

MEMORANDUM OF AGREEMENT

CITY OF EAST ORANGE

AND

FMBA LOCAL 23

The negotiation committees of the City of East Orange and FMBA Local 23 agree to recommend the following terms of this Memorandum of Agreement for the successor collective bargaining agreement to their respective constituents for ratification. All items tentatively agreed upon by the Employer's representatives are subject to full ratification by the full union membership and the East Orange Municipal Council on this Memorandum of Agreement. All proposals not included in this Memorandum shall be considered withdrawn by both parties. Upon ratification, the parties shall compose a successor collective negotiations agreement, incorporating all terms of this Memorandum.

ARTICLE I – RECOGNITION

Section 1. – Remove dispatchers from the recognition clause.

ARTICLE II – ASSOCIATION BUSINESS LEAVE

Section 4 – Update the statutory references for convention leave to reflect N.J.S.A. 11A:6-10 and N.J.S.A. 40A:14-177.

ARTICLE VIII – LONGEVITY

The last sentence of Article VIII shall be modified to read as follows: The longevity payments herein are to be considered part of remuneration for pension and overtime purposes.

ARTICLE X – INSURANCE

Modify Section 1 as follows:

All employees shall contribute to health benefits pursuant to Chapter 78 (P.L. 2011).

1. Effective upon thirty (30) days' notice, the City shall provide a co-pay prescription plan for each covered employee and his/her dependents enrolled in the POS 1 and POS 2 plans as follows: \$5.00 for generic; \$30.00 for preferred brand-name; and \$35.00 for non-preferred brand name for a 30-day supply.
2. Effective upon thirty (30) days' notice, the City shall provide a co-pay mail order prescription plan for each covered employee and his/her dependents as follows: \$5.00 for generic; \$30.00 for preferred brand name; and \$35.00 for non-preferred brand name for a 90-day supply.

3. Effective upon thirty (30) days' notice, employees enrolled in the POS 2 plan shall pay \$15.00 for each office visit. Employees enrolled in POS 1 shall pay \$20.00 for Primary Care Physician office visits, and \$30.00 for Specialist office visits.
4. Add the following provisions:
  - a. Emergency Room Co-Pay

Effective upon thirty (30) days' notice, employees enrolled in the POS 1 and POS 2 Plans shall pay a \$150.00 co-pay for each Emergency Room visit.
  - b. Urgent Care Co-Pay

Effective upon thirty (30) days' notice, employees enrolled in the POS 1 and POS 2 Plans shall pay a \$25.00 co-pay for each Urgent Care office visit.
  - c. Hospital and Outpatient Surgery Co-Pays

Effective upon thirty (30) days' notice, employees enrolled in the POS 1 plan shall pay a \$125.00 co-pay per admission at a Hospital or Skilled Nursing Facility.

Effective upon thirty (30) days' notice, employees enrolled in the POS 1 plan shall pay a \$75.00 co-pay for each out-patient surgery.
5. All employees shall only be afforded health benefits in either the POS1, POS 2, or any other health benefit plan which may be offered by the City in the future.

#### ARTICLE XI – VACATIONS

##### Section 1. Change Vacation entitlement to reflect:

First year of employment – One (1) day for each month of employment

Up to 20 years of service as of December 31<sup>st</sup> – 11 vacation days (264 hours)

Over 20 years of service as of December 31<sup>st</sup> – 11.5 vacation days (276 hours)

Effective January 1, 2016, vacation leave earned during the last year of employment shall be prorated for all employees who retire or otherwise separate from City employment.

Section 2: Remove all references to “the Chief and the Board”, and replace with “the Public Safety Director.”

ARTICLE XIII - SICK LEAVE/SUPPLEMENTAL COMPENSATION

Section 1: Revise the following language as follows:

Accumulated sick leave shall be determined retroactive to the commencement of employment of each employee with the City of East Orange. Employment with the City of East Orange shall include employment in any capacity with East Orange and is not limited to employment with the Fire Department.

Section 3: Add the following language:

Effective January 1, 2016, sick leave earned during the last year of employment shall be prorated as follows: Employees who retire between January 1<sup>st</sup> and June 30<sup>th</sup> shall receive fifty percent (50%) of their sick leave earned during their last year of employment; employees who retire between July 1<sup>st</sup> and December 31<sup>st</sup> shall receive one hundred percent (100%) of their sick leave earned in their last year of employment.

ARTICLE XIV - LEAVE OF ABSENCE

Section 1: Revise to remove all references to “the Board”, and replace with “the Public Safety Director.”

Section 4: Revise to remove “the Board”, and replace with “the Public Safety Director.”

