TOWNSHIP OF EVESHAM
RESOLUTION NO. 297-2023

RESOLUTION ADOPTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF EVESHAM AND EVESHAM TOWNSHIP FRATERNAL ORDER OF POLICE LODGE #143A COMMENCING ON JANUARY 1, 2023 AND ENDING DECEMBER 31, 2027

WHEREAS, the Township of Evesham (the "Township") is the employer of employees represented by Fraternal Order of Police Lodge #143A (the "Union"); and

WHEREAS, the Township and the Union have engaged in good faith negotiations for a successor collective bargaining agreement covering the sergeants and corporals employed by the Township Police Department; and

WHEREAS, the Township and the Union reached an agreement as to the terms of a successor collective bargaining agreement and memorialized that agreement in the "Agreement by and between the Township of Evesham and the Evesham Township FOP 143A for the period from January 1, 2023 through December 31, 2027" (attached hereto as Exhibit A); and

WHEREAS, the members of the Union have voted to ratify the collective bargaining agreement between the Township and the Union; and

WHEREAS, the Township Manager recommends that the Township Council ratify the "Agreement by and between the Township of Evesham and the Evesham Township FOP 143A for the period from January 1, 2023 through December 31, 2027";

NOW, THEREFORE BE IT RESOLVED, that the Township of Evesham Council hereby approves and ratifies the "Agreement by and between the Township of Evesham and the Evesham Township FOP 143A for the period from January 1, 2023 through December 31, 2027" and authorizes the Mayor of the Township of Evesham and/or her designee to execute same.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at their meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, NJ 08053 on September 13, 2023.

Mary Lou Bergh /MLB

Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAYE	ABSTAIN	ABSENT
COOPER			✓			
ESPINOZA			✓			
FREEMAN	✓		✓			
HANSEN		✓	✓			
MAYOR VEASY			✓			

AGREEMENT

TOWNSHIP OF EVESHAM

AND

EVESHAM TOWNSHIP FOP 143A

REPRESENTING
EVESHAM TOWNSHIP POLICE DEPARTMENT
SERGEANTS

January 1, 2023 through December 31, 2027

INDEX

ARTICLE	ITEM	PAGE
	PREAMBLE	3
I	RECOGNITION	3
II	MAINTENANCE OF OPERATIONS	3
III	MANAGEMENT RIGHTS	4
IV	HOURS, OVERTIME AND PER DIEM	4
V	COURT PAY	5
VI	REIMBURSEMENT FOR EXPENSES	5
VII	VACATIONS	6
VIII	HOLIDAYS	7
IX	LEAVE OF ABSENCE/INJURY/BEREAVEMENT/ MILITARY LEAVE	7
X	HEALTH AND WELFARE	10
XI	CLOTHING ALLOWANCE	13
XII	SALARIES AND WAGES	14
XIII	SICK LEAVE BENEFITS/MATERNITY LEAVE	15
XIV	EDUCATION	17
XV	PAYMENT AT HIGHER RANK	18
XVI	GRIEVANCE PROCEDURE	19
XVII	TERM AND RENEWAL	21
XVIII	RETROACTIVITY	21
XIX	FULLY BARGAINED PROVISIONS	21
Appendix A	ADJUSTMENT TIME	22
Appendix B	HEALTH BENEFITS PLAN SUMMARY ATTACHMENT	
Appendix C	EVESHAM TOWNSHIP LEAVE OF ABSENCE POLICY ATTACHMENT	

PREAMBLE

THIS AGREEMENT, entered into by and between the Township of Evesham, in the County of Burlington, State of New Jersey, a body corporate and politic of the State of New Jersey (hereinafter called the "Township"), and the Evesham Township Fraternal Order of Police 143A (hereinafter call the "FOP 143A") , represents the complete and final understanding on all issues between the Township and the Employee that are subject to such negotiations and agreements permitted by the laws of the State of New Jersey.

ARTICLE I
RECOGNITION

A. The Township hereby recognizes the FOP 143A as the exclusive collective bargaining agent for all sworn police personnel at the rank of Sergeant, who are full-time, paid employees within the Police Department.

B. Full-time, paid employees within the Police Department includes all sworn police personnel at the rank of Sergeant performing police work during a normal working week as that term is defined in Article IV of this contract.

C. This contract shall not cover persons who, by reason of their duties, are excluded by law from public employee collective bargaining.

ARTICLE II
MAINTENANCE OF OPERATIONS

It shall be the mutual objective of the FOP 143A and the Township to provide for the uninterrupted public safety protection of the general public.

The FOP 143A agrees that, during the term of this Agreement, neither the FOP 143A, nor anyone acting on its behalf will cause, authorize, support or take part in any strike, work stoppage, slowdown, walkout or other job action against the Township. The FOP 143A agrees that such action would constitute a material breach of this Agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The FOP 143A will actively discourage any strike, work stoppage, slowdown, walkout or other job action that may adversely impact up the mutual objective as expressed above.

This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees as defined under Article One – Recognition, as established by the policies of the Township in force shall continue to be applicable during the terms of this Agreement.

The Township shall not negotiate with any organization other than the FOP 143A unless obligated to do so by operation of law.

ARTICLE III
MANAGEMENT RIGHTS

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

1. To manage and control administratively the Township government and its properties and facilities and the activities of its employees; and
2. To hire all employees and, subject to the provision of the Law, to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees; and
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

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

ARTICLE IV
HOURS, OVERTIME AND PER DIEM

A. The normal working schedule shall consist of an average of forty (40) scheduled working hours per week or 2080 hours scheduled annually

a. Employees working a twelve (12) hour shift shall receive adjustment time in lieu of pay in accordance with Appendix A of this Agreement
b. Adjustment time will be scheduled off at the sole discretion of the Chief of Police in

a manner that is consistent with Appendix A of this Agreement.

B. An employee who is required to work beyond his regularly scheduled duty hours in any day or any week shall be paid overtime at the rate of time and one half (1 ½) hours. There shall be an established overtime list which shall be formulated by the Chief of Police or his designee and shall be posted in a conspicuous location.

C. If an employee works overtime that is not a continuation of their scheduled work day they will be compensated with a minimum of 4 hours overtime.

D. In the event either party requested modification, good faith negotiations must occur between FOP 143A and the Township prior to implementation.

ARTICLE V
COURT PAY

A. COURT PREPARATION FEE: If an employee is required as a result of his or her duties to appear in any Court other than during regularly scheduled duty hours, he shall be compensated at the rate of 1 ½ times the normal rate of base pay for the time actually spent in court or a minimum of four (4) hours of overtime (whichever is greater). This does not apply to members who are in court as a result of litigation they initiated against the Township.

B. Whenever an officer working an overnight shift is scheduled to appear in day court (which begins at 8:00a.m.), said officer will be paid at the rate of time and one half from the end of his shift until he is released from court. During this period of time (i.e., from the conclusion of their shift to the conclusion of their court appearance), the officer will be considered on duty and subject to assignment as needed.

ARTICLE VI
REIMBURSEMENT FOR EXPENSES

A. Based upon presentation to the Chief of Police, of appropriate vouchers and receipts, Township agrees to pay the following for authorized overnight schools, conferences or seminars for which facilities are not provided.

1. The Township will pay the actual cost expended for meals during these overnight schools, conferences or seminars to a maximum per diem rate as follows:

Breakfast	$5.00 per day
Lunch	$10.00 per day
Dinner	$15.00 per day

2. The Township will also provide any necessary lodging required if facilities are not otherwise provided without cost to the employee.

B. In the event any member of the FOP 143A is authorized to use his personal automobile for Township or Police business, whether or not the trip involves an overnight stay, he shall be reimbursed at the IRS mileage reimbursement rate, upon submitted vouchers and other appropriate records to the Chief of Police or such other officer or employee as may be designated by the Township Manager.

ARTICLE VII
VACATIONS

A. Employees covered by this collective bargaining agreement shall earn annual vacation leave with pay which shall be earned on a monthly basis at the following rate:

i. Step 1 – during the first sixty (60) months next following the date of hire, 180 hours per year.

ii. Step 2 – from the beginning of the sixth (6^{th}) year through the tenth (10^{th}) year of service, 204 hours per year.

iii. Step 3 – from the beginning of the eleventh (11^{th}) year through the nineteenth (19^{th}) year of service, 220 hours per year.

iv. Step 4 – from the beginning of the twentieth (20^{th}) year and every year thereafter, 260 hours per year.

B. A member can utilize vacation time as of the first of each year but shall reimburse or otherwise make whole the Township for vacation time taken but not yet accrued if the member retires, resigns or is separated from service.

C. Upon retirement or termination other than for disciplinary reasons, accrued and unused vacation leave can be returned for payment at the employee's current pay rate with a maximum of 340 hours. Vacation is accrued on a current basis and is therefore prorated when the member leaves the employment of the Township. Members terminating employment, as a result of disciplinary action shall not be entitled to compensation associated with accrued unused vacation leave.

D. Only one year's worth of annual unused vacation leave shall be carried into the succeeding year.

E. The Township may, with the member's consent, agree in writing to "buy-back" or purchase accrued vacation leave which shall relieve the officer of his right to exercise such leave in consideration of the payment.

F. Vacation leave shall be granted based upon a predetermined number of "scheduled working hours". For the purposes of this agreement, scheduled working hours shall be on scheduled work shifts for the member requesting such leave.

G. Effective with the signing of this Agreement, any FOP member who is promoted and therefore covered by the terms of this contract shall retain their existing leave time schedule, which was in effect at the time of their promotion.

H. Effective with the signing of this Agreement, any FOP member who is promoted and therefore covered by the terms of this contract shall retain their existing leave time schedule, which was in effect at the time of their promotion.

ARTICLE VIII
HOLIDAYS

A. Previously, (13) Holidays were previously rolled into the base salary. As of 1/1/2023 the Township recognizes (16) holidays. Township recognized holidays are: 1. New Year's Day 2. Martin Luther King Jr. Day 3. President's Day 4. Good Friday 5. Easter Monday 6. Memorial Day 7. Juneteenth 8. Independence Day 9. Labor Day 10. Columbus Day 11. General Election Day 12. Veteran's Day 13. Thanksgiving Day 14. Thanksgiving Friday 15. Christmas Day 16. Day after Christmas

B. In light of the three additional holidays created by the Township, all employees assigned to a twelve-hour shift shall be granted three (3) floating holidays in lieu of additional holiday pay.

C. All employees assigned to a twelve-hour shift will be granted a floating holiday for any additional holiday recognized by the Township.

ARTICLE IX
LEAVE OF ABSENCE

A. LEAVE OF ABSENCE WITHOUT PAY: The Township Manager may grant a request for leave of absence without pay for periods not to exceed one (1) year, when such leave

is for a reasonable purpose; however, no seniority or benefits of any nature whatsoever shall accrue, or be available, during said leave. The only exception to this rule shall be health benefits in the event the employee's need for leave is covered by either the State or Federal Family Leave Act, and then only in conformance with the State Health Benefits Program guidelines. Upon termination of leave of absence, the Township will reinstate the employee in the capacity in which he left at a rate of pay at which he left.

During a leave of absence under this provision, the employee shall not engage in gainful employment in any industry without the express written approval of the Evesham Township Manager. Failure to comply with this provision shall result in termination of employment and forfeiture of all benefits.

When an employee is exercising his right to Family and Medical leave, the Township shall comply with the laws of both the Federal and State of New Jersey, which may supersede the above.

During any approved leave of absence, the employee shall be required to continue making his or her health insurance premium contribution as set forth in Section X.A.4 of this agreement.

B. INJURY IN THE LINE OF DUTY – PURPOSE: The desire to provide some measure of security for police officers injured in the line of duty while foreclosing unlimited liability on the part of the municipality to pay salary benefits. In line with this objective, the parties have negotiated this clause, which fairly balances both concerns.

C. INJURY IN THE LINE OF DUTY – DEFINED: The Township shall provide Worker's Compensation Insurance coverage to all members. Further, the Township shall comply with N.J.S.A. 34:15-1 et. Seq., which provides a complete and detailed outline of both the employer and employee's responsibilities in the event of a work related injury.

The parties agree to be conclusively bound by the determination of the Township worker's compensation insurance carrier or the Worker's Compensation Court (in a contested matter) with respect to whether an injury occurred while "in the course of employment" pursuant to N.J.S. 34:15-1 et seq. or "in the line of duty"; and for the purposes of this section, those terms shall be identical.

1. Township's Duty to Supplement Pay – While any police officer is prevented from performing the duties of his work by reason of an injury in the line of duty and is receiving temporary worker's compensation benefits, such officer shall also receive supplemental payments by the Township of Evesham equal to the difference between such benefits and the officer's regular rate of pay. Once

begun, the Township's duty to sustain an officer at this regular pay shall continue until terminated as hereinafter set forth.

2. Termination of Township's Duty to Supplement Pay – The Township's duty to supplement an officer's worker's compensation benefits or sustain an officer at regular pay shall terminate as a result of any of the following events:

   a. Upon the officer's return to work.
   b. If an officer's temporary worker's compensation benefits are terminated and the officer refuses or maintains he is unable to return to work, the Township's duty to supplement pay may be terminated only after the Township physician or his designate (who shall also be a licensed physician) conducts a hearing to determine the officer's fitness to return to work at which time the hearer shall give great weight to medical evidence presented. If the hearer determines the officer is not fit to return to work, the Township's duty to supplement pay as aforesaid shall terminate. If the hearer determines that the officer is not fit to return to active police work, notice of such determination shall be formally served by mail upon the officer (and if represented, his attorney) whereupon the Township's duty to supplement pay shall terminate within five (5) days except as prohibited in the following paragraph.
   c. The determination of the hearer shall be conclusive and both parties agree that no right of appeal shall exist from such determination.
   d. If the officer or the municipality files an application for disability pension by reason of the officer's inability to return to active police duty, the municipality shall continue to supplement pay or sustain an officer at his regular pay until such application is determined or four (4) months following such application, whichever event first occurs, unless precluded by N.J.S.A. 52:17B-243.

