

DATE October 18, 2016NUMBER 332-2016

## 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 (PBA) concluded negotiations of the collective bargaining agreement for the period January 1, 2010 to December 31, 2020 which succeeds the collective bargaining agreement that expired on December 31, 2009 (the "Prior Collective Bargaining Agreement"); and

**WHEREAS**, the City and the PBA were unable to resolve the terms of a successor agreement following expiration of the 2006 – 2009 MOA and the matter was submitted to arbitration; and

**WHEREAS**, on July 7, 2016 the arbitrator issued his Decision and Award and the City subsequently appealed same; and

**WHEREAS**, the parties engaged in negotiations subsequent to the City filing the appeal of the Arbitrator's Award; and

**WHEREAS**, the City and the PBA have agreed upon the terms and conditions of employment set forth in the attached Memorandum of Agreement 2010 – 2020 (MOA 2020), subject to ratification of same by the City Council; and


**WHEREAS**, the City Council has reviewed and considered the MOA 2020, including the terms and conditions of employment set forth therein; and

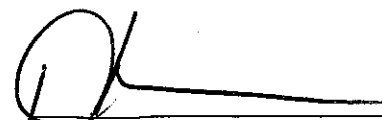
**WHEREAS**, the City has reviewed the approximate financial impact of the MOA on the 2017, 2018, 2019 and 2020 budgets as well as the financial calculations for the lump sum payments due under the MOA for the period of time from 2010 through to and including 2016;

**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 Orange Police Benevolent Association Local 89 for the period commencing January 1, 2010 and ending December 31, 2020; 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 Orange Police Benevolent Association Local 89 is hereby ratified and approved.

ADOPTED:

  
Joyce Lanier  
Municipal Clerk

  
Donna K. Williams  
Council President

**RESOLUTION 332-2016  
REGULAR MEETING – OCTOBER 18, 2016**

**ON CONSENT AGENDA**

**MOTION TO ADOPT: Eason**

**Second: Johnson, Jr.**

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

**NAYS: None**

**ABSTENTIONS: Coley**

**ABSENCES: None**

**CITY OF ORANGE TOWNSHIP AND PBA LOCAL # 89  
MEMORANDUM OF AGREEMENT 2010-2020**

WHEREAS, the City of Orange Township (City) and PBA Local #89 (PBA) are parties to a successive collective negotiations agreements (CNAs) and Memorandum of Agreements (MOAs), the most current of which expired on December 31, 2009;

WHEREAS, the parties were unable to resolve the terms of a successor agreement following expiration of the 2006-2009 MOA and the matter was ultimately submitted to interest arbitration before James W. Mastriani. On July 7, 2016, Mr. Mastriani issued his Award and the City subsequently filed an appeal of same;

WHEREAS, the parties have tentatively agreed upon the following terms and conditions of employment in lieu of the Award issued by Mr. Mastriani. Although this Agreement is subject to ratification by the City's Governing Body as well as the PBA's membership, the signatories below agree to recommend this settlement to their respective bodies:

1. DURATION. The term of the new CNA shall be January 1, 2010 to December 31, 2020. Unless otherwise set forth below, all terms set forth herein shall be retroactive to January 1, 2010.
2. OTHER TERMS. Unless otherwise stipulated below, all terms set forth in the 2002-2005 CNA and 2005-2009 MOA shall be incorporated and otherwise retained in the 2010-2020 CNA.
3. ARTICLE XXIII - WAGES.

Section 1. The following across-the-board annual wage increases shall be implemented:

2010 and 2011 - 2.5% each year  
2012 to 2016 - 1.5% each year  
2017 to 2020 - 3.0% each year

The wage increases for the years 2010-2016 shall be calculated and effectuated within 30 days of the full ratification of this Agreement by both parties. No retroactive payments shall be made. However, within 30 days of the full ratification of this Agreement by both parties, the City shall tender a lump sum payment to each current PBA member as well as each former member of the PBA.

who, subsequent to December 31, 2009, retired from the Orange Police Department as a PBA member for the years 2010-2016. For current employees, the amount of said payment shall be a fixed percentage of the individual's base salary and longevity earned immediately prior to the full ratification of this agreement by both parties. For those individuals who retired after December 31, 2009 and before the full ratification of this agreement by both parties, the amount of said payment shall be a fixed percentage of the individual's base salary and longevity earned immediately prior to his/her retirement.

