

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

**DATE** February 3, 2009

**NUMBER** 23-2009

**TITLE:**

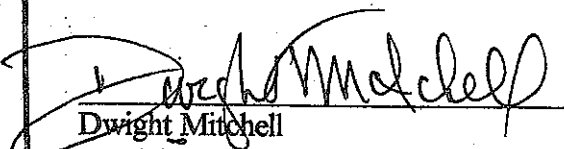
**A RESOLUTION AUTHORIZING RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORANGE TOWNSHIP AND THE SUPERIOR OFFICERS ASSOCIATION, LOCAL 89.**

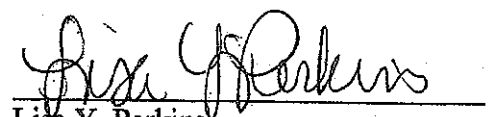
WHEREAS, the City of Orange Township and the Superior Officers Association, Local 89, concluded negotiations of the collective bargaining agreement for the period January 1, 2008 to December 31, 2011, which succeeds the collective bargaining agreement that expired on December 31, 2007 (the "Prior Collective 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, 2008 and ending on December 31, 2011;

NOW, THEREFORE, BE IT RESOLVED by 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: February 4, 2009

  
Dwight Mitchell  
Municipal Clerk

  
Lisa Y. Perkins  
Council President

REGULAR MEETING - FEBRUARY 4, 2009

ON CONSENT AGENDA

MOTION TO ADOPT: Abdul-Rasheed

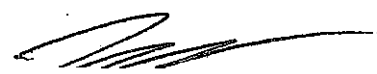
SECOND: Eason

YEAS: Abdul-Rasheed, Corbitt, Eason, Morton, Williams & Council President Perkins

NAYS: None

ABSTENTIONS: None

ABSENCE: Marable



**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF ORANGE TOWNSHIP AND SOA LOCAL 89  
(As Amended 1-7-09)**

The CITY OF ORANGE TOWNSHIP negotiations committee and the SOA LOCAL 89 negotiations committee agree to recommend for ratification and approval the following agreement for a new contract between them for the period January 1, 2008 to December 31, 2011 as follows:

1. The new contract is from January 1, 2008 to December 31, 2011.
2. There shall be across-the-board raises as follows:
  - a. January 1, 2008, 2%;
  - b. July 1, 2008, 1%;
  - c. January 1, 2009, 2%;
  - d. July 1, 2009, 1%
  - e. January 1, 2010, 2%;
  - f. July 1, 2010 1%
  - g. January 1, 2011, 2%;
  - h. July 1, 2011, 1%
3. All retroactive payments due under this Memorandum shall be paid in the first pay period in July 2009.
4. Patrolmen who are newly promoted to the rank of Sergeant shall not receive rank days for all superior ranks which, as set forth in Article XX, section 3, for current employees are three days for Sergeants, four days for Lieutenants, and five days for Captains.
5. The parties agree to the implementation of a "4-4" work schedule effective June 1, 2008. Superior Officers shall work, accordingly, 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. Annual hours worked shall be no less than 1,978. All leave time shall be converted to hours, by way of example, the current 15 eight-hour sick days, which are provided under the current "4-2" schedule for a total of 120 hours because of the current eight-hour day, shall be changed under the "4-4" work schedule to 11.162, 10.75 hour sick days. This conversion shall be applicable as well to vacation days, seniority days and rank days. The conversion to the "4-4" schedule shall only be applicable to employees who currently work and/or are assigned to the current "4-2" schedule and those assigned to patrol. Employees assigned to another schedule other than the current "4-2" schedule shall remain on that schedule. The Director retains the discretion to develop a schedule for non-patrol staff. If as a result of the schedule, those members not on a 4-4 schedule work a greater amount of hours per year, those members will be entitled to a special compensation day which will be offered in the year it is

generated and must be used in same year or will be lost. The use of such day cannot result in overtime.

5. Article XVI- Health Insurance-Section 6, shall set forth, as follows: The City shall provide employees covered under this Agreement with health benefits that are equal to or better than the coverage provided under the State Health Benefits Program ("SHBP"). The parties agree that the health benefits provided to employees shall be equal to the State Health Benefits in terms of coverage, co-pays, and premium sharing for the term of this Agreement and subsequent agreements unless negotiated. The SOA agrees to accept any change the City from the present Health Benefits Program to a different health benefits program or to a self-funded benefits program so long as the benefits are equal to or better than those provided by the SHBP at the time of the change. The City retains the option at its discretion to enroll in the SHBP without the need to have such enrollment approved by this bargaining unit.