3. Notwithstanding the above, the Township will not supplement workmen's compensation benefits for a period longer than one (1) year.

D. BEREAVEMENT LEAVE:

A regular full-time employee may be excused from work with pay because of a death in his/her immediate family as defined below:

1. Six consecutive work days, one of which shall be the day of the funeral or the day of death, for death of spouse, children, stepchildren, parents, stepparents, legally adopted children, brother, sister and stepsiblings. The term spouse as used in this Article shall include domestic partners and civil unions as defined by New Jersey law. If additional bereavement time is desired by the member

for any relative listed above, the township will allow the member to utilize any accrued time for this purpose so long as it is contiguous to the bereavement leave.

2. Three consecutive work days, one of which shall be the day of the funeral or day of death for grandparents, grandchildren (or step-grandchildren}, mother-in-law, father-in-law, brother-in-law and sister-in-law, aunt or uncle.

E. MILITARY LEAVE

1. An employee who is a member of the National Guard or Naval Militia or of the Military or Naval Forces of the United States and is required to engage in field training therein shall be granted a leave of absence with pay for the period of such field training. This leave shall be in addition to the annual vacation leave. The Township shall pay the difference between military pay and the employee's regular pay for the period of field training.

2. Employees subject to military duty shall be entitled to all rights and privileges in accordance with applicable state and federal statutes.

3. All members of the military will continue to receive all benefits under the employee contract while on military leave in accordance with state law, federal law, and township policy.

ARTICLE X
HEALTH AND WELFARE

F. MEDICAL AND DENTAL INSURANCE:

1. During the term of this contract, the Township shall continue to provide health insurance benefits, prescription plan, dental plan and disability income protection benefits to covered employees and their legal dependents. The Township reserves the right to change the insurance carriers provided that equal or better benefits are provided to the plans defined in sub-section (2.).
2. The medical insurance plan provided to the FOP 143A will be the Gold Plan (see attached plan design attached hereto as Attachment B) as presented by the Township and discussed in the negotiations resulting in this Agreement. Individuals shall be permitted to select enrollment in the Platinum, Gold Plus, Gold, Silver or Bronze Plan(s) (See Attachment B) provided the individual pays

the premium differential and contributes pursuant to the provisions of subsection 4 (below).

3 Employees who volunteer to participate in the Township's "Opt-Out" program will receive the maximum permitted under P.L. 2011, c. 78, whichever is the lesser of 25% of the amount saved or $5,000.

4. All active employees shall have deducted (pre-tax) via payroll deduction under the Federal Section 125 Plan any amount paid to the Township for their health insurance contribution pursuant to P.L. 2011, Ch.78.

5. The township shall maintain Dental insurance and it will be offered to the employee without contribution from the employee towards the premium.

6. As of 1/1/2024 the Township will fund the HSA account the maximum out of pocket expense per the plan documents for two years and then going forward, 50% of the deductible for any employee who takes the Bronze healthcare plan from the Township at any point throughout this contract term. This is an incentive for members to choose the Bronze plan.

- The contributions are based on the current policy provisions. As an example, based on the 2023 rates, this equates to $5,000 for 2 years and then $1,500 going forward for an employee on the family coverage bronze plan, or $2,500 for 2 years and then $750 going forward for an employee on the single coverage bronze plan. Should the maximum out of pocket or deductible amount change for the subsequent years, the amounts will be adjusted.
- No employee currently employed will have any change in choice of healthcare plans offered by the Township, other than an employee who chooses to take the bronze plan and accepts the increased contribution into their HSA account must remain on the bronze plan for at least 2 years.
- All employees hired after 1/1/2024 will have the bronze plan as their standard health insurance plan. New employees hired after 1/1/2024 who take the Township bronze healthcare plan will have their HSA account funded by the Township for the full deductible on the plan at the time of their hiring for the first two years on the plan and then 50% of the deductible going forward. New employees still have the option of selecting a greater plan subject to section 2 above.

G. PRESCRIPTION DRUG INSURANCE: Co pay shall be as required by the plans offered by the Township. Any changes shall conform to sub-section (A.1).

H. VISION REIMBURSEMENT PLAN: The Township shall provide a Vision Reimbursement Plan, which shall cover the employee and dependents (spouse and children under the age of nineteen (19) years old). For each member and qualified dependent up to one-hundred

($100.00) dollars every twenty-four (24) months refundable upon presentation of receipts for eye glasses.

I. In the event an active employee becomes deceased the employee's immediate family will be offered all health benefits at the cost of 100% of the premium for up to 18 months if not eligible for State Health Benefits.

J. INSURANCE:

1. The Township will continue to provide the present life insurance policy, which provides for group term life insurance for fifty thousand dollars ($50,000).
2. The Township will pay any reasonable funeral bill up to a maximum of ten thousand ($10,000) dollars upon presentation of receipts for actual expenditure for any member who shall die while on official duty. Said provision to be effective immediately.
3. This payment shall be in addition to the statutory funeral expenses provided by worker's compensation.
4. The Township shall pay attorney's fees to a licensed attorney selected by the spouse or administrator or executor of an officer's estate to a maximum amount of $250 for legal services and counseling regarding available insurance and benefits in any case in which a police officer dies in the line of duty.

K. The Township will indemnify and save harmless the members of the FOP 143A from civil liability for false arrest except from punitive damages and legal fees related thereto.

L. Any member who is charged with the commission of any crime arising from the lawful execution of his/her said duties shall be entitled to full legal representation as outlined below. The Township will pay a reasonable amount for the services of legal counsel upon the completion of such services provided that selected counsel submits an itemized statement to Council reflecting fees and costs prior to rendering such services and that the Township provides express authorization for the services.

The Township shall not reimburse legal fees for any member who is found guilty of an indictable offense.

M. The Township shall exhibit any and all such policies of insurance to the members of the FOP 143A, or their representatives, when and if requested.

ARTICLE XI
CLOTHING ALLOWANCE

A. CLOTHING ALLOWANCE – In the event that the Township, in its discretion, utilizes non-uniformed officers during the term of this Agreement, the Township shall pay to each non-uniformed member $1,650 for 2023, $1,750 for 2024, $1,850 for 2025, $1,950 for 2026, and $2,050 for 2027 at the first pay in April for the purpose of deferring the cost of work clothing. For the purpose of this section, "non-uniformed personnel" is defined as those police personnel assigned to the Investigative Bureau. Personnel assigned to the Investigative Bureau after January 1st of any year shall receive a clothing allowance pro-rated.

B. CLOTHING MAINTAINANCE - The Township will contract directly with a vendor for the purpose of uniform maintenance. Each member shall be entitled to dry cleaning services not to exceed two full uniforms per week. Non-uniformed assigned members shall be entitled to dry cleaning service not to exceed two full business suits per week or equivalent number of items.

C. CANINE STIPEND – Compensation for "At-Home Care" of police canines will be calculated based on 30 minutes per day or 3.5 hours per week. It will be handled by way of schedule adjustment pursuant to the attached Appendix A.

D. ON-CALL COMPENSATION – If the Township, in its discretion, assigns an officer to the position of Investigative Bureau Supervisor, and the Investigative Bureau Supervisor is mandated by the Chief of Police to be on on-call duty for the calendar year, the Investigative Bureau Supervisor shall receive annual compensation with respect to on-call duty in the amount of $2,000 for 2023, $2,100 for 2024, $2,200 for 2025, $2,300 for 2026, and $2,400 for 2027. In the event that a supervisor should be assigned out of the investigative bureau, the said standby compensation shall be prorated for the portion of the year that the member was assigned to the Investigative Bureau. The said payments shall be made on or about the first pay period in December of each year.

E. EYEWEAR REIMBURSEMENT - The Township agrees to provide for the repair or replacement of a member's prescription eyewear, which may become damaged during the performance of on-duty police responsibilities. The Township's liability will not exceed one hundred dollars ($100.00) In each case, the member must request prior authorization by submitting a signed written request and statement to the Chief of Police describing the damage and the detailed circumstances surrounding the incident, which led to the damage. The Township will not be responsible for normal wear and tear. After authorization for repair is secured, the member must submit receipts to the Township.

ARTICLE XII
SALARIES AND WAGES

A. Members shall receive annual base salary in accordance with the following salary scale:

	2023	2024	2025	2026	2027
Step 1	137,287.00	144,041.00	148,927.00	152,650.00	156,084.00
Step 2	138,287.00	146,941.00	150,927.00	154,650.00	158,084.00
Step 3	141.287.00	148,941.00	152,927.00	156,650.00	160,084.00
Step 4	143,287.00	150,941.00	154,927.00	158,650.00	162,084.00
Step 5	146,287.00	153,941.00	157,927.00	161,650.00	165,084.00
Bourdon	150,090.73	157,947.96	162,037.71	165,857.62	169,381.01

Sergeant Step Placement in 2023
Bourdon – Bourdon (old wage guide)
Henry – Step 4
Hatler – Step 4
Borbidge – Step 4
Brown – Step 3
Weiss – Step 3
Schwartz – Step 3
Hughes – Step 3
Hansbury – Step 3
Cook – Step 3
Tighe – Step 1

Any officer promoted while in the below wage guide, that officer will increase 3 steps on the wage guide at the time of promotion. Thereafter, the wage step increase will only occur January 1 of every calendar year in 3 step increments until it exceeds the top patrol step. If a 3 step increment exceeds the top patrol step the Sergeant will be placed at Sergeant Step 1 and progress through the Sergeants Steps sequentially. If at the time of promotion, the 3 step increase exceeds the top patrol step the Sergeant will be placed at Sergeant Step 1. Thereafter, the Sergeant will increase one step sequentially through the Sergeants Steps January 1 of every calendar year.

Step	2022	2023	2024	2025	2026	2027
Recruit	$ 35,000.00	$ 35,875.00	$ 35,875.00	$ 35,875.00	$ 35,875.00	$ 35,875.00
1	$ 51,945.00	$ 53,244.00	$ 53,244.00	$ 53,244.00	$ 53,244.00	$ 53,244.00
2	$ 57,536.00	$ 58,974.00	$ 58,974.00	$ 58,974.00	$ 58,974.00	$ 58,974.00
3	$ 63,127.00	$ 64,705.00	$ 64,705.00	$ 64,705.00	$ 64,705.00	$ 64,705.00
4	$ 68,719.00	$ 70,437.00	$ 70,437.00	$ 70,437.00	$ 70,437.00	$ 70,437.00
5	$ 74,310.00	$ 76,168.00	$ 76,168.00	$ 76,168.00	$ 76,168.00	$ 76,168.00
6	$ 79,901.00	$ 81,899.00	$ 81,899.00	$ 81,899.00	$ 81,899.00	$ 81,899.00
7	$ 85,492.00	$ 87,629.00	$ 87,629.00	$ 87,629.00	$ 87,629.00	$ 87,629.00
8	$ 91,084.00	$ 93,361.00	$ 93,361.00	$ 93,361.00	$ 93,361.00	$ 93,361.00
9	$ 96,675.00	$ 99,092.00	$ 99,092.00	$ 99,092.00	$ 99,092.00	$ 99,092.00
10	$102,266.00	$ 104,823.00	$ 104,823.00	$ 104,823.00	$ 104,823.00	$ 104,823.00
11	$107,858.00	$ 111,094.00	$ 111,094.00	$ 111,094.00	$ 111,094.00	$ 111,094.00
12	$117,364.00	$ 120,885.00	$ 124,209.00	$ 124,209.00	$ 124,209.00	$ 124,209.00
13	$126,869.00	$ 130,675.00	$ 134,269.00	$ 137,961.00	$ 137,961.00	$ 137,961.00
14		$ 134,595.00	$ 385,296.00	$ 142,099.00	$ 145,651.00	$ 145,651.00
15			$ 142,099.00	$ 146,007.00	$ 149,657.00	$ 153,024.00

A. SHIFT DIFFERENTIAL:

1. Fixed Shift – In the event the Township utilizes 8.5-hour shift intervals, a shift differential will be paid at the following rates: six percent (6%) for the evening shift. Eight percent (8%) for the overnight shift.
2. Rotating Monthly Shift – In the event the Township institutes a rotating shift schedule requiring members to work an alternating shift based on a 28-day schedule cycle, there shall be a flat shift differential payment to every officer assigned to the 28-day cycle as follows: $2,900 for 2023, $3,000 for 2024, $3,100 for 2025, $3,200 for 2026, and $3,300 for 2027.

3. Shift Differential shall be paid in the first paycheck of December of each year.

B. PAY PERIOD: Members shall be considered salaried employees. Annual salaries will be distributed over the course of the year on a bi-weekly basis. Payday shall remain Friday and shall occur every other Friday. This will typically result in 26 pay periods. In the event that a given year will have 27 Fridays, management and the union will meet to discuss a mutually agreed upon method for the distribution of the annual salary that is compatible with the Township's payroll system/program.

ARTICLE XIII
SICK LEAVE BENEFITS

A. Members of FOP 143A shall be entitled to sick leave totaling 120 hours per year which shall begin accruing on January first (1st) of each year at a rate of 10 hours per month.

B. Sick leave will be cumulative from year to year without limit.

C. Fraudulent use of sick leave or worker's compensation time off shall be cause of disciplinary action and/or dismissal.

D. Members hired after May 21, 2010 shall be compensated for unused sick leave pursuant P.L. 2010, c.3, Sec. 1, eff. May 21, 2010. Members hired before May 21, 2010 who retire shall receive the following retirement benefit:

- 1 hour through 1550 hours to be paid at 55%
- All unused sick leave in excess of 1550 hours to be paid at 70%

E. Sick leave payouts for employees who are serving at the rank of sergeant at the time of the signing of this agreement shall be capped at $50,000 or at the benefit level achieved on December 31, 2020, whichever is greater.

- In the event that a covered employee's sick leave retirement benefit level exceeds the $50,000 maximum on December 31, 2020, the Township shall certify with each such employee the exact amount of their maximum retirement benefit. This shall remain the employee's maximum cap regardless

of sick time use after the cap date, unless the value of accrued sick leave drops below the permissible capped amount.