Section 5: Add the following sentence: It is understood that terminal leave is an incentive for employees to attend work and to discourage the use of sick leave upon retirement. The employee is required to provide at least thirty (30) days’ prior notice of his/her retirement date to the Public Safety Director to be eligible for terminal leave.

ARTICLE XVIII – WAGES

Salary proposal for all Firefighters:

Effective from July 1, 2013 through December 31, 2013 - 0%

Effective January 1-December 31, 2014 – 0%

Effective January 1-December 31, 2015 – 0%

Effective January 1-December 31, 2016 – 2.0%

Effective January 1-December 31, 2017 – 3.0%

Effective January 1-December 31, 2018 – 3.0%

- Please note that “Public Safety Director” shall replace the terms “Chief” and “the Board” throughout the agreement.

ARTICLE XXII - MISCELLANEOUS

- Add New Section: Employees will receive electronic paystubs for each individual pay period. All employees shall be responsible for providing Human Resources with an alternate e-mail address, if the employee does not have an issued municipal e-mail account, to guarantee the prompt transmittal of payroll records to all employees.
- Change number of Pay Periods from 26 to 24 per year.
- Eliminate Section 4 in its entirety: "The City agrees that it will maintain parity of wages as between employees of the City's Fire Department and the City's Police Department."

ARTICLE XXV - TERM OF AGREEMENT

Section 1: Term of Agreement shall be from July 1, 2013 through December 31, 2018.

CITY OF EAST ORANGE

FMBA LOCAL 23

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Marrett Wins

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[Signature]

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Cy A. [Signature]

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# CITY COUNCIL OF EAST ORANGE

CITY CLERK'S OFFICE  
EAST ORANGE, N.J.  
RESOLUTION  
No. 1 130

Resolution offered by Council Member TALMADGE

## RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH EAST ORANGE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 23

WHEREAS, the East Orange City Council of the City of East Orange has entered into labor negotiations with the East Orange Firemen's Mutual Benevolent Association, Local 23 ("FMBA"), whose membership consists of the rank and file firefighters for the purpose of reaching a labor agreement; and

WHEREAS, an agreement acceptable to both sides was reached; and

WHEREAS, the aforesaid agreement attached hereto and incorporated herein is deemed to be fair and equitable by the City Council of the City of East Orange; and

WHEREAS, the attached Memorandum of Agreement reflects a five and a half (5 1/2) year contract that includes the following percent increases:

- a. Effective July 1, 2013 through December 31, 2013 – 0% increase
- b. Effective January 1, 2014 – 0% increase
- c. Effective January 1, 2015 – 0% increase
- d. Effective January 1, 2016 – 2.0% increase
- e. Effective January 1, 2017 – 3.0% increase
- f. Effective January 1, 2018 – 3.0% increase

NOW, THEREFORE, BE IT RESOLVED, that the attached Memorandum of Agreement is hereby ratified by the City Council of the City of East Orange;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk of the City of East Orange are hereby authorized to execute the Memorandum of Agreement with the East Orange Firemen's Mutual Benevolent Association, Local 23 and execute an amended contract that incorporates the language of the Memorandum of Agreement and to make other non-material amendments.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY  
OF RESOLUTION NO. 130 ADOPTED BY THE CITY  
COUNCIL OF EAST ORANGE, AT ITS MEETING HELD  
May 23, 2016

[Signature]  
CITY CLERK, EAST ORANGE, NJ

Souncil Member	AYE	NAY	N.V.	A.B
BUGLOCK				X
ERENT	X			
JOHNSON	X			
LEWIS				X
COOPER	X			

Council Member	AYE	NAY	N.V.	A.B
HOLMANN	X			
GOMEZ	X			
JAMES	X			
TALMADGE	X			
GREEN	X			

X - Indicates Vote      A.B. - Absent      N.V - Not Voting (Abstained or Excused)  
Action on Veto - ✓ To Sustain      ✓ To Over-Ride

VOTES REQUIRED \_\_\_\_\_

Approved as to:  
Factual Contents [Signature] Department Head      Appropriation [Signature] Comptroller

Form and Legality [Signature] Counsel

Tabled \_\_\_\_\_      Removed from Table \_\_\_\_\_

Presented to Mayor MAY 24, 2016      Adopted MAY 23 2016

Approved May 27, 2016      [Signature] City Council Chairman

Vetoed [Signature] Mayor      [Signature] City Clerk

Entered on Council Minutes, Page \_\_\_\_\_

## 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 bargaining agreement for the term beginning 7/1/2013 thru 12/31/2018.

Employer: City of East Orange

County: Essex

Date: 9/11/2017

Name: William Senande  
Print Name

Title: City Administrator/CFO  
William Senande  
Signature