mental Illness Care/Partial Inpatient/Intensive Outpatient Substance Abuse Treatment  
**SERVICES BY A NON-PARTICIPATING PHYSICIAN/PROVIDER FOR NON-EMERGENCY SERVICES**

Your provider should be able to assist you in determining whether a proposed treatment falls into one of these three categories. You are encouraged to have your provider place the call for you.

### PENALTIES:

**POS Network:** It is the network provider's responsibility to obtain preapproval for services listed. Members are held harmless from financial penalties if the network provider does not obtain preapproval.

**POS Non-Network:** It is the member's responsibility to initiate preapproval for the services listed. The member will be subject to a 20% reduction in benefits if preapproval is not obtained for the inpatient/outpatient treatment services listed above.

DRAFT



Bronze

AmeriHealth PPO, our popular Preferred Provider Organization, gives you freedom of choice by allowing you to choose your own doctors and hospitals. You can maximize your coverage by accessing care through AmeriHealth PPO's expansive network of hospitals, doctors and specialists. Of course, with AmeriHealth PPO, you have the freedom to select providers who do not participate in the AmeriHealth PPO network. However, if you receive services from out-of-network providers, you will have higher out-of-pocket costs and may have to submit your claim for reimbursement.

With AmeriHealth PPO...

- You do not need to enroll with a primary care physician
- You never need a referral

BENEFIT PERIOD*	In-Network Calendar Year	Out-of-Network Calendar Year
<b>DEDUCTIBLE</b>		
Single	\$2,500	\$5,000
Family	\$5,000	\$10,000
<b>AFTER DEDUCTIBLE, PLAN PAYS</b>		
	70%	50%
<b>OUT-OF-POCKET MAXIMUM</b> (Includes deductible, coinsurance and copayments when applicable).		
Single	\$5,000	\$10,000
Family	\$10,000	\$20,000
<b>LIFETIME MAXIMUM</b>		
	Unlimited	Unlimited
<b>DOCTOR'S OFFICE VISITS</b>		
Primary Care Services	70%, after deductible	50%, after deductible
Specialist Services	70%, after deductible	50%, after deductible
<b>PREVENTIVE CARE FOR ADULTS AND CHILDREN</b>		
	100%, NO deductible	50%, NO deductible
<b>PEDIATRIC IMMUNIZATIONS</b>		
	100%, NO deductible	50%, NO deductible
<b>ROUTINE GYNECOLOGICAL EXAM/PAP</b> 1 per calendar year for women of any age <sup>1</sup>		
	100%, NO deductible	50%, NO deductible

1 Out-of-network providers may bill you for differences between the Plan allowance, which is the amount paid by AmeriHealth, and the provider's actual charge. This amount may be significant. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the provider's actual charge.

4 Combined in/out-of-network

\* A calendar year period begins on January 1 and ends on December 31.

The benefit may be changed by AmeriHealth to comply with applicable federal/state laws and regulations.



	In-Network	Out-of-Network
<b>MAMMOGRAM</b>	100%, NO deductible	50%, NO deductible
<b>OUTPATIENT LABORATORY/PATHOLOGY</b>	100%, after deductible	50%, after deductible
<b>MATERNITY</b>		
First OB visit	70%, after deductible	50%, after deductible
Hospital	70%, after deductible	50%, after deductible
<b>INPATIENT HOSPITAL SERVICES</b>		
Facility	70%, after deductible	50%, after deductible
Physician/Surgeon	100%, after deductible	50%, after deductible
<b>INPATIENT HOSPITAL DAYS</b>	Unlimited	70
<b>OUTPATIENT SURGERY</b>		
Facility	70%, after deductible	50%, after deductible
Physician/Surgeon	70%, after deductible	50%, after deductible
<b>EMERGENCY ROOM SERVICES</b>	70%, after deductible	Covered at In-network level
<b>URGENT CARE</b>	70%, after deductible	50%, after deductible
<b>AMBULANCE</b>		
Emergency	70%, after deductible	50%, after deductible
Non-emergency	70%, after deductible	50% after deductible
<b>OUTPATIENT X-RAY/RADIOLOGY</b>		
Routine Radiology/Diagnostic	100%, after deductible	50%, after deductible
MRI/MRA/CT/PET Scans	70%, after deductible	50%, after deductible
<b>THERAPY SERVICES</b>		
Physical and Occupational 30 visits per calendar year <sup>1</sup>	70%, after deductible	50%, after deductible
Cardiac Rehabilitation 36 visits per calendar year <sup>1</sup>	70%, after deductible	50%, after deductible
Pulmonary Rehabilitation 33 visits per calendar year <sup>1</sup>	70%, after deductible	50%, after deductible
Speech 20 visits per calendar year	70%, after deductible	50%, after deductible
Orthoptic/Pleoptic 8 new lens lifetime maximum <sup>1</sup>	70%, after deductible	50%, after deductible

1 Out-of-network providers may bill you for difference between the Plan allowance, which is the amount paid by AmeriHealth, and the provider's actual charge. This amount may be significant. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the provider's actual charges.

