

MEMORANDUM OF AGREEMENT

The Township of South Orange Village (herein the "Village") and the South Orange Police Benevolent Association, Local No. 12 (herein the "PBA") hereby agree to this Memorandum of Agreement with respect to a successor collective negotiations agreement ("CNA") between the parties. This Memorandum is subject to and becomes effective upon ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the Village Board of Trustees and PBA members, respectively).

The terms of the Memorandum are as follows:

1. The term of the successor agreement shall be from January 1, 2018 to December 31, 2023.
2. All terms of the existing collective negotiations agreement shall remain in full force and effect, except as modified by this Memorandum.
3. The parties shall mutually create and agree upon a successor collective bargaining agreement, including salary guides, from the terms of this Memorandum.
4. All Roman numerals used to designate Articles will be changed to Arabic numbers.
5. Article 7 – Overtime
Change overtime minimum in paragraph 1 to six (6) hours from four (4).
6. Article 8 - Wages
 - a. Wages shall be increased at top step only as follows:

1/1/18	-	2%
1/1/19	-	2%
1/1/20	-	2%
1/1/21	-	2%
1/1/22	-	2%

1/1/23 - 2%

- b. Officers in the salary guides set forth in Exhibit A attached hereto shall move on the guide on their anniversary dates in each year of the contract.
- c. Add new paragraph to Article 8 that officers hired by the Village as hires from another agency and who have their Class A certification shall be given credit for years of service as a police officer relative to salary step placement only and placed on the salary guide step that equates to their years of service as a police officer. Seniority for other contract benefits will be determined based on date the officer begins their 12-month working test period as a full-time active South Orange Police Officer.
- d. Create new 12-step salary guide for officers hired on or after 1/1/19, with a starting salary of \$42,500 and equalize the steps. See attached Exhibit A.
- e. Rewrite paragraph 2 to state as follows: Officers hired on or after 1/1/19 shall be placed at step 1 of the salary guide until graduation from the Police Academy. Officers shall be placed at Step 2 of the salary guide upon graduation from the Police Academy. Officers shall be placed at Step 3 of the salary guide 12 months after initial appointment. Thereafter, the officer shall move to each subsequent step of the 12-step guide on an annual basis.
- f. The wage increases set forth in paragraph a. above shall be payable retroactive to 1/1/18 to (1) all officers on the payroll of the Village on the date of ratification, (2) all officers who retired in good-standing between January 1, 2018 and the date of ratification, and (3) all officers promoted out of the PBA unit between January 1, 2018 and the date of ratification. Those officers in categories (2) and (3) shall be paid the prorated salary between January 1, 2018 and the date of retirement or promotion.
- g. Effective 1/1/20 and thereafter, officers hired before 1/1/19 and moving on the 9-step salary guide from Step 8 to Step 9 will receive 50% of the Step 9 rate on their anniversary date and 100% of the Step 9 rate six months after anniversary date.
- h. Eliminate the 7-step salary guide.

7. Article 9 - Payroll

- a. Add to Article that the Village will, as soon as practicable but no sooner than January 1, 2020, institute mandatory direct deposit of all payroll checks.
- b. Add to Article that the Village will, as soon as practicable, but no sooner than an effective date of January 1, 2020, institute a payroll cycle lesser than twenty-six (26) pay but no less than twenty-four (24) pay periods in a 12-month period.

8. Article 10 – Longevity

- a. Add to paragraph 1 that employees hired before 2/1/18 shall be eligible for longevity in accordance with the following schedule:
- b. Change to 12% from 10% upon completion of 24 years of service in paragraph 1.
- c. Add to Article that any officer hired on or after 2/1/18 shall not be eligible for longevity.

9. Article 17 – Clothing Allowance

- a. Effective 1/1/19, paragraph 1 shall be deleted.
- b. Effective 1/1/19, \$1250 shall be rolled into base pay at top step.
- c. Paragraph 2 shall be amended to set forth that cleaning and maintenance allowance will be increased to \$375 effective 1/1/18, increased to \$425 effective 1/1/19 and to \$475 effective 1/1/20.

10. Article 18 – Hospital and Medical Insurance

Add to paragraph A that Officers hired on or after 1/1/19 shall be limited to elect enrollment in either the Aetna Liberty or OMNIA Health Plan, or a similar costing plan if either of these plans are no longer available, and contribute to the cost of their health insurance as required by Chapter 78. Alternatively, any officer hired on or after 1/1/19 may elect to enroll in any other plan offered by the SHBP but shall pay the net difference of the employer contribution that is greater than Aetna Liberty or the OMNIA Health Plan plus their Chapter 78 contribution.

11. Article 19 – Reimbursement for Expenses

Rewrite paragraph 2 as follows: “Members of the Department shall be compensated for court appearances during off-duty hours made in connection with their official duties in criminal matters, civil actions, administrative hearings, or when directed to appear on behalf of the Village of South Orange by the Chief of Police or by Village Counsel, EXCEPTING when the member is a Plaintiff, charging party or grievant against the Township in a civil matter, unless the member(s) is exonerated of the charges or is the prevailing party in the said grievance or the arbitration equivalent. Overtime compensation under this section shall be at the rate of time and one-half (1 ½) for all hours actually worked calculated to and from Police Headquarters or six (6) hours, whichever is greater.”

