

AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER, CAPE MAY COUNTY
AND
POLICEMAN'S BENEVOLENT ASSOCIATION OF NEW JERSEY
LOCAL #59

January 1, 2024 through December 31, 2027

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PREAMBLE

This Agreement entered into this _____ day of _____, 2025 by and between the Township of Lower, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter called the "Township" or "Employer") and Local #59, the New Jersey State Policemen's Benevolent Association, hereinafter called the ("P.B.A.").

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject to negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

In the event the invalid provision afford a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal cost.

ARTICLE 1 – RECOGNITION: DEFINITIONS

- A. The Township hereby recognized the P.B.A. as the exclusive majority representative for all Patrolmen and Sergeants in the Police Department of the Township of Lower within the meaning of the New Jersey Employer - Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.
- B. When used in this Agreement, the following capitalized terms shall have the meanings set forth below:
 - a. "Act" shall mean the New Jersey Employer-Employee Relations Act, N.J.S.A 34:13A-1 et seq.
 - b. " Township Code" shall mean Chapter II of "revised General Ordinances" of the Township of Lower, 1974 (hereinafter also referred to as the "General Ordinances").
 - c. "Chief" shall mean the Chief of the Department with those duties and responsibilities as set forth in the Township's Administrative Code.
 - d. "Department" shall mean the Township of Lower Police Department.
 - e. "Police Headquarters" shall mean the main office for the Department located at the Cape May County Airport complex in Lower Township, New Jersey.
 - f. "Police Officer(s)", Member(s), and/or Employee(s) shall mean all Patrolmen and Sergeants of the Department. These terms shall also be defined to include the plural as well as the singular and to include males and females.

ARTICLE 2 – LEGAL REFERENCE

A. Nothing contained herein shall be construed to deny or restrict to any Police Officer such rights as he may have under any other applicable laws and regulations. The rights granted the Police Officer hereunder shall be deemed to be in addition to those provided elsewhere.

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

ARTICLE 3 – MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitations, 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. 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 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, regulations and practices 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.

ARTICLE 4 – P.B.A. REPRESENTATIVES

- A. The Township agrees to grant time off, not to exceed one week to any employee designated by the P.B.A. to attend P.B.A. Local 59, State and International meetings or conventions provided 72 hours written notice is given to the Chief by the P.B.A. No more than one member shall be granted time off at any one time. Exceptions may be made to this notice requirement in case of an emergency.
- B. Accredited representatives of the P.B.A. may enter Police Headquarters or the Office of the Chief at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the P.B.A. decides to have its representatives enter the Police Headquarters or Office of the Chief, it will request such permission from the appropriate Township representatives and such permission will not be unreasonably withheld, as long as there is no interference with the normal operations of the business of Township government or with the normal duties of the Township's employees.
- C. During collective negotiations with the Township, authorized P.B.A. representatives, not to exceed two, shall be excused from their normal work duties to participate in mutually scheduled collective negotiation sessions that are reasonable and necessary and shall suffer no loss of regular pay.
- D. Each member of the P.B.A. collective bargaining committee shall be provided a copy of the present contract in its entirety.

ARTICLE 5 – RETIREMENT

- A. Employees shall retain all pension rights under the New Jersey law and General Ordinances, as defined in Article I.
- B. Just prior to retirement, an Employee shall receive in a lump sum, all unused vacation time which has accumulated in the year of retirement and immediately preceding calendar year, together with all compensatory or other time off due him, or time off at the Employees' option but, in either case, subject to approval of the Chief of Police and the Township Manager. If the lump sum option is not approved, the Employee shall be paid the amount due in equal monthly installments over a period not to exceed 12 months. For purposes of this paragraph B, other time off shall not include terminal leave set forth in paragraph C below of this Article 5.
- C. Upon regular retirement, an Employee will receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days. The Employee shall have the option to be paid the accumulated sick leave (i) in a lump sum in cash (subject to the limitations set forth in Paragraph E below) or (ii) as regularly scheduled pay checks until fully exhausted. For Employees hired on or after January 1, 2000, the maximum terminal leave benefit will be \$12,000.00, which shall be increased to \$15,000.00 effective January 1, 2007.
- D. Each retiring employee shall notify the Township of their intention to retire 30 days prior to January 1 of the year of retirement, except in an emergency. If the employee fails to notify the Township of his intent to retire prior to January 1 of the year of retirement, the Township shall have the right to defer payment of amounts due pursuant to Paragraphs B and C of this Article 5 until the next succeeding calendar year, but no later than March 1 of such succeeding calendar year.
- E. The Employee shall have the option to defer the receipt of the amounts due pursuant to Paragraphs B and C of this Article 5, in whole or in part, to the next succeeding calendar year after retirement by notifying the Township, not less than 30 days prior to retirement.
- F. If an Employee desires to cease work prior to his/her official retirement date and also desires to utilize vacation leave, personal days, terminal leave (pursuant to Paragraph C of this Article) and compensatory time that has been accrued and earned as of the date the Employee ceases work, the Employee shall provide written notice to the Manager of his/her intention to do so. Upon the Manager's approval, the Employee shall continue to receive such paid leave benefits in regularly scheduled installments up to the earlier of the official date of retirement or until such leave benefits are exhausted; provided, however, that no additional paid leave benefits shall accrue after the date the Employee ceases work. This provision shall be effective March 1, 2009.
- G. If an Employee pending retirement continues to receive paid leave pursuant to Paragraph F of Article 5, such Employee shall not be subject to any provision requiring the "recall"

of Employees to work. Such Employee shall also not be subject to firearms qualification or drug testing unless otherwise mandated by federal or state law.

ARTICLE 6 – LEAVE OF ABSENCE

- A. Family/Medical Leave of Absence will be granted in accordance with the provisions of the Federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA") and the regulations promulgated thereunder. Under the provisions of these statutes, the Employee is entitled to twelve (12) weeks of leave during a twelve (12) month period, which leave may be extended at the request of the Employee, upon good cause shown, for up to a total of six (6) additional months (excluding the initial twelve (12) week period). The Employee shall be entitled to leave for the Employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, the Employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the Employer will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. If the Employee takes FMLA or NJFLA Leave, the Employee may, at the Employee's option use accrued sick leave, vacation and other administrative leave during the FMLA or NJFLA Leave. The Employer retains all rights to require proper certification from a healthcare provider pursuant to all Applicable Laws. Any other leave of absence shall be granted in the sole and absolute discretion of the Township Manager and shall not be for a period in excess of six (6) months.
- B. Any unpaid leave of absence granted because of illness or disability will not result in cessation of insurance, health and welfare benefits set forth in Article 12. The Employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.
- C. As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have sole discretion to determine if such leave will result in a cessation of insurance, health and welfare benefits during such leave of absence. The Employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.
- D. Unless otherwise specifically set forth in this Agreement to the contrary, all of the provisions of the New Jersey Department of Personnel Regulations concerning leaves of absence, as set forth in Title 4A of the New Jersey Administrative Code, Chapter 6, Subchapter 1, as applied to State service, shall apply to the P.B.A.
- E. Before an Employee goes on FMLA or NJFLA Leave without pay, the Employee shall be entitled to use of all sick, vacation and personal days which have been credited to the Employee at the beginning of the year. The Employee also acknowledges that sick, vacation and personal days are not earned during an FMLA or NJFLA Leave or any other unpaid leave of absence. Accordingly, [i] if an Employee on such leave does not return to work, he shall reimburse the Employer for the paid sick, vacation and personal days used in excess of his prorated entitlements as set forth in Paragraphs 9F,

11E and 15C of this Agreement, or [ii] if an Employee on such leave does return to work, the sick, vacation, and personal days to be credited in the future shall be reduced by such days used in excess of his prorated entitlements.

ARTICLE 7 – DEDUCTION FROM SALARY

- A. The Township agrees to deduct from the salaries of the Employees, subject to this Agreement, dues for the P.B.A. Such deductions will be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies together with records of any collections shall be transmitted to the P.B.A. office during each month following the monthly pay period in which deductions were made.
- B. If during the life of the Agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the Township written notice in a timely manner, prior to the effective date of such change and shall furnish to the Township new authorization from its members showing the authorized deduction for each Employee.
- C. The P.B.A. will provide the necessary "check-off authorization" cards submitted by the P.B.A. to the Township.