4 Out-of-network

This benefit may be changed by AmeriHealth to comply with applicable federal/state laws and regulations.

	In-Network	Out-of-Network
<b>SPINAL MANIPULATIONS</b> 20 visits per calendar year <sup>1</sup>	70%, after deductible	50%, after deductible
<b>CHEMO/RADIATION/DIALYSIS THERAPY</b>	70%, after deductible	50%, after deductible
<b>OUTPATIENT PRIVATE DUTY NURSING</b> 360 hours per calendar year <sup>2</sup>	70%, after deductible	50%, after deductible
<b>SKILLED NURSING FACILITY</b> 120 days per calendar year <sup>2</sup>	70%, after deductible	50%, after deductible
<b>HOSPICE AND HOME HEALTH CARE</b>	70%, after deductible	50%, after deductible
<b>DURABLE MEDICAL EQUIPMENT</b>	70%, after deductible	50%, after deductible
<b>PROSTHETICS</b>	70%, after deductible	50%, after deductible
<b>OUTPATIENT DIABETIC EDUCATION</b>	70%, after deductible	Not Covered
<b>MENTAL ILLNESS CARE</b>		
Outpatient	70%, after deductible	50%, after deductible
Inpatient	70%, after deductible	50%, after deductible
<b>TREATMENT FOR SUBSTANCE ABUSE</b>		
Outpatient Visits	70%, after deductible	50%, after deductible
Inpatient Visits	70%, after deductible	50%, after deductible

1. Out-of-network providers may bill you for differences between the Plan allowance, which is the amount paid by AmeriHealth, and the provider's actual charge. This amount may be significant. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the provider's actual charge.

2. Combined in/out-of-network

The benefits may be changed by AmeriHealth to comply with applicable federal/state laws and regulations.

### What is Not Covered?

- Services not medically necessary
- Services or supplies which are experimental or investigative except routine costs associated with clinical trials
- Hearing aids, except as stated for dependent children hearing examinations/tests for the prescription/fitting of hearing aids, and cochlear electromagnetic hearing devices
- Reversal of voluntary sterilization
- Alternative Therapies/complementary medicine
- Dental care, including dental implants or dentures, and non-surgical treatment of temporomandibular joint syndrome (TMJ)
- Music therapy, equestrian therapy and hippotherapy
- Treatment of sexual dysfunction not related to organic disease except for sexual dysfunction resulting from injury
- Routine foot care, unless medically necessary or associated with the treatment of diabetes
- Cranial prostheses including wigs intended to replace hair
- Routine physical exams for non-preventive purposes such as insurance or employment applications, college, or premarital examinations
- Immunizations for travel or employment
- Service or supplies payable under Workers' Compensation, Motor Vehicle Insurance, or other legislation of similar purpose
- Cosmetic services/supplies
- Vision care

This summary describes only a portion of the benefits and exclusions of the AmeriHealth PPO Program described in the Summary of Benefits and Description of the Plan. The actual benefits and exclusions are set forth in the Summary of Benefits and Description of the Plan, which may be found on the back of your health insurance card. Your health benefit may not be covered by this summary. For a complete listing of the benefits, exclusions and restrictions of this program, please read more information. Please call 1-800-422-2057.