12. Article 20 – Miscellaneous

Eliminate paragraph 1 as duplicative of Article 33.

13. Article 22 – Arbitration

Add to Article that the appeal of minor disciplinary matters (defined as a suspension of or fine of five (5) working days or less only) shall be appealed through the Grievance Procedure of Article 21 and, should any such grievance remain unsettled, shall at the request of the Village or the PBA, be subject to grievance arbitration in accordance with this Article.

14. Article 24 – False Arrest and Liability Insurance

Modify the last sentence of this Article to read that the Village will provide a defense consistent with N.J.S.A. 40A:14-155.

15. Article 30 – Suspension Discipline

Replace first sentence with “Suspensions without pay, when necessary, will be in accordance with civil service statutes and regulations.”

16. Article 31 – Training

Change Article to read that officers will be paid overtime at time and one-half (1.5) for all hours in training, including at the range during a regularly scheduled day off either in compensatory time or paid compensation compensatory time.

17. Article 34 – Departmental Investigations

Add to paragraph 9: “(3) or done in accordance with the Attorney General’s Guidelines on Drug Testing Law Enforcement Officers.”

18. Article 37 – Term and Renewal

Change dates to be consistent with this 6-year contract term.

FOR PBA LOCAL NO. 12

FOR THE VILLAGE OF SOUTH
ORANGE


ZAVIAN BRYANT, PRESIDENT


ADAM LOEHNER, ADMINISTRATOR

DATED: 1-23-19

DATED: 1/30/19

Exhibit A

ANNUAL BASE WAGES

Hired before 1/1/19						
	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023
Step 1	\$ 36,708.00	\$ 36,708.00	\$ 36,708.00	\$ 36,708.00	\$ 36,708.00	\$ 36,708.00
Step 2	\$ 44,886.00	\$ 44,886.00	\$ 44,886.00	\$ 44,886.00	\$ 44,886.00	\$ 44,886.00
Step 3	\$ 53,065.00	\$ 53,065.00	\$ 53,065.00	\$ 53,065.00	\$ 53,065.00	\$ 53,065.00
Step 4	\$ 61,241.00	\$ 61,241.00	\$ 61,241.00	\$ 61,241.00	\$ 61,241.00	\$ 61,241.00
Step 5	\$ 69,420.00	\$ 69,420.00	\$ 69,420.00	\$ 69,420.00	\$ 69,420.00	\$ 69,420.00
Step 6	\$ 77,598.00	\$ 77,598.00	\$ 77,598.00	\$ 77,598.00	\$ 77,598.00	\$ 77,598.00
Step 7	\$ 85,776.00	\$ 85,776.00	\$ 85,776.00	\$ 85,776.00	\$ 85,776.00	\$ 85,776.00
Step 8	\$ 93,953.00	\$ 93,953.00	\$ 93,953.00	\$ 93,953.00	\$ 93,953.00	\$ 93,953.00
Step 9	\$ 104,173.62	\$ 107,532.09	\$ 109,682.73	\$ 111,876.39	\$ 114,113.92	\$ 116,396.20
Hired on or after 1/1/19						
		1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023
Step 1		\$ 42,500.00	\$ 42,500.00	\$ 42,500.00	\$ 42,500.00	\$ 42,500.00
Step 2		\$ 48,512.00	\$ 48,512.00	\$ 48,512.00	\$ 48,512.00	\$ 48,512.00
Step 3		\$ 54,324.00	\$ 54,324.00	\$ 54,324.00	\$ 54,324.00	\$ 54,324.00
Step 4		\$ 60,236.00	\$ 60,236.00	\$ 60,236.00	\$ 60,236.00	\$ 60,236.00
Step 5		\$ 66,148.00	\$ 66,148.00	\$ 66,148.00	\$ 66,148.00	\$ 66,148.00
Step 6		\$ 72,060.00	\$ 72,060.00	\$ 72,060.00	\$ 72,060.00	\$ 72,060.00
Step 7		\$ 77,972.00	\$ 77,972.00	\$ 77,972.00	\$ 77,972.00	\$ 77,972.00
Step 8		\$ 83,884.00	\$ 83,884.00	\$ 83,884.00	\$ 83,884.00	\$ 83,884.00
Step 9		\$ 89,796.00	\$ 89,796.00	\$ 89,796.00	\$ 89,796.00	\$ 89,796.00
Step 10		\$ 95,708.00	\$ 95,708.00	\$ 95,708.00	\$ 95,708.00	\$ 95,708.00
Step 11		\$ 101,620.00	\$ 101,620.00	\$ 101,620.00	\$ 101,620.00	\$ 101,620.00
Step 12		\$ 107,532.09	\$ 109,682.73	\$ 111,876.39	\$ 114,113.91	\$ 116,396.19