

RESOLUTION

WHEREAS, the Township of West Orange has entered into discussions with the West Orange Fire Superior Officer's Association to explore options to reduce the budget deficit to avoid the approved lay-off plan in the Fire Department; and

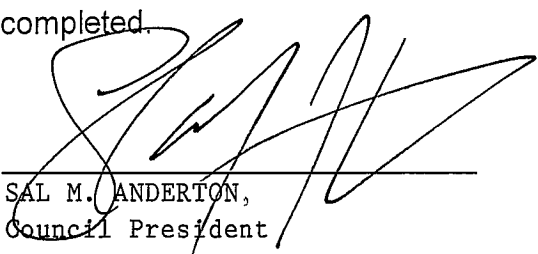
WHEREAS, the parties have reached a tentative agreement to avoid the approved lay-off of the members of the West Orange Fire Superior Officer's Association; and

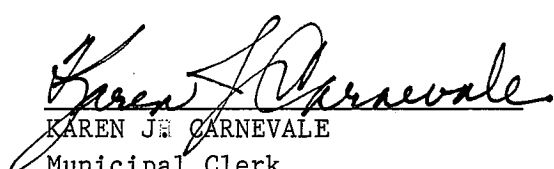
WHEREAS, the union has subsequently ratified the tentative terms of that agreement; and

WHEREAS, THE Township desires to ratify the terms of the parties' Agreement.

NOW, THEREFORE, BE IT RESOLVED, the Township ratifies the Terms contained in the Memorandum of Agreement for 2010, 2011, 2012, and 2013, attached hereto and incorporated herein by reference, for inclusion in a successor collective bargaining agreement between the Township of West Orange and the West Orange Fire Superior Officer's Association.

BE IT FURTHER RESOLVED that the Township labor counsel is directed To incorporate said terms into the parties' collective bargaining agreement and Authorizes the Mayor to execute said collective bargaining agreement when completed.


SAL M. ANDERTON,
Council President


KAREN J. CARNEVALE
Municipal Clerk

MEMORANDUM OF AGREEMENT

The Township of West Orange (the "Township") and the West Orange Fire Superior Officer Association, ("the FSOA") on this _____ day of March, 2011 agree to recommend the ratification and approval of the following agreements:

Duration of the Contract: January 1, 2010 to December 31, 2013

Wages:	a) Effective 1-1-2010	0%
	b) Effective 1-1-2011	0%
	c) Effective 1-1-2012	2%
	d) Effective 1-1-2013	2%

All salary increases are across the board.

Insurance Contribution: Effective April 1, 2011 all members in the bargaining unit shall contribute seven point five percent (7.5%) of their pensionable salary toward the total cost of all insurance coverage provided by the Township which shall include Medical, Prescription and Dental costs. The 7.5% contribution shall not be applied to any previous or future retirees and shall only be applied to active members of the bargaining unit.

If the State of New Jersey passes legislation that increases public employee contributions more than the current 1.5% of pensionable salary required by law, in the form of a percentage of pensionable salary or a percentage of benefit costs, or any other calculation (hereinafter "State Contribution"), prior to the termination of this collective bargaining agreement, members of the bargaining unit shall not be required to pay both the agreed upon 7.5% of pensionable salary contribution and any State Contribution imposed. Furthermore, members of the bargaining unit shall not be required to make any contribution toward benefits that ever exceeds 7.5% of pensionable

salary, unless any imposed State Contribution mandates that a larger payment must be paid notwithstanding this collective bargaining agreement. In that case, the 7.5% contribution of pensionable salary negotiated in this agreement shall be eliminated.

If the State Contribution must be paid and it is less in total than 7.5% of a member of the bargaining member's pensionable salary, than the 7.5% of pensionable salary contribution negotiated in this agreement shall be adjusted to offset the State Contribution to equal 7.5% of a member of the bargaining unit's pensionable salary. However, this will only happen if the State Contribution is required to be imposed by the Township before the expiration of this Collective Bargaining Agreement.

To be specific, if the State Contribution does not recognize this collective bargaining agreement and subjects members of the bargaining unit to the State Contribution even though this collective bargaining agreement is in place, than the offset shall be calculated immediately upon enactment of the State legislation regardless of the terms of this agreement. If the State Contribution does recognize this collective bargaining agreement and does not apply until the expiration date of this collective bargaining agreement, then the offset shall be effective immediately upon expiration of this collective bargaining agreement as required by the State Contribution law.