- There is nothing to preclude the sick leave retirement benefit from being reduced in the future due to utilization of sick leave.
- In the event that an employee serving at the rank of sergeant at the time of the signing of this Agreement is subsequently promoted and will be covered by the Command Officer's Collective Negotiations Agreement, the employee will continue to maintain the sick leave payout benefit level defined in this section, as also set forth in the Memorandum of Agreement between the Township and Command Officers dated January 24, 2020.

F. Members hired prior to May 21, 2010 who are promoted to the rank of sergeant or after January 1, 2020, and who retire on a PFRS pension shall be paid for 50% of their total accrued sick leave not to exceed $35,000.

G. Members enrolled into PFRS pension after May 21, 2010 shall not exceed $15,000 at the time of retirement.

H. Only members terminating employment as a result of PFRS retirement shall be entitled to compensation for unused sick leave as set forth in this section.

I. For budget purposes, members planning to retire must notify the Township, in writing, of their intention to retire. Said notices must be received by the Township no later than December 31st in the year preceding the member's retirement date. Failure to comply with this notice requirement may result in as much as a one-year delay of payment for unused sick leave.

J. Members terminating employment as a result of disciplinary action shall not be entitled to compensation for unused sick leave accumulated from one year prior to the date of the event-giving rise to the disciplinary action through the actual date of termination. However, said member shall be entitled to compensation for unused sick leave accumulated prior to the above-described excluded period of accrual.

K. In the event that any member shall die while employed by the Township, the member's estate shall be entitled to compensation for his/her accumulated sick leave at the time of his/her death based upon the above compensation schedule.

L. Members who resign in good standing, and have 10 years or more but less than twenty to twenty-five years of service shall be entitled to 50 percent of the above chart. Members who terminate employment with less than 10 years of service are not entitled to compensation for accumulated sick leave.

M. A member's FMLA time will not start until his sick time has been exhausted.

N. Township and the employee can mutually agree upon a terminal leave agreement.

O. On January 1 of each year members will be allotted 120 hours of sick time added to their bank of already accrued sick time. A member can utilize these hours as of the first of the year but shall reimburse or otherwise make while the Township for sick time used but not yet earned if the member retires, resigns, or is separated from employment.

P. MATERNITY LEAVE - Upon notifying the Chief of Police of a pregnancy, the pregnant officer shall be given the option to transfer to a modified duty assignment within the department or, with the approval of the Township Manager, to another appropriate municipal function, for the remainder of the pregnancy or until maternity leave is required.

- The officer shall be required to supply a note from her physician stating that a member is no longer qualified for full duty as a police officer.
- During maternity leave, the member may use vacation, sick, personal or comp. time without penalty.
- Once a police officer's accrued time has been exhausted, the member will be placed on unpaid medical leave until a physician's note is produced clearing the member to return to full duty.
- During this unpaid maternity leave the township will agree to pay up to six (6) months of health insurance on behalf of the member in conformance with Article X – "Health and Welfare".
- The employee will remain responsible for the payment of any insurance contribution that is required under Section X.A.4 of this agreement (Chapter 78, P.L. 2011).

The purpose of this clause is to take the pregnant officer out of harm's way and to preserve the officer's rights and benefits.

Q. FAMILY LEAVE – Members who use FMLA, NJFLA, or State Disability Insurance shall be subject to township police 301, Updated July 2020. If there is any conflict in language from police 301 and this contract, the contractual provision shall apply.

ARTICLE XIV
EDUCATION PROGRAM

A. Upon prior approval of the Chief of Police, the Township will pay, on a reimbursement basis, the tuition and book expenses of any member furthering his education by taking

police courses or enrolling in a degree program in a police related field. Township reimbursement shall be limited to a four (4) year bachelor's level degree in a police related field. A "police related field" is defined as courses directly associated with a degree program in police science or criminal justice at an accredited college.

B. Educational reimbursement shall be based on the lesser of:

1. Actual tuition cost;
2. The established undergraduate tuition rate (per credit) for a New Jersey resident attending a college or university with the New Jersey State system.

C. The Township will only provide compensation, which, in conjunction with financial aid or compensation received from other sources, will defray tuition and book expenses. The Township will not, in conjunction with financial aid and compensation received from other sources provide compensation when such combined payments would exceed actual tuition and book expenses.

D. In order to receive education reimbursement as provided for in this section, it shall be necessary for a member to submit appropriate receipts, statements of expenses and if requested, evidence of attendance to the Township Manager. The Township will reimburse the member for expenses only after completion of course work and attainment of a grade "C" or better.

E. COMMAND/LEADERSHIP TRAINING – Upon approval by the Chief of Police, the Township will pay for the employee to advance his or her command and leadership abilities through attendance at specialized classes and training certifications courses. Examples of such classes include, but are not limited to, human resource development, public management, executive leadership, and advanced supervision.

ARTICLE XV
PAYMENT AT HIGHER RANK

A. Any member assigned to a higher rank or performing the duties of a higher rank for a period not exceeding sixty (60) consecutive days shall be entitled to no additional compensation.

B. Any member assigned to a higher rank or performing the duties of a higher rank for a period in excess of sixty (60) days shall be compensated at a rate equal to that rank, along with any and all attendant benefits, until such time that member is reassigned to his previous duties.

C. Any member receiving pay at a higher rank for services as described in paragraph B shall receive additional compensation only for the period in excess of sixty (60) consecutive days.

ARTICLE XVI
GRIEVANCE PROCEDURE

A. STATEMENT OF PURPOSE

1. Grievance Resolution: The purpose of the grievance mechanism is to resolve, at the lowest possible level, any problem arising from the terms and conditions of this contract.
2. Informal Resolution: Nothing herein shall limit or infringe the right of any employee freely and informally to discuss any grievance with a superior.

B. EXCLUSIVE REMEDY - The procedures hereinafter set forth are the sole and exclusive means of resolving grievances between the parties for dispute within the scope of such procedures.

C. DEFINITIONS

1. Grievance: Any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the term and conditions of employees covered under this agreement and may be raised by an individual, FOP 143A, at the request and on behalf of an individual or group of individuals, or the Township.
2. Grievance Committee: For the purposes of this agreement, "grievance committee" shall mean that group of members of the FOP 143A, duly appointed by the FOP 143A to resolve member's grievances.

D. INITIATION OF GRIEVANCES

1. Written Complaints: All grievances shall be in writing, signed by the aggrieved party, and shall clearly set forth the allegations upon which it is based.
2. Service: All grievances shall be personally delivered to the superior officer and a Grievance Committee member within thirty (30) days of the occurrence from which the grievance arose.
3. Representation: Any aggrieved party may either present his own case, designate the FOP 143A member to present his case or employ legal counsel for his representation. Should the member choose to employ legal counsel he shall do so at his own or the FOP 143A's expense.
4. Waiver: Failure to serve a written complaint citing a grievance within thirty (30) days of its occurrence shall constitute a waiver of any and all rights to pursue said grievance.

5. Extensions of Time: Any extension of time requirements contained in the grievance article may only be extended by the written consent of the Chief of Police or his designee and the aggrieved party.
6. Attendance: Any member whose attendance may be necessary to resolve a grievance shall attend any meeting or hearing during working hours without loss of pay or other benefits.
7. Disciplinary Action: No disciplinary action shall be commenced without just cause.

E. DETERMINATION BY CHIEF OF POLICE

1. Appeal to the Chief of Police: If the grievance is not settled by the superior officer to the member's satisfaction within seven (7) calendar days and such grievance concerns the interpretation, application, or alleged violation of this Agreement only, the aggrieved party may make written request within five (5) calendar days after the answer is received from the aggrieved party's superior officer to the Chief of Police for review.
2. Decision by Chief of Police: The Chief of Police shall render a written decision clearly setting forth his decision and the basis for said decision within five (5) days of receipt of the complaint to both the FOP 143A and the complainant.

F. DETERMINATION BY TOWNSHIP MANAGER

1. Appeal to Township Manager: In the event the aggrieved party is unsatisfied with the determination by the Chief of Police's determination, the complainant or the FOP 143A may serve a copy of the original complaint upon the Township Manager within five (5) days of the decision by the Chief of Police.
2. Decision by Township Manager: The Township Manager shall render a written copy of his decision to both the FOP 143A and the complainant within ten (10) working days of receipt of the complaint.

G. DETERMINATION BY ARBITRATION

1. Request for Arbitration: In the event the aggrieved party is unsatisfied with the determination of the Township Manager, then the aggrieved party or the FOP 143A may request an arbitrator through the office of the Public Employees' Relation Commission within fifteen (15) days of the decision by the Manager.
2. Choice of Arbitrator: Upon receipt of the list of arbitrators from the Public Employees' Relations Commission, the aggrieved party and the Township shall mutually agree on the selection of an arbitrator.
3. Cost of Arbitration: In the event the aggrieved party is a member of the FOP 143A, the costs of the arbitration shall be shared between the Township and the FOP 143A. In the event the aggrieved party is not the FOP 143A member,

the then the FOP 143A shall bear no responsibility for arbitration costs and the grievant shall pay half the costs. Any other expenses incurred by the parties beyond the cost of the arbitrator shall be the respective party's responsibility.

4. Effect of Arbitration: The decision of the arbitrator shall be binding upon both parties.

ARTICLE XVII
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2023 and shall remain in effect up to and including December 31, 2027, but nothing herein shall be deemed to terminate the provisions of this Agreement prior to the parties hereto executing a new Agreement at the expiration date thereof.

ARTICLE XVIII
RETROACTIVITY

Unless otherwise specified, the terms and conditions contained herein shall be given retroactive effect, as though the Agreement was commenced on **January 1, 2023**. The retroactive check will be paid to the member in a check separate from their regular pay check.

ARTICLE XIX
FULLY BARGAINED PROVISION

This Agreement, including the attached Appendix A, represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiation or signed this Agreement. Re-negotiations may commence only upon the written request of both parties hereto.

[SIGNATURE PAGE TO FOLLOW APPENDIX A]

APPENDIX A

WHEREAS, generally and subject to the modifications stated herein, the police force of the Township of Evesham currently works a schedule commonly known as the "Pitman". A Pitman schedule is a schedule to utilizes a 28-day work cycle where employees are scheduled to work two-on, two-off, three-on, two-off, two-on, three-off, two-on, two-off, three-on, two-off two-on, three-off and repeat that schedule throughout the year. Each officer working a Pitman works 13 twenty-eight day cycles annually. The working of a Pitman schedule results in approximately 2184 working hours per year whereas the working of a set 8-hour work day/40-hour work week would result in 2080 hours worked per year by any given officer. A 2080 hour work year corresponds with the FLSA standard work year; and

WHEREAS, the police officers of the Township of Evesham covered under this Agreement are assigned to patrol work in two separate groups or "sides", with one side being off while the other side is working, and vice versa; and

WHEREAS, in addition to the 2184 scheduled working hours created by working a Pitman Schedule, said officers of the Township of Evesham are required to spend 16 hours annually at the range and receiving additional mandatory training, resulting in a 2200 scheduled working hour year annually, an amount which exceeds the 2080 hour FLSA standard work year by 120 hours. Officers working the extra 16 hours of mandatory annual range training shall be compensated for the extra hours with 16 hours of unscheduled time off (Compensatory Time) thereby reducing the hours imbalance by 16 hours resulting in an adjusted total of 104 hours; and

WHEREAS, the 13 twenty-eight day cycles worked by patrol will consume 364 days of a standard (non-leap) calendar year, resulting in an "extra work day" of 12 hours which will be scheduled to be worked by one "side" annually, meaning that one "side" will be scheduled to work 2196 hours annually, exceeding the 2080 hour FLSA standard work year by 116 hours annually. These officers scheduled to work the "extra day" will be given 12 hours of additional unscheduled time off (Compensatory Time) as compensation for the extra hours, thereby reducing the hours imbalance by 12 hours and resulting in an adjusted total of 104 hours; and

WHEREAS, the remaining 104 "extra hours" scheduled to be worked by said officers assigned to patrol will result in scheduled time off (known as "adjustment time") in order to balance out the remaining discrepancy between a typical 2080 hour work year and the work year created by working a Pitman schedule; and

WHEREAS, Canine Officers of the Evesham Township Police Department covered under this Agreement work 286.5 hours beyond the 2080 FLSA standard when considering the 104 extra hours scheduled to be worked due to a Pitman schedule, together with the 182.5 hours annually for which

Canine Officers are compensated for their "at home" care of their canine partners. To accommodate for the discrepancy between the 2080 FLSA standard and the 2366.5 hours worked as described above, each Canine Officer works an 11 hour shift thereby reducing the hours imbalance by 182 hours and resulting in an adjusted total of 104.5 hours. Additionally, 8 hour (as opposed to the standard 11 hour) canine training days are factored in further reducing the annual imbalance of hours by 36 hours resulting in an adjusted total of 68.5 hours. Therefore, in order to meet the 2080 FLSA standard work year, 68.5 hours annually must be scheduled as "adjustment time" for each Canine Officer; and

WHEREAS, Canine Officers assigned to work the "extra calendar day" are given an additional 12 hours of Compensatory Time for that year; and

WHEREAS, the parties negotiated this issue and agreed to record the negotiated terms by and through this Appendix A in order to provide record notice of the agreement which the parties have achieved:

NOW, **THEREFORE**, the parties do hereby agree as follows:

1. "Adjustment Time" - in order to comply with the 2080 hour FLSA standard work year, and after factoring in the above described awarding of Compensatory Time and other schedule adjustments, officers covered under this Agreement assigned to patrol will require an additional 104 hours of Adjustment Time to correct the imbalance between scheduled hours of work under the Pitman schedule and the FLSA standard work year of 2080 hours. Similarly, Canine Officers assigned to the Pitman schedule will require an additional 68.5 hours of Adjustment Time to correct the imbalance in their schedule.