ARTICLE 8 – WORK WEEK – OVERTIME

- A. For the purposes of this Article, a work-period shall be defined as a 28 day period commencing 12:01 a.m. on Sunday morning and ending 28 days later at 11:59 p.m. Saturday night. If the Township is determined to have a non-negotiable managerial prerogative to return to an eight-hour work day, the Employees shall work 21 eight-hour work days, totaling 168 hours, during each 28 day work-period. The exact days and hours to be worked hereunder and under Paragraph D below shall be determined by the Township. There shall be no overtime hereunder or under Paragraph D below unless an Employee works in excess of 168 hours for any 28 Day work-period.
- B. If an Employee is called to duty on his day off, he shall be paid for all hours worked at time and one half rates and be guaranteed two hours minimum. The Township shall have the right to retain the Employee on the job for the entire minimum period.
- C. Each Employee shall have the option to take compensatory time ("Comp Time") up to a limit of 480 hours in lieu of payment at the rate of time and one-half the Employee's pay for overtime accrued as "operational overtime." Comp Time shall be accrued at the rate of one and one-half hour Comp Time for one hour of overtime worked. For the purposes of this Article, operation overtime shall be defined as overtime accrued through recall to duty or from working more than eight hours per shift. The "extra days" as defined above may not be utilized as Comp Time. Comp Time under this paragraph may be granted or withheld in sole discretion of the Chief of Police. In the event that Comp Time is denied by the Chief, the Employee shall be compelled to accept regular overtime pay in lieu thereof.
- D. The work schedule shall remain as changed on February 13, 2001. That work schedule shall be described as having a 28 day work cycle, totaling 168 hours based upon twelve (12) hour work days requiring fourteen (14) twelve-hour work days for each 28 day work-period. All references in this Agreement to vacation, sick, personal and other days of leave shall be converted to hours, such that every 8 hours equals one day. In the event that the Township asserts that it has a non-negotiable managerial prerogative under existing case law to effectuate change in this work schedule, nothing herein shall be construed to constitute a waiver of its non-negotiable managerial prerogatives.

ARTICLE 9 – VACATIONS

- A. Each Police Officer shall be permitted to exercise his annual vacation period between January 1 and June 30 and the first Tuesday after Labor Day and December 31, excepts as set forth in Paragraph B below.
- B. All Police Officers will be permitted to take vacation between June 30 and the first Tuesday after Labor Day; vacation shall not be longer than one six day week and shall not be taken when the officer is working the 4:00 p.m. to 12:00 p.m. (midnight) tour. Disputes concerning summer vacations shall be grievable but not arbitrable.
- C. The annual vacation period for Police Officers shall be as follows:
- | | |
|---|------------------------|
| Up to the first year of working service | 1 day per month worked |
| After 1 year and up to 5 years | 12 working days |
| After 5 years and up to 10 years | 15 working days |
| After 10 years and up to 15 years | 20 working days |
| After 15 years | 25 working days |
- D. Vacation leave must be taken during the calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of the pressure of work. Any vacation leave accruing in any calendar year after 1981 which is unused by an Employee within that calendar year must be used within the following year or it shall be lost to the Employee.
- E. Effective January 1, 2007, Vacation leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the Employer shall recover the prorated value of vacation leave, and if the Employee utilizes more leave than is earned, he shall be required to reimburse the Employer for the value of the used, but unearned, leave. For the purpose hereof, the prorated value of the vacation leave shall be determined by [i] dividing the number 52 into the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then [ii] multiplying such fraction by the total number of vacation days credited at the beginning of such year, and then [iii] subtracting the vacation days used in such year.

ARTICLE 10 – HOLIDAYS

A. Employees shall be entitled to the following 14 holidays:

New Years Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Juneteenth
Fourth of July
Labor Day
Columbus Day
General Election
Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Day

Except for Columbus Day, the Holidays shall be compensated by granting equal compensatory time off, to be taken at the Township's discretion within the vacation period and may only be carried over pursuant to the terms of Article 9, Paragraph D.

- B. Officers actually working on the above legal holidays will receive compensation for that day's work at the rate of time and one-half of the Employee's straight time pay.
- C. When there is any unscheduled closing of the Township Municipal Hall where other Township employees are paid for that time, officers actually working on that day will be compensated for any hours of closing in compensatory time at the straight time rate. Should a holiday be declared, not listed in Paragraph A of this Article, those Employees who work on said declared holiday shall be given equivalent compensatory time in lieu of the holiday. Unscheduled closings shall not be intended to include any situation where a legal holiday or any of the legal holidays listed above falls on a Saturday or Sunday, thereby necessitating the observance of such holiday on the preceding Friday or subsequent Monday.

ARTICLE 11 – SICK LEAVE

A. Service Credit for Sick Leave.

- (i) All permanent Employees shall be entitled to sick leave with pay based on their aggregate years of service.
- (ii) Sick leave may be utilized by employees who are unable to work because of:
 - 1. Personal illness or injury (see *N.J.A.C. 4A:6-21B* for Federal family and medical leave); or
 - 2. Exposure to contagious disease (see *N.J.A.C. 4A:6-1.21B* for Federal family and medical leave); or
 - 3. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (see *N.J.A.C. 4A:1-1.3* for definition of immediate family, see *N.J.A.C. 4A:6-1.21A* for family leave under State law and see *N.J.A.C. 4A:6-1.21B* for Federal family and medical leave); or
 - 4. Death in the employee's immediate family, for a reasonable period of time; or
 - 5. Sick leave may be used by an employee with a disability for absences related to the acquisition or use of an aid for the disability when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the appointing authority; or
 - 6. Any additional use of sick leave provided for by New Jersey Law, Federal Law and/or Township Ordinances and Code.
- (iii) If an Employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform the duties, as certified by the Township's and Employee's own doctor. Such payment shall be discontinued when an employee is placed on disability or pension.

B. Amount of Sick Leave.

- (i) The minimum sick leave with pay shall accrue to any full-time Employee on the basis of 15 days per year.
- (ii) Any amount of sick leave allowance not used in any calendar year shall accumulate to the Employee's credit from year to year to be used if and when needed for such purpose.
- (iii) An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the Township shall certify to the Department of Civil Service, the Employee's accumulated sick leave which shall be made part of the Employee's record.

C. Reporting of Absence on Sick Leave.

- (i) If an Employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the Employee's starting time.
- (ii) Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- (iii) Absence without notice for five (5) consecutive days shall constitute job abandonment resulting in a resignation not in good standing pursuant to *NJAC 4A:2-6.2*.

D. Verification of Sick Leave.

- (i) An Employee who shall be absent on sick leave for three or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an Employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
- (ii) In case of leave of absence due to exposure of contagious disease, a certificate from the New Jersey Department of Health shall be required.
- (iii) The Township may require an Employee who has been absent because of personal illness, as a condition of his return to duty be examined, at the expense of the Township by a physician of the Employee's choice, or Township's choice. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees of the Township.

- E. Effective January 1, 2007, Sick leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the Employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the Employer shall recover the prorated value of sick leave, and if the Employee utilizes more leave than is earned, he shall be required to reimburse the Employer for the value of the used, but unearned leave. For the purposes hereof, the prorated value of the sick leave shall be determined by (i) dividing the number 52 into the number of full weeks in such years as of the date of such termination of employment, leave or change in status, then (ii) Multiplying such fraction by the total number of sick days credited at the beginning of such year, and then (iii) subtracting the sick days used in such year.

ARTICLE 12 – INSURANCE, HEALTH & WELFARE

- A. 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.
- i. The New Jersey State Health Plan NJ Direct 2030 shall remain the base plan. The Parties seek to allow for the Township to provide an alternative method of insurance coverage with the same level of health benefits to employees with cost savings to both parties. To accomplish this, the Parties agree that if the Township provides a 2035 plan with an HRA card, the PBA shall accept and use the New Jersey State Health Plan NJ Direct 2035 coverage combined with an HRA card to pay for employee out of pocket costs as long as employees have at least the same coverage, networks and out of pocket costs that would be realized by employees if they were in the New Jersey State Health Plan NJ Direct 2030 plan. In the event the Township cannot offer New Jersey State Health Plan NJ Direct 2035 coverage combined with an HRA card to pay for employee out of pocket costs so that employees have at least the same coverage, networks and out of pocket costs that would be realized by employees if they were in the New Jersey State Health Plan NJ Direct 2030 plan, employees shall be put back in the New Jersey State Health Plan NJ Direct 2030 plan. The Township reserves the right to change the third party administrators and/or health plans as long as the benefit levels provided (including retirees) are equal to or greater than the New Jersey State Health Plan NJ Direct 2030 (#052). See attached **Schedule C**. The Township agrees that should the change result in less coverage, the Township will make up the difference to the affected individual.
- ii. A prescription drug plan equal to or greater than the New Jersey State Health Plan NJ Direct 2030 (#052) prescription plan (The Township may maintain the current #206 plan if the #52 plan is unavailable through SHBP). See attached **Schedule C**.
- iii. Dental plan with payment limitations as follows:
- | | | |
|-------|---|------|
| i. | Preventative maintenance, etc. | 100% |
| ii. | Diagnostic | 85% |
| iii. | Restorative Treatment | 85% |
| iv. | Endodontics and periodontics | 85% |
| v. | Orthodontics | 85% |
| vi. | Prosthodontics-fixed and removed | 85% |
| vii. | Oral surgery-includes extraction and other oral | |
| viii. | Surgery procedures usually employed by a | |
| ix. | Dentist, including pre and post-operative care | 85% |

- x. Maximum benefit: \$1,300 per person per calendar year; \$3,100 lifetime maximum per person for orthodontic service, for the term of this Agreement. There shall be a zero deductible
 - iv. 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:

i. Vision Analysis	\$145
ii. Single Vision Lenses	\$135
iii. Bifocal Lenses	\$150
iv. Multi Focal Lenses	\$165
v. Contact Lenses	\$175
vi. Frames	\$150
 - v. These benefits start, in their amended form, as soon as practicable after execution of this Agreement by both parties, and will continue for the life of this Agreement and thereafter unless otherwise negotiated, subject to the provision of Paragraph D below.
- B. The Township shall provide the following SHBP retiree health benefit coverage for retired Employee up to 65 years age or whenever the retired Employee is first eligible for Medicare:
 - i. Eligibility
 - a. Employee retires before age 62 with at least 20 years service with the Township and 25 years of service credit as required under N.J.S.A. 40A:10-23 and/or N.J.S.A. 52:14-17.38.
 - b. Coverage is for the retired Employee, spouse and eligible dependents until Medicare eligibility. "Eligible dependents" are determined pursuant to applicable law and the terms of this agreement. See Section "A" of this Article. In the event of a retired employee's death, the spouse will continue to receive the described benefits until remarriage or Medicare eligibility. Upon retired employee's death, dependents receiving benefits will continue to receive the same until they are ineligible due to age or otherwise. .
 - c. Employee receives an accidental disability retirement and/or ordinary disability retirement resulting from an on-the-job injury.
 - ii. Benefits

All benefits set forth in Paragraph A[i] through A[v] above except, retirees shall be enrolled in the SHBP NJ Direct 2030 for retirees. See Schedule E.
 - iii. Coordination of Benefits.

