

**TOWNSHIP OF SOUTH ORANGE VILLAGE  
BOARD OF TRUSTEES**

SPECIAL MEETING  
April 16, 2020, 10:00 AM

**ORDER OF BUSINESS**

**CALL MEETING TO ORDER**

Roll Call: Village President Collum  
Trustee Clarke  
Trustee Coalier  
Trustee Hartshorn Hilton  
Trustee Jones  
Trustee Schnall  
Trustee Zuckerman  
Mr. Loehner, Village Administrator  
Mr. Rother, Village Counsel  
Mr. Harris, Village Clerk

**MEETING NOTICE STATEMENT**

Adequate notice of this meeting had been provided to the press in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6. In addition, notice of this meeting was posted in Village Hall and on the Village's website, and has been filed in the Office of the Village Clerk. Official action may be taken. Kevin D. Harris, Village Clerk

**RESOLUTIONS ON CONSENT AGENDA**

2020-093 RESOLUTION AWARDDING A CONTRACT TO COLONNELLI BROTHERS, INC., FOR SCOTLAND ROAD WATER MAIN REPLACEMENT AND DECORATIVE LIGHTING PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION, SIX HUNDRED AND SIXTY-TWO THOUSAND, TWO HUNDRED AND SEVENTY-FIVE DOLLARS (\$2,662.275.00) **[WITHDRAWN 04/13/2020, RELISTED 04/16/2020]**

2020-095 RESOLUTION APPROVING AND RATIFYING A MEMORANDUM OF AGREEMENT WITH AND AMONG THE FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH #40 AND THE TOWNSHIP OF SOUTH ORANGE VILLAGE **[WITHDRAWN 04/13/2020, RELISTED 04/16/2020]**

2020-096 RESOLUTION APPROVING AND RATIFYING A MEMORANDUM OF AGREEMENT WITH AND AMONG THE FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH #240 AND THE TOWNSHIP OF SOUTH ORANGE VILLAGE **[WITHDRAWN 04/13/2020, RELISTED 04/16/2020]**

Roll Call Vote:

**PUBLIC COMMENTS**

Village President opens meeting for public comment.

**NEW BUSINESS**

**ADJOURNMENT**

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AWARDING A CONTRACT TO COLONNELLI BROTHERS, INC., FOR SCOTLAND ROAD WATER MAIN REPLACEMENT AND DECORATIVE LIGHTING PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION, SIX HUNDRED AND SIXTY-TWO THOUSAND, TWO HUNDRED AND SEVENTY-FIVE DOLLARS (\$2,662,275.00)

WHEREAS, bid plans and specifications were prepared for the West South Orange Culvert Collapse Repairs by the Engineering Firm HDR; and

WHEREAS, it is the recommendation of the Village Engineer and the firm HDR, to award the contract for the Scotland Road Water Main Replacement and Decorative Lighting to Colonnelli Brothers, Inc., 409 South River Street, Hackensack, NJ 07601; and

WHEREAS, Colonnelli Brothers, Inc is considered a responsible bidder; and

WHEREAS, the following bids were received for the work based on the plans and specifications:

<u>FROM</u>	<u>PPM</u>
Colonnelli Brothers, Inc. Hackensack, NJ	\$2,662,275.00
M.S.P. Construction Corp. Branchburg, NJ	\$3,202,125.00
Hutton Construction, LLC. Cedar Grove, NJ	\$3,519,333.00
The Shauger Group Inc. East Orange, NJ	\$3,722,000.00

and

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it does concur with the recommendation of the Village Engineer and the Design Engineering Consultant and hereby authorizes the Scotland Road Water Main Replacement and Decorative Lighting contract to Colonnelli Brothers, Inc., 409 South River Street, Hackensack, NJ 07601 in accordance with the specifications upon which bids were received, and in an amount not to exceed two million, six hundred and sixty-two thousand, two hundred and seventy-five dollars (\$2,662,275.00); and

BE IT FURTHER RESOLVED, by the Board of Trustees of the Township of South Orange Village that the Village President and Village Clerk are hereby authorized to execute the Scotland Road Water Main Replacement and Decorative Lighting contract awarded to Colonnelli Brothers, Inc.

BE IT FURTHER RESOLVED, by the Board of Trustees of the Township of South Orange Village that the Village President and Village Clerk are hereby authorized to execute a contract for said services based upon the availability of funds in the 2020 budget.

BE IT FURTHER RESOLVED by the Board of Trustees of the Township of South Orange Village that the Village Counsel is authorized to make any and all necessary modifications, corrections and amendments to any contract agreement as necessary to protect and preserve the Village's interests.

# # #

**CERTIFICATION OF AVAILABLE FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

Line Item	Description	Amount
Christopher Battaglia, CFMO		Date

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

**CERTIFICATION**

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their special meeting held on Thursday, April 16, 2020.

\_\_\_\_\_  
Kevin D. Harris  
Village Clerk



April 10, 2020

Salvatore Renda, PE  
Village Engineering & Zoning Officer  
Township of South Orange Village  
101 South Orange Avenue  
South Orange, NJ 07079

Re: Scotland Road Water Main Replacement & Decorative Lighting Project  
Recommendation of Award

Dear Mr. Renda,

The Scotland Road Water Main Replacement & Decorative Lighting Project includes the installation of a new water main along Scotland Road from South Orange Avenue to the northern municipal boundary (Randolph Place) and decorative lighting improvements along the same alignment. The existing water main is to be removed and disposed of, and the new water main is to be installed at the same location as the existing water main. Associated work includes reconnection of side street distribution mains, replacement of all water services up to and including curb valves and boxes in accordance with Owner policies, and hydrant and hydrant service connections. The project also includes installation of conduit, handholes, and light pole bases to support a Township decorative lighting project.

