

**MEMORANDUM OF AGREEMENT  
TOWNSHIP OF LOWER  
and  
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 59  
LOWER TOWNSHIP SUPERIOR OFFICERS ASSOCIATION**

WHEREAS, the TOWNSHIP OF LOWER (Town) and PBA LOCAL 59 – LOWER TOWNSHIP SUPERIOR OFFICERS ASSOCIATION (Union), herein collectively referenced as “the Parties”, have negotiated terms to modify the current collective bargaining agreement (CBA) with a term of January 1, 2016 through December 31, 2019; and

WHEREAS, as a result of negotiations, the Union and Town have reached an agreement on changes to terms and conditions of the CBA to be included in a successor contract; and

WHEREAS, the Union and the Town desire to reduce these terms and conditions of agreement to a written Memorandum of Agreement (MOA), the terms of which shall be included in a successor agreement; and

WHEREAS, the Parties understand that the successor agreement needs to be approved and ratified by the Town’s governing body and the Union; and the respective bargaining agents of the Parties will recommend ratification and approval of this MOA to the Parties.

NOW THEREFORE, the Parties agree the 2016 – 2019 contract shall be modified consistent with the following:

1. PREAMBLE. The preamble section above is hereby incorporated by reference as if fully set forth herein.
2. DURATION. The **first sentence of the “Term and Renewal” Article on page 41 of the current contract** shall be deleted in its entirety and replaced as follows:

“This Agreement shall be in full force and effect from January 1, 2020 and shall remain in effect to and including December 31, 2023, without any reopening date except as to any provision specifically stated.”

3. GENERAL CHANGES.
  - i. **Article 1, page 4, paragraph B(b) shall be revised to change “Administrative Code” to “Township Code”.** This will avoid confusion with the New Jersey Administrative Code.

ii. **Article 16, Paragraph (B)iii on Page 27** Shall be modified to add the following second sentence to the paragraph:

“PBA 59 (SOA) shall have the exclusive right to decide and act on issues of: filing for arbitration, resolving matters subject to pending arbitration, withdrawing an arbitration matter and filing an appeal of an arbitration decision.”

iii. **Article 17 on page 30, “Awards Committee”** shall be deleted in its entirety.

iv. **Article 21, “Savings Bonds”, on page 34** shall be deleted in its entirety.

v. **Article 23, page 37, paragraph vii** shall be revised to cite the applicable 45 day statute and/or administrative code provision.

vi. **Article 6 paragraph E, section (ii) on page 11** shall be edited to delete the word “not”.

x. **Article 3, page 6** shall be revised to read as follows:

“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 and after 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. The executive management and administrative control of the Township’s properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
4. To establish a code of rules and regulations for operation of the Township’s police business;
5. To determine the standards of performance for police operations in accordance with the laws, rules and regulations in the State of New Jersey.

6. To change, modify or promulgate police policies, rules and regulations.
7. To maintain the efficiency of employees on the performance of their duties and to maintain the efficiency of its operations.
8. To relieve employees from duty because of lack of work, lack of funding, or legal cause, as permitted by law and in accordance with the rules, regulations, and laws of the State of New Jersey, including but not limited to requirements mandated by the Civil Service Commission.
9. To determine the amount of overtime to be worked.
10. To determine the standards of performance of employees and the content of work assignments.
11. To determine the content of police work assignments.
12. To exercise complete control and discretion over the organization and the technology of performing its work.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the 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.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under national, state, county or local laws or ordinances.”

4. **WAGES.** Article 19 on page 32, and Schedules A, B and C on pages 42-44, shall be modified as follows:

- i. **Paragraph A** shall be deleted and replaced as follows:

“A. Wages and for Lieutenants and Captains shall be as provided in the guides attached hereto in **Schedule A and B**. In the event an officer was in an “acting” capacity

due to provisional appointment and they subsequently receive the permanent title through an appropriate civil service process, the officer's retro pay for the permanent title shall relate back to the date of the original provisional appointment in which the officer was working in an "acting" capacity.