If the retired Employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be secondary insurer. When the Employee is no longer employed by the subsequent employer, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section. If the retired Employee's spouse has or takes another job which provides health benefits, the Employee's spouse may or may not accept primary health benefits from such employer. If he/she accepts such benefits, the Township will be the secondary insurer. The failure of the spouse to accept primary health benefits under his/her employer shall result in a waiver of health benefits by such spouse hereunder. In the event the Employee's spouse is no longer employed, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section.

C. The Township shall provide the following health benefits coverage for retired Employees who have reached Medicare eligibility.

(i) Eligibility

- a. Employee retired with at least 20 years service with the Township, not necessarily continuous, and 25 years of service credit as required under N.J.S.A. 40A:10-23 at the time of retirement.
- b. Employee retired at age 65 or older but less than 15 years service with the Township, shall be allowed to participate in any Township group plans for supplemental Medicare Insurance (if the Township provides one) and prescription program as long as the Employee pays the premiums.
- c. Coverage is for retired Employee and spouse, both of who have reached Medicare eligibility. When either Employee or spouse reaches Medicare eligibility, the other will continue to receive coverage as described under Paragraph B, until he/she also reaches Medicare eligibility. In the event of a retired Employee's death, the spouse will continue to receive the described benefits until remarriage. Upon a retired employee's death, the employee's eligible dependents receiving benefits will continue to receive the same (at retiree co-pay rates) until they are ineligible due to age or otherwise. "Eligible dependents" are determined pursuant to applicable law and the terms of this agreement. See Section "A" of this Article.
- d. Employee receives an accidental disability retirement or receives an ordinary disability retirement from an on-the-job injury.

(ii) The Township shall provide health benefits to retirees age 65 and over as follows:

- a. The retiree may choose not to enroll in the Supplemental Plan maintained by the Township, in which case the retiree shall be paid the sum determined below respectively to defer the cost of obtaining alternate health insurance. If married, the spouse is Medicare eligible, an additional sum of the same amount shall be paid for the retiree's spouse. Such amounts shall be adjusted annually as follows:

2024 - \$\$1,167.84

2025 - \$\$1,167.84

2026 - \$1,167.84

2027- \$1,167.84

- b. Regardless of whether or not the retiree elects to participate in the group health insurance plan maintained by the Township, the Township shall maintain coverage for Medicare eligible retirees and spouse in the Township's vision, dental and prescription plans, to the extent benefits are not duplicated.
- (iii) If retired Employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be the secondary insurer. When the employee is no longer employed by the subsequent employer, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section. If the retired Employee's spouse has or takes another job which provides health benefits, the Employee's spouse may or may not accept primary health benefits from such employer. If she/he accepts such benefits, the Township will be the secondary insurer. The failure of the spouse to accept primary health benefits from his/her employer shall result in a waiver of health benefits by such spouse hereunder. In the event the Employee's spouse is no longer employed, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section.
- D. The Township reserves the right to change the third party administrators and/or health plans as long as the benefit levels set forth in this Article (including retirees) are equal or greater. The Township agrees that should the change result in less coverage, the Township will make up the difference to the affected individual.
- E. When both husband and wife are Township Employees, family coverage will be provided under only one contract, with the supplemental benefit of 100% coverage for vision and dental, and 100% reimbursement of in-and out-of-network deductibles and copayments.
- F. The provisions under this Agreement do not affect the health benefits coverages of Employees who retire prior to the effective date of this Agreement, all of which

benefits are to be determined by prior contracts in effect at the time of the retirement; provided, however, that prior retirees may opt for coverage under the terms of this Agreement during the enrollment period, as long as they meet the eligibility criteria contained herein.

- G. The Township shall continue to provide a \$25,000 life insurance policy on the active Employee's life only, in addition to the insurance provided by the State pension plan.
- H. Whenever a police officer is a defendant in any action or legal proceeding arising out of, or incidental to the performance of his duties, the governing body of the Township, subject to the limitations set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., shall provide said Police Officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding institute by or on the complaint of the Township shall be dismissed or finally determined in favor of the Police Officer, he shall be reimbursed for the expense of his defense. In the event that this Paragraph is brought into effect, the Police Officer involved shall request legal representation from the Township in writing as soon as he is a defendant in such action. Within five days, the Township will respond in writing assigning the Police Officer's legal representation. If the affected Police Officer objects to the assigned legal representative, he may request a meeting with the Township's Manager and Solicitor in order to discuss and resolve any issues regarding the representation.

In the event a Police Officer is killed in the line of duty, health insurance coverage for his surviving spouse shall be continued until remarriage of such spouse, and for any surviving children until they would have been no longer eligible had the death not occurred. This coverage shall include any and all health insurance benefits subsequently negotiated by the P.B.A. for its members.

- I. When the Employee is required to use his own vehicle, he shall be compensated at the mileage rate published by the Internal Revenue Service plus tolls.
- J. Should the Township exercise their statutory right under P.L. 2010, c.2 (S-3) to provide payment to employees who seek to opt-out of the Employer's health benefit insurance, the Township will pay police officers 50% of this amount by July 15 and the balance by January 15. Should the Township decide to change the amount of opt-out payment or eliminate the same, the PBA will be provided notice 30 days prior to open enrollment.
- K. No less than 30 days to open enrollment, or as soon as practicable after their release, the Township will provide the PBA with health insurance rates for all available medical and prescription plans.

ARTICLE 13 – EXCHANGE OF DAYS OFF

The Chief, or his designee, may grant the request of any permanent Member of the Department, to exchange hours, duties or days off. Such requests, if granted, shall be on a uniform basis with standard rules and regulation established by the Chief and applying to all permanent members of the Department who make such requests. Such requests may not be arbitrarily or unreasonably withheld.

ARTICLE 14 – CLOTHING ALLOWANCE

A. Each Police Officer shall have a complement of the following uniforms and equipment:

<u>UNIFORM AND EQUIPMENT ISSUE LIST</u>			
ITEM	INITIAL	AFTER ACADEMY GRADUATION	REQUIRED
Overcoat	1	1	1
Jacket	1	2	2
Shirt L.S.	3	2	5
Shirt S.S.	3	3	6
Pants-Winter	3	2	5
Pants-Summer	3	2	5
Hat Uniform	1	2	2
Cap-Fur	1		1
Cap-Tactical	1		1
Neckties	3		3
Raincoat w/Cap Cover	1		1
Jumpsuit Tactical	1		2
Vest Protective	1		1
Cool-Shirt	2		2
Sam Brown Belt Complete	1		1
Pistol Automatic	1		1
Flashlight SI-20	1		1
Boots-Rain	1		1
Badge	3		3
Shield	2		2
Name Tag	2		2
Whistle w/Chain	1		1
Tote Bag	1		1
Handler 12	1		1
Gas Mask	1		1
Shoes	2	1	3
Handcuffs	1		1
Sweater	1		1
Mace	1		As needed

Any item included in the list above will be replaced by the Township upon proof of the item's disrepair or upon proof that the item is worn out. 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 officer performance, the item shall be immediately replaced by the Township.

B. Each uniformed Police Officer shall receive a yearly allowance for his purchase of the items listed below:

- Binoculars
- Glasses (sun)
- Jacket Badges
- Off-Duty Holsters
- Gun Cleaning Kit
- Summons Book Cover
- Metal Clip Boards
- 9mm and 12 Gauge Ammunition
- Police Tote Bag
- Cool Shirts
- I.D. Wallets
- Business Cards
- Riot Helmets (police type)
- New Jersey Statute Books (criminal law)

The allowance may be carried over into the following year, but all funds not expended within 24 months of date of appropriation are forfeited. The allowance for each year during this Agreement shall be \$150.00.