## Services That Require Precertification

<p><b>INPATIENT SERVICES</b></p> <ul style="list-style-type: none"> <li>All Inpatient Admissions</li> <li>Acute Rehabilitation</li> <li>Skilled Nursing Facility</li> <li>Inpatient Hospice</li> <li>Drug abuse and dependency treatment</li> </ul> <p><b>OUTPATIENT FACILITY/OFFICE SERVICES</b> (other than inpatient)</p> <ul style="list-style-type: none"> <li>Ambulance</li> <li>Dental services as a result of accidental injury</li> <li>PET Scans, MRI, MRA, CT and Nuclear Cardiology</li> <li>Echocardiography</li> <li>Nuclear cardiac studies</li> <li>Hysterectomy</li> <li>Cataract surgery</li> <li>Cochlear implant surgery (all settings)</li> <li>Nasal surgery for submucous resection and septoplasty</li> <li>Transplants (except cornea)</li> <li>Pain management procedures (including epidural injections, transforaminal epidural injections, paravertebral facet joint injections)</li> <li>Durable medical equipment (all rentals and items over \$500 billed amount, including repairs and replacements), except for oxygen, diabetic supplies, and unit dose medication for nebulizers</li> <li>Home health care</li> <li>Hyperbaric oxygen therapy</li> <li>Obesity surgery</li> <li>Day rehabilitation programs</li> <li>Uvulopalatopharyngoplasty (including laser-assisted) (UPPP or UP3)</li> <li>Infusion therapy in a home setting</li> <li>Infusion therapy drugs in an outpatient facility or in an office setting for the following: Abraxane®, Alpha 1 inhibitors (Aralast, NP, Glassia, Prolestin®, Zemaiz®, Aldurazyme®, Alimta®, Ampligen®, Aredia®, Arzerra®, Avastin®, Benlysta®, Boniva®, C1 esterase inhibitors (Berinert®, Cinryze®), Ceredase®, Cerzyme®, Elaprase®, Eloxatin®, Enzyme replacement (Lumizyme®, Replagal®, Upliso®, VPRIV®), Erbitux®, Fabrazyme®, Flozain®, Folateyn®, Halaven, Hemophilia factors, Herceptin®, IMi, Istodax®, IVIG, Jevtana®, Myozyme®, Nulojix®, Orencia®, Psoriasis/rheumatoid arthritis (Actemra®), Provenge®, Ramotulix®, Remicade®, Rituximab, Soliris®, Temodar®, Tysabri®, Velvov.</li> <li>Injectable medications: Avastin® (except for certain ophthalmological conditions), Botox®, Hyaluronate agents, Kalbitor®, Lucentis®, Macugen®, Makena, Mozobil®, Omaya®, Prolia®, Stelara®, Synagis®, Xgeva and Xolair®</li> <li>Orthotic devices all rentals on (items over \$500 billed amount, including repairs and replacements. Preapproval is not required for orthotic appliances)</li> </ul>	<p><b>PRIVATE DUTY NURSING</b></p> <p><b>PROSTHETIC DEVICES</b> (items over \$500 billed amount, including repairs and replacements. Preapproval is not required for ostomy supplies or prosthetic appliances.)</p> <p><b>ROUTINE COSTS ASSOCIATED WITH QUALIFYING CLINICAL TRIALS</b></p> <p><b>ALL HOME CARE SERVICES</b> (including infusion therapy in the home)</p> <p><b>MATERNITY ADMISSION AND BIRTHING CENTER</b> (prenotification requested only)</p> <p><b>ELECTIVE (non-emergency) AMBULANCE TRANSPORT</b></p> <p><b>RECONSTRUCTIVE PROCEDURES AND POTENTIALLY COSMETIC PROCEDURES</b></p> <ul style="list-style-type: none"> <li>Blepharoplasty/ptosis repair</li> <li>Breast: reconstruction, reduction, augmentation, mammoplasty, mastopexy, insertion and removal of breast implants</li> <li>Canthopexy/canthoplasty</li> <li>Cervicoplasty</li> <li>Chemical peels</li> <li>Dermabrasion</li> <li>Excision of excessive skin end/or subcutaneous tissue</li> <li>Genetically and bio-engineered skin substitutes for wound care</li> <li>Hair transplant</li> <li>Injectable dermal fillers</li> <li>Keloid removal</li> <li>Labioplasty</li> <li>Lipectomy, liposuction, or any other excess fat removal procedure</li> <li>Orthognathic surgery procedures, including but not limited to, bone graft, genioplasty, osteoplasty, mentoplasty, osteotomies</li> <li>Otoplasty</li> <li>Rhinoplasty</li> <li>Rhytidectomy</li> <li>Scar revision</li> <li>Skin closures, including skin grafts, skin flaps, tissue grafts</li> <li>Sex reassignment surgery</li> <li>Surgical treatment of gynecomastia</li> <li>Surgery for varicose veins, including perforators and sclerotherapy</li> <li>Subcutaneous mastectomy for gynecomastia</li> </ul> <p><b>MENTAL HEALTH/SERIOUS MENTAL ILLNESS/SUBSTANCE ABUSE</b></p> <ul style="list-style-type: none"> <li>Inpatient Mental Illness Care/Inpatient Substance Abuse Treatment</li> <li>Partial Inpatient/Intensive Outpatient Mental Illness Care/Partial Inpatient/Intensive Outpatient Substance Abuse Treatment</li> </ul> <p><b>SERVICES BY A NON-PARTICIPATING PHYSICIAN/PROVIDER FOR NON-EMERGENCY SERVICES</b></p>
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If the provider is an out-of-network provider, you must obtain precertification if required. You may be subject to a 20% reduction in benefits if precertification is not obtained.

In addition to the precertification requirements listed above, you should contact AmeriHealth and provide prenotification for certain categories of treatment so you will know prior to receiving treatment whether it is a covered service. This applies to network providers and members who elect to receive treatment provided by out-of-network providers. The categories of treatment (in any setting) include:

- Any surgical procedure that may be considered potentially cosmetic; and
- Any procedure, treatment, drug or device that represents new or emerging technology; and
- Services that might be considered experimental/investigative.

Precertification is not a determination of eligibility or a guarantee of payment. Coverage and payment are contingent upon, among other things, the patient being eligible, i.e., actively enrolled in the health benefits plan when the precertification is issued and when approved services occur. Coverage and payment are also subject to limitations, exclusions, and other specific terms of the health benefits plan that apply to the coverage request.