

**Memorandum of Agreement  
Between  
The West Orange Firefighters Mutual Benevolent Association,  
Local 28 ("FMBA")  
and  
The Township of West Orange (the "Township")**

The Township and the FMBA (collectively, the "Parties") have engaged in good faith collective negotiations for a successor collective bargaining agreement, and hereby agree to the following terms and conditions of employment set forth in this Memorandum of Agreement ("MOA"). Unless otherwise stipulated in this MOA, all other provisions of the Parties' January 1, 2014 to December 31, 2017 collective bargaining agreement shall remain in effect and otherwise unchanged. This MOA is subject to the approval of the FMBA and ratification by the Township's Council. This MOA is not binding until fully ratified by both Parties.

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 Firefighters who are employed on the date the new contract is signed. With respect to said Firefighters, the Township agrees to execute an individual vesting agreement, attached hereto as exhibit A, for each covered Firefighter and agrees to honor the terms of said agreement. The FMBA 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 Firefighter's retirement life including surviving spouse coverage and all eligible dependents, including survivors for all Firefighters who meet the requirements set forth in paragraph 1.
3. The vested benefits in retirement that a Firefighter 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 Firefighter 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 Firefighters 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.

TOWNSHIP OF WEST ORANGE

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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%     |        |        |

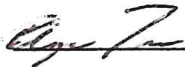
6. Retiree Benefits / Additional: Each Firefighter employed on the date that the new contract is signed shall maintain their retiree health and prescription coverage pursuant to their individual vesting agreement. All future Firefighters who are hired by the Township after the date the new contract is signed will not receive retiree health and prescription coverage. 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. Existing health and prescription benefit coverage cost for active Firefighters that are calculated based on previously negotiated contracts will all convert to chapter 78 guidelines. All current and future active Firefighters will contribute to health and prescription costs in accordance with current chapter 78 guidelines.
8. Article 18, Insurance, Section C, Lay-offs and Demotions shall be eliminated in the new contract.
9. All Firefighters 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%).
10. Firefighters who provide proof of military service time within ninety (90) days of the date of this MOA will receive credit for that military service time in addition to their length of service with the Township for the purposes of calculating their longevity under the parties' contract. New hires must provide proof of military service within ninety (90) days of their date of hire to count that time toward their eligibility for longevity. Only military service time will be considered; other pensionable time or other employment outside of the Township of West Orange will not be considered.
11. This Agreement is subject to ratification by the Association's membership and approval of the Township's governing body.

For the Association

For the Township

 Local 28  
\_\_\_\_\_  
, President

\_\_\_\_\_  
John K. Sayers, Business Administrator

Dated: 4-28-21

Dated:   
\_\_\_\_\_  
Robert Parisi / Mayor  
4/28/21