- C. A committee shall be appointed for the purpose of determining the need to replace any uniform or equipment under Paragraph A. This committee shall consist of a Patrolman, a Sergeant, the Chief or his designee. This committee shall meet quarterly when the Police Officer in charge of issuing equipment and the Patrolmen cannot agree whether an item need be replaced. The committee shall also determine whether an item should be added or deleted from Paragraph B.
- D. The Township shall provide an additional equipment allowance annually to Police Officers assigned to detectives for the acquisition of all equipment and footgear utilized in the course of their duties. The allowance shall be \$900.00 per year.
- E. The Township shall provide the necessary police equipment to attend the police academy, with the understanding the articles such as sheets, pillow cases, blankets, etc. will be laundered and kept as property of the Township for future use. The police academy will provide a list of necessary articles to attend the academy.

ARTICLE 15 – TIME OFF

- A. Each Employee shall be granted 6 personal days off annually with no loss of compensation. These days shall be requested at least 72 hours before the requested time off. Requests for such time off shall not be unreasonably denied.
- B. All personal days must be used in the calendar year earned and will not be carried over to any succeeding calendar year.
- C. Effective January 1, 2007, personal leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the Employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the Employer shall recover the prorated value of personal leave, and if the Employee utilizes more leave than is earned, he shall be required to reimburse the Employer for the value of the used, but unearned leave. For the purposes hereof, the prorated value of the personal leave shall be determined by (i) dividing the number 52 into the number of full weeks in such years as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of personal days credited at the beginning of such year, and then (iii) subtracting the personal days used in such year.

ARTICLE 16 – GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure, the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of Police Officers.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief.

B. Definition.

1. For the purposes of Steps One, Two and Three of Paragraph C as set forth below, the term "grievance" shall be defined to mean any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions affecting a member of a bargaining unit.
2. For the purposes of Step Four of Paragraph C as set forth below, the term "grievance" shall be defined to mean any controversy arising from the interpretation or adherence to the terms and conditions of this Agreement.
3. Any grievance may be raised by any member of the bargaining unit or by the P.B.A. P.B.A. 59 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.
4. In relation to the grievance procedure as outlined in Subsection C infra, the term "working days" are defined as the time period from Monday through Friday inclusive.

C. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

(i) Step One:

- a. An aggrieved Employee shall institute action under the provisions hereof within 30 working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and the Chief or his designee, for the purpose of

resolving the matter informally. Failure to act within the said 30 working days shall be deemed to constitute an abandonment of the grievance.

- b. The Chief or his designee, shall render a decision within 10 working days after receipt of the grievance.

(ii) Step Two:

- a. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the P.B.A. and signed by the aggrieved and filed with the Township's Manager within 10 working days following the determination of the Chief.
- b. The Township's Manager, or his representative, shall render a decision within 10 working days from the receipt of the grievance.

(iii) Step Three:

- a. In the event the grievance has not been resolved through Step Two, then within 10 working days following the determination of the Township Manager, the matter may be submitted to the Township Council.
- b. The Township Council shall review the matter and make a determination within 10 working days from the receipt of the grievance.

(iv) Step Four:

- a. If the grievance is not settled through Steps One, Two or Three, either party may refer the matter to the Public Employment Relations Commission ("PERC") within 10 working days after the determination by the Township Council. An arbitrator shall be selected pursuant to the Rules of PERC.
- b. No arbitration hearing shall be scheduled sooner than 30 calendar days after the final decision of the Township Council. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The PBA shall pay whatever costs may have been incurred in processing the case to arbitration.

- c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding upon the parties.
- d. The costs for the services of the arbitrator shall be borne equally between the Township and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

D. Miscellaneous.

- (i) A grievance may be instituted at the lowest step having the power to resolve it.
- (ii) Failure to respond to any step in this procedure by the Township shall be determined to be a negative response, and upon the termination of the applicable time limits, the grievant may proceed to the next step.
- (iii) **PBA 59 Authority in Arbitration Matters.** Notwithstanding the right of any employee of the bargaining unit to assert a grievance, P.B.A. 59 shall have the sole and exclusive right to decide and act on issues involving: filing for arbitration, resolving matters subject to pending arbitration, withdrawing an arbitration matter, and filing an appeal of an arbitration decision pursuant to *N.J.S.A. 34:13A-62*. In the event a law supersedes this provision and requires control of arbitration by a specific employee without Union authorization and the employee seeks to pay for costs to arbitrate their own grievance, the employee shall notify the Union and the Employer in writing asserting the legal authority superseding *N.J.S.A. 34:13A-62* with written confirmation to the Union and the Employer that the costs for arbitration attributed to the Union pursuant to this article shall be borne directly, solely and entirely by the employee.

E. No Strike Pledge.

The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its Members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any Employee from his position, or stoppage or work or abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout or other illegal action which interferes with the full and complete normal operation of the

government of the Township. The PBA agrees that such action would constitute a material breach of this Agreement.

ARTICLE 17–

[Article Intentionally Left Blank and Preserved for Future Use]

ARTICLE 18 – PERMISSION TO LEAVE THE TOWNSHIP

The Employee may leave the Township during time off without receiving permission unless instructed otherwise during any specific emergency situation.

ARTICLE 19 – WAGES

A. The wages for all employees shall be as provided in the guides attached hereto in **Schedules A and Schedule B**. The guide shall increase January 1st of each year based upon **Schedule A**, and annual officer movement on the guide shall occur on each officers' anniversary date. All Officers on the salary guide shall move one step each year of this agreement.

Sergeants' salaries shall be as follows:

In each year of this agreement the Sergeants' salaries shall be as set forth in the attached **Schedule A** or 8.36 percent greater than the highest salary in the attached guide for patrol officers, whichever is higher.

B. Sergeants and Officers shall be paid pursuant to the attached wage guide in **Schedules A and B** and in accordance with the terms of this agreement. Officers Nuscis, Micciche, and Saini shall have anniversary dates of Jan. 20 for salary and step movement purposes. Officers Greto, Gamble and Kevin Boyle shall have anniversary dates of Jan. 1 for salary and step movement purposes. All Officers shall move one step on the guide annually until they reach the maximum step. Wage increases resulting from this agreement shall apply retroactively for all current employees (as of the execution date of this agreement) and for employees that retired in a manner recognized by PFRS during the term of this agreement.

C. Sergeant's compensation upon promotion shall be set upon promotion at the higher of (1) the rate set forth in **Schedule A**, (2) 8.36% above the employee's former compensation as a Patrolman, (3) 8.36% above the compensation of the then highest paid Patrolman.

D. Upon execution of this Agreement, all police officers working "extra duty" assignments shall be compensated at the rate of \$85.00 per hour and appropriate Township Ordinances, Resolutions and Codes shall be revised to reflect this rate of pay for extra duty assignment(s)."

E. For the purpose of Paragraph D above "compensation" shall not include longevity or any other additional stipend or benefit provided by this Agreement.

F. **Schedule C** attached hereto sets forth the anticipated base pay plus longevity of the employees currently covered by this agreement absent any promotions, demotions or other personnel changes.

ARTICLE 20 – COLLEGE CREDITS

- A. The Township shall pay for college credits taken as part of a program leading to an Associates or Bachelor's degree in police science in an accredited institution of higher learning in the amount of \$20.00 per college credit. Other credits in police related courses paid for during 1976 shall be paid for at a rate of \$10.00 per credit. Should a State law be passed providing additional money for such credits, the additional funds shall be added to the amounts paid by the Township.
- B. Where the Township requires an Employee to attend schooling and pays the tuition therefore, any college credits earned shall not be compensable under Paragraph A above.
- C. The maximum amount of this benefit to any one Employee in a calendar year, shall be \$1,000.00..

ARTICLE 21 – PROBATIONARY PERIOD

New Employees shall serve a probationary period of one calendar year. During said probationary period they shall be paid as if they were qualified first year Police Officers. For the purposes of seniority and longevity, the original date of hire shall be used provided the Employee has passed the Civil Service at that time.

ARTICLE 22 –

LAW ENFORCEMENT OFFICER LICENSE FEES.

All fees and costs for officers to obtain and renew police licenses shall be paid for by the Township. However, fees issued for late applications shall be paid by the employee when the employee has caused an application to be submitted late and fees issued for late applications shall be paid by the Township when the employer has caused an application to be submitted late. Classes for continuing education and training shall be paid for by the Township provided the classes for education and training have been approved by the Chief of Police.

ARTICLE 23 – COURT TIME

- A. Should it become necessary for any Employee to appear in any court when not on duty as a result of a matter arising out of his duties as a Police Officer, he shall be compensated at a rate of time and one-half pay for said appearance.
- B. There shall be a minimum of three (3) hours pay guaranteed for appearance at any court for any Police Officer who is required to come into court (other than Lower Township Municipal Court) on his day off. There shall also be a minimum of two (2) hours pay guaranteed for appearing at Lower Township Municipal Court for any Police Officer who is required to appear in said court unless said appearance occurs either within 30 minutes after the conclusion of his shift or occurs 30 minutes before commencement of his shift.