Backpay under this agreement shall be limited to unit members who actively work in a covered position after the date of ratification of this Agreement and shall not include unit members who retired, are on leave with intent to retire, or for other reasons are not actively employed in a covered position after the date of ratification."

ii. **Article 19, Paragraphs B, C and D on page 32 shall be deleted in their entirety, and Paragraph "E" shall become Paragraph "B".**

iii. The Parties agree that longevity is removed from the agreement between the parties and it shall not apply to the compensation package of the SOA bargaining unit.

iv. **Schedules A, B and C on pages 42-44 shall be deleted and replaced with the attached Schedules A, B and C.**

5. **INSURANCE, HEALTH & WELFARE. Article 12 on pages 18-23, shall be amended as follows:**

i. **Paragraph A on page 18 shall be amended to read as follows:**

"The Township shall provide the following health benefits for all permanent and provisional Employees working 30 hours per week or more, and their dependents (up to and including the age of 26 years for children), beginning on the first day and third month after two months of active employment. For Dental and Vision, dependents shall be defined as set forth in current provider contracts between the Township and applicable dental and vision care providers ."

ii. **Paragraph A (iv) on page 18 shall be deleted and replaced to read as follows:**

"A vision care plan with benefits payable only once every 24 months, except vision analysis which shall be annually (to allow for eye exams annually and contacts, glasses etc.. every two years) as follows:

Vision Analysis	\$145
Single Vision Lenses	\$135
Bifocal Lenses	\$150
Multi-focal Lenses	\$165
Contact Lenses	\$175
Frames	\$150

iv. Paragraph C (ii)(a), on page 21 shall be amended to delete the last two sentences and replace them as follows:

“Such amounts shall be adjusted annually as follows:

2020 - \$1,133.50  
2021 - \$1,144.83  
2022 - \$1,156.28  
2023 - \$1,167.84 ”

vi. Paragraph “H” on page 22 shall be amended to “...provide a \$25,000 life insurance policy....”

vii. Schedule “D” on page 45 shall become Schedule “C” attached, with references in the current agreement to be edited accordingly. New Schedule “C” shall be amended to include the attached document to memorialize current coverages under the State Health Benefits Program. The Parties understand the plans may change under the State Health Benefits Program. This change to the new Schedule “C” is not intended to prevent a member from selecting available coverage(s) under the State Health Benefits Program, pursuant to the terms of this contract and applicable law. Additionally, this change to new Schedule “C” is not intended to preclude a member or retiree from continuing to use a plan or level of coverage available under the State Health Benefits Program, pursuant to the terms of this contract and applicable law.

Nothing herein is intended to change the language of health insurance provisions set forth in the CBA between the parties and related practices that may exist between the parties, including contract provisions and/or practices applicable to the payment of costs for employees electing an insurance plan that is more expensive than the New Jersey State Health Plan NJ Direct 2030.

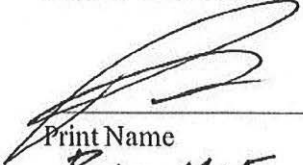
6. UNIFORMS. Article 14 paragraph A, page 25 shall be amended to add the following sentence to the end of the paragraph:


“Upon proof of the need for replacement or repair, the Township shall immediately act to repair or replace the item within a reasonable amount of time. In the event the item needing repair or replacement is critical to officer safety and/or or officer performance, the item shall be immediately replaced by the Township.”


7. **SUBSTANTIVE CHANGES.** The changes provided above contain all substantive modifications to be made to the successor CBA between the Parties. All other language in the January 1, 2016 through December 31, 2019 agreement that is not affected by this document shall remain in the new agreement.
8. **MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA.** All other provisions in the January 1, 2016 – December 31, 2019 CBA that are inconsistent with the substantive changes noted above shall be modified for consistency with the terms of this MOA in the successor agreement spanning from January 1, 2020 to December 31, 2023.
9. **WITHDRAWAL AND WAIVER OF TERMS NOT PROVIDED HEREIN.** All proposals and terms not provided in this MOA are hereby withdrawn and waived by the parties.
10. **PARTIES’ GOOD FAITH TO FINALIZE CONTRACT.** The Town acknowledges it will process retroactive payments resulting from this executed MOA as expeditiously as possible, and the Parties agree they will act to have the amended successor agreement executed in an expeditious manner upon receipt.
11. **CONSTRUCTION.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. However, since each party to this Agreement and their counsel have reviewed and negotiated this Agreement, the general rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action relating to this Agreement.
12. **RATIFICATION.** The union and the Town acknowledge the terms of this MOA need to be ratified by the Union and need to be approved by the Town’s governing body.


