

**2024-2028 MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE TOWNSHIP OF WEST ORANGE
AND
WEST ORANGE PBA LOCAL #25**

363-24

WHEREAS, the Township of West Orange (Township) and the West Orange PBA Local #25 (PBA) are parties to a series of successive collective negotiations agreements (CNAs), the most recent of which covered the period of January 1, 2018 through December 31, 2022 as well as a one (1) year extension through December 31, 2023;

WHEREAS, the parties have engaged in good faith negotiations re the terms of a successor collective negotiations agreement for the years 2024 through 2028;

WHEREAS, the parties have agreed upon the terms and conditions set forth below, subject to the ratification by the PBA's membership as well as the Township's Governing Body;

WHEREAS, all terms set forth below shall be retroactive to January 1, 2024 unless otherwise stipulated below. Moreover, again unless otherwise stipulated below, the terms set forth herein shall apply to any member who retired on or after January 1, 2024 and prior to the ratification of this Agreement by both parties. Lastly, all terms set forth in the parties' 2018 - 2022 CNA and one (1) year extension for 2023 shall be retained, unchanged, in the successor agreement unless otherwise stipulated below.

NOW, THEREFORE BE IT RESOLVED, the parties tentatively agree as follows:

DURATION. Five (5) years: January 1, 2024 through December 31, 2028.

ARTICLE V – RETIREMENT (pg. 6).

The current text shall be replaced with the following:

“Consistent with the provisions of Article XXI, Paragraph G, with respect to those members employed prior to February 15, 2022 as well as those who retired prior February 15, 2022, the Township shall pay 100% of the premiums for Medical and Prescription benefits upon Retirement for Retirees, Spouse and Eligible Dependents for life, the premiums for said benefits to be paid 100% by the Township.

Members hired after February 15, 2022 shall not be eligible for Township paid medical and prescription benefits in retirement. Rather, as per Article XXI, Paragraph G, the Township shall contribute 10.5% of those members' gross salary (defined as base salary, holiday pay, longevity pay, detective stipend and stipends set forth in Article XX herein combined) every pay period throughout the year for the duration of those 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 member upon severance of employment from the Township.

Notwithstanding any of the above, 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 police duties of duty, the Township shall pay 100% of the Health and Prescription benefits premiums for the member and the surviving spouse for his/her life and eligible dependents.

Moreover, all other existing retirement rights set forth in current Township Ordinance shall not be unilaterally reduced or modified by the Township."

ARTICLE VII – WORK WEEK OVERTIME (pg. 8).

Section 3.

Effective January 1, 2025, the annual stipends for Line Detectives and Administrative Detectives shall be increased by \$500 to \$2,500 and \$1,500, respectively.

The parties' settlement re the PBA's On-Call compensation grievance (NJSBM Case No. 21-0062) dated October 3, 2022 shall be incorporated herein, replacing the existing text reference to 4 hours On-Call time off for each 24 hour period with the following:

"1. Effective January 1, 2022, each on-call assignment shall be deemed to have excluded not only those hours the on-call Detectives and Detective Supervisors worked his/her regular tour of duty but also those hours other CID personnel worked their regular tour of duty. For example, if the on-call Detective and or Detective Supervisor worked his/her regular tour of duty from 8am – 4pm and other CID personnel worked their regular tour of duty from 4pm – Midnight, then the Detective and/or Detective Supervisor was on-call for eight (8) hours (Midnight to 8am) and is entitled to one (1) hour at the rate of time and one-half (1 ½) – or one and one-half (1 ½) hours total – in cash or compensatory time at his/her option. Again, if the on-call Detective and or Detective Supervisor utilized paid leave other than sick leave and did not work his/her regular tour of duty, then he/she shall have remained on-call for those hours that no other CID personnel worked their regular tour of duty.

2. Effective October 3, 2022 each on-call assignment shall be eight (8) hours in duration as per a weekly schedule posted by the Chief or his designee. Said schedule shall be posted at least three (3) weeks in advance. The PBA and SOA recognize the Township's managerial prerogative to include one or both of Detectives and/or Detective Supervisors for a given on-call assignment when setting the schedule.