ARTICLE 24 – POLICE RIGHTS

- A. The Police Officers hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Township.
- B. The wide ranging powers and duties given to the Department and its members involve them in manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Department. These questions may require investigations by the Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
 - (i) The interrogation of a member of the Department shall be at a reasonable hour, within the light of all circumstances involved, preferable when a member of the Department is on duty.
 - (ii) The Police Officer shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the Police Officer shall be so advised. Sufficient information to reasonably appraise the member of the allegations should be provided. If it is known that the member of the Force is being interrogated as a witness only, he should be so informed at the initial contact.
 - (iii) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time should also be provided for personal necessities, meals, telephone calls and rest periods as are reasonable necessary.
 - (iv) The Police Officer should not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating Police Officer from informing the member of the possible consequences of his act.
 - (v) If a Police Officer is under arrest or is likely to be, that is, if he is the suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
 - (vi) If a Police Officer, as a result of an investigation is being charged with a violation of rules and regulations or is

about to be so charged, he shall be afforded an opportunity to consult with counsel, or P.B.A. representatives before any further interrogation.

- (vii) If any Police Officer is being charged with a violation of the rules and regulations, the preliminary notice of disciplinary action shall be filed with the Township's Clerk no later than 45 days from the date of the Township learns that said member has committed the violation in question in accordance with N.J.S.A. 40A:14-147. Failure to file said preliminary notice within the allotted 45 days shall act as a bar to the bringing of said charges.

ARTICLE 25 – FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject to negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

ARTICLE 26 – SEPARABILITY AND SAVINGS AND APPLICATION

- A. If any provision of the Agreement or any application of this Agreement to said employee or group of Employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal cost.

ARTICLE 27 – MAINTENANCE AND MODIFICATION OF WORK RULES

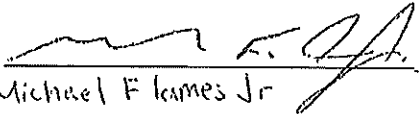
- A. All conditions of employment relating to wages, hours of work, and general working conditions contained in the rules and regulations of the Department, General Ordinances, or Resolutions of the Township pertaining to Police Officers, or directives from the office of the Chief, which are of universal application within the Department, currently in effect, shall be maintained for the life of this Agreement.
- B. Proposed new rules or modifications of existing rules governing working conditions, as set forth above, which are not exclusively within the discretion of management, shall be negotiated with the majority representative prior to implementation.

TERM AND RENEWAL

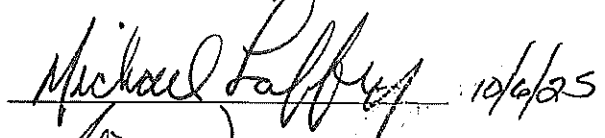
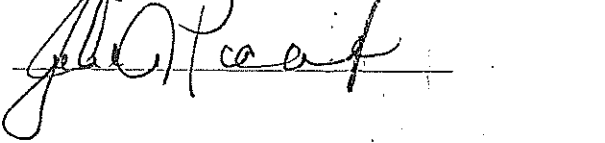
This Agreement shall be in full force and effect retroactive to January 1, 2024 and shall remain in effect to and including December 31, 2027 without any reopening except as to any provision specifically stated. Retroactive pay pursuant to this agreement shall be provided in a check separate from regular pay checks issued to the members. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 days nor later than 90 days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Lower, New Jersey on this 6 day of October 2025.

LOCAL #59 POLICEMAN'S
BENEVOLENT ASSOCIATION


Michael F James Jr

TOWNSHIP OF LOWER
LOWER TOWNSHIP, NEW JERSEY

 10/6/25


SCHEDULE A

	4%	4%	3%	3%
	2024	2025	2026	2027
1 \$	47,214.96	\$ 49,103.56	\$ 50,576.67	\$ 52,093.97
2 \$	51,386.40	\$ 53,441.86	\$ 55,045.11	\$ 56,696.47
3 \$	55,557.84	\$ 57,780.15	\$ 59,513.56	\$ 61,298.96
4 \$	59,730.32	\$ 62,119.53	\$ 63,983.12	\$ 65,902.61
5 \$	65,292.24	\$ 67,903.93	\$ 69,941.05	\$ 72,039.28
6 \$	70,854.16	\$ 73,688.33	\$ 75,898.98	\$ 78,175.95
7 \$	76,417.12	\$ 79,473.80	\$ 81,858.02	\$ 84,313.76
8 \$	80,589.60	\$ 83,813.18	\$ 86,327.58	\$ 88,917.41
9 \$	84,761.04	\$ 88,151.48	\$ 90,796.03	\$ 93,519.91
10 \$	88,933.52	\$ 92,490.86	\$ 95,265.59	\$ 98,123.55
11 \$	92,994.72	\$ 96,714.51	\$ 99,615.94	\$ 102,604.42
12 \$	97,276.40	\$ 101,167.46	\$ 104,202.48	\$ 107,328.55
13 \$	100,947.60	\$ 104,985.50	\$ 108,135.07	\$ 111,379.12
14 \$	104,607.36	\$ 108,791.65	\$ 112,055.40	\$ 115,417.07
15 \$	108,287.92	\$ 112,619.44	\$ 115,998.02	\$ 119,477.96
16 \$	111,958.08	\$ 116,436.40	\$ 119,929.50	\$ 123,527.38
SGTs	\$ 126,037.60	\$ 131,079.10	\$ 135,011.48	\$ 139,061.82

SCHEDULE B – OFFICER SPECIFIC SALARIES

9-13-24

Last Name, Suffix	First Name, Middle Initial		2024		2025	2026	2027
			Old Step at 1/1/24	Salary at 12/31/24	Salary at 12/31/25	Salary at 12/31/26	Salary at 12/31/27
BARTLESON JR	LOUIS W		10	88,933.62	96,714.51	104,202.48	111,379.12
BLACK-BOYLE	KAITLIN O		10	88,933.62	96,714.51	104,202.48	111,379.12
BOHN JR	DALLAS M		top	111,958.08	116,436.40	119,929.50	123,527.38
BOYLE	KYLE		9	84,761.04	92,490.66	99,615.94	107,328.55
BOYLE Jr	KEVIN		16	111,958.08	116,436.40	119,929.50	123,527.38
DANZE	ERIC		9	84,761.04	92,490.66	99,615.94	107,328.55
DUNN	PATRICK		4	59,730.32	67,903.93	75,898.98	84,313.76
ELWELL	JENNIFER M		top	111,958.08	116,436.40	119,929.50	123,527.38
FESSLER	ROBERT		top	111,958.08	116,436.40	119,929.50	123,527.38
FLITCROFT	STEPHEN		11	92,994.72	101,167.46	108,135.07	115,428.54
GAMBLE	MATTHEW R		16	111,958.08	116,436.40	119,929.50	123,527.38
GELLURA	SAMUEL		4	59,730.32	67,903.93	75,898.98	84,313.76
GINDVILLE	STEVEN		1	51,386.40	67,780.15	63,983.12	72,039.28
ELAM-HAMPTON	SILIBA		3	55,557.84	62,119.53	69,941.05	78,175.95
HARKIN, III	MICHAEL		6	70,854.16	79,473.80	86,327.58	93,519.91
HEGARTY	ADAM		9	84,761.04	92,490.66	99,615.94	107,328.55
JAMES JR	MICHAEL F		10	88,933.62	96,714.51	104,202.48	111,379.12
KOCIS	WILLIAM		8	80,589.60	88,151.48	95,265.59	102,604.42
MARROQUIN	ANTONIO		4	59,730.32	67,903.93	75,898.98	84,313.76
MATHIS	JAMES		8	80,589.60	88,151.48	95,265.59	102,604.42
MICCICHE	ANTHONY		9	84,761.04	92,490.66	99,615.94	107,328.55
MUSCIS	MICHAEL		9	84,761.04	92,490.66	99,615.94	107,328.55
O'BRIEN	KEVIN		6	70,854.16	79,473.80	86,327.58	93,519.91
OMROD	WILLIAM		7	76,417.12	83,813.18	90,795.03	98,123.55
PARKER	AUSTIN		5	65,292.24	73,686.33	81,855.02	88,917.41
PORCH	WILLIAM		7	76,417.12	83,813.18	90,795.03	98,123.55
PRATS	ANTHONY		4	59,730.32	67,903.93	75,898.98	84,313.76
REILLY	MATTHEW		3	55,557.84	62,119.53	69,941.05	78,175.95
SAINI	JORDAN		9	84,761.04	92,490.66	99,615.94	107,328.55
SHECK	JONATHAN		9	84,761.04	92,490.66	99,615.94	107,328.55
SHOUGH	THOMAS		6	70,854.16	79,473.80	86,327.58	93,519.91
VASSAR	CHRISTOPHER		4	59,730.32	67,903.93	75,898.98	84,313.76
WALKER	KENNETH		8	80,589.60	88,151.48	95,265.59	102,604.42
WHITE	ROBERT		1	51,386.40	67,780.15	63,983.12	72,039.28
*GIRARD	THOMAS			47,214.96	53,441.85	59,513.56	65,902.61
*ROMANTINO	NICHOLAS			47,214.96	53,441.85	59,513.56	65,902.61
*CUSHMAN	AUSTIN			47,214.96	53,441.85	59,513.56	65,902.61

*tentative salaries to be determined upon date of full time hiring and each officer passing academy/or receiving academy waiver/or having active full time certification, consistent with applicable law.

