

2024-2028 MEMORANDUM OF AGREEMENT

366-24

BY AND BETWEEN

THE TOWNSHIP OF WEST ORANGE

AND

WEST ORANGE FIRE SUPERIOR OFFICERS ASSOCIATION

WHEREAS, the Township of West Orange (Township) and the West Orange Fire Superior 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, 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 SOA'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 - 2023 CNA 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 VIII – SALARIES (pg. 10).

Paragraph A.

The first two sentences shall be revised as follows:

“Upon promotion to any Officer's Rank, the individual shall go to minimum salary for that rank. If said promotion occurred prior to September 1st, he/she shall progress to maximum on the following January 1st. If said promotion occurred on or after September 1st, he/she shall progress to maximum on their first anniversary date.”

Annual across-the-board salary increases 2024 through 2028 shall be 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%

Effective January 1, 2025, annual Inspector Stipend, to be distributed as part of base pay, and contingent upon said member maintaining his/her license: \$500.

Effective January 1, 2025, annual Administrative Stipend, to be distributed as part of base pay to those members assigned to Admin: \$2,500.

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.

ARTICLE IX – SCHOLASTIC CREDIT COMPENSATION (pg. 13).

New Paragraph C. The following clause shall be added to this paragraph:

6. Effective January 1, 2025, Article IX, Section A shall no longer be applicable. Instead, permanent regular members of the uniformed Fire Department possessing a Bachelor's Degree in any field of study from an accredited institution shall be entitled to receive \$1,200 annually after submitting proof of said Bachelor's Degree to the Business Administrator. Said lump sum compensation shall be tendered annually each August.

ARTICLE X – OVERTIME (pg. 15).

The following shall be added to the second paragraph:

"Effective January 1, 2025, once a member's compensatory time bank reaches three hundred fifty (350) hours in a given calendar year, the Chief may disapprove any further accumulation of compensatory time for the remainder of said calendar year. The aforementioned three hundred fifty (350) hours shall not include or otherwise apply to compensatory time earned for attendance at any Department-approved training."

ARTICLE XII – VACATIONS (pg. 8).

Paragraph B(7). This paragraph shall be revised as follows:

"As per N.J.A.C. 4A:6-1.2, vacation leave not used in a calendar year because of Business necessity shall be used during the next succeeding year only except as otherwise provided by law."

ARTICLE XIII – SICK LEAVE (pg. 20).

Subparagraph 3 shall be added and shall state as follows:

"Notwithstanding the above, payments to fire superior officers hired on or after May 21, 2010, shall only be payable upon retirement and shall not exceed \$15,000."

ARTICLE XIV – INJURY AND ILLNESS LEAVE (pg. 21).

The existing text in this article shall be revised as follows:

"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 for up to one (1) year or until said member is cleared for return to duty, whichever event occurs first. 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 XX – GRIEVANCE PROCEDURE (pg. 30): Moving forward from this MOA, the parties shall submit to the Public Employment Relations Commission for Arbitration instead of the New Jersey State Board of Mediation. Revise to replace references to NJSBM with PERC.

ARTICLE XXVIII – UNIFORM ALLOWANCE (pg. 40).

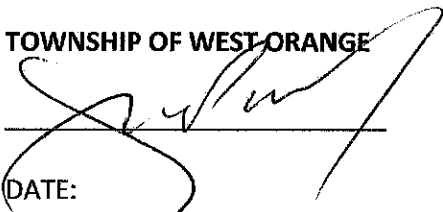
The annual uniform allowance shall be increased as follows:

2024	\$850
2025	\$900
2026	\$950
2027 & 2028	\$1,000

Also, the Township shall be obligated to replace, at its own expense, any clothing and equipment which may be damaged in the performance of duty, provided that said damage was not the result of the member's abuse, misuse or gross negligence.

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 FIRE SUPERIOR OFFICERS ASSN.


DATE: 12/3/2024

West Orange -and- FSOA 2024-2028 MOA

EXHIBIT A – Salary Guide

	<u>2023 Salary</u>	<u>1/1/2024</u> 1.50%	<u>7/1/2024</u> 1.50%	<u>1/1/2025</u> 3.00%	<u>1/1/2026</u> 3.00%	<u>1/1/2027</u> 3.00%	<u>1/1/2028</u> 3.00%
<u>CAPTAINS</u>							
<u>Max. Step</u>	121,359	\$123,179.00	\$125,027.00	\$128,778.00	\$132,641.00	\$136,620.00	\$140,719.00
<u>Min. Step</u>	111,124	\$112,791.00	\$114,483.00	\$117,917.00	\$121,455.00	\$125,099.00	\$128,852.00
<u>CAPTAINS - WITH EMT CERT</u>							
<u>Max. Step</u>	125,859	\$127,679.00	\$129,527.00	\$133,278.00	\$137,141.00	\$141,120.00	\$145,219.00
<u>Min. Step</u>	115,624	\$117,291.00	\$118,983.00	\$122,417.00	\$125,955.00	\$129,599.00	\$133,352.00
<u>FIRE DEPUTY CHIEF</u>							
<u>Max. Step.</u>	146,840	\$149,043.00	\$151,279.00	\$155,817.00	\$160,492.00	\$165,307.00	\$170,266.00
<u>Min. Step</u>	130,399	\$132,355.00	\$134,340.00	\$138,370.00	\$142,521.00	\$146,797.00	\$151,201.00
<u>FIRE DEPUTY CHIEF - WITH EMT CERT</u>							
<u>Max. Step</u>	151,340	\$153,543.00	\$155,779.00	\$160,317.00	\$164,992.00	\$169,807.00	\$174,766.00
<u>Min. Step</u>	134,899	\$136,855.00	\$138,840.00	\$142,870.00	\$147,021.00	\$151,297.00	\$155,701.00