3. In the event the Township reduces or increases the duration of any on-call assignment to an amount other than eight (8) hours, the parties shall meet and negotiate the appropriate compensation for same before there is any reduction in compensation for any on-call assignment.

4. The one (1) hour on-call compensation referred to above shall be due and owing even if the on-call officer is called into duty during the on-call assignment while otherwise off-duty."

A.P

ARTICLE IX – HOLIDAYS (pg. 11).

Section 1. Revise list of holidays so as to reflect current practice by: (1) adding Juneteenth; and (2) substituting Lincoln's and Washington's Birthdays with Presidents' Day.

ARTICLE X – INJURY LEAVE (pg. 12).

The current text shall be replaced with the following:

"In the event a member is injured or becomes ill on duty or as a result of performance of his or her duties while off duty and is unable to report for duty, the Township shall compensate said member 100% of his/her compensation, inclusive of stipends, and other benefits until said member is cleared for return to duty. No paid leave shall be deducted from the member's accrued paid leave as a result of his/her absence. It is understood that any injury, illness, exposure or incident shall be compensable under this provision when same would qualify the member for temporary Workers Compensation benefits. It is further understood that any amount received by the member in temporary Workers Compensation benefits shall be credited against the amount paid by the Township so the member is at 100% of compensation. This does not affect any permanent Workers Compensation award/benefit.

In the event there is an initial dispute about the eligibility for temporary Workers Compensation benefits the member shall receive injury on duty payments set forth above until there is a determination that such absence is not eligible for Workers Compensation benefits at which time injury on duty benefits will prospectively cease and shall not be reinstated unless the determination is later revised; and, if such determination is reversed reimbursement to the member shall be retroactive to date of initial rescission, unless otherwise stated."

ARTICLE XI – SICK LEAVE (pg. 13).

Add the following paragraph to the existing text:

"D. Each member shall be afforded fifteen (15) sick days annually. Earned and unused sick leave shall accumulate year to year with no limitation. Upon retirement, each member shall be compensated for all such accumulated leave pursuant to the existing Township practice. However, such compensation due and owing to all officers hired on or after May 21, 2010 shall not exceed \$15,000 and shall be payable only at retirement, as per N.J.S.A. 11A:6-19.2."

ARTICLE XIII – CLOTHING ALLOWANCE (pg. 15).

Section 1. Increase annual clothing allowance from \$900 to:

2024	\$950
2025	\$1,000
2026, 2027 & 2028	\$1,050

A.P

ARTICLE XVI – GRIEVANCE PROCEDURE (pg. 16).

Paragraph 4, subparagraph C. Replace New Jersey State Board of Mediation with New Jersey Public employment Relations Commission.

ARTICLE XVII – QUALIFICATION OF EMPLOYMENT (pg. 20).

Add to existing text:

“The Township to assume all fees and costs re each officer’s initial licensing and all subsequent renewals.”

ARTICLE XX – BASE SALARY (pg. 23).

Paragraph 1. Annual across-the-board salary increases for 2024 through 2028 shall be effective (and retroactive) as follows:

January 1, 2024:	1.5%
July 1, 2024:	1.5%
January 1, 2025:	3.0%
January 1, 2026:	3.0%
January 1, 2027:	3.0%
January 1, 2028:	3.0%

Paragraph 2. The salary guide for all officers hired before February 28, 2014 shall be eliminated as all are at top step.

Paragraph 3. The caption of the salary guide shall be revised so as to apply to all officers regardless of date of hire. The 2024-2028 salary guide is attached hereto as Exhibit A.

Paragraph 4. The caption shall be revised so as to apply to all officers regardless of date of hire and the base training salary for the years 2024 – 2028 by the same percentages as set forth in Paragraph 1 above. Same is also set forth in attached Exhibit A.

Paragraph 5. Revise to add the following:

A bi-monthly payroll may be implemented provided that: (1) the Township provides the PBA at least sixty (60) days’ advance notice; (2) same is implemented in January of a given contract year; and (3) the Township tenders each member’s annual salary in full for the calendar year immediately preceding the switch to a bi-monthly payroll.

