

CITY COUNCIL

The City of Orange Township, New Jersey

DATE July 12, 2016

NUMBER 252-2016

TITLE:


A RESOLUTION AUTHORIZING RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORANGE TOWNSHIP AND THE SUPERIOR OFFICERS ASSOCIATION, LOCAL 89

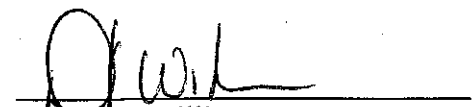
WHEREAS, the City of Orange Township and the Superior Officers Association, Local 89 concluded negotiations of the collective bargaining agreement for the period January 1, 2012 to December 31, 2018 which succeeds the collective bargaining agreement that expired on December 31, 2011 (the "Prior Collective Bargaining Agreement"); and

WHEREAS, the attached Memorandum of Agreement that modifies, amends and supplements the Prior Collective Bargaining Agreement (collectively referred to herein as the "New Collective Bargaining Agreement"), reflects the agreement between the City of Orange Township and the Superior Officers Association, Local 89 for the period commencing January 1, 2012 and ending December 31, 2018; and

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Orange Township that the New Collective Bargaining Agreement between the City of Orange Township and the Superior Officers Association, Local 89 is hereby ratified and approved.

ADOPTED: August 3, 2016


Joyce Barber
Municipal Clerk


Donna K. Williams
Council President

REGULAR MEETING – August 3, 2016

OFF CONSENT AGENDA

MOTION TO ADOPT: Summers-Johnson

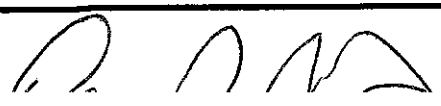
Second: Wooten

YEAS: ~~Coley~~, Eason, Jackson, Johnson, Jr., Summers-Johnson, Wooten & Council Pres. Williams

NAYS: None

ABSTENTIONS: Coley

ABSENCES: None



MEMORANDUM OF AGREEMENT

It is hereby agreed to between the CITY OF ORANGE TOWNSHIP ("CITY") and ORANGE POLICE SUPERIOR OFFICERS ASSOCIATION ("SOA") to the following terms of a new collective bargaining agreement between the CITY and the SOA:

1) TERM OF CONTRACT

January 1, 2012 to December 31, 2018

2) SALARY INCREASE

1/1/12 -	1.4%
1/1/13 -	1.4%
1/1/14 -	1.4%
1/1/15 -	1.4%
1/1/16 -	1.4%
1/1/17 -	2.25%
1/1/18 -	2.25%

3) RETROACTIVE PAY:

SOA expressly agrees to forego and forever waive the right to any payment of the aforementioned salary increases for the period of time from 1/1/12 to 12/31/15. There will be no retroactive payment for any longevity or overtime during that same time period.

Notwithstanding the above, all SOA members on active payroll as of 1/1/16 shall receive a salary increase of 7% (compounded at 1.4% per annum from 1/1/12 through 12/31/15) to their base annual pay but same increase shall be paid in a lump sum by no later than 7/1/16. Additionally, all payments for longevity and overtime shall be amended going forward from May 28, 2016 (as the beginning of a pay period) in the amount as provided in the new amended base salary.

Notwithstanding the waiver of retroactive pay as stated herein, SOA members who retired during the time interval from 1/1/12 to 12/31/15 shall have their pay for the purposes of pension be amended in accordance with the schedule above until the actual date of their retirement. In no case shall any SOA member who retired from 1/1/12 to 12/31/15 be entitled to any actual cash payment for these salary increases. The City shall provide updated salary amounts to the Division of Pensions and will complete all necessary forms for same. The city agrees to comply and cooperate with the Division of Pensions in obtaining, completing, and submitting any

and all necessary forms. The retirees will have the option to proceed with the amended pension change upon receipt of notification of pension contribution amount. Any change resulting in a payment obligation by the City should be solely borne by the respective retiree whose pension amount is affected.

All pending arbitrations, and potential grievances, or other claims will be unaffected by this provision except that any award or settlement will not provide for payment of any salary increase or amendment of base salary during the timeframe from 1/1/12 to 12/31/15. All other rights are retained.

4) STIPENDS

The current stipend for a SOA member having a 911 certification shall be increased by \$500 from its current amount of \$1000 to an annual amount of \$1500. This amount shall be included in Base Pay.

A new stipend will be provided to all SOA members for a clothing cleaning allowance of \$500 per year. This shall be provided in a separate check issued at the time of the first pay period in December 2016 and thereafter the first pay period of December of each year thereafter.

The City will no longer provide dry cleaning services to the SOA as of the date of the termination of the current dry cleaning contract in place between the City and its vendor.

