

CITY COUNCIL**The City of Orange Township, New Jersey**DATE September 5, 2000NUMBER 270-2000**TITLE:****A RESOLUTION AUTHORIZING RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORANGE TOWNSHIP AND THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 10**

WHEREAS, the City of Orange Township and the Firemen's Benevolent Association, Local 10, concluded negotiations of the collective bargaining agreement for the period commencing on January 1, 1997 and ending on December 31, 2001, which succeeds the collective bargaining agreement that expired on December 31, 1996 (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 agreements between the City of Orange Township and the Firemen's Mutual Benevolent Association, Local 10, regarding, among other things, wages, salaries, retroactive pay and salary deferral for the period commencing on January 1, 1997 and ending December 31, 2001.

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 Firemen's Mutual Benevolent Association, Local 10, is hereby ratified and approved.

Adopted: **September 5, 2000**



Dwight Mitchell
Municipal Clerk



Allen Barnhardt
Council President

Regular Meeting - September 5, 2000
On Consent Agenda

Motion to Adopt: Gaunt

Second: McClendon

Yeas: Gaunt, Lewis, McClendon, Page, Rimes, Riviello, Council President
Barnhardt

Nays: None

Abstentions: None

Absent: None

MEMORANDUM OF AGREEMENT

Between

City of Orange Township

and

Local 10, Firemen's Mutual Benevolent Association

WHEREAS, the FMBA and the City have conducted negotiations for a successor Collective Negotiations Agreement; and

WHEREAS, the parties have reached tentative agreement on all issues which were the subject of such negotiations;

NOW THEREFORE, the parties agree as follows:

1. **Term:** The term of the new agreement shall be five years commencing January 1, 1997 ending December 31, 2001.
2. **Salary:** For 1997, each firefighter shall receive a one-time cash stipend in the amount of 2.75% of his base rate of pay as of December 31, 1996; effective on January 1, 1998 and thereafter, salaries shall be increased across the board in the amount of 2.5% for 1998, 3.0% for 1999, 3.7% for 2000 and 3.5% for 2001. The starting salary of \$21,000 as of 1997 shall be increased in 1998 and thereafter by the same percentages. All firefighters hired after the execution of this agreement that have achieved an Associate's Degree or higher shall receive a starting salary of \$25,000 and shall thereafter be consistent with the salary guide as contained in this agreement.
3. **Salary Deferral:** The FMBA agrees to a salary deferral equal to two (2) weeks of compensation based upon the 2000 salary rate, to be implemented after

execution of the agreement. AT the option of the FMBA, one (1) day's salary may be withheld from each paycheck until the entire amount has been deferred or the entire amount shall be deducted from the retroactive salary payment.

4. **Sick Time Cap:** Effective for all firefighters hired after the execution of this agreement, the limitation on accumulation of sick time shall be one hundred twenty-six (126) days.

5. **Work Schedule:** Upon execution of this Memorandum, the parties agree to commence immediate negotiations concerning the implementation of a 24-72 work schedule. The schedule language will contain provisions for a review of the schedule upon expiration of the contract. The parties agree that Arbitrator Mason shall retain jurisdiction to resolve any disputes over negotiation, implementation, or continuation of the work schedule upon the expiration of the trial period.

6. **Summer Uniforms:** The contract language shall be amended to include revised summer uniform language in accordance with the Side Bar Agreement attached hereto.

7. **Drug Testing Policy:** The parties agree to negotiate a drug testing policy in accordance with the State of New Jersey guidelines. Arbitrator Mason shall retain jurisdiction to resolve any disputes between the parties concerning the negotiation of this issue.

8. **Ratification:** This Memorandum will not be effective until ratification by the City. The FMBA represents that it has fully ratified the substance of this Memorandum of Agreement. The City negotiating team agrees to recommend ratification by the City Council.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement by their duly authorized officers.

ATTEST:

CITY OF ORANGE TOWNSHIP

By: _____

ATTEST:

Local 10, Firemen's Mutual
Benevolent Association

By: _____