2. Effective for the term of this Agreement, Police Chief shall manage the aforementioned additional Adjustment Time as follows:

a. Patrol Adjustment Time shall be assigned to the schedule in 12 hour blocks of time.

b. The Chief of Police, in his sole discretion, shall schedule the 12 hour blocks of Adjustment Time on officers' scheduled days of work, Sunday through Thursday, throughout the calendar year. There will be no scheduled Adjustment Time on Fridays or Saturdays.

c. After scheduling full 12 hour blocks of Adjustment Time, any remaining hours balance of Adjustment Time owed to an officer will be awarded to the officer as unscheduled time off (Compensatory Time).

d. If for any reason the chief of police determines that it is necessary for the efficient delivery of law enforcement service to the Township to modify and or revise the terms of this Appendix A, the Chief of Police shall articulate the necessity to modify the terms

and agrees to meet and negotiate with the FOP in good faith to reach a mutual resolution.

APPENDIX B

SEE HEALTH BENEFITS PLAN SUMMARY ATTACHMENT

Powerful Solutions Real Savings From IAA, Your Employee Benefit Experts

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Platinum Plan	
	Participating	Non-Participating
***In-Network Services** *(Participating)* Allowables are based on the Negotiated Rate established in a contractual arrangement with a Provider and/or Facility.		
***Out-of-Network Services** *(Non-Participating)* **- Payments are subject to the "Maximum Allowable Charge"** "Maximum Allowable Charge" shall mean the benefit payable for a specific coverage item or benefit under the Plan. Maximum Allowable Charge(s) may be the lesser of: 1. The Usual and Customary amount; 2. The allowable charge specified under the terms of the Plan; 3. 125% of the Medicare Reimbursement Rate; or 4. The actual billed charges for the covered services. The Plan will reimburse the actual charge billed if it is less than the Usual and Customary amount. The Plan has the discretionary authority to decide if a charge is Usual and Customary and for a Medically Necessary and Reasonable service. The Maximum Allowable Charge will not include any identifiable billing mistakes including, but not limited to, up-coding, duplicate charges, and charges for services not performed.		
Please see pre-certed services at the end of the schedule of benefits.		
Lifetime Maximum	Unlimited	Unlimited
Plan Year Maximum	Unlimited	Unlimited
Deductible (Per Calendar Year)		
Individual	None	$100
Per Family Unit	None	$250
Charges tracking to the deductible in the last quarter of the year are applied to the following year deductible.		
Out of Pocket Maximum		
Individual	$400	$2,000
Family Unit	$1,000	$5,000
Out-of-network expenses are applied to the in-network out-of-pocket maximum.		
The plan will pay the designated percentage of covered charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered charges for the rest of the Calendar Year unless otherwise stated.		
Deductible, Coinsurance, and Copayments are included in the Out of Pocket Maximum.		
Cost containment penalties do not apply toward the out-of-pocket maximum and are never paid at 100%.		
Co-Payments		
Teladoc Consultation	**Covered 100%**	**N/A**
Teladoc Specialist Consultation	**Covered 100% after $10 copay**	**N/A**
Physician Visits	Covered 100% after $10 copay	Covered 80% after deductible
Specialist Visits	Covered 100% after $10 copay	Covered 80% after deductible
Urgent Care Visits	Covered 100% after $10 copay	Covered 80% after deductible
Emergency Services		
Ambulance Service *(For Emergency Transportation Only)*	Covered 90%	
Emergency Room Services *(copay waived if admitted)*	Covered 100% after $75 copay	
The utilization review administrator must be notified within 48 hours of the admission (please refer to your ID card) even if the patient is discharged within 48 hours of the admission.		

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Platinum Plan	
	Participating	Non-Participating
Covered Services		
Acupuncture for Pain Management Only	Covered 100%	Covered 80% after deductible
Allergy Injections/Testing	Covered 100% after $10 copay	Covered 80% after deductible
Biofeedback	Covered 100%	Covered 80% after deductible
Chiropractic Care *(Limit of 30 visits per Calendar Year, Combined in and out-of-network)*	Covered 100% after $10 copay	Covered 80% after deductible
Diabetic Self-Management Education *(4 visits per year)*	Covered 100%	Not Covered
Dialysis Treatment *(Outpatient)*	Covered 100%	Covered 80% after deductible
Outpatient-100% after the Maximum Allowable Charge after all applicable deductibles and coinsurance		
Durable Medical Equipment	Covered 90%	Covered 80% after deductible
Hearing Aids *(children under age 16 only, one per ear in 24 months)*	Covered 100%	Not Covered
Home Health Care *(Nursing Home Care or Custodial Care is Not Covered)*	Covered 100%	Covered 80% after deductible
Hospice Care Outpatient & Facility	Covered 100%	Covered 80% after deductible
Hospital Inpatient Care		
Hospital Inpatient Care	Covered 100%	Covered 80% after separate $200 deductible per hospital stay
Inpatient Physician Services	Covered 100%	Covered 80% after deductible
Infertility Services	Diagnosis covered after $10 copay: Treatment covered, with limitations, after $10 copay	Diagnosis covered at 80% after deductible: Treatment covered, with limitations, at 80% after deductible
Insulin Pump and Supplies	Covered 100%	Covered 80% after deductible
Maternity Benefits		
Inpatient Hospital Charges	Covered 100%	Covered 80% after separate $200 deductible per hospital stay
Obstetric Care/Physician Charges	Covered 100% after $10 copay for first visit	Covered 80% after deductible
Ultrasound	Covered 100%	Covered 80% after deductible
Mental Health/Alcohol and Drug Abuse/Applied Behavioral Analysis (ABA)		
Inpatient	Covered 100%	Covered 80% after separate $200 deductible per hospital stay
Outpatient	Covered 100% after $10 copay	Covered 80% after deductible
ABA Only Home	Covered 100%	Covered 80% after deductible
Orthotics *(Limited to one pair per Calendar Year. $600 maximum per Calendar Year)*	Covered 90%	Covered 80% after deductible
Prosthetic Devices	Covered 90%	Covered 80% after deductible
Scalp Hair Prostheses *(benefit max of $500 in a 24 month period)*	Covered 90%	Covered 80% after deductible
Only for the treatment of disease by radiation or chemicals, Alopecia Universalis (totalis), or Alopecia Areata		
Skilled Nursing Facility	Covered 100% *(For up to 120 Days per Calendar Year; combined in and out-of-network)*	Covered 80% after deductible *(For up to 60 Days per Calendar Year; combined in and out-of-network)*

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Platinum Plan	
	Participating	Non-Participating
Preventive Well Care as defined by PPACA		
Breastfeeding Support, Supplies & Counseling	Covered 100%	Covered 80% after deductible
Colonoscopy & Colorectal Screening	Covered 100%	Not Covered
Contraceptive Methods & Counseling	Covered 100%	Covered 80% after deductible
GYN/PAP	Covered 100%	Covered 80% after deductible
Immunizations *(Except for Travel and/or Job Related)*	Covered 100%	Covered for children under 12 months: Covered 80% after deductible
Mammograms *(Includes 3D mammograms)*	Covered 100%	Covered 80% after deductible
Prostate Cancer Screening	Covered 100%	Not Covered
Routine Adult Physicals	Covered 100%	Not Covered
Well Child Exams	Covered 100%	Not Covered
Surgical Benefits		
Ambulatory Surgical Center/Free Standing Facility	Covered 100%	Covered 80% after deductible
Anesthesia at Ambulatory Surgical Center/Free Standing Facility	Covered 100%	Covered 80% after deductible
Physician Services at Ambulatory Surgical Center/Free Standing Facility	Covered 100%	Covered 80% after deductible
Physician Office	Covered 100% under office visit benefit	Covered 80% after deductible
Hospital Inpatient Surgery	Covered 100%	Covered 80% after deductible
Anesthesia Hospital Inpatient	Covered 100%	Covered 80% after deductible
Physician Services Hospital Inpatient	Covered 100%	Covered 80% after deductible
Hospital Outpatient Surgery	Covered 100%	Covered 80% after deductible
Anesthesia Hospital Outpatient	Covered 100%	Covered 80% after deductible
Physician Services Hospital Outpatient	Covered 100%	Covered 80% after deductible
Bariatric Surgery	Covered 100%	Covered 80% after deductible
X-Rays, Ultrasound and Lab Tests - Charge By Place of Service		
Physicians Office Testing	Covered 100%	Covered 80% after deductible
Independent Facility Testing	Covered 100%	Covered 80% after deductible
Hospital - Outpatient Testing	Covered 100%	Covered 80% after deductible
Advanced Radiology Imaging (MRI, MRA, CAT Scan, PET Scan, etc.) - Charge By Place of Service		
Physicians Office Testing	Covered 100%	Covered 80% after deductible
Independent Facility Testing	Covered 100%	Covered 80% after deductible
Hospital - Outpatient Testing	Covered 100%	Covered 80% after deductible
Therapy Services		
Chemotherapy	Covered 100%	Covered 80% after deductible
Radiation	Covered 100%	Covered 80% after deductible
Infusion *(Limited to a $250 out-of-pocket maximum per incident)*	Covered 100% after $10 copay per visit	Covered 80% after deductible

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Platinum Plan	
	Participating	Non-Participating
Occupational *(Limited to a $250 out-of-pocket maximum per incident) (includes the diagnosis of autism)*	Covered 100% after $10 copay per visit	Covered 80% after deductible
Outpatient Cardiac Rehabilitation *(Limited to a $250 out-of-pocket maximum per incident)*	Covered 100% after $10 copay per visit	Covered 80% after deductible
Physical *(Limited to a $250 out-of-pocket maximum per incident) (includes the diagnosis of autism)*	Covered 100% after $10 copay per visit	Covered 80% after deductible
Speech *(Limited to a $250 out-of-pocket maximum per incident) (includes the diagnosis of autism)*	Covered 100% after $10 copay per visit	Covered 80% after deductible
Vision Care Benefits		
Routine Annual Eye Examinations	Covered 100%	Not Covered
Wellness & Nutritional Coach On-Site Benefits		
Wellness Coaching On-Site Visits	Covered 100%	Not Covered
***Nutritional Counseling On-Site Visits**	Covered 100%	Not Covered
*Nutritional Counseling	Covered 100%	Not Covered
**Nutritional Counseling is a combined benefit and benefit limit is 3 visits per year.*		
Prescription Drug Benefit		
Out of Pocket Maximum *(Rx Only)*		
Individual	$1,430	N/A
Family Unit	$2,860	N/A
Retail *30-Day Supply*		
Tier 1	$3	N/A
Tier 2	$10	N/A
Tier 3	$10	N/A
Preventative Medications as defined by PPACA	$0	N/A
Mail Order *90-Day Supply*		
Tier 1	$5	N/A
Tier 2	$15	N/A
Tier 3	$15	N/A
Preventative Medications as defined by PPACA	$0	N/A

Precertification List
The following services require Precertification
Inpatient hospitalization
Home Health Services
Inpatient Mental/Nervous facility based programs
Inpatient Substance Abuse facility based programs
Adenoidectomy
Breast Surgery (non-diagnostic, excluding needle biopsy/aspirations or lumpectomies)
Skilled Nursing Facility stays
Infusion services
Obesity Surgery
Foot Surgery
Gallbladder Surgery
Gastric Bypass Surgery (Covered under the Platinum Plan only)
Infertility Services
Heart Surgery (excluding cardiac cauterization or PTCA)
Hysterectomy
Joint Surgery (excluding arthroscopy for diagnostic use)
Joint Replacement Surgery
Laminectomy
Nasal Surgery (excluding sinus surgery, i.e. submucous resection, ethmoidectomy, polyp removal)
Prostatectomy (excluding TURP (transurethral prostatectomy)
Spinal Fusion
Tonsillectomy
Lithotripsy after three
Prosthetic Devices

Powerful Solutions Real Savings From IAA, Your Employee Benefit Experts

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Gold Plus Plan	
	Participating	Non-Participating
***In-Network Services** *(Participating)* Allowables are based on the Negotiated Rate established in a contractual arrangement with a Provider and/or Facility.		
***Out-of-Network Services** *(Non-Participating)* **- Payments are subject to the "Maximum Allowable Charge"** "Maximum Allowable Charge" shall mean the benefit payable for a specific coverage item or benefit under the Plan. Maximum Allowable Charge(s) may be the lesser of: 1. The Usual and Customary amount; 2. The allowable charge specified under the terms of the Plan; 3. 125% of the Medicare Reimbursement Rate; or 4. The actual billed charges for the covered services. The Plan will reimburse the actual charge billed if it is less than the Usual and Customary amount. The Plan has the discretionary authority to decide if a charge is Usual and Customary and for a Medically Necessary and Reasonable service. The Maximum Allowable Charge will not include any identifiable billing mistakes including, but not limited to, up-coding, duplicate charges, and charges for services not performed.		
Please see pre-certed services at the end of the schedule of benefits.		
Lifetime Maximum	Unlimited	Unlimited
Plan Year Maximum	Unlimited	Unlimited
Deductible (Per Calendar Year)		
Individual	$250	$500
Per Family Unit	$500	$1,000
Charges tracking to the deductible in the last quarter of the year are applied to the following year deductible.		
Out of Pocket Maximum		
Individual	$2,000	$4,000
Family Unit	$4,000	$8,000
Out -of -network expenses are applied to the in-network deductible and out-of-pocket maximum.		
The plan will pay the designated percentage of covered charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered charges for the rest of the Calendar Year unless otherwise stated.		
Deductible, Coinsurance, and Copayments are included in the Out of Pocket Maximum.		
Cost containment penalties do not apply toward the out-of-pocket maximum and are never paid at 100%.		
Co-Payments		
Teladoc Consultation	**Covered 100%**	**N/A**
Teladoc Specialist Consultation	**Covered 100% after $10 copay**	**N/A**
Physician Visits	Covered 100% after $10 copay	Covered 80% after deductible
Specialist Visits	Covered 100% after $10 copay	Covered 80% after deductible
Urgent Care Visits	Covered 100% after $10 copay	Covered 80% after deductible
Emergency Services		
Ambulance Service *(For Emergency Transportation Only)*	Covered 90% after deductible	
Emergency Room Services *(copay waived if admitted)*	Covered 100% after $75 copay	
The utilization review administrator must be notified within 48 hours of the admission (please refer to your ID card) even if the patient is discharged within 48 hours of the admission.		