5) LONGEVITY

There will be no longevity provided to any SOA members hired by the City of Orange after 6/1/16. All police officers whether they are SOA members or PBA members who were hired before 6/1/16 shall continue to be entitled to longevity as provided herein. Those hired after that date will have no entitlement to longevity regardless of any prior time in public or private service of any type or form. The term "hire" as used above means the actual date of enrollment onto the City's payroll and not the date that the member entered a police academy or became a sworn officer of the Orange Police Department.

6) SERGEANT SALARY

Effective as of 6/1/16 and continuing thereafter, upon appointment to the rank of Sergeant, the differential in pay in effect at the time of

of contributions be continued as a re-opener and that the parties agree to the following conditions for same.

The parties shall commence negotiations by no later than January 1, 2017 on resolving this issue. Premiums shall remain unchanged until a mutual agreement is reached between the parties or an interest arbitration award is issued. The parties shall resolve the issue of employee contribution by no later than February 28, 2017 or a later date by mutual agreement of the parties. If the parties are unable to reach an agreement at that time, the matter will be immediately submitted by either party or by mutual act to binding interest arbitration on this issue. The arbitrator shall be either Robert Glasson or Joseph Licata. If for any reason, either of the named arbitrators is unavailable in a short time frame, the parties shall immediately agree and name a third arbitrator.

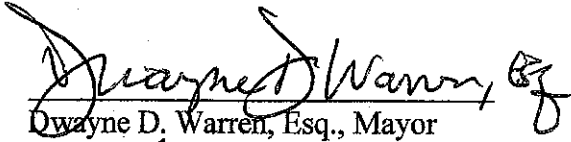
Should the City purposefully obstruct negotiations by refusing to meet or take other action as to subvert the negotiation process, the employee contribution will automatically revert to 20% of premium per member and the SOA may still proceed with arbitration on the issue. However, this shall not be the case if the City is in active discussions with the SOA and is otherwise acting with due diligence in negotiations. Such reversion shall commence on March 1, 2017 and shall continue until a settlement is reached or an arbitration award is entered. The 20% standard shall be retroactively applied to January 1, 2017.

Subject to the ratification by members of the SOA and the City Council of the City of Orange Township. Nothing herein shall be binding upon either party in absence of express written ratification by both parties.

WITNESSED:

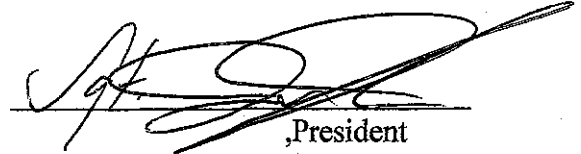
CITY OF ORANGE TOWNSHIP

ORANGE POLICE SUPERIOR
OFFICERS ASSOCIATION



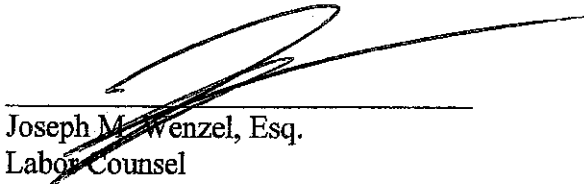
Dwayne D. Warren, Esq., Mayor

Dated: ~~March~~ ^{May} 2, 2016



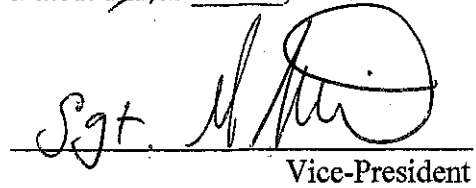
,President

Dated: ~~March~~ ^{May} 2, 2016



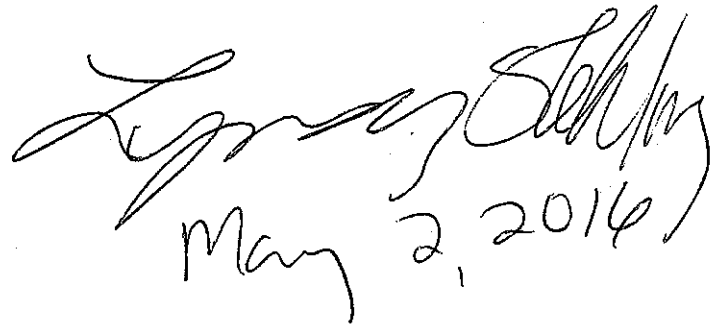
Joseph M. Wenzel, Esq.
Labor Counsel

Dated: ~~March~~ ^{May} 2, 2016



Vice-President

Dated: ~~March~~ ^{MAY} 2, 2016


May 2, 2016