Paragraph 6.

Subparagraph A through E shall be replaced with the following:

“A. All members of the bargaining unit shall receive a \$4,500 annual allowance as part of their pensionable base salary. Said allowance annual allowance shall be increased to \$5,000 for years 2025, 2026, 2027 and 2028.”

Existing subparagraph F shall be re-labeled "B".

Paragraph 7 (new). The parties' existing Longevity pay entitlement, which shall be payable upon the member's completion of the years set forth below, shall be codified as follows:

Year 5	2%
Year 10	4%
Year 15	6%
Year 20	8%
Year 24	10%

ARTICLE XXI – HEALTH BENEFITS (pg. 27).

Paragraphs D, E and F. Identify specific Aetna Health Plan; Prescription Plan and Dental Plan and attach summary of coverage for each plan to the CNA as exhibits.

Paragraph G. Current text must be revised so as to replace several references to ".....signing of this Agreement....." with "....prior to February 15, 2022....."

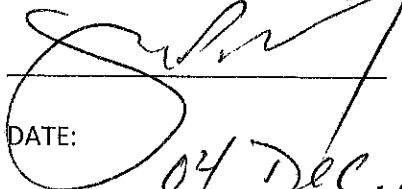
ARTICLE XXIII – SCHOOLING (pg. 31).

Replace current annual \$400 (Associates) and \$800 (Bachelors) lump sum allowances payable each August by: (1) expressly identifying the below dollar amounts payable to officers possessing the applicable degree(s); and (2) effective January 1, 2025, distributing same on a prorated basis each pay period along with base salary. Said payment shall be applicable to any such Degree, not just police administration, from an accredited institution of higher learning and payable upon production of sufficient proof to the Business Administrator of said Degree:

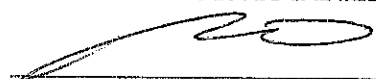
Associates	\$500
Bachelors	\$1,000

The signatories below agree to recommend to their respective constituents that the above terms be ratified and otherwise approved.

TOWNSHIP OF WEST ORANGE


DATE: 04 Dec. 2024

WEST ORANGE PBA LOCAL #25

 President PBA
DATE: 12/2/2024

West Orange -and- PBA 2024-2028 MOA

EXHIBIT A – Salary Guide

	<u>2023 Salary</u>	<u>1/1/2024</u>	<u>7/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>
<u>MAXIMUM</u>							
<u>STEP</u>	102,940	\$104,484.00	\$106,051.00	\$109,233.00	\$112,510.00	\$115,885.00	\$119,362.00
<u>STEP 7</u>	97,825	\$99,292.00	\$100,781.00	\$103,804.00	\$106,918.00	\$110,126.00	\$113,430.00
<u>STEP 6</u>	92,709	\$94,100.00	\$95,512.00	\$98,377.00	\$101,328.00	\$104,368.00	\$107,499.00
<u>STEP 5</u>	87,593	\$88,907.00	\$90,241.00	\$92,948.00	\$95,736.00	\$98,608.00	\$101,566.00
<u>STEP 4</u>	82,478	\$83,715.00	\$84,971.00	\$87,520.00	\$90,146.00	\$92,850.00	\$95,636.00
<u>STEP 3</u>	77,362	\$78,522.00	\$79,700.00	\$82,091.00	\$84,554.00	\$87,091.00	\$89,704.00
<u>STEP 2</u>	72,247	\$73,331.00	\$74,431.00	\$76,664.00	\$78,964.00	\$81,333.00	\$83,773.00
<u>STEP 1</u>	67,131	\$68,138.00	\$69,160.00	\$71,235.00	\$73,372.00	\$75,573.00	\$77,840.00
<u>MINIMUM</u>							
<u>STEP</u>	62,016	\$62,946.00	\$63,890.00	\$65,807.00	\$67,781.00	\$69,814.00	\$71,908.00
<u>BASE</u>							
<u>TRAINING</u>	50,452	\$51,209.00	\$51,977.00	\$53,536.00	\$55,142.00	\$56,796.00	\$58,500.00