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Gold Plus Plan	
	Participating	Non-Participating
Covered Services		
Acupuncture For Pain Management Only	Covered 100% after $10 copay per visit	Not Covered
Allergy Injections/Testing	Covered 100% after $10 copay	Covered 80% after deductible
Biofeedback	Covered 100% after $10 copay per visit	Covered 80% after deductible
Chiropractic Care *(Limit of 30 visits per Calendar Year, Combined in and out-of-network)*	Covered 100% after $10 copay	Covered 80% after deductible
Diabetic Self-Management Education *(4 visits per year)*	Covered 100%	Not Covered
Dialysis Treatment *(Outpatient)*	Covered 100% after deductible	Covered 80% after deductible
Outpatient-100% after the Maximum Allowable Charge after all applicable deductibles and coinsurance		
Durable Medical Equipment	Covered 90% after deductible	Covered 80% after deductible
Hearing Aids *(children under age 16 only, one per ear in 24 months)*	Covered 90% after deductible	Not Covered
Home Health Care *(Nursing Home Care or Custodial Care is Not Covered)*	Covered 100% after deductible	Covered 80% after deductible
Hospice Care Outpatient & Facility	Covered 100% after deductible	Covered 80% after deductible
Hospital Inpatient Care		
Hospital Inpatient Care	Covered 100% after deductible	Covered 80% after separate $200 deductible per hospital stay
Inpatient Physician Services	Covered 100% after deductible	Covered 80% after deductible
Infertility Services	Diagnosis covered 100% after deductible: Treatment covered, with limitations, 100% after deductible	Diagnosis covered at 80% after deductible: Treatment covered, with limitations, at 80% after deductible
Insulin Pump and Supplies	Covered 100%	Covered 80% after deductible
Maternity Benefits		
Inpatient Hospital Charges	Covered 100% after deductible	Covered 80% after separate $200 deductible per hospital stay
Obstetric Care/Physician Charges	Covered 100% after $10 copay for first visit	Covered 80% after deductible
Ultrasound	Covered 100%	Covered 80% after deductible
Mental Health/Alcohol and Drug Abuse/Applied Behavioral Analysis (ABA)		
Inpatient	Covered 100% after deductible	Covered 80% after separate $200 deductible per hospital stay
Outpatient	Covered 100% after $10 copay	Covered 80% after deductible
ABA Only Home	Covered 100% after deductible	Covered 80% after deductible
Orthotics *(Limited to one pair per Calendar Year. $600 maximum per Calendar Year)*	Covered 90% after deductible	Covered 80% after deductible
Prosthetic Devices	Covered 90% after deductible	Covered 80% after deductible
Scalp Hair Prostheses *(benefit max of $500 in a 24 month period)*	Covered 90% after deductible	Covered 80% after deductible
Only for the treatment of disease by radiation or chemicals, Alopecia Universalis (totalis), or Alopecia Areata		
Skilled Nursing Facility	Covered 100% *(For up to 120 Days per Calendar Year; combined in and out-of-network)*	Covered 80% after deductible *(For up to 60 Days per Calendar Year; combined in and out-of-network)*

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Gold Plus Plan	
	Participating	Non-Participating
Preventive Well Care as defined by PPACA		
Breastfeeding Support, Supplies & Counseling	Covered 100%	Covered 80% after deductible
Colonoscopy & Colorectal Screening	Covered 100%	Not Covered
Contraceptive Methods & Counseling	Covered 100%	Covered 80% after deductible
GYN/PAP	Covered 100%	Covered 80% after deductible
Immunizations *(Except for Travel and/or Job Related)*	Covered 100%	Covered for children under 12 months: Covered 80% after deductible
Mammograms *(Includes 3D mammograms)*	Covered 100%	Covered 80% after deductible
Prostate Cancer Screening	Covered 100%	Not Covered
Routine Adult Physicals	Covered 100%	Not Covered
Well Child Exams	Covered 100%	Not Covered
Surgical Benefits		
Ambulatory Surgical Center/Free Standing Facility	Covered 100% after deductible	Covered 80% after deductible
Anesthesia at Ambulatory Surgical Center/Free Standing Facility	Covered 100% after deductible	Covered 80% after deductible
Physician Services at Ambulatory Surgical Center/Free Standing Facility	Covered 100% after deductible	Covered 80% after deductible
Physician Office	Covered 100% under office visit benefit	Covered 80% after deductible
Hospital Inpatient Surgery	Covered 100% after deductible	Covered 80% after deductible
Anesthesia Hospital Inpatient	Covered 100% after deductible	Covered 80% after deductible
Physician Services Hospital Inpatient	Covered 100% after deductible	Covered 80% after deductible
Hospital Outpatient Surgery	Covered 100% after deductible	Covered 80% after deductible
Anesthesia Hospital Outpatient	Covered 100% after deductible	Covered 80% after deductible
Physician Services Hospital Outpatient	Covered 100% after deductible	Covered 80% after deductible
Bariatric Surgery	Not Covered	Not Covered
X-Rays, Ultrasound and Lab Tests - Charge By Place of Service		
Physicians Office Testing	Covered 100% after deductible	Covered 80% after deductible
Independent Facility Testing	Covered 100% after deductible	Covered 80% after deductible
Hospital - Outpatient Testing	Covered 100% after deductible	Covered 80% after deductible
Advanced Radiology Imaging (MRI, MRA, CAT Scan, PET Scan, etc.) - Charge By Place of Service		
Physicians Office Testing	Covered 100% after deductible	Covered 80% after deductible
Independent Facility Testing	Covered 100% after deductible	Covered 80% after deductible
Hospital - Outpatient Testing	Covered 100% after deductible	Covered 80% after deductible

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Gold Plus Plan	
	Participating	Non-Participating
Therapy Services		
Chemotherapy	Covered 100% after deductible	Covered 80% after deductible
Radiation Therapy	Covered 100% after deductible	Covered 80% after deductible
Infusion *(Limited to a $250 out-of-pocket maximum per incident)*	Covered 100% after $10 copay per visit	Covered 80% after deductible
Occupational *(Limited to a $250 out-of-pocket maximum per incident) (includes diagnosis of autism)*	Covered 100% after $10 copay per visit	Covered 80% after deductible
Outpatient Cardiac Rehabilitation *(Limited to a $250 out-of-pocket maximum per incident)*	Covered 100% after $10 copay per visit	Covered 80% after deductible
Physical *(Limited to a $250 out-of-pocket maximum per incident) (includes diagnosis of autism)*	Covered 100% after $10 copay per visit	Covered 80% after deductible
Speech *(Limited to a $250 out-of-pocket maximum per incident) (includes diagnosis of autism)*	Covered 100% after $10 copay per visit	Covered 80% after deductible
Vision Care Benefits		
Routine Annual Eye Examinations	Covered 100%	Not Covered
Wellness Program Work Site Benefits		
Wellness Coach On-Site Visits	Covered 100%	N/A
***Nutritional Counseling On-Site Visits**	Covered 100%	N/A
***Nutritional Counseling**	Covered 100% after $10 copay per visit	Covered 80% after deductible
**Nutritional Counseling is a combined benefit and benefit limit is 3 visits per year.*		
Prescription Drug Benefit		
Out of Pocket Maximum *(Rx Only)*		
Individual	$1,430	N/A
Family Unit	$2,860	N/A
Retail *30-Day Supply*		
Tier 1	$3	N/A
Tier 2	$10	N/A
Tier 3	$10	N/A
Preventative Medications as defined by PPACA	$0	N/A
Mail Order *90-Day Supply*		
Tier 1	$5	N/A
Tier 2	$15	N/A
Tier 3	$15	N/A
Preventative Medications as defined by PPACA	$0	N/A

Precertification List
The following services require Precertification
Inpatient hospitalization
Home Health Services
Inpatient Mental/Nervous facility based programs
Inpatient Substance Abuse facility based programs
Adenoidectomy
Breast Surgery (non-diagnostic, excluding needle biopsy/aspirations or lumpectomies)
Skilled Nursing Facility stays
Infusion services
Obesity Surgery
Foot Surgery
Gallbladder Surgery
Infertility Services
Heart Surgery (excluding cardiac catheterization or PTCA)
Hysterectomy
Joint Surgery (excluding arthroscopy for diagnostic use)
Joint Replacement Surgery
Laminectomy
Nasal Surgery (excluding sinus surgery, i.e. submucous resection, ethmoidectomy, polyp removal)
Prostatectomy (excluding TURP (transurethral prostatectomy))
Spinal Fusion
Tonsillectomy
Lithotripsy after three
Prosthetic Devices

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Gold Plan	
	Participating	Non-Participating
***In-Network Services** *(Participating)* Allowables are based on the Negotiated Rate established in a contractual arrangement with a Provider and/or Facility.		
***Out-of-Network Services** *(Non-Participating)* **- Payments are subject to the "Maximum Allowable Charge"** "Maximum Allowable Charge" shall mean the benefit payable for a specific coverage item or benefit under the Plan. Maximum Allowable Charge(s) may be the lesser of: 1. The Usual and Customary amount; 2. The allowable charge specified under the terms of the Plan; 3. 125% of the Medicare Reimbursement Rate; or 4. The actual billed charges for the covered services. The Plan will reimburse the actual charge billed if it is less than the Usual and Customary amount. The Plan has the discretionary authority to decide if a charge is Usual and Customary and for a Medically Necessary and Reasonable service. The Maximum Allowable Charge will not include any identifiable billing mistakes including, but not limited to, up-coding, duplicate charges, and charges for services not performed.		
Please see pre-certed services at the end of the schedule of benefits.		
Lifetime Maximum	Unlimited	Unlimited
Plan Year Maximum	Unlimited	Unlimited
Deductible (Per Calendar Year)		
Individual	$250	$1,000
Per Family Unit	$500	$2,000
Charges tracking to the deductible in the last quarter of the year are applied to the following year deductible.		
Out of Pocket Maximum		
Individual	$2,500	$10,000
Family Unit	$5,000	$20,000
Out-of- network expenses are applied to the in-network deductible and out-of-pocket maximum.		
The plan will pay the designated percentage of covered charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered charges for the rest of the Calendar Year unless otherwise stated.		
Deductible, Coinsurance, and Copayments are included in the Out of Pocket Maximum.		
Cost containment penalties do not apply toward the out-of-pocket maximum and are never paid at 100%.		
Co-Payments		
Teladoc Consultation	**Covered 100%**	**N/A**
Teladoc Specialist Consultation	**Covered 100% after $45 copay**	**N/A**
Physician Visits	Covered 100% after $25 copay	Covered 80% after deductible
Specialist Visits	Covered 100% after $45 copay	Covered 80% after deductible
Urgent Care Visits	Covered 100% after $25 copay	Covered 80% after deductible
Emergency Services		
Ambulance Service *(For Emergency Transportation Only)*	Covered 90% after deductible	
Emergency Room Services *(copay waived if admitted)*	Covered 100% after $100 copay	
The utilization review administrator must be notified within 48 hours of the admission (please refer to your ID card) even if the patient is discharged within 48 hours of the admission.		
Covered Services		
Acupuncture For Pain Management Only	Covered 100% after $25 copay per visit	Covered 80% after deductible
Allergy Injections/Testing	Covered 100% after $25 copay	Covered 80% after deductible

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Gold Plan	
	Participating	Non-Participating
Biofeedback	Covered 100% after $25 copay per visit	Covered 80% after deductible
Chiropractic Care *(Limit of 30 visits per Calendar Year, Combined in and out-of-network)*	Covered 100% after $25 copay	Covered 80% after deductible
Diabetic Self-Management Education *(4 visits per year)*	Covered 100%	Not Covered
Dialysis Treatment *(Outpatient)*	Covered 100% after deductible	Covered 80% after deductible
Outpatient- 100% of the Maximum Allowable Charge after all applicable deductibles and coinsurance		
Durable Medical Equipment	Covered 90% after deductible	Covered 80% after deductible
Hearing Aids *(children under age 16 only, one per ear in 24 months)*	Covered 90% after deductible	Not Covered
Home Health Care *(Nursing Home Care or Custodial Care is Not Covered)*	Covered 100% after deductible	Covered 80% after deductible
Hospice Care -*Outpatient & Facility*	Covered 100% after deductible	Covered 80% after deductible
Hospital Inpatient Care		
Inpatient Admission	Covered 100% after deductible	Covered 80% after separate $200 deductible per hospital stay
Inpatient Physician Services	Covered 100% after deductible	Covered 80% after deductible
Infertility Services	Diagnosis covered 100% after deductible: Treatment covered, with limitations, 100% after deductible	Diagnosis covered at 80% after deductible: Treatment covered, with limitations, at 80% after deductible
Insulin Pump and Supplies	Covered 100%	Covered 80% after deductible
Maternity Benefits		
Inpatient Hospital Charges	Covered 100% after deductible	Covered 80% after separate $200 deductible per hospital stay
Obstetric Care/Physician Charges	Covered 100% after $25 copay for first visit only	Covered 80% after deductible
Ultrasound	Covered 100%	Covered 80% after deductible
Mental Health/Alcohol and Drug Abuse/Applied Behavioral Analysis (ABA)		
Inpatient	Covered 100% after deductible	Covered 80% after separate $200 deductible per hospital stay
Outpatient	Covered 100% after $45 copay	Covered 80% after deductible
ABA Only Home	Covered 100% after deductible	Covered 80% after deductible
Orthotics *(Limited to one pair per Calendar Year. $600 maximum per Calendar Year)*	Covered 90% after deductible	Covered 80% after deductible
Prosthetic Devices	Covered 90% after deductible	Covered 80% after deductible
Scalp Hair Prostheses *(benefit max of $500 in a 24 month period)*	Covered 90%	Covered 80% after deductible
Skilled Nursing Facility	Covered 100% *(For up to 120 Days per Calendar Year; combined in and out-of-network)*	Covered 80% after deductible *(For up to 60 Days per Calendar Year; combined in and out-of-network)*