The percentage shall be equal to the annual wage increases stated above for the years 2010 through 2016 for which the individual was employed by the City and a member of the PBA. The fixed percentage shall be as little as 1.5% or as much as 12.5%, depending upon the duration of the individual's length of service for current members and date of retirement for former members. For example, a current member who has been employed by the City since 2010 shall receive 12.5% of his/her base salary and longevity referred to above. A current member hired in 2014 shall receive 4.5% of his/her base salary and longevity. A member who retired in 2013, shall receive shall receive 8.0% of his/her base salary and longevity.

Section 2. Effective January 1, 2017, the Detective stipend shall be increased to \$2,000 and shall be incorporated into and otherwise distributed as part of base salary.

Section 3. Effective October 1, 2016, a new step which shall be known as an Academy Step shall be added to the current salary step scale in the amount of \$33,859.54 and shall be paid to members attending the Police Academy. Upon graduation from the academy, said member shall progress to Step One pursuant to Attachment A.

Section 4. The new salary guide is attached hereto as Attachment A shall be subject to verification of said calculations by the City. Any inaccuracies shall be communicated in writing to the PBA prior to its ratification vote.

4. ARTICLE X – OVERTIME. Section 2 shall be amended, effective January 1, 2016, so as to add the following:

In the event such overtime is cancelled prior to the officer's arrival, he/she shall receive a minimum of two (2) hours overtime compensation.

5. ARTICLE XXIV – LONGEVITY. Officers hired after the date of the full ratification of this Agreement by both parties will receive longevity as follows:

Years of Service Completed	Percentage of Salary Increase
15 years	1.5%
20 years	3%
24 years	5%

Members hired after the date of full ratification shall receive a longevity increment for years of service in the military and/or time credited in the pension system based upon years of services as a law enforcement officer, including police or corrections officer only for a federal, State, county or local agency. Time credited in the pension system for such officers shall only increase the time credited towards longevity percentage pursuant to the contract, for example: a member who joined the OPD in January 2015 with five years of service credited in the pension system for working as a police officer in Livingston, in January 2016, that member would have six (6) years of credited time towards earning the longevity percentage stated within the contract. In order to receive the longevity percentage, the member must submit proof of service for military time and/or credited time within the pension within the six (6) months of the date of hire, failure to do so will result in the loss of the credited time being recognized by the City of Orange Township for longevity purposes.

6. ARTICLE V – SICK LEAVE. Effective January 1, 2016, Section 2 will be revised to define a “day” as equal to the duration of the officer’s regularly-assigned work day. For example, an officer assigned to work 8-hour shifts shall receive fifteen (15) 8-hour sick days annually and an officer assigned to work 9.75 hour shifts shall receive fifteen (15) 9.75-hour sick days annually.

7. ARTICLE XII – VACATION. Effective January 1, 2016, all employees shall be entitled to vacation leave with pay according with the understanding that a “day” shall be defined as equal to the duration of the officer’s regularly-assigned work day, similar to sick leave above.

8. ARTICLE XIII – PERSONAL DAYS. Effective January 1, 2016, all employees shall be entitled to personal leave with pay with the understanding that a “day” shall be defined as equal to the duration of the officer’s regularly-assigned work day, similar to sick leave above.

9. ARTICLE XI - COURT TIME. Effective upon the full ratification of this Agreement by both parties, Section 4 shall be revised so as to increase the minimum call-in pay for Orange Municipal Court from three (3) hours to four (4) hours.

