

January 1, 2024- December 31, 2028
Memorandum of Agreement Between
The Township of West Orange
and

364-24

West Orange PBA Local #25, Superiors Officers Association (SOA)

Whereas, the Township of West Orange (Township) and the West Orange PBA Local #25, Superiors Officers Association (SOA) 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; and

Whereas, the parties have engaged in good faith negotiations regarding the terms of a successor collective negotiations agreement for the years 2024 through 2028 and have agreed that 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 modified by the terms stated below;¹ and

Whereas, all terms set forth below shall be retroactive to January 1, 2024 unless otherwise stipulated below and 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; and

Whereas, the parties have agreed upon the terms and conditions set forth below, subject to the ratification by the SOA's membership as well as the Township's Governing Body; and
NOW, THEREFORE BE IT RESOLVED, the parties agree as follows:

¹ Dates may be updated to reflect the current term of agreement if applicable.

HC

DURATION.

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

ARTICLE 5- RETIREMENT

Add: Retiree Medical Benefits are set forth in Article 21.

ARTICLE 7 - WORK WEEK OVERTIME

Divide #3 into two subparts, A and B, with B reflecting grievance settlement:

Section 3:

A: Stipends – Retain existing language for stipends.

Add: Effective January 1, 2025, the stipend for Line Detective, Administrative Detective, and Captains shall be increased by \$500.

B. On Call – Add language from the on-call grievance settlement and replace 4 hours on-call time off for 24-hour period language 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."

ARTICLE 9 – HOLIDAYS

Add Juneteenth and Presidents' Day to listing: delete Lincoln's Birthday and Washington's Birthday from listed holidays.

ARTICLE 10 - INJURY LEAVE (pg. 12).

The current text shall be replaced with the following language to conform to practice:

In the event a member is injured 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 their compensation inclusive of stipends and other benefits until said

member is cleared for return to duty. No paid leave shall be deducted from the members accrued paid leave as a result of their absence. It is understood that any injury, exposure, or incident shall be compensable under this provision when such injury, exposure, or incident 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 11 – SICK LEAVE

Replace the current text with the following:

"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 be subject to limitations of N.J.S.A. 11A:6-19.2."

ARTICLE 13 – CLOTHING ALLOWANCE

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

2024:	\$950 per year
2025:	\$1,000 per year
2026, 2027, and 2028:	\$1,050 per year

ARTICLE 16 – GRIEVANCE PROCEDURE

Clarify #2: After "Civil Service Commission" add the phrase "as major discipline."

Clarify #4c: Replace State Board of Mediation with reference to PERC selection process.

Modify #5 as follows:

- Replace 1st paragraph with: Charges or complaints against any member of the Police Department shall be investigated pursuant to New Jersey Attorney General Guidelines on Internal Affairs.
- Revise subpart b to add: Any adverse decision on minor discipline may be submitted to arbitration by the Union pursuant to 4c.

ARTICLE 20 – BASE SALARY

Section 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%

The Salary Guide shall be attached.

Section 3: 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 in 2024. 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".

Section 5: Revise to add the following:

A bi-monthly payroll may be implemented provided that: (1) the Township provides the SOA 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.

Section 6 (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 21 – HEALTH BENEFITS

Sections 4, 5, and 6. Identify specific Aetna Health Plan; Prescription Plan and Dental Plan and attach summary of coverage for each plan as appendices.

Section 7.

Revise current text to replace all references to "signing of this agreement" with "February 15, 2022" as applicable.

ARTICLE 23 - SCHOOLING

Effective January 1, 2025 replace current annual \$400 (Associates) and \$800 (Bachelors) lump sum allowances payable each August by: (1) expressly identifying the below dollar amounts payable to members possessing the applicable degree(s); and (2) 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

ARTICLE 24 MISCELLANEOUS

Licensing: Any cost for police licensing or renewal is to be paid for by the Township or reimbursed to the employee.

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, SOA

SOA PRESIDENT

DATE: 12/03/24

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West Orange Township -and- West Orange PBA Local 25 Superior Officers Association SOA 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>CAPTAINS</u>		1.50%	1.50%	3.00%	3.00%	3.00%	3.00%
<u>Max. Step</u>	147,306	\$149,516.00	\$151,759.00	\$156,312.00	\$161,001.00	\$165,831.00	\$170,806.00
<u>LIEUTENANTS</u>							
<u>Max. Step.</u>	130,361	\$132,316.00	\$134,301.00	\$138,330.00	\$142,480.00	\$146,754.00	\$151,157.00
<u>Min. Step</u>	121,503	\$123,326.00	\$125,176.00	\$128,931.00	\$132,799.00	\$136,783.00	\$140,886.00
<u>SERGEANTS</u>							
<u>Max. Step</u>	115,369	\$117,100.00	\$118,857.00	\$122,423.00	\$126,096.00	\$129,879.00	\$133,775.00
<u>Min. Step</u>	108,490	\$110,117.00	\$111,769.00	\$115,122.00	\$118,576.00	\$122,133.00	\$125,797.00

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