Subject to the ratification provisions set forth above, the union and the Town signify and acknowledge their agreement to the terms listed above, by the signatures of their duly authorized representatives.

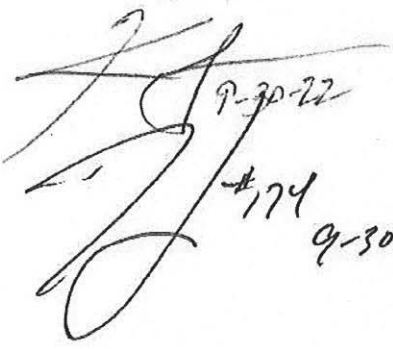
PBA 59 Lower Twp SOA

  
Print Name  
Brian McEwing  
Date: 9/30/22

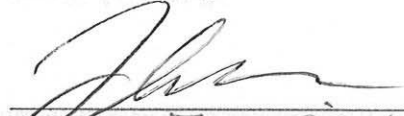
  
Print Name John Armbroster  
Date: 9/30/22

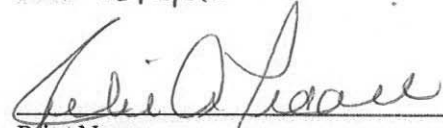
Michael Majors  
9-30-22  


Charles Ryan  
  
9/30/2022

  
9-30-22  
#174  
9-30-22

Lower Township

  
Print Name Frank Sippel, Mayor  
Date: 10/3/22

  
Print Name  
Date: 10/3/22

## Schedule A

	2020		2021		2022		2023	
<b>Lt</b>	\$	131,389.50	\$	132,703.40	\$	136,020.98	\$	139,421.50
<b>Cpt</b>	\$	142,373.66	\$	143,797.40	\$	147,392.33	\$	151,077.14

## Schedule B – Officer Specific Salaries

	2020		2021		2022		2023	
<b>Cptns</b>								
Vanaman (Acting Cpt 1-1-21)			\$	143,797.40	\$	147,392.33	\$	151,077.14
Lewis (Acting Cpt 8-17-20)	\$	142,373.66	\$	143,797.40	\$	147,392.33	\$	151,077.14
<b>Lts</b>								
Vanaman	\$	131,389.50						
Lewis	\$	131,389.50						
Majane			\$	136,020.98	\$	139,421.50		
McEwing			\$	136,020.98	\$	139,421.50		
Ryan (Acting Lt 9-8-20; Acting Cpt 1-1-22)	\$	131,389.50	\$	132,703.40	\$	147,392.33	\$	151,077.14
Armbrust (Acting Lt 1-11-21)			\$	132,703.40	\$	136,020.98	\$	139,421.50

**\*Employees with multiple salaries in the same year set forth above reflect the new annual salary that will increase rates of pay upon promotion to an acting and/or permanent position.**

**\*Back pay (“retro pay”) shall continue to apply to unit members actively working immediately after ratification of this agreement, as set forth in the last paragraph of Article 19, page 32, Section “A”.**