Evesham Township
Schedule of Benefits
January 1, 2023

Benefits	Gold Plan	
	Participating	Non-Participating
Preventive Well Care as defined by PPACA		
Breastfeeding Support, Supplies & Counseling*	Covered 100%	Covered 80% after deductible
Colonoscopy & Colorectal Screening	Covered 100%	Not Covered
Contraceptive Methods & Counseling*	Covered 100%	Covered 80% after deductible
GYN/PAP	Covered 100%	Covered 80% after deductible
Immunizations *(Except for Travel and/or Job Related)*	Covered 100%	Covered for children under 12 months: Covered 80% after deductible
Mammograms *(Includes 3D mammograms)*	Covered 100%	Covered 80% after deductible
Prostate Cancer Screening	Covered 100%	Not Covered
Routine Adult Physicals	Covered 100%	Not Covered
Well Child Exams	Covered 100%	Not Covered
Surgical Benefits		
Ambulatory Surgical Center/Free Standing Facility	Covered 100% after deductible	Covered 80% after deductible
Anesthesia at Ambulatory Surgical Center/Free Standing Facility	Covered 100% after deductible	Covered 80% after deductible
Physician Services at Ambulatory Surgical Center/Free Standing Facility	Covered 100% after deductible	Covered 80% after deductible
Physician Office	Covered 100% under office visit benefit	Covered 80% after deductible
Hospital Inpatient Surgery	Covered 100% after deductible	Covered 80% after deductible
Anesthesia Hospital Inpatient	Covered 100% after deductible	Covered 80% after deductible
Physician Services Hospital Inpatient	Covered 100% after deductible	Covered 80% after deductible
Hospital Outpatient Surgery	Covered 100% after deductible	Covered 80% after deductible
Anesthesia Hospital Outpatient	Covered 100% after deductible	Covered 80% after deductible
Physician Services Hospital Outpatient	Covered 100% after deductible	Covered 80% after deductible
Bariatric Surgery	Not Covered	Not Covered
X-Rays, Ultrasound and Lab Tests - Charge By Place of Service		
Physicians Office Testing	Covered 100% after deductible	Covered 80% after deductible
Independent Facility Testing	Covered 100% after deductible	Covered 80% after deductible
Hospital - Outpatient Testing	Covered 100% after deductible	Covered 80% after deductible
Advanced Radiology Imaging (MRI, MRA, CAT Scan, PET Scan, etc.) - Charge By Place of Service		
Physicians Office Testing	Covered 100% after deductible	Covered 80% after deductible
Independent Facility Testing	Covered 100% after deductible	Covered 80% after deductible
Hospital - Outpatient Testing	Covered 100% after deductible	Covered 80% after deductible
Therapy Services		
Chemotherapy	Covered 100% after deductible	Covered 80% after deductible
Radiation Therapy	Covered 100% after deductible	Covered 80% after deductible
Infusion *(Limited to a $250 out-of-pocket maximum per incident)*	Covered 100% after $25 copay per visit	Covered 80% after deductible
Occupational *(Limited to a $250 out-of-pocket maximum per incident) (includes diagnosis of autism)*	Covered 100% after $25 copay per visit	Covered 80% after deductible
Outpatient Cardiac Rehabilitation *(Limited to a $250 out-of-pocket maximum per incident)*	Covered 100% after $25 copay per visit	Covered 80% after deductible
Physical *(Limited to a $250 out-of-pocket maximum per incident) (includes diagnosis of autism)*	Covered 100% after $25 copay per visit	Covered 80% after deductible
Speech *(Limited to a $250 out-of-pocket maximum per incident) (includes diagnosis of autism)*	Covered 100% after $25 copay per visit	Covered 80% after deductible

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Gold Plan	
	Participating	Non-Participating
Vision Care Benefits		
Routine Annual Eye Examinations	Covered 100%	Not Covered
Wellness & Nutritional Coach On-Site Benefits		
Wellness Coach On-Site Visits	100%	N/A
*** Nutritional Counseling On-Site Visits**	100%	N/A
***Nutritional Counseling**	Covered 100% after $25 copay per visit	Not Covered
***Nutritional Counseling is a combined benefit and benefit limit is 3 visits per year.**		
Prescription Drug Benefit		
Out of Pocket Maximum *(Rx Only)*		
Individual	$1,430	N/A
Family	$2,860	N/A
Retail ***30-Day Supply***		
Tier 1	$5	N/A
Tier 2	$25 if generic is not available.$35 if generic is available	
Tier 3	$25 if generic is not available.$35 if generic is available	
Preventative Medications as defined by PPACA	$0 copay	
Mail Order *90-Day Supply*		
Tier 1	$5	N/A
Tier 2	$25 if generic is not available. $35 if generic is available	
Tier 3	$25 if generic is not available.$35 if generic is available	
Preventative Medications as defined by PPACA	$0 copay	

Precertification List
The following services require Precertification
Inpatient hospitalization
Home Health Services
Inpatient Mental/Nervous facility based programs
Inpatient Substance Abuse facility based programs
Adenoidectomy
Breast Surgery (non-diagnostic, excluding needle biopsy/aspirations or lumpectomies)
Skilled Nursing Facility stays
Infusion services
Obesity Surgery
Foot Surgery
Gallbladder Surgery
Infertility Services
Heart Surgery (excluding cardiac catheterization or PTCA)
Hysterectomy
Joint Surgery (excluding arthroscopy for diagnostic use)
Joint Replacement Surgery
Laminectomy
Nasal Surgery (excluding sinus surgery, i.e. submucous resection, ethmoidectomy, polyp removal)
Prostatectomy (excluding TURP (transurethral prostatectomy))
Spinal Fusion
Tonsillectomy
Lithotripsy after three

Powerful Solutions Real Savings From IAA, Your Employee Benefit Experts

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Silver Plan	
	Participating	Non-Participating
***In-Network Services** *(Participating)* Allowables are based on the Negotiated Rate established in a contractual arrangement with a Provider and/or Facility.		
***Out-of-Network Services** *(Non-Participating)* **- Payments are subject to the "Maximum Allowable Charge"** "Maximum Allowable Charge" shall mean the benefit payable for a specific coverage item or benefit under the Plan. Maximum Allowable Charge(s) may be the lesser of: 1. The Usual and Customary amount; 2. The allowable charge specified under the terms of the Plan; 3. 125% of the Medicare Reimbursement Rate; or 4. The actual billed charges for the covered services. The Plan will reimburse the actual charge billed if it is less than the Usual and Customary amount. The Plan has the discretionary authority to decide if a charge is Usual and Customary and for a Medically Necessary and Reasonable service. The Maximum Allowable Charge will not include any identifiable billing mistakes including, but not limited to, up-coding, duplicate charges, and charges for services not performed.		
Please see pre-certed services at the end of the schedule of benefits.		
Lifetime Maximum	Unlimited	Unlimited
Plan Year Maximum	Unlimited	Unlimited
Deductible (Per Calendar Year)		
Individual	$500	$1,000
Per Family Unit	$1,000	$2,000
Charges tracking to the deductible in the last quarter of the year are applied to the following year deductible.		
Out of Pocket Maximum		
Individual	$5,000	$10,000
Family Unit	$10,000	$20,000
Out-of-network expenses are applied to the in-network deductible and out-of-pocket maximum.		
The plan will pay the designated percentage of covered charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered charges for the rest of the Calendar Year unless otherwise stated.		
Deductible, Coinsurance, and Copayments are included in the Out of Pocket Maximum.		
Cost containment penalties do not apply toward the out-of-pocket maximum and are never paid at 100%.		
Co-Payments		
Teladoc Consultation	**Covered 100%**	**N/A**
Teladoc Specialist Consultation	**Covered 90% after $45 copay**	**N/A**
Physician Visits	Covered 90% after $25 copay	Covered 80% after deductible
Specialist Visits	Covered 90% after $45 copay	Covered 80% after deductible
Urgent Care Visits	Covered 90% after $25 copay	Covered 80% after deductible
Emergency Services		
Ambulance Service *(For Emergency Transportation Only)*	Covered 80% after deductible	
Emergency Room Services *(copay waived if admitted)*	Covered 100% after $100 copay	
The utilization review administrator must be notified within 48 hours of the admission (please refer to your ID card) even if the patient is discharged within 48 hours of the admission.		
Covered Services		
Acupuncture for Pain Management Only	Covered 90% after $25 copay per visit	Covered 80% after deductible
Allergy Injections/Testing	Covered 90% after deductible	Covered 80% after deductible

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Silver Plan	
	Participating	Non-Participating
Biofeedback	Covered 90% after $25 copay per visit	Covered 80% after deductible
Chiropractic Care *(Limit of 30 visits per Calendar Year, Combined in and out-of-network)*	Covered 90% after $25 copay	Covered 80% after deductible
Diabetic Self-Management Education *(4 visits per year)*	Covered 100%	Not Covered
Dialysis *(Outpatient)*	Covered 90% after deductible	Covered 80% after deductible
Outpatient--100% of the Maximum Allowable Charge after all applicable deductibles and coinsurance.		
Durable Medical Equipment	Covered 90% after deductible	Covered 80% after deductible
Hearing Aids *(children under age 16 only, one per ear in 24 months)*	Covered 90% after deductible	Not Covered
Home Health Care *(Nursing Home Care or Custodial Care is Not Covered)*	Covered 90% after deductible	Covered 80% after deductible
Hospice Care *Outpatient & Facility*	Covered 90% after deductible	Covered 80% after deductible
Hospital Inpatient Care		
Hospital Inpatient Care	Covered 90% after deductible	Covered 80% after separate $200 deductible per hospital stay
Inpatient Physician Services	Covered 90% after deductible	Covered 80% after deductible
Infertility Services	Diagnosis covered 90% after deductible: Treatment covered, with limitations, 90% after deductible	Diagnosis covered at 80% after deductible: Treatment covered, with limitations, at 80% after deductible
Insulin Pump and Supplies	Not Covered	Not Covered
Maternity Benefits		
Inpatient Hospital Charges	Covered 90% after deductible	Covered 80% after separate $200 deductible per hospital stay
Obstetric Care/Physician Charges	Covered 100% after $25 copay for first visit	Covered 80% after deductible
Ultrasound	Covered 100%	Covered 80% after deductible
Mental Health/Alcohol and Drug Abuse/Applied Behavioral Analysis (ABA)		
Inpatient	Covered 90% after deductible	Covered 80% after separate $200 deductible per hospital stay
Outpatient	Covered 90% after $45 copay	Covered 80% after deductible
ABA Only Home	Covered 90% after deductible	Covered 80% after deductible
Orthotics *(Limited to one pair per Calendar Year. $600 maximum per Calendar Year)*	Covered 90% after deductible	Covered 80% after deductible
Prosthetic Devices	Covered 90% after deductible	Covered 80% after deductible
Scalp Hair Prostheses *(benefit max of $500 in a 24 month period)*	Covered 90%	Covered 80% after deductible
Skilled Nursing Facility	Covered 100% *(For up to 120 Days per Calendar Year; combined in and out-of-network)*	80% after deductible *(For up to 60 Days per Calendar Year; combined in and out-of-network)*

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Silver Plan	
	Participating	Non-Participating
Preventive Well Care as defined by PPACA		
Breastfeeding Support, Supplies & Counseling	Covered 100%	Covered 80% after deductible
Colonoscopy & Colorectal Screening	Covered 100%	Not Covered
Contraceptive Methods & Counseling	Covered 100%	Covered 80% after deductible
GYN/PAP	Covered 100%	Covered 80% after deductible
Immunizations *(Except for Travel and/or Job Related)*	Covered 100%	Covered for children under 12 months: Covered 80% after deductible
Mammograms *(Includes 3D mammograms)*	Covered 100%	Covered 80% after deductible
Prostate Cancer Screening	Covered 100%	Not Covered
Routine Adult Physicals	Covered 100%	Not Covered
Well Child Exams	Covered 100%	Not Covered
Surgical Benefits		
Ambulatory Surgical Center/Free Standing Facility	Covered 90% after deductible	Covered 80% after deductible
Anesthesia at Ambulatory Surgical Center/Free Standing Facility	Covered 90% after deductible	Covered 80% after deductible
Physician Services at Ambulatory Surgical Center/Free Standing Facility	Covered 90% after deductible	Covered 80% after deductible
Physician Office	Covered 90%	Covered 80% after deductible
Hospital Inpatient Surgery	Covered 90% after deductible	Covered 80% after deductible
Anesthesia Hospital Inpatient	Covered 90% after deductible	Covered 80% after deductible
Physician Services Hospital Inpatient	Covered 90% after deductible	Covered 80% after deductible
Hospital Outpatient Surgery	Covered 90% after deductible	Covered 80% after deductible
Anesthesia Hospital Outpatient	Covered 90% after deductible	Covered 80% after deductible
Physician Services Hospital Outpatient	Covered 90% after deductible	Covered 80% after deductible
Bariatric Surgery	Not Covered	Not Covered
X-Rays, Ultrasound and Lab Tests - Charge By Place of Service		
Physicians Office Testing	Covered 90% after deductible	Covered 80% after deductible
Independent Facility Testing	Covered 90% after deductible	Covered 80% after deductible
Hospital - Outpatient Testing	Covered 90% after deductible	Covered 80% after deductible
Advanced Radiology Imaging (MRI, MRA, CAT Scan, PET Scan, etc.) - Charge By Place of Service		
Physicians Office Testing	Covered 90% after deductible	Covered 80% after deductible
Independent Facility Testing	Covered 90% after deductible	Covered 80% after deductible
Hospital - Outpatient Testing	Covered 90% after deductible	Covered 80% after deductible
Therapy Services		
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible
Radiation Therapy	Covered 90% after deductible	Covered 80% after deductible
Infusion *(Limited to a $250 out-of-pocket maximum per incident)*	Covered 90% after $25 copay per visit	Covered 80% after deductible
Occupational *(Limited to a $250 out-of-pocket maximum per incident) (includes diagnosis of autism)*	Covered 90% after $25 copay per visit	Covered 80% after deductible
Outpatient Cardiac Rehabilitation *(Limited to a $250 out-of-pocket maximum per incident)*	Covered 90% after $25 copay per visit	Covered 80% after deductible