In accordance with N.J.S.A. 40A 10-23, the City agrees to pay the premium charges for certain eligible pensioners and their dependents of record with the City at the time of retirement, covered under the City's health insurance, but not including survivors, if such employees retired on a benefit based on twenty-five (25) years or more of service credited in the retirement system, but including employees who retired on disability pensions based on fewer years of service credited in such retirement system.

6. The Unfair Labor Practice concerning "unearned/ negative sick leave" is resolved in its entirety as follows: on June 1, 2008, the City will commence recoupment or repayment of unearned sick time. The list of employees who have negative sick leave as of May 30, 2008, is attached, however, that list is by no means exhaustive and does not excuse anyone not on the list who maintains a negative sick leave balance. Recoupment of such sick leave shall be, commencing June 1, 2008, in the amount of 180 hours per year per employee that has accrued any such balance of unearned sick time until all such time has been recouped. For the time period representing the date this MOA is ratified by the City Council until December 31, 2008, the amount due per recoupment will be prorated accordingly. All employees guarantee that all unearned sick leave balances that have been accrued, or which may accrue in the future, will be paid back to the City prior to, or upon separation of employment. Moreover, should an employee become separated from the City through termination, retirement, etc., recoupment of all unearned sick leave will be immediately due to the City. All other provisions of Article V remain in full force unless specifically addressed herein. The City retains the managerial prerogative to develop a policy as to the manner in which the unearned leave is recouped from members of the bargaining unit.

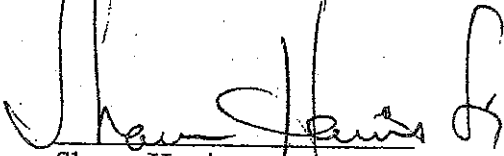
7. Article XIV, Bereavement Leave, shall set forth:
  - (a) Effective upon ratification of this MOA, time off with pay, if scheduled to work, is not to exceed four (4) consecutive working days in the event of a death in the employee's immediate family. Immediate family shall be defined as: spouse, father, mother, child (natural, adopted or foster), father-in-law, mother-in-law,

grandchildren, grandparent of employee or spouse, sister, brother, sister-in-law, brother-in-law, and individuals residing in his/her household.

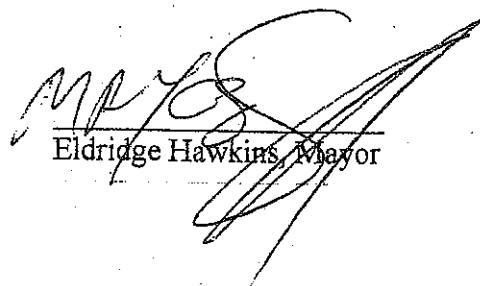
- (b) Bereavement Leave for aunts, uncles, nieces, and nephews shall be limited to one working day, if scheduled to work.
- (c) A limitation of two bereavement leave periods per year shall be allowed. Any additional need for bereavement leave shall be subject to the use of the employee's accumulated vacation or personal leave allocation.
8. Article XI, Court Time-Section 4, shall set forth: it is understood and agreed that the provisions of Article X, section 2 relating to call in pay to Superior Officers who are required to appear in the Municipal Court of the City of Orange and the Essex County Vicinage of the Superior Court of New Jersey in connection with the performance of their duties on their day off, time off, or vacation day shall be same as the call in pay as approved by the City of Orange Township and the Orange Policeman's Benevolent Association at the time of the signing of this Memorandum of Agreement. Any subsequent change in call-in pay shall be subject to negotiation.
9. The parties agree that a new, Master Collective Bargaining Agreement will be drafted which will encompass these terms as well as those contained in the Agreement between the City of Orange Township and Orange Police Department Superior Officers Association dated January 1, 1996-December 31, 1999.

The terms of this MOA are subject to ratification by the SOA and the approval of the City of Orange Township. All prior agreements are incorporated by reference in this MOA. All issues not included in this MOA shall be considered as withdrawn. PERC Arbitrator Robert M. Glasson shall retain jurisdiction of the unearned sick leave matter pending final approval of this MOA by the SOA and the City.

SUPERIOR OFFICERS ASSOCIATION

  
Shawn Harris

CITY OF ORANGE TOWNSHIP

  
Eldridge Hawkins, Mayor

Dated: Jan 15<sup>th</sup>, 2009