# Schedule C

## 2022 NJ State Health Benefits Program (SHBP) Local Government Employee Plans<sup>1</sup>

HorizonBlue.com/shbp 1-800-414-SHBP (7427)	PPO Plan Options			
	NJ DIRECT15	NJ DIRECT1525	NJ DIRECT2030	NJ DIRECT2035
<b>IN-NETWORK (IN):</b>				
Service Area Available	Nationwide	Nationwide	Nationwide	Nationwide
Specialist Referral	No referral required	No referral required	No referral required	No referral required
Deductible <sup>10</sup>				
Individual	\$0	\$0	\$0	\$200
Family	\$0	\$0	\$0	\$500
Coinsurance	10% <sup>11</sup>	10% <sup>11</sup>	10% <sup>11</sup>	20% after deductible
Coinsurance Out-of-Pocket Maximum				
Individual	\$400	\$400	\$800	\$2,000
Family	\$1,000	\$1,000	\$2,000	\$5,000
Total Out-of-Pocket Maximum (Copay+Deductible+Coinsurance)				
Individual	\$6,960	\$6,960	\$6,960	\$6,960
Family	\$13,920	\$13,920	\$13,920	\$13,920
<b>HEALTH CARE SERVICES</b>				
Primary Care Office Visit	\$15	\$15	\$20	\$20
Annual Routine Physical (In-Network Only)	\$0	\$0	\$0	\$0
Direct Primary Care (DPC) Doctors Office	\$0	\$0	\$0	\$0
Horizon CareOnline (Telemedicine)	Cost share may apply	Cost share may apply	Cost share may apply	Cost share may apply
Specialist Office Visit	\$15	\$25	\$30/adult, \$20/child <sup>12</sup>	\$35
Annual Routine Vision (In-Network Only)	\$15	\$25	\$30/adult, \$20/child <sup>12</sup>	\$35
Chiropractic <sup>13</sup>	\$15	\$25	\$30/adult, \$20/child <sup>12</sup>	\$35
Physical/Occupational/Speech Therapy <sup>14</sup>	\$15	\$25	\$30/adult, \$20/child <sup>12</sup>	\$35 office visit/ 20% after deductible at an outpatient facility
<b>DIAGNOSTIC LABORATORY<sup>15</sup>/RADIOLOGY/ADVANCED IMAGING</b>				
Outpatient Laboratory/Radiology/Advanced Imaging	\$0	\$0	\$0	20% after deductible
Freestanding Laboratory/Radiology/Advanced Imaging	\$0	\$0	\$0	20% after deductible
<b>EMERGENCY/URGENT MEDICAL SERVICES</b>				
Urgent Care Center	\$15	\$25	\$30/adult, \$20/child <sup>12</sup>	\$35
Emergency Room	\$100 <sup>11</sup>	\$100 <sup>11</sup>	\$125	\$300
Ambulance	10%	10%	10%	20% after deductible
<b>OTHER SERVICES</b>				
Inpatient Facility	\$0	\$0	\$0	20% after deductible
Outpatient Facility	\$0	\$0	\$0	20% after deductible
Outpatient Behavioral Health	\$15	\$25	\$30/adult, \$20/child <sup>12</sup>	\$35 office visit/ 20% after deductible at an outpatient facility
Durable Medical Equipment (DME)	10%	10%	10%	20% after deductible
<b>OUT-OF-NETWORK (OON):<sup>12</sup></b>				
Deductible - Individual	\$100	\$100	\$200	\$800
Deductible - Family	\$250	\$250	\$500	\$2,000
Coinsurance after Deductible	30%	30%	30%	40%
Out-of-Pocket Coinsurance Maximum - Individual	\$2,000	\$2,000	\$5,000	\$6,500
Out-of-Pocket Coinsurance Maximum - Family	\$5,000	\$5,000	\$12,500	\$13,000
Inpatient Hospital Deductible	\$200/stay	\$200/stay	\$500/stay	\$600/stay

<sup>10</sup> In-network copayment applies to children under 19 and physician referrals.

<sup>11</sup> \$50 per admission does not apply to organ transplant, hospice or organ and tissue donation health care services.

<sup>12</sup> Out-of-network rates based on NJ DIRECT and NJ DIRECT2012: 125% of CMS (Center for Medicare & Medicaid Services) fee schedule for 90% percentage of Allowed Amount for a PPO health plan with an out-of-network benefit. All plans with an out-of-network benefit also have specified dollar limits for out-of-network charges for: (1) Physical Therapy (PT) and acupuncture (AC).

<sup>13</sup> Out-of-network deductible is combined with in-network deductible.

<sup>14</sup> Refers to physical visit state of New Jersey provisions for information regarding available services.

<sup>15</sup> This is not a complete list of all covered services. Exclusions and limitations apply to some services. Visit [state.nj.us/treasury/benefit/member/guidebooks.html](http://state.nj.us/treasury/benefit/member/guidebooks.html) for more information.

This document is for informational purposes only and does not constitute a binding agreement. The information provided by this document is not intended to replace or modify the terms, conditions, limitations and exclusions contained within the health plan issued or administered by Horizon. In the event of a conflict between the information contained in this document and your plan documents, your plan documents shall control.