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Silver Plan	
	Participating	Non-Participating
Physical *(Limited to a $250 out-of-pocket maximum per incident) (includes diagnosis of autism)*	Covered 90% after $25 copay per visit	Covered 80% after deductible
Speech *(Limited to a $250 out-of-pocket maximum per incident) (includes diagnosis of autism)*	Covered 90% after $25 copay per visit	Covered 80% after deductible
Vision Care Benefits		
Routine Annual Eye Examinations	Covered 100%	Not Covered
Wellness Program Work Site Benefits		
Wellness Coach On-Site Visits	Covered 100%	N/A
Nutritional Counseling On-Site Visits	Covered 100%	N/A
Nutritional Counseling	Covered 90% after $25 copay per visit	Not Covered
**Nutritional Counseling is a combined benefit and benefit limit is 3 visits per year.*		
Prescription Drug Benefit		
Out of Pocket Maximum		
Individual	$1,430	N/A
Family Unit	$2,860	N/A
Retail ***30-Day Supply***		
Tier 1	$5	N/A
Tier 2	$25 if generic is not available.$35 if generic is available	
Tier 3	$25 if generic is not available.$35 if generic is available	
Preventative Medications as defined by PPACA	$0	
Mail Order *90-Day Supply*		
Tier 1	$5	N/A
Tier 2	$25 if generic is not available.$35 if generic is available	
Tier 3	$25 if generic is not available.$35 if generic is available	
Preventative Medications as defined by PPACA	$0	

Precertification List
The following services require Precertification
Inpatient hospitalization
Home Health Services
Inpatient Mental/Nervous facility based programs
Inpatient Substance Abuse facility based programs
Adenoidectomy
Breast Surgery (non-diagnostic, excluding needle biopsy/aspirations or lumpectomies)
Skilled Nursing Facility stays
Infusion services
Obesity Surgery
Foot Surgery
Gallbladder Surgery
Infertility Services
Heart Surgery (excluding cardiac catheterization or PTCA)
Hysterectomy
Joint Surgery (excluding arthroscopy for diagnostic use)
Joint Replacement Surgery
Laminectomy
Nasal Surgery (excluding sinus surgery, i.e. submucous resection, ethmoidectomy, polyp removal)
Prostatectomy (excluding TURP (transurethral prostatectomy))
Spinal Fusion
Tonsillectomy
Lithotripsy after three
Prosthetic Devices

Powerful Solutions Real Savings From IAA, Your Employee Benefit Experts

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Bronze Plan - HSA Option	
	Participating	Non-Participating
***In-Network Services** *(Participating)* Allowables are based on the Negotiated Rate established in a contractual arrangement with a Provider and/or Facility.		
***Out-of-Network Services** *(Non-Participating)* - **Payments are subject to the "Maximum Allowable Charge"** "Maximum Allowable Charge" shall mean the benefit payable for a specific coverage item or benefit under the Plan. 1. The Usual and Customary amount; 2. The allowable charge specified under the terms of the Plan; 3. 125% of the Medicare Reimbursement Rate; or 4. The actual billed charges for the covered services. The Plan will reimburse the actual charge billed if it is less than the Usual and Customary amount. The Plan has the discretionary authority to decide if a charge is Usual and Customary and for a Medically Necessary and Reasonable service. The Maximum Allowable Charge will not include any identifiable billing mistakes including, but not limited to, up-coding, duplicate charges, and charges for services not performed.		
Please see pre-certed services at the end of the schedule of benefits.		
Lifetime Maximum	Unlimited	Unlimited
Plan Year Maximum	Unlimited	Unlimited
Deductible (Per Calendar Year)		
Single Coverage	$1,500	$1,500
Family Coverage	$3,000	$3,000
Out of Pocket Maximum *(Combined with Rx)*		
Single Coverage	$2,500	$3,500
Family Coverage	$5,000	$7,000
Out-of- network expenses are applied to the in-network deductible and out-of-pocket maximum.		
The plan will pay the designated percentage of covered charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered charges for the rest of the Calendar Year unless otherwise stated.		
Deductible and Coinsurance are applied to the Out of Pocket Maximum. There is no deductible carry over provision for this plan.		
Cost Containment penalties do not apply toward the out-of-pocket maximum and are never paid at 100% .		
Employer HSA Funding	$500 Annually	
Coinsurance		
Teladoc Consultation	Covered 80% after deductible	N/A
Teladoc Specialist Consultation	Covered 80% after deductible	N/A
Physician Office Visits	Covered 80% after deductible	Covered 60% after deductible
Specialist Office Visits	Covered 80% after deductible	Covered 60% after deductible
Urgent Care Visits	Covered 80% after deductible	Covered 60% after deductible
Emergency Services		
Ambulance Service *(For Emergency Transportation Only)*	Covered 80% after deductible	
Emergency Room Services	Covered 80% after deductible	
The utilization review administrator must be notified within 48 hours of the admission (please refer to your ID card), even if the patient is discharged within 48 hours of the admission.		
Covered Services		
Acupuncture For Pain Management Only	Covered 80% after deductible	Covered 60% after deductible
Allergy Injections/Testing	Covered 80% after deductible	Covered 60% after deductible

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Bronze Plan - HSA Option	
	Participating	Non-Participating
Biofeedback	Covered 80% after deductible	Covered 60% after deductible
Chiropractic Care *(Limit of 30 visits per Calendar Year, Combined in and out-of-network)*	Covered 80% after deductible	Covered 60% after deductible
Diabetic Self-Management Education *(4 visits per year)*	Covered 100%	Not Covered
Dialysis Treatment *(Outpatient)*	Covered 80% after deductible	Covered 60% after deductible
Outpatient--100% of the Maximum Allowable Charge after all applicable deductibles and coinsurance.		
Durable Medical Equipment	Covered 80% after deductible	Covered 60% after deductible
Hearing Aids *(children under age 16 only, one per ear in 24 months)*	Covered 80% after deductible	Covered 60% after deductible
Home Health Care*(Nursing Home Care or Custodial Care is Not Covered)*	Covered 80% after deductible	Covered 60% after deductible
Hospice Care -*Outpatient & Facility*	Covered 80% after deductible	Covered 60% after deductible
Hospital Inpatient Care		
Inpatient Admission	Covered 80% after deductible	Covered 60% after deductible
Inpatient Physician Services	Covered 80% after deductible	Covered 60% after deductible
Infertility Services	Covered 80% after deductible	Covered 60% after deductible
Insulin Pump and Supplies	Not Covered	Not Covered
Maternity/PreNatal Care		
Inpatient Hospital Charges	Covered 80% after deductible	Covered 60% after deductible
Obstetric Care/Physician Charges	Covered 80% after deductible	Covered 60% after deductible
Ultrasound	Covered 80% after deductible	Covered 60% after deductible
Mental Health/Alcohol and Drug Abuse/Applied Behavioral Analysis (ABA)		
Inpatient	Covered 80% after deductible	Covered 60% after deductible
Outpatient	Covered 80% after deductible	Covered 60% after deductible
ABA Only Home	Covered 80% after deductible	Covered 60% after deductible
Orthotics *(Limited to one pair per Calendar Year. $600 maximum per Calendar Year)*	Covered 80% after deductible	Covered 60% after deductible
Prosthetic Devices	Covered 80% after deductible	Covered 60% after deductible
Scalp Hair Prostheses *(benefit max of $500 in a 24 month period)*	Covered 80% after deductible	Covered 60% after deductible
Only for the treatment of disease by radiation or chemicals, Alopecia Universalis (totalis), or Alopecia Areata		
Skilled Nursing Facility	Covered 80% after deductible *(For up to 120 Days per Calendar Year; combined in and out-of-network)*	Covered 60% after deductible *(For up to 60 Days per Calendar Year; combined in and out-of-network)*

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Bronze Plan - HSA Option	
	Participating	Non-Participating
Preventive Well Care as defined by PPACA		
Breastfeeding Support, Supplies & Counseling	Covered 100%	Covered 60% after deductible
Colonoscopy & Colorectal Screening	Covered 100%	Not Covered
Contraceptive Methods & Counseling	Covered 100%	Covered 60% after deductible
GYN/PAP	Covered 100%	Covered 60% after deductible
Immunizations *(Except for Travel and/or Job Related)*	Covered 100%	Covered for children under 12 months: Covered 80% after deductible
Mammograms *(Includes 3D mammograms)*	Covered 100%	Covered 60% after deductible
Prostate Cancer Screening	Covered 100%	Not Covered
Routine Adult Physicals	Covered 100%	Not Covered
Well Child Exams	Covered 100%	Not Covered
Surgical Benefits		
Ambulatory Surgical Center/Free Standing Facility	Covered 80% after deductible	Covered 60% after deductible
Anesthesia at Ambulatory Surgical Center/Free Standing Facility	Covered 80% after deductible	Covered 60% after deductible
Physician Services at Ambulatory Surgical Center/Free Standing Facility	Covered 80% after deductible	Covered 60% after deductible
Physician Office	Covered 80% after deductible	Covered 60% after deductible
Hospital Inpatient Surgery	Covered 80% after deductible	Covered 60% after deductible
Anesthesia Hospital Inpatient	Covered 80% after deductible	Covered 60% after deductible
Physician Services Hospital Inpatient	Covered 80% after deductible	Covered 60% after deductible
Hospital Outpatient Surgery	Covered 80% after deductible	Covered 60% after deductible
Anesthesia Hospital Outpatient	Covered 80% after deductible	Covered 60% after deductible
Physician Services Hospital Outpatient	Covered 80% after deductible	Covered 60% after deductible
Bariatric Surgery	Not Covered	Not Covered
X-Rays, Ultrasound and Lab Tests - Charge By Place of Service		
Physicians Office Testing	Covered 80% after deductible	Covered 60% after deductible
Independent Facility Testing	Covered 80% after deductible	Covered 60% after deductible
Hospital - Outpatient Testing	Covered 80% after deductible	Covered 60% after deductible
Advanced Radiology Imaging (MRI, MRA, CAT Scan, PET Scan, etc.) - Charge By Place of Service		
Physicians Office Testing	Covered 80% after deductible	Covered 60% after deductible
Independent Facility Testing	Covered 80% after deductible	Covered 60% after deductible
Hospital - Outpatient Testing	Covered 80% after deductible	Covered 60% after deductible
Therapy Services		
Chemotherapy	Covered 80% after deductible	Covered 60% after deductible
Radiation Therapy	Covered 80% after deductible	Covered 60% after deductible
Infusion *(Limited to a $250 out-of-pocket maximum per incident)*	Covered 80% after deductible	Covered 60% after deductible

Evesham Township
Schedule of Benefits
January 1, 2023
Non-Grandfathered Plan

Benefits	Bronze Plan - HSA Option	
	Participating	Non-Participating
Occupational *(Limited to a $250 out-of-pocket maximum per incident) (includes diagnosis of autism)*	Covered 80% after deductible	Covered 60% after deductible
Outpatient Cardiac Rehabilitation *(Limited to a $250 out-of-pocket maximum per incident)*	Covered 80% after deductible	Covered 60% after deductible
Physical *(Limited to a $250 out-of-pocket maximum per incident) (includes diagnosis of autism)*	Covered 80% after deductible	Covered 60% after deductible
Speech *(Limited to a $250 out-of-pocket maximum per incident) (includes diagnosis of autism)*	Covered 80% after deductible	Covered 60% after deductible
Vision Care Benefits		
Routine Annual Eye Examinations	Covered 100%	Not Covered
Wellness & Nutritional Coach On-Site Benefits		
Wellness Coach On-Site Visits	Covered 100%	N/A
*** Nutritional Counseling On-Site Visits**	Covered 100%	N/A
***Nutritional Counseling**	Covered 80% after deductible	Not Covered
Nutritional Counseling is a combined benefit and benefit limit is 3 visits per year.		
Prescription Drug Benefit		
Rx Out of Pocket Maximum: Combined with Medical		
Rx Benefit	Covered 80% after deductible	Not Covered
Preventive Medications as defined by PPACA are covered at 100%		

Precertification List
The following services require Precertification
Inpatient hospitalization
Home Health Services
Inpatient Mental/Nervous facility based programs
Inpatient Substance Abuse facility based programs
Adenoidectomy
Breast Surgery (non-diagnostic, excluding needle biopsy/aspirations or lumpectomies)
Skilled Nursing Facility stays
Infusion services
Obesity Surgery
Foot Surgery
Gallbladder Surgery
Infertility Services
Heart Surgery (excluding cardiac catheterization or PTCA)
Hysterectomy
Joint Surgery (excluding arthroscopy for diagnostic use)
Joint Replacement Surgery
Laminectomy
Nasal Surgery (excluding sinus surgery, i.e. submucous resection, ethmoidectomy, polyp removal)
Prostatectomy (excluding TURP (transurethral prostatectomy))
Spinal Fusion
Tonsillectomy
Lithotripsy after three
Prosthetic Devices

APPENDIX C

SEE EVESHAM TOWNSHIP LEAVE OF ABSENCE POLICY ATTACHMENT

Township of Evesham

Policy: Leave of Absence	Manual: Human Resources
Effective Date: September 2000	Policy No.: 301
Last Review Date: July 2020	Distribution: All Departments

I. POLICY

It is the policy of the Township of Evesham to provide eligible employees with leaves of absence in the event of certain family or medical circumstances. The provisions of the leave shall be consistent with the provisions of the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), the Township of Evesham Code §22-9 and all appropriate Collective Negotiations Agreements. The Township will not interfere with, restrain, or deny the exercise of any right provided by this law. The Township will not discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA or NJFLA. The employee may be eligible for NJ State Temporary Disability benefits during this time, dependent upon the rules of the Temporary Disability program.

Employees who are not eligible for leave under the FMLA or NJFLA may be eligible for a General Leave of Absence at the discretion of the Township, or as required by their respective Collective Negotiations Agreements. Employees should contact the Human Resources Office for more specific information if they have questions.