SCHEDULE B – SGT. SPECIFIC SALARIES

	2024	2025	2026	2027
Barcas, W.	126,037.60	131,079.10	135,011.48	139,061.82
Perry, M.	126,037.60	131,079.10	135,011.48	139,061.82
Greto, A.	126,037.60	131,079.10	135,011.48	139,061.82
McNulty, J.	126,037.60	131,079.10	135,011.48	139,061.82
Felsing, J.	126,037.60	131,079.10	135,011.48	139,061.82
Scheid, C.	126,037.60	131,079.10	135,011.48	139,061.82

SCHEDULE C

2024 NJ State Health Benefits Program Local Government Employee Plans¹



HorizonBlue.com/shhp 1-800-414-SHEP (7427)

	PPO Plans			
	NJ DIRECT10	NJ DIRECT15	NJ DIRECT125	NJ DIRECT2000
IN-NETWORK (IN)				
Service Area Available	Nationwide	Nationwide	Nationwide	Nationwide
Specialist Referral	No referral required	No referral required	No referral required	No referral required
Deductible ¹				
Individual	\$0	\$0	\$0	\$0
Family	\$0	\$0	\$0	\$0
Coinsurance	10% ¹	10% ¹	10% ¹	10% ¹
Coinsurance Out-of-Pocket Maximum				
Individual	\$400	\$400	\$400	\$800
Family	\$1,000	\$1,000	\$1,000	\$2,000
Total Out-of-Pocket Maximum (Copay+Deductible+Coinsurance)				
Individual	\$400	\$7,560	\$7,560	\$7,560
Family	\$1,000	\$15,120	\$15,120	\$15,120
HEALTH CARE SERVICES				
Primary Care Office Visit	\$10	\$15	\$15	\$20
Annual Routine Physical (In-Network Only)	\$0	\$0	\$0	\$0
Direct Primary Care (DPC) Doctors Office	\$0	\$0	\$0	\$0
First Responders Doctors Office (FRDOCS)	\$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	\$10	\$15	\$25	\$30/adult, \$20/child ⁴
Annual Routine Vision (In-Network Only)	\$10	\$15	\$25	\$30/adult, \$20/child ⁴
Chiropractic ²	\$10	\$15	\$25	\$30/adult, \$20/child ⁴
Physical/Occupational/Speech Therapy ³	\$10	\$15	\$25	\$30/adult, \$20/child ⁴
DIAGNOSTIC LABORATORY/RADIOLOGY/ADVANCED IMAGING				
Outpatient Laboratory/Radiology/Advanced Imaging	\$0	\$0	\$0	\$0
Freestanding Laboratory/Radiology/Advanced Imaging	\$0	\$0	\$0	\$0
EMERGENCY/URGENT MEDICAL SERVICES				
Urgent Care Center	\$10	\$15	\$25	\$30/adult, \$20/child ⁴
Emergency Room	\$75 ¹¹	\$100 ¹¹	\$100 ¹¹	\$125
Ambulance	10%	10%	10%	10%
OTHER SERVICES				
Inpatient Facility	\$0	\$0	\$0	\$0
Outpatient Facility	\$0	\$0	\$0	\$0
Outpatient Behavioral Health	\$10	\$15	\$25	\$30/adult, \$20/child ⁴
Durable Medical Equipment (DME)	10%	10%	10%	10%
OUT-OF-NETWORK (OON)¹²				
Deductible - Individual	\$100	\$100	\$100	\$200
Deductible - Family	\$250	\$250	\$250	\$500
Coinsurance after Deductible	20%	30%	30%	30%
Out-of-Pocket Coinsurance Maximum - Individual	\$2,000	\$2,000	\$2,000	\$5,000
Out-of-Pocket Coinsurance Maximum - Family	\$5,000	\$5,000	\$5,000	\$12,500
Inpatient Hospital Deductible	\$200/stay	\$200/stay	\$200/stay	\$500/stay

¹⁰ Lower copayment applies to children under 19 and physician referrals.

¹¹ \$150 per admission does not apply to inpatient children's hospitals or inpatient behavioral health's distance care orders.

¹² Out-of-network cost basis: NJ DIRECT and NJ DIRECT125: 115% of CMS (Centers for Medicare & Medicaid Services) fee schedule; 90% percentage of FAIR Health national for all other health plans with an out-of-network benefit. All plans with an out-of-network benefit also have specified dollar limits for out-of-network of reproductive (S319), physical therapy (S55) and acupuncture (S63).

¹³ Out-of-network deductible is combined with in-network deductible.

Patrons please visit nj.gov/treasury/benefits/member-guidebooks.shtml for information regarding available active plans.

This is not a complete list of all covered services. Exclusions and limitations apply to some services. Visit nj.gov/treasury/benefits/member-guidebooks.shtml 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 health plans 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.

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2024-334

Title: A RESOLUTION TO RATIFY A FOUR (4) YEAR CONTRACT AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE LOWER TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION (PBA) LOCAL 59

WHEREAS, extensive negotiations were conducted by the Township Manager and Labor Counsel with PBA Local 59; and

WHEREAS, the parties have reached an agreement which will be utilized to prepare the Collective Bargaining Agreement with PBA Local 59 in accordance with the terms of the attached agreement; and

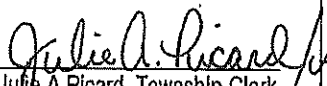
WHEREAS, the Township Manager and Labor Counsel recommend the Township Council's ratification of the Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED, the attached agreement is hereby ratified.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized and directed to execute the ratified Collective Bargaining Agreement, once prepared, in accordance with and under the terms as outlined attached hereto on behalf of the Township.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
✓ CONRAD		X	X				
✓ COOMBS	X		X				
✓ ROY			X				
✓ PERRY						X	
✓ SIPPEL			X				

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on October 7, 2024


Julie A Picard, Township Clerk 148

PBA 59 RF 9-27-24

**MEMORANDUM OF AGREEMENT BETWEEN
LOWER TOWNSHIP
And
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 59**

WHEREAS, the TOWNSHIP OF LOWER and the LOWER TOWNSHIP POLICE DEPARTMENT (Town/Employer) and PBA Local 59 (Union), herein collectively referenced as "the Parties", have negotiated terms to modify the current collective bargaining agreement (CBA) with a term of January 1, 2020 through December 31, 2023; and

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

WHEREAS, the Parties desire to reduce these terms and conditions of agreement to a written Memorandum of Agreement, the terms of which shall be included in a successor agreement.

NOW THEREFORE, the Parties agree the current 2020-2023 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 43 of the current agreement shall be deleted in its entirety and replaced as follows:

"This Agreement shall be in full force and effect retroactive to January 1, 2024 and shall remain in effect to and including December 31, 2027 without any reopening except as to any provision specifically stated. Retroactive pay pursuant to this agreement shall be provided in a check separate from regular pay checks issued to the members."

3. WAGES. Article 19, pages 32, paragraphs A and B, and the corresponding Schedules A and B shall be deleted and replaced as follows:

- i. Paragraph A shall read as follows:

"The wages for all employees shall be as provided in the guides attached hereto in **Schedules A and Schedule B**. The guide shall increase January 1st of each year based upon **Schedule A**, and annual officer movement on the guide shall occur on each officers' anniversary date. All Officers on the salary guide shall move one step each year of this agreement.

Sergeants' salaries shall be as follows:

In each year of this agreement the Sergeants' salaries shall be as set forth in the attached **Schedule A** or 8.36 percent greater than the highest salary in the attached guide for patrol officers, whichever is higher."

Article 19, paragraph B on page 32 shall be deleted in its entirety to eliminate longevity from the agreement for any and all officers in the bargaining unit.

Schedules A and B, and C shall be deleted and replaced with the schedules A and B attached hereto.

Article 19, page 32, Paragraph C on page 32 shall be deleted and replaced in conformity with the attached salary guide as follows:

"Sergeants and Officers shall be paid pursuant to the attached wage guide in **Schedules A and B** and in accordance with the terms of this agreement. Officers Nuscis, Micciche, and Saini shall have anniversary dates of Jan. 20 for salary and step movement purposes. Officers Greto, Gamble and Kevin Boyle shall have anniversary dates of Jan. 1 for salary and step movement purposes. All Officers shall move one step on the guide annually until they reach the maximum step. Wage increases resulting from this agreement shall apply retroactively for all current employees (as of the execution date of this agreement) and for employees that retired in a manner recognized by PFRS during the term of this agreement."

Article 19, paragraph D on page 33 shall be deleted and replaced as follows:

"Sergeant's compensation upon promotion shall be set upon promotion at the higher of (1) the rate set forth in **Schedule A**, (2) 8.36% above the employee's former compensation as a Patrolman, (3) 8.36% above the compensation of the then highest paid Patrolman."

Article 19, paragraph E on page 33 shall be deleted and replaced as follows:

"E. Upon execution of this Agreement, all police officers working "extra duty" assignments shall be compensated at the rate of \$85.00 per hour and appropriate Township Ordinances, Resolutions and Codes shall be revised to reflect this rate of pay for extra duty assignment(s)."

4. COSTS FOR LAW ENFORCEMENT LICENSES. The following language shall be an additional "Article 22" to the contract on page 36 of the current agreement:

"ARTICLE 22 - LAW ENFORCEMENT OFFICER LICENSE FEES.

