

CITY COUNCIL

The City of Orange Township, New Jersey

DATE October 7, 2003

NUMBER 387-2003

TITLE:

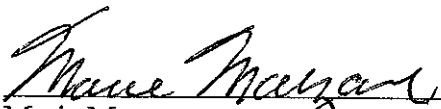
A RESOLUTION AUTHORIZING RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORANGE TOWNSHIP AND THE ORANGE POLICE BENEVOLENT ASSOCIATION LOCAL 89.

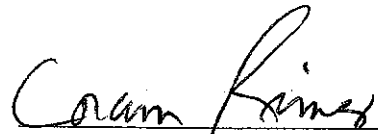
WHEREAS, the City of Orange Township and the Orange Police Benevolent Association Local 89, have reached an agreement as to wages and benefits for the period from January 1, 2001 through December 31, 2005; and

WHEREAS, the attached reflects the agreement between the City of Orange Township and the Orange Police Benevolent Association Local 89;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange Township, New Jersey, that the collective bargaining agreement between the City of Orange Township and the Orange Police Benevolent Association Local 89, is hereby ratified and approved.

Adopted: **October 7, 2003**


Marie Marzano
Deputy Municipal Clerk


Coram Rimes
Council President

**REGULAR MEETING – 10/07/03
ON CONSENT AGENDA**

MOTION TO ADOPT: Barnhardt

SECOND: Eason

YEAS: Barnhardt, Eason, Gaunt, Lewis, Peters, Vandermeer & Council President Rimes

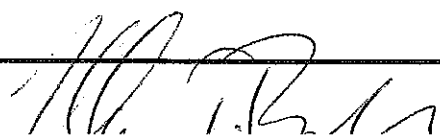
NAYS: None

NO VOTE: None

ABSTENTIONS: None

ABSENCES: None

VOTES: Seven Yeas, No Nays, No No Vote, No Abstentions, No Absences



MEMORANDUM OF AGREEMENT

The CITY of ORANGE negotiations committee and the PBA LOCAL 89 negotiations committee agree to recommend for ratification and approval the following tentative settlement:

- 1. DURATION: 1/1/02 TO 12/31/05
- 2. SALARY:
 - 1/1/02 - 3%
 - 7/1/02 - 1%
 - 1/1/03 - 3%
 - 7/1/03 - 1%
 - 1/1/04 - 3%
 - 7/1/04 - 1%
 - 1/1/05 - 3%
 - 7/1/05 - 1%

Ninety-five (95) hours of holiday pay shall be rolled into base salary effective 1-1-04 before the 1-1-04 salary increase.

- 3. The parties agree to the implementation of a trial work schedule to be effective January 1, 2004. The Patrol Division schedule shall be a "4/4" schedule. Patrol Officers shall work a 10.75 hour day on the "4/4" schedule. The schedule shall consist of four consecutive 10.75 hour days on-duty, followed by four consecutive days off-duty. The Bureaus shall work a "4/3" schedule. The work day shall be 9.5 hours. The schedule shall consist of four consecutive 9.5 hour days on-duty to be followed by three consecutive days off-duty. All other officers shall remain on the current "5/2" schedule. Effective upon implementation of the "4/4" schedule, officers on the "4/4" schedule shall have their seniority days modified as follows:

10-15 years	2 seniority days
15-20 years	4 seniority days
20+ years	6 seniority days

All leave time shall be converted to hours. Effective upon the implementation of the "4/3" schedule, officers on the "4/3" schedule have their "WE" (work equalization) days eliminated.

The trial period shall be eighteen (18) months to commence on January 1, 2004. The parties agree that Robert M. Glasson shall serve as interest arbitrator to resolve any dispute concerning the continuation of the new work schedules following the completion of the eighteen-month trial period. Any and all issues related to the continuation of the new work schedules beyond July 1, 2005 shall be submitted to Arbitrator Glasson between January 1, 2005 and June 30, 2005. Status Quo on schedule pending decision by Arbitrator Glasson; schedule reversion to "4/2" and "5/2" if the "4/4" and "4/3" schedule is discontinued by Arbitrator Glasson; "WE" days and "Seniority" days to be reinstated if returned to "5/2" and "4/2" schedules.)

Upon successful completion of the trial period, the then current work schedules shall remain in effect until either the negotiations of a new work schedule or the issuance of an interest arbitration award modifying the schedules. The new work schedules shall be implemented consistent with current PERC and judicial case law.

4. Effective 1-1-03, a new salary schedule with seven (7) steps shall be implemented to be applicable to all employees hired on or after 1-1-03. The minimum and maximum salaries shall be the same as the "A" guide with equalized steps.
5. All salary increases are across-the-board and fully retroactive and shall be applied to the final 2001 salary schedule.
6. Effective 1-1-04, Rx co-pays shall be increased to \$10 for generic drugs and \$20 for name brand drugs.
7. Annual leave shall be pro-rated in the employee's last year of employment effective upon ratification and approval of the Agreement.
8. The current "126" calendar day period for terminal leave shall be reduced to "120" for new employees upon ratification and approval of the MOA.
9. A ten-day salary deferral shall be implemented the first pay period following ratification by the PBA and approval by the City. The parties shall incorporate the language in Article X (B) of the 1997-2001 FMBA rank-and-file collective bargaining agreement.
10. Effective 1-1-04, current employees enrolled in the "Traditional" plan shall pay the difference between the "NJ Plus" plan and the "Traditional" plan for dependent coverage. All employees hired on or after August 4, 2003 who choose the "Traditional" plan shall receive "single only" coverage. If such employees elect "Traditional" coverage beyond "single only" they shall pay the full cost of dependent coverage. Employee contributions shall be made by mandatory pre-tax contributions.
11. All retirees shall receive prescription coverage pursuant to the State Health Benefits Plan ("SHBP"). Both the City and the PBA agree that the understanding between the parties on this issue is that retirees shall receive prescription coverage under the SHBP. The City will reimburse retirees for the difference between the current co-pays in the collective bargaining agreement and the SHBP prescription co-pays and out-of-pocket expenses for retirees. The parties agree that reimbursement shall be twice a year or upon a total of \$350 in out-of-pocket expenses for prescriptions. Payments shall be made within thirty (30) days of submission.
12. All prior agreements are incorporated by reference in this MOA. All other proposals not addressed in this MOA shall be considered as withdrawn.

13. PERC Arbitrator, Robert M. Glasson, shall retain jurisdiction pending final ratification and approval of this MOA.

PBA LOCAL 89

/S/ R. Colatrella
/S/ P/O Joseph Tortorella
/S/ B. Squires
/S/ Todd L. Dankins
/S/ James M. Mets, PBA Attorney

CITY OF ORANGE

/S/ Jack W. Kelly
/S/ Ramon E. Rivera
Special Labor Counsel

/S/ Robert M. Glasson, Arbitrator

DATED: August 4, 2003