The Township shall meet with members of the collective bargaining unit 6 months prior to the expiration of this collective bargaining agreement to review any State imposed requirements enacted at that time.

This Insurance contribution will eliminate the current one point five percent (1.5%) employee contribution and any contribution being made by any employee who is currently paying fifty percent (50%) of their Prescription and Dental Insurance costs.

Exchange of Times

Article XI – Hours of Duty shall be amended as follows:

The Director and/or Chief of the Fire Department may, at his discretion, grant the request of any two (2) members of the bargaining unit to exercise change of times. Change of Time Policy shall begin at **four (4) hours and one (1) minute** through twenty-four (24) hours equivalent to one (1) change of time charged to

the requester. Limit of **eighteen (18)** with additional days in groups of six (6), approved by the Director and/or Chief.

Vacation Requests

Vacation picks requested outside the normal vacation request procedure, due by January 1st of any given year, as per **Article XII, pages twenty (20) and twenty-one (21)** shall be amended to include the attached Temporary Vacation Schedule after approval by the Township, FMBA Local 28 and the West Orange Fire Superior Officers Association.

Staffing Levels:

The Township agrees to a fifteen (15) person minimum staffing level for contract year 2011. The Township shall review minimum staffing levels on November 1, 2011 for contract year 2012 and November 1, 2012 for contract year 2013 to determine whether the staffing levels for those years shall be increased or decreased.

Layoffs and Demotions:

It is the intent of the parties to agree to avoid any layoffs or demotions within the unit for the duration of the contract. The Township agrees to no layoffs or demotions for contract year 2011. However, if layoffs or demotions become necessary in contract years 2012 and 2013 the Township agrees that the seven point five percent (7.5%) Insurance Contribution shall be eliminated for all members in the bargaining unit on the day the layoff plan is submitted to the New Jersey Civil Service Commission.

EMT Stipend

Article XXXV– EMT Training and Compensation shall be replaced as follows:

Effective January 1, 2012 all members of the bargaining unit shall receive a \$3000 annual stipend as part of their base salary to maintain their EMT Certifications. The stipend will continue to be paid as it has always been paid, and will be included in pensionable base salary subject to rules of New Jersey Division of Pensions and Benefits.

Members of the bargaining unit possessing only EMS (First Responder) certification shall receive no stipend. Annual EMT stipends will be prorated based upon when the certification was obtained during the calendar year. All training is provided by the

Township unless a member fails to recertify before the EMT Certification expires.

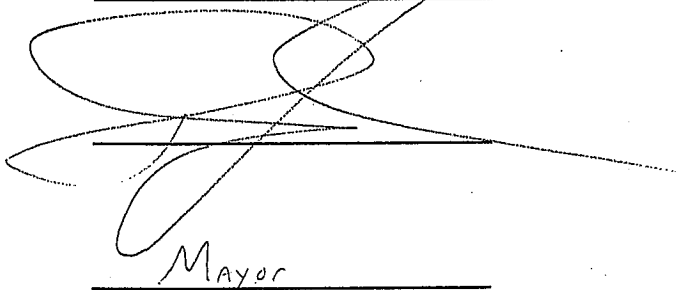
PERSONAL DAYS:

ARTICLE XVIII – Personal Days and Seniority Days, Section A, shall be amended as follows:

Effective January 1, 2012 all employees by the terms of this agreement will be allowed five (5) personal days of their choice for which they will not have to report to work and for which they will receive full pay. Two (2) of the five (5) personal days shall be used by the employee at any time and shall not be denied by the Chief/Director for any reason unless the two (2) days are requested during any National Disaster, Declared State of Emergency or on any one of the thirteen (13) annual holidays allocated to employees of the bargaining unit. as spelled out in **Article VIII, Section C** of the current collective bargaining agreement. If the two (2) days are not used for any reason by an employee during any calendar year the days will be lost on December 31st of that calendar year.

TOWNSHIP OF WEST ORANGE

Robert Parisi

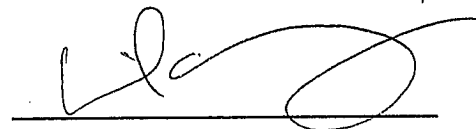


Mayor

DATE: 3/14/11

**WEST ORANGE FIRE SUPERIOR
OFFICER ASSOCIATION, LOCAL 228**

Robert DSWANEY



President Local 228

DATE: 3/14/2011

ATTEST TO: 
Township Clerk