

**MEMORANDUM OF AGREEMENT FOR A FIVE YEAR CONTRACT BETWEEN THE
TOWNSHIP OF WEST ORANGE AND THE WEST ORANGE FIRE SUPERIOR
OFFICERS ASSOCIATION**

1. Upon retirement the Township shall pay for the cost of retiree health and prescription coverage with the exception of contributions for PFRS Tier 2 or above for all Fire Superior Officers who are employed on the date the new contract is signed, and those firefighters who are employed by the Township on the date that the new contract is signed and who are subsequently promoted into the Fire Superior Officers unit ("Future Fire Superior Officers"). With respect to said Fire Superior Officers and Future Fire Superior Officers, the Township agrees to execute an individual vesting agreement, attached hereto as exhibit A, for each covered Fire Superior Officer and Future Fire Superior Officer and agrees to honor the terms of said agreement. The Fire Superior Officers Association agrees that it will not file any action regarding the individual vesting agreement except for a claim to enforce the individual vesting agreement.

2. The Township shall pay in full this cost for retiree health and prescription coverage for the duration of the Fire Superior Officers' and Future Fire Superior Officers' retirement life including surviving spouse coverage and all eligible dependents, including survivors for all Fire Superior Officers who meet the requirements set forth in paragraph 1.

3. The vested benefits in retirement that a Fire Superior Officer, who is party to an individual agreement identified in paragraph 1 above, receives shall be equal to or better than the level of benefits (and plan design) that the Fire Superior Officer was enrolled in on the day immediately prior to the date of retirement.

4. The EMT stipend shall be increased by \$1000.00 dollars for a total of \$4,000.00 for all Fire Superior Officers who possess an EMT certification and shall be payable in the first (1st) payroll of 2019. The EMT stipend shall be increased to a total of \$4,250.00 in 2021 and to a total of \$4,500.00 in 2022.

5. Five year term with the following base salary increases:

2018	1/1/18	0%		
2019	1/1/19	0%		
2020	1/1/20	1.50 %	7/1/20	1.50 %
2021	1/1/21	1.50 %	7/1/21	1.50 %
2022	1/1/22	3%		

6. Retiree Benefits / Additional: All future Fire Superior Officers who are first hired by the Township as firefighters after the date the new contract is signed will not receive retiree health and prescription coverage. Each Fire Superior Officer employed on the date that the new contract is signed and those firefighters who are promoted into the Fire Superior Officer unit and were employed by the Township on the date the new contract is signed shall maintain their retiree health and prescription coverage pursuant to their individual vesting agreement. The Township agrees to contribute 10.5% of the newly hired employees gross salary (defined as base salary, holiday pay, longevity pay, EMT stipend) every pay period throughout the year for the duration of the members employment with the Township, into a tax deferred compensation plan to be utilized for the prospective purchase of any health and prescription benefits needed by the employee upon severance of employment from the Township.

a. It is contemplated by the parties that the vehicle to be offered is a 457 deferred compensation plan. It is further agreed between the parties that the Township will continue to offer the products currently offered by Mass Mutual and/or Valic based upon their current guaranteed rates of return, as long as said services remain available to the Township. If it is determined and agreed by all parties that the 457 is not the appropriate vehicle to utilize, or, if a court of competent jurisdiction or government agency determines that the 457 is not the legal vehicle, the parties agree to mutually arrive at an equivalent successor vehicle (such as c1 whole life insurance policy), which accomplishes the objectives set forth above.

b. The Township shall treat the aforementioned contributions as pensionable income pursuant to N.J.A.C. 17:4-4.1 and shall make all pension contributions based upon gross salary as defined above and the additional percentage Township agrees to contribute to the 457 deferred compensation plan referenced herein.

c. Active Member Death: If an Active member dies, regardless of date of hire, or is awarded a PFRS accidental disability pension for actions taken on duty or while performing firefighter duties off duty, the Township agrees to pay 100 percent of the Health and Prescription benefits premiums for the member and the surviving spouse for his/her life and eligible dependents.

7. The prior MOA's provision regarding longevity pay is withdrawn, and longevity shall be maintained as it existed in the parties' 2014-2017 contract.

8. Existing health and prescription benefit coverage cost for active Fire Superior Officers that are calculated based on previously negotiated contracts will all convert to chapter 78 guidelines. All current and future active Fire Superior Officers will contribute to health and prescription costs in accordance with current chapter 78 guidelines.

9. Article 17, Insurance, Section c, Lay-offs and Demotions shall be eliminated in the new contract.

10. All Fire Superior Officers in PFRS Tier 2 and above will receive a one and one-half percent (1.5%) increase in their longevity pay, in their twenty fourth (24th) year of employment, increasing the 24th year percentage from ten percent (10%) to eleven point five percent (11.5%).

11. This Agreement is subject to ratification by the Association's membership and approval of the Township's governing body.

For the Association


Frank Noborine, President

Dated: 4/13/2021

For the Township


John K. Sayers, Business
Administrator

Dated: 4/14/21