All fees and costs for officers to obtain and renew police licenses shall be paid for by the Township. However, fees issued for late applications shall be paid by the employee when the employee has caused an application to be submitted late and fees issued for late applications shall be paid by the Township when the employer has caused an application to be submitted late. Classes for continuing education and training shall be paid for by the Township provided the classes for education and training have been approved by the Chief of Police."

5. AUTHORITY IN ARBITRATION. Article 16, on pages 27-29 shall be amended to add the following new paragraph D (iii) on page 29 in the "Miscellaneous" section of the Article.

"iii. PBA 59 Authority in Arbitration Matters. Notwithstanding the right of any employee of the bargaining unit to assert a grievance, P.B.A. 59 shall have the sole and exclusive right to decide and act on issues involving: filing for arbitration, resolving matters subject to pending arbitration, withdrawing an arbitration matter, and filing an appeal of an arbitration decision pursuant to *N.J.S.A. 34:13A-62*. In the event a law supersedes this provision and requires control of arbitration by a specific employee without Union authorization and the employee seeks to pay for costs to arbitrate their own grievance, the employee shall notify the Union and the Employer in writing asserting the legal authority superseding *N.J.S.A. 34:13A-62* with written confirmation to the Union and the Employer that the costs for arbitration attributed to the Union pursuant to this article shall be borne directly, solely and entirely by the employee."

6. HOLIDAY COMPENSATION.

Article 10 "Holidays", section A on page 15 shall be amended to change the text under the list of holidays to remove Lincoln's Birthday and add Juneteenth. The paragraph under the holiday list shall be amended to delete the paragraph and replace it as follows:

"Except for Columbus Day, the Holidays shall be compensated by granting equal compensatory time off, to be taken at the Township's discretion within the vacation period and may only be carried over pursuant to the terms of Article 9, Paragraph D."

7. SICK LEAVE. Article 11 on page 16 -17 shall be amended as follows:

i. Paragraph A (ii) on page 16 shall be amended to include sick leave use consistent with all New Jersey laws and regulations (including *N.J.A.C. 4A:6-1.3*) and any Township ordinances/code that provide a more expansive use of sick time. Accordingly Paragraph A (ii) on page 16 shall be deleted and replaced with the following language:

“(ii) Sick leave may be utilized by employees who are unable to work because of:

1. Personal illness or injury (see *N.J.A.C. 4A:6-21B* for Federal family and medical leave); or
2. Exposure to contagious disease (see *N.J.A.C. 4A:6-1.21B* for Federal family and medical leave); or
3. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (see *N.J.A.C. 4A:1-1.3* for definition of immediate family, see *N.J.A.C. 4A:6-1.21A* for family leave under State law and see *N.J.A.C. 4A:6-1.21B* for Federal family and medical leave); or
4. Death in the employee's immediate family, for a reasonable period of time; or
5. Sick leave may be used by an employee with a disability for absences related to the acquisition or use of an aid for the disability when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the appointing authority; or
6. Any additional use of sick leave provided for by New Jersey Law, Federal Law and/or Township Ordinances and Code.”

ii. Paragraph B(i) on page 16 shall be amended to change “16” sick days per year to “15” sick days per year.

iii. Paragraph B(iv) on page 16 shall be deleted in its entirety.

iv. Paragraph C(iii) on page 16 shall be deleted in its entirety and replaced with the following: “Absence without notice for five (5) consecutive days shall constitute job

abandonment resulting in a resignation not in good standing pursuant to *NJAC 4A:2-6.2*."

8. **INSURANCE, HEALTH & WELFARE.** Article 12 on pages 18-22, shall be amended as follows:

- i. Paragraph A(i) on page 18 shall be deleted and replaced with the language below. The Parties intend to continue and maintain the current insurance, health and welfare benefits, and use the NJ Direct 2035 HRA Card plan as a less expensive way to provide the same health insurance benefits.

"The New Jersey State Health Plan NJ Direct 2030 shall remain the base plan. The Parties seek to allow for the Township to provide an alternative method of insurance coverage with the same level of health benefits to employees with cost savings to both parties. To accomplish this, the Parties agree that if the Township provides a 2035 plan with an HRA card, the PBA shall accept and use the New Jersey State Health Plan NJ Direct 2035 coverage combined with an HRA card to pay for employee out of pocket costs as long as employees have at least the same coverage, networks and out of pocket costs that would be realized by employees if they were in the New Jersey State Health Plan NJ Direct 2030 plan. In the event the Township cannot offer New Jersey State Health Plan NJ Direct 2035 coverage combined with an HRA card to pay for employee out of pocket costs so that employees have at least the same coverage, networks and out of pocket costs that would be realized by employees if they were in the New Jersey State Health Plan NJ Direct 2030 plan, employees shall be put back in the New Jersey State Health Plan NJ Direct 2030 plan. The Township reserves the right to change the third party administrators and/or health plans as long as the benefit levels provided (including retirees) are equal to or greater than the New Jersey State Health Plan NJ Direct 2030 (#052). See attached Schedule D. The Township agrees that should the change result in less coverage, the Township will make up the difference to the affected individual."

- ii. Paragraph B(i)(a) on page 19 shall be deleted from the contract in its entirety. The subsection shall be reorganized to properly numerate the Article.
- iii. Paragraph B(i)(c) on page 19 shall be amended to delete the paragraph and replace it as follows:

"Coverage is for the retired Employee, spouse and eligible dependents until Medicare eligibility. "Eligible dependents" are determined pursuant to applicable law and the terms of this agreement. See Section "A" of this Article. In the event of a retired employee's death, the spouse will continue to receive the described benefits until remarriage or Medicare eligibility. Upon retired employee's death, dependents receiving benefits will continue to receive the same until they are ineligible due to age or otherwise."

iv. Paragraph C(i)(a) on page 20 shall be deleted from the contract in its entirety. The subsection shall be reorganized to properly numerate the Article.

v. Paragraph C(i)(d) on page 20 shall be amended to delete and replace the last sentence as follows:

"Upon a retired employee's death, the employee's eligible dependents receiving benefits will continue to receive the same (at retiree co-pay rates) until they are ineligible due to age or otherwise. "Eligible dependents" are determined pursuant to applicable law and the terms of this agreement. See Section "A" of this Article."

vi. Paragraph F on page 21 shall be deleted from the contract in its entirety.

9. 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, 2020 through December 31, 2023 agreement that is not affected by this document shall remain in the new agreement.
10. MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA. All other provisions in the January 1, 2020 – December 31, 2023 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, 2024 to December 31, 2027.
11. 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.
12. 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.
13. 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

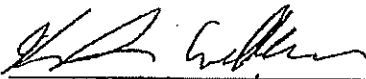
construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action relating to this Agreement.

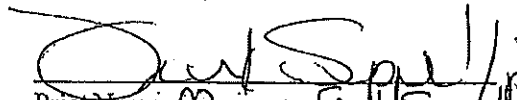
14. RATIFICATION. The union and the Town acknowledge the terms of this MOA need to be ratified by the Union and the Town. By signing this agreement, the Parties' representatives are indicating they are prepared to present this agreement to their respective constituents with the recommendation to ratify this agreement.

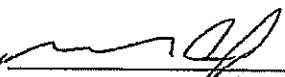
Subject to the ratification provisions set forth above, the Parties signify and acknowledge their agreement to the terms listed above, by the signatures of their duly authorized representatives.

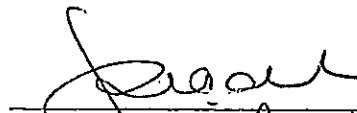
PBA 59

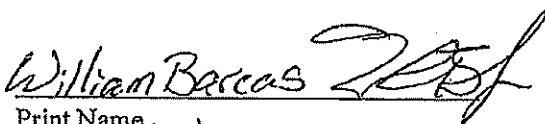
LOWER TOWNSHIP AND LOWER
TOWNSHIP POLICE DEPARTMENT


Print Name Kenneth Walker
Date: 10/2/24


Print Name Mayor Frank Spill
Date: 10/7/2024


Print Name Michael James Jr
Date: 10/2/2024


Print Name Julie Picard
Date: 11/27/24


Print Name William Barcas
Date: 10/2/24

Print Name _____
Date: _____

Print Name _____
Date: _____

Print Name _____
Date: _____

SCHEDULE A

	4%	4%	3%	3%
	2024	2025	2026	2027
1	\$ 47,214.96	\$ 49,103.56	\$ 50,576.67	\$ 52,093.97
2	\$ 51,386.40	\$ 53,441.86	\$ 55,045.11	\$ 56,696.47
3	\$ 55,557.84	\$ 57,780.15	\$ 59,513.56	\$ 61,298.96
4	\$ 59,730.32	\$ 62,119.53	\$ 63,983.12	\$ 65,902.61
5	\$ 65,292.24	\$ 67,903.93	\$ 69,941.05	\$ 72,039.28
6	\$ 70,854.16	\$ 73,688.33	\$ 75,898.98	\$ 78,175.95
7	\$ 76,417.12	\$ 79,473.80	\$ 81,858.02	\$ 84,313.76
8	\$ 80,589.60	\$ 83,813.18	\$ 86,327.58	\$ 88,917.41
9	\$ 84,761.04	\$ 88,151.48	\$ 90,796.03	\$ 93,519.91
10	\$ 88,933.52	\$ 92,490.86	\$ 95,265.59	\$ 98,123.55
11	\$ 92,994.72	\$ 96,714.51	\$ 99,615.94	\$ 102,604.42
12	\$ 97,276.40	\$ 101,167.46	\$ 104,202.48	\$ 107,328.55
13	\$ 100,947.60	\$ 104,985.50	\$ 108,135.07	\$ 111,379.12
14	\$ 104,607.36	\$ 108,791.65	\$ 112,055.40	\$ 115,417.07
15	\$ 108,287.92	\$ 112,619.44	\$ 115,998.02	\$ 119,477.96
16	\$ 111,958.08	\$ 116,436.40	\$ 119,929.50	\$ 123,527.38
SGTs	\$ 126,037.60	\$ 131,079.10	\$ 135,011.48	\$ 139,061.82