II. DEFINITION OF TERMS

For purposes of this Policy, a leave of absence shall be defined as a pre-arranged period during which an employee is authorized to be absent from duty. Leaves may be considered either FMLA and/or NJFLA leaves of absence or General Leaves of Absence. Leaves may be either with pay through the use of accrued Sick time and/or accrued Vacation time, or without pay in the absence of sufficient Sick or Vacation time as allowable by law. Whether paid time off is used or not, where appropriate, leave may be counted against an employee's entitlement under the FMLA and/or the NJFLA.

III. EMPLOYEE ELIGIBILITY

Employees shall be eligible for a leave of absence under the FMLA if they have worked for the Township for at least 12 months (does not need to be consecutive) and at least 1250 hours in the 12-month period immediately preceding the commencement of the leave.

Employees shall be eligible for a leave of absence under the NJFLA if they have worked for the Township for at least 12 months (need not be consecutive) and at least 1000 hours in the 12-month period immediately preceding the commencement of leave. (This 1000 hours includes time out on workers' compensation leave and military service).

Employees not meeting the above eligibility requirements may be eligible for a General Leave of Absence at the discretion of the Township or as required by their respective Collective Negotiations Agreement or law.

IV. REASONS FOR LEAVE

A. Leaves of Absence may be granted for the following reasons:

1. The birth of a child, or the placement of a child with the employee for adoption or foster care, and/or to care for the child (referred to as Family Leave under the FMLA and NJFLA);

2. To care for an employee's child, spouse or parent, with a serious health condition (referred to as Family Leave under the FMLA and NJFLA);

3. To care for an employee's parent-in-law, domestic or civil union partner with a serious health condition (referred to as Family Leave under the NJFLA only);

4. For the employee's own serious health condition, including pregnancy or on-the-job illness or injury that makes the employee unable to perform at least one of his/her essential job functions (referred to as Medical Leave under the FMLA only);

5. Because of any qualifying exigency arising out of the fact that the spouse or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call order to active duty) in the Armed Forces in support of a contingency operation (referred to as Service Member Exigency Leave under the FMLA only);

6. To care for the spouse, son, daughter, parent or next of kin who is a covered service member who needs medical treatment, recuperation or therapy, is otherwise in out-patient status or is otherwise on the temporary disability retired list for a serious illness or injury incurred in the line of duty (referred to as Military Caregiver Medical Leave under the FMLA only).

Where leave is covered under both the FMLA and the NJFLA and the employee is eligible for leave under both laws, time out shall run concurrently against an employee's entitlement under both laws.

In the sole discretion of the Township Manager, leaves of absence may be granted for other purposes as deemed in the best interests of the Township or as otherwise required by law or provided by Collective Negotiations Agreement. Leaves granted to employees who are not eligible for FMLA and/or NJFLA, or for purposes not covered by the FMLA and/or NJFLA shall not be deducted from an employee's FMLA and/or NJFLA entitlement. When these leaves are approved and paid, all benefits will remain intact.

V. NOTICE REQUIREMENTS

Where the need for leave is foreseeable, the employee must provide at least 30 days' advance notice (15 days advance notice for a serious health condition of a family member). If such advance notice is not possible, the employee must provide as much notice as is possible. Employees can provide notice to the Township on **Leave Request Forms** (Attachment A) that can be obtained in the Human Resources Office. If the employee does not provide sufficient advance notice, leave may be delayed until proper notice is given, or if leave has already begun, leave may be deemed unauthorized.

Once an employee provides notice of the need for leave, an employee shall be provided with a **Leave Designation/Employee Acknowledgement of Obligations Form** (Attachment B) which the employee should review and return to the Human Resources Office.

In the case of FMLA/NJFLA leave resulting from the serious health condition of the employee or an employee's family member, the employee shall submit a completed **Health Care Provider Certification Form** as soon as possible after the request for leave. Employees must provide the

completed form to Human Resources no later than 15 calendar days from the date the Township provides the form to the employee. Failure to provide the completed Health Care Provider Certification Form in a timely manner may result in delay of requested leave, or if leave has already begun, leave being deemed unauthorized. (The Township maintains separate Health Care Provider Certification Forms for the serious health condition of the employee and the serious health condition of the family member).

The Human Resources Office may contact an employee's (or family member's) health care provider with prior approval of the patient or family member to authenticate or clarify information provided on the Health Care Provider Certification Form. In the event that the Health Care Provider Certification Form is not deemed sufficient, the employee shall be provided with written notice of such deficiency and shall be provided with 7 days to cure the deficiency. Failure to cure the deficiency may result in the denial of leave or the request of a second opinion.

In the event the Township reasonably doubts the validity of the medical certification, the Township may, at its own expense, require the employee to secure a second opinion by a health care provider selected by the Township. If the two opinions differ, the Township may, at its own expense, require a third opinion, by a jointly designated or approved health care provider, which opinion shall be binding on both the Township and the employee.

The Township of Evesham may request recertification of a serious health condition every 30 days or as frequently as required by the initial Health Care Provider Certification. The employer may also request recertification if the circumstances described in the former certification change substantially, or if the Township reasonably doubts the validity of leave.

Employees requesting leave for the birth, adoption or foster care placement of a child may be required to provide proof of birth, adoption or foster care placement.

Employees requesting leave due for Service Member Exigency Leave or Military Caregiver Leave shall also be required to complete forms obtained from Human Resources (Attachments D and E).

VI. LENGTH AND TYPES OF LEAVE

A. FMLA

Eligible employees are entitled to a maximum of 12 work-weeks of leave in a rolling 12-month period. Employees needing Military Caregiver Leave are entitled to a maximum of 26 weeks of leave in a 12-month period. This 26-weeks shall include all FMLA time taken in the 12-month period. The 12-month period begins on the first day an employee begins FMLA leave. FMLA leave is not cumulative and unused FMLA leave cannot be carried over to a future 12-month period.

B. NJFLA

Eligible employees are entitled to a maximum of 12 work-weeks of leave in a 24-month period. The 24-month period begins on the first day an employee begins NJFLA leave. NJFLA leave is not cumulative and unused NJFLA leave cannot be carried over.

C. TYPES OF LEAVE

Employees may take FMLA/NJFLA leave on a continuous, intermittent or reduced leave basis as described below:

1. Continuous Leave is leave which is taken in a single block of time up to the employee's maximum leave entitlement;

2. Intermittent Leave is leave taken in separate blocks of time. The use of intermittent leave must be deemed medically necessary and may be used only for the employee's own serious health condition, the serious health condition of a family member, Service Member Exigency Leave or Military Caregiver Leave. Intermittent leave cannot be used for the birth, adoption or foster care placement of a child.

3. Reduced Schedule Leave is leave which reduces the usual number of working hours or days per week the employee works, must be deemed medically necessary and may be used only for the employee's own serious health condition, the serious health condition of a family member, Service Member Exigency Leave or Military Caregiver Leave. Reduced Schedule leave cannot be used for the birth, adoption or foster care placement of a child.

Employees taking intermittent or reduced schedule leave must attempt to schedule leave so as not to disrupt Township operations. In order to accommodate an intermittent or reduced leave schedule, the Township may transfer an employee to an alternative position with equivalent pay and benefits for the duration of the leave.

D. USE OF ACCRUED PAID TIME OFF

Employees taking leave for the care of a newborn child or a seriously ill family member, or for the adoption or placement of a child, must exhaust all accrued paid vacation and sick time unless the employee is also taking paid leave as provided under New Jersey's Paid Family Leave Law. If an employee is taking paid leave as part of FMLA/NJFLA, the employee shall be required to use 2 weeks of paid vacation until the employee has exhausted his/her 12 weeks' entitlement of NJ Paid Leave (see Section below on NJ's Paid Family Leave Law). Thereafter, the employee shall be required to use his/her accrued remaining vacation and sick time for the remainder of the FMLA/NJFLA period.

Employees taking leave for their own serious health condition must exhaust all accrued paid sick and vacation time as part of the leave period. If employees are also receiving other partial pay supplementation, the use of paid time shall be used as a supplement. The remainder of the leave will be unpaid.

An employee who is on a General Leave of Absence may be required to use all accrued Sick and Vacation time. Donated Leave may be requested and will count towards "paid leave."

In all cases, up to 5 days accrued vacation may be reserved for use upon return to work.

E. EFFECT OF LEAVE ON SENIORITY AND PAY ANNIVERSARY DATE

An employee who is on leave status will retain all seniority rights and the leave shall not serve as a break in service. However, an employee shall not continue to accrue additional benefits while on unpaid leave.

An employee who is on leave will not be given a performance review until the employee returns from leave. The performance review date shall thereafter be changed to reflect completion of 12 months of service.

Employees shall be entitled to any and all salary increases to which they would have been entitled to but for the taking of leave; for example, non-merit based across-the-board increases.

VII. BENEFIT CONTINUATION

A. BENEFIT ACCRUAL

Although a leave under the FMLA/NJFLA shall not constitute a break in service, employees shall not accrue additional benefits while on an unpaid leave. Employees utilizing vacation or sick time as part of the leave period shall continue to accrue benefits in accordance with Township policy.

B. INSURANCE BENEFITS

Health, Prescription, Dental, and Life Insurance coverage shall be continued while an employee is on an approved leave or as may otherwise be required by applicable Collective Negotiations Agreements. Employees using paid time off concurrently with a leave described herein shall also have his/her benefits continued for the duration of the use of paid leave.

Employees on FMLA leave are responsible for paying their employee share of health insurance premiums, as well as any voluntary contributions they wish to maintain. If employees are using accrued paid leave as part of the FMLA leave period, the employee's premium share will be deducted from paid leave wages. If an employee is on unpaid FMLA leave, the employee shall be required to submit payments to the Township's Human Resources office, on or before dates set by the Township, for his/her regular premium share.

In the event of the failure of the employee to make timely payments, the Township may terminate coverage if the payment is more than 30 days late. The employer will provide written notification 15 days prior to the loss of coverage.

Once FMLA leave has expired, unless an employee is on an approved leave with pay, the employee's paid benefits shall stop and the employee will be responsible for the entire premium for health, prescription and dental coverage. Such employees shall be provided with appropriate COBRA notifications.

Group Term Life Insurance benefits shall continue at Township expense during approved leaves of absence for up to six months of leave.

VIII. RETURN FROM LEAVE

A. Upon return from approved FMLA/NJFLA leave, an employee shall be reinstated to the same or an equivalent position to that the employee held prior to the leave, unless the employee would not otherwise have been employed at the time of reinstatement; i.e., if the employee would have been laid-off or terminated for performance reasons. Return from a General Leave of Absence may not be guaranteed, and an employee may not be returned to the same or an equivalent position unless

otherwise required by law or applicable Collective Negotiations Agreement. Employees who are deemed "key employees" may also be denied reinstatement. Employees deemed "key" shall be so notified at the beginning of their leave and shall be advised in writing of their status and its impact on reinstatement rights.

B. Employees must give at least 2 business days' notice of return from leave, if such return date is different from the return date approved in the original leave request. Employees needing an extension of leave must provide as much advance notice as possible of the need for additional leave. The failure to give advance notice may be deemed reason to deny continued leave or deem continued leave unauthorized.

C. An employee returning to work because of the employee's own serious health condition is required to provide a return to work note from his/her Health Care Provider stating that the employee is able to perform the essential functions of his/her position with or without accommodation. If an accommodation is needed, the Health Care Provider must indicate the type of accommodation needed and the duration of the needed accommodation. If the employee is in need of accommodation to perform his/her duties, the Township shall determine whether such requested accommodations are reasonable and if reinstatement can be made without undue hardship. The Township shall provide the employee with a copy of his/her job description or the essential functions of the position. An employee shall not be returned to work without a medical return to work release.

D. An employee requesting an extension of leave must provide appropriate documentation to justify the need for the extension. If the employee has FMLA/NJFLA leave available, leave extension requests shall be as required by the FMLA/NJFLA. If FMLA/NJFLA leave entitlements have been exhausted, leave requests shall be made in the discretion of the Township or as may be required by Collective Negotiations Agreement or by law.

E. An employee who fails to return to work as scheduled and does not request a timely extension or such extension is denied, shall be deemed to have resigned his/her position with the Township. Employees will be deemed to have resigned in good standing only if they provide notice to the Township and cannot return to work due to a documented serious health condition and/or other reason beyond their control.

F. An employee who fails to return to work at the end of an approved leave, may be required to repay any insurance premiums paid by the Township on the employee's behalf during the period of leave. This requirement will be waived if the employee cannot return to work due to the onset or continuation of a serious health condition or other circumstances beyond the employee's control.

IX. WORKERS' COMPENSATION

An employee's FMLA leave may run concurrently with an employee's workers' compensation leave provided that the underlying workers' compensation injury constitutes a serious health condition under FMLA. An employee's right to Workers' Compensation benefits shall not add to or detract from rights under the FMLA/NJFLA

X. DISCIPLINE

An employee who intentionally furnishes incorrect information in order to obtain FMLA/NJFLA leave, is not protected by the FMLA's or NJFLA's job restoration benefit. He/she is not protected by the FMLA's maintenance of health benefits provisions and will be subject to appropriate disciplinary action, up to and including termination.

XI. NEW JERSEY PAID FAMILY LEAVE

Eligible employees may take up to 12 weeks (56 days if intermittent) of paid family leave to: care for a child, spouse, parent, or domestic partner, as well as parents-in-law, siblings, grandparents, grandchildren, any blood relative, and anyone who is the equivalent of family – their loved ones. Employees may also claim benefits to take time off to bond with a new foster care placement. Victims of domestic or sexual violence and their family caregivers are also eligible. Time out as paid family leave shall run concurrently with leave under the NJFLA and/or FMLA where appropriate.

Employees should contact Human Resources for additional information.

XII. EFFECT ON THIS POLICY

Effective with the implementation of this policy, its provisions shall supersede all previous or contradictory policies.

XIII. APPROVALS

Approved by: _____ 19Sep23

Township Manager Date

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Evesham Township, New Jersey, on this 21ST day of SEPTEMBER 2023.

ATTEST:

TOWNSHIP OF EVESHAM

Mayor

Township Manager 9/28/23

FOP 143A

FOP 143A

FOP 143A Attest #143

FOP 143A Attest #144