10. ARTICLE XIV - BEREAVEMENT LEAVE. Effective upon the full ratification


of this Agreement by both parties, Section 1 shall be revised so as to provide each officer five (5) consecutive bereavement leave days with pay in the event of the death of an immediate family member. Immediate family shall be defined as spouse, father, mother, child (natural, adopted or foster), father-in-law, mother-in-law, grandchildren, spouse's grandchildren, sister, brother, sister-in-law, brother-in-law, and any other person residing in the household. Also, Section 2 shall be revised so as to provide two (2) consecutive days bereavement leave with pay in the event of the death of other relatives including, but not limited to, aunts, uncles, nieces and nephews.

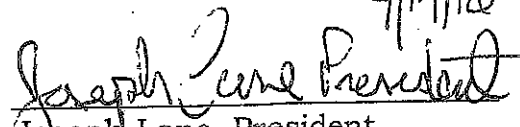
11. 911 CERTIFICATION. Effective upon the full ratification of this Agreement by both parties, each officer shall be provided an annual stipend of \$1,000 provided that he/she obtains and maintains a valid 911 certification. Said compensation shall be incorporated into and otherwise distributed as part of base salary.

12. Upon full ratification of the Agreement, the City shall withdraw with prejudice its appeal of Mr. Mastriani's Award referred to above and, notwithstanding the existence of said Award, the parties' shall be bound by the terms set forth herewith.

City of Orange Township

PBA Local #89

  
Dwayne D. Warren, Esq., Mayor  
Dated:

9/14/16  
  
Joseph Lane, President  
Dated:

**EXHIBIT "A"**  
**PBA**

Contractual Increases Per MOA 1/1/2010 - 12/31/2020  
Percentage Increases Effective January 1 of each year

Steps ↓	2009 ↓	2010 ↓	2011 ↓	2012 ↓	2013 ↓	2014 ↓	2015 ↓	2016 ↓	2017 ↓	2018 ↓	2019 ↓	2020 ↓
Academy	Current Salary	2.5%	2.5%	1.5%	1.5%	1.5%	1.5%	1.5%	3%	3%	3%	3%
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,859.54	\$34,875.33	\$35,921.59	\$36,999.23	\$38,109.21
1	\$35,859.54	\$36,756.03	\$37,674.93	\$38,240.05	\$38,813.65	\$39,395.86	\$39,986.80	\$40,586.60	\$41,804.20	\$43,058.32	\$44,350.07	\$45,680.57
2	\$43,170.82	\$44,250.09	\$45,356.34	\$46,036.69	\$46,727.24	\$47,428.15	\$48,139.57	\$48,861.66	\$50,327.51	\$51,837.34	\$53,392.46	\$54,994.23
3	\$50,482.11	\$51,744.16	\$53,037.77	\$53,833.33	\$54,640.83	\$55,460.45	\$56,292.35	\$57,136.74	\$58,850.84	\$60,616.37	\$62,434.86	\$64,307.90
4	\$57,793.39	\$59,238.22	\$60,719.18	\$61,629.97	\$62,554.42	\$63,492.73	\$64,445.12	\$65,411.80	\$67,374.16	\$69,395.38	\$71,477.24	\$73,621.56
5	\$65,104.68	\$66,732.30	\$68,400.60	\$69,426.61	\$70,468.01	\$71,525.03	\$72,597.91	\$73,686.88	\$75,897.48	\$78,174.41	\$80,519.64	\$82,935.23
6	\$72,415.96	\$74,226.36	\$76,082.02	\$77,223.25	\$78,381.60	\$79,557.32	\$80,750.68	\$81,961.94	\$84,420.80	\$86,953.42	\$89,562.03	\$92,248.89
7	\$79,727.24	\$81,720.42	\$83,763.43	\$85,019.88	\$86,295.18	\$87,589.61	\$88,903.45	\$90,237.00	\$92,944.12	\$95,732.44	\$98,604.41	\$101,562.54