SCHEDULE B – OFFICER SPECIFIC SALARIES

9-13-24

Last Name, Suffix	First Name, Middle Initial		Old Step at 1/1/24	2024 Salary at 12/31/24	2025 Salary at 12/31/25	2026 Salary at 12/31/26	2027 Salary at 12/31/27
BARTLESON JR	LOUIS W		10	88,933.52	88,714.51	104,202.48	111,379.12
BLACK-BOYLE	KAITLIN O		10	88,933.52	88,714.51	104,202.48	111,379.12
BOHN JR	DALLAS M		top	111,958.08	118,436.40	119,929.50	123,527.38
BOYLE	KYLE		9	84,761.04	92,490.86	99,615.94	107,328.55
BOYLE Jr	KEVIN		16	111,958.08	116,436.40	119,929.50	123,527.38
DANZE	ERIC		9	84,761.04	92,490.86	99,615.94	107,328.55
DUNN	PATRICK		4	69,730.32	67,903.93	75,898.98	84,313.76
ELWELL	JENNIFER M		top	111,958.08	116,436.40	119,929.50	123,527.38
FESSLER	ROBERT		top	111,958.08	116,436.40	119,929.50	123,527.38
FLITCROFT	STEPHEN		11	92,994.72	101,167.46	108,135.07	115,428.54
GAMBLE	MATTHEW R		16	111,958.08	116,436.40	119,929.50	123,527.38
GELLURA	SAMUEL		4	69,730.32	67,903.93	75,898.98	84,313.76
GINOVILLE	STEVEN		1	51,386.40	57,780.15	63,983.12	72,039.28
ELAM-HAMPTON	SIMBA		3	65,557.84	62,119.53	69,941.05	78,175.95
HARKIN, III	MICHAEL		6	70,854.16	79,473.80	86,327.68	93,619.91
HEGARTY	ADAM		9	84,761.04	92,490.86	99,615.94	107,328.55
JAMES JR	MICHAEL F		10	88,933.52	88,714.51	104,202.48	111,379.12
KOCIS	WILLIAM		8	80,589.60	88,161.48	95,265.59	102,604.42
MARROQUIN	ANTONIO		4	69,730.32	67,903.93	75,898.98	84,313.76
MATHIS	JAMES		8	80,589.60	88,161.48	95,265.59	102,604.42
MICCICHE	ANTHONY		9	84,761.04	92,490.86	99,615.94	107,328.55
MUSCIS	MICHAEL		9	84,761.04	92,490.86	99,615.94	107,328.55
O'BRIEN	KEVIN		6	70,854.16	79,473.80	86,327.68	93,619.91
OMROD	WILLIAM		7	76,417.12	83,813.18	90,796.03	98,123.55
PARKER	AUSTIN		5	65,292.24	73,688.33	81,868.02	88,917.41
PORCH	WILLIAM		7	76,417.12	83,813.18	90,796.03	98,123.55
PRATS	ANTHONY		4	69,730.32	67,903.93	75,898.98	84,313.76
REILLY	MATTHEW		3	65,557.84	62,119.53	69,941.05	78,175.95
SAINI	JORDAN		9	84,761.04	92,490.86	99,615.94	107,328.55
SCHECK	JONATHAN		9	84,761.04	92,490.86	99,615.94	107,328.55
SHOUGH	THOMAS		6	70,854.16	79,473.80	86,327.68	93,619.91
VASSAR	CHRISTOPHER		4	69,730.32	67,903.93	75,898.98	84,313.76
WALKER	KENNETH		8	80,589.60	88,161.48	95,265.59	102,604.42
WHITE	ROBERT		1	51,386.40	57,780.15	63,983.12	72,039.28
*GIRARD	THOMAS			47,214.96	53,441.88	59,513.56	65,902.61
*ROMANTINO	NICHOLAS			47,214.96	53,441.88	59,513.56	65,902.61
*CUSHMAN	AUSTIN			47,214.96	53,441.88	59,513.56	65,902.61

*tentative salaries to be determined upon date of full time hiring and each officer passing academy/or receiving academy waiver/or having active full time certification, consistent with applicable law.

SCHEDULE B – SGT. SPECIFIC SALARIES

	2024	2025	2026	2027
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Scheid, C.	126,037.60	131,079.10	135,011.48	139,061.82

New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1	Public Employer:	Township of Lower	County:	Cape May County
2	Employee Organization:	Policeman's Benevolent Association of NJ Local #59	Number of Employees in Unit:	44
3	Base Year Contract Term:	1/1/2020 - 12/31/23		
4	New Contract Term:	1/1/24 - 12/31/27		

SECTION II: Type of Contract Settlement (please check only one)

5	☒	Contract settled without neutral assistance
6	☐	Contract settled with assistance of mediator
7	☐	Contract settled with assistance of fact-finder
8	☐	Contract settled with assistance of super-conciliator
9	If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?	
Yes ☐ No ☐		

SECTION III: Base Salary Calculation

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "Base salary" means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10	Salary Costs in Base Year	\$ 3,405,877.92
11	Longevity Costs in Base Year	\$ 35,908.31
12	Other base year salary costs	
	Uniform Allowance	\$ 5,400.00
	College Credits	\$ 15,100.00
	Sum of "Other" Costs listed in Line 12.	\$ 20,500.00
13	Total Salary BaseTotal Base Salary Cost: (sum of lines 10,11,12):	\$ 3,462,286.23

Employer:

Township of Lower

Employee Organization:

Policeman's Benevolent Association of NJ Local #59

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SECTION IV: Increase in Base Salary Cost (for each year of New CAN)

14 Total Base Salary Cost from Line 13: \$ 3,462,286.23

Increases		Year 1	Year 2	Year 3	Year 4
15	Effective Date (month/day/year)	1/1/2024	1/1/2025	1/1/2026	1/1/2027
16	Cost of Salary Increments (\$)	\$ 163,786.42	\$ 263,775.40	\$ 239,859.66	\$ 287,334.29
17	Salary Increase Above Increments (\$)	\$ -	\$ -	\$ -	\$ -
18	Longevity Increase (\$)	\$ -	\$ -	\$ -	\$ -
19	Total Increased Cost for "Other" Item (\$)				
20	Total Increase (\$) (sum of lines 16-19)	\$ 163,786.42	\$ 263,775.40	\$ 239,859.66	\$ 287,334.29

*If contract duration is longer than five years, please add an additional page.

SECTION V: Average Increase Over Term of New CAN

21 Dollar Increase Over Life of Contract \$ 954,755.76 (Take sum of all amounts listed on Line 20 above)

22 Percentage Increase Over Life of Contract 27.58% (Divide amount on Line 21 by amount on Line 14)

23 Average Percentage Increase Per Year 6.89% (Divide percentage on Line 22 by number of years of the contract)

Employer:

Township of Lower

Employee Organization:

 Policeman's Benevolent Association of NJ
 Local #59

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SECTION V: Other Economic Items Outside Base Salary and Increases

24	Item Description	Base Year Cost	Increases:			
			Year 1	Year 2	Year 3	Year 4
	Uniform Allowance	5,400.00	-	-	-	-
	College Credits	15,100.00			-	-
25	Totals (\$):	20,500.00	-	-	-	-

*If contract duration is longer than five years, please add an additional page.

SECTION VI: Medical Costs

	Base Year	Year 1
26 Health Plan Cost	\$ 576,500.00	\$ 460,406.00
27 Prescription Plan Cost	\$ 89,220.00	\$ 88,280.00
28 Dental Plan Cost		
29 Vision Plan Cost		
25 Total Cost of Insurance	\$ 665,720.00	\$ 548,686.00
26 Employee Insurance Contributions	\$ 161,940.00	\$ 129,352.00
27 Employee Contributions as % of Total Insurance Cost	24.33%	23.57%

Employer: Township of Lower

Employee Organization: Policeman's Benevolent Association of NJ

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SECTION VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this C.N.A.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name:

Lauren Read

Position / Title:

CFO, Township of Lower

Signature:

Lauren Read

Date:

10/10/2025

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission

Conciliation and Arbitration

PO Box 429

Trenton, NJ 08625

Phone: 609-292-9898

Revised 8/2016

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective negotiations agreement for the term beginning 1/1/2024 through 12/31/2027.

Employer: Township of Lower

County: Cape May County

Date: 10/10/2025

Name: Lauren Read
Print Name

Title: CFO, Township of Lower

Signature: *Lauren Read*