The Advertisement for Bids for the project was issued on February 26, 2020, with one addendum being issued on March 20, 2020.

Five bids were received by The Township of South Orange Village on April 2, 2020 at 10:00 A.M. as shown below. The bid provided by J. Fletcher Creamer & Sons did not include a bid price. The bid tabulation for the four bidders is also attached.

Bidder	Total Base Bid
Colonnelli Brothers, Inc. <i>Hackensack, NJ</i>	\$2,662,275.00 <sup>(1)</sup>
MSP Construction Corp. <i>Branchburg, NJ</i>	\$3,202,125.00
Hutton Construction, LLC. <i>Cedar Grove, NJ</i>	\$3,519,333.00
The Shauger Group Inc. <i>East Orange, NJ</i>	\$3,722,000.00
J. Fletcher Creamer & Sons	No bid price included

(1) See Engineer recommendation for bid value corrected to \$2,652,675.00.

The Engineer's estimate for the project was \$3,054,940.

Based upon our evaluation of the qualifications, references, experience, and reputation of Colonnelli Brothers, Inc., its surety (United States Fire Insurance Company), we believe they are capable of completing the work required. As noted in the attached, Colonnelli submitted all required forms.

Based on the above, we recommend the award of a contract for construction of the Scotland Road Water Main Replacement & Decorative Lighting project to Colonnelli Brothers, Inc. in the amount of \$2,652,675.00. Colonnelli Brothers, Inc original bid is in the amount of \$2,662,275.00. The Colonnelli Brothers, Inc had a mistake in calculating bid item No. 25 for sampling. Their bid item No. 25 is listed as \$36,000. However, based on the unit cost they submitted, it should be \$26,400. As a result, we recommend total bid amount to be corrected to \$2,652,675.00 for bid items 1 through 25.

If you should have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,  
HDR Engineering, Inc.



Kristin Munoz, PE  
Project Manager

Attachments: Certified Bid Tabulation

Cc: Howard Levison, Township of South Orange Village Water Utility Administrator

**Bid Tabulation Sheet Summary**  
**Main Replacement and Deco**  
**Bids Received April 2, 2020 at 10am**

<b>CONTRACTOR:</b>	<b>Colonnelli Brothers Inc.</b>	<b>MSP Construction Corp</b>	<b>Hutton Construction, LLC</b>
<b>ADDRESS:</b>	409 South River Street Hackensack, NJ 07601	1250 Route 28/Easton Turnpike, Suite 305 Branchburg, NJ 08876	41 Village Park Road Cedar Grove, NJ 07009
<b>PHONE:</b>	201-440-1118		973-857-2501
<b>FAX:</b>			
<b>LICENSE #:</b>	97563	1945774	747062
<b>TYPE:</b>	Site Work/Sewer Piping and Storm		
<b>STATUS:</b>	Active		
<b>EXPIRATION:</b>	6/25/2020		
<b>CLASSIFICATION:</b>	5-Heavy Highway		

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	MOBILIZATION	1	LS	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 120,000.00	\$ 120,000.00
2	DEMOBILIZATION AND CLOSEOUT	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 50,000.00	\$ 50,000.00	\$ 1,000.00	\$ 1,000.00
3	WATER MAIN (including all fittings and restraints)								
3A	12" Diameter Ductile Iron	5,000	LF	\$ 185.00	\$ 925,000.00	\$ 225.00	\$ 1,125,000.00	\$ 220.00	\$ 1,100,000.00
3B	8" Diameter Ductile Iron	400	LF	\$ 150.00	\$ 60,000.00	\$ 150.00	\$ 60,000.00	\$ 1.00	\$ 400.00
3C	6" Diameter Ductile Iron	450	LF	\$ 130.00	\$ 58,500.00	\$ 125.00	\$ 56,250.00	\$ 1.00	\$ 450.00
3D	4" Diameter Ductile Iron	300	LF	\$ 130.00	\$ 39,000.00	\$ 100.00	\$ 30,000.00	\$ 1.000	\$ 300.00
4	GATE VALVES								
4A	12" Gate Valve	23	EA	\$ 5,000.00	\$ 115,000.00	\$ 4,000.00	\$ 92,000.00	\$ 10,000.00	\$ 230,000.00
4B	8" Gate Valve	8	EA	\$ 2,500.00	\$ 20,000.00	\$ 2,000.00	\$ 16,000.00	\$ 1,600.00	\$ 12,800.00
4C	6" Gate Valve	9	EA	\$ 1,800.00	\$ 16,200.00	\$ 1,800.00	\$ 16,200.00	\$ 1,000.000	\$ 9,000.00
4D	4" Gate Valve	6	EA	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00	\$ 900.00	\$ 5,400.00
5	INSERTION VALVES								
5A	12" Insertion Valve	1	EA	\$ 13,000.00	\$ 13,000.00	\$ 22,000.00	\$ 22,000.00	\$ 13,000.00	\$ 13,000.00
5B	8" Insertion Valve	8	EA	\$ 9,000.00	\$ 72,000.00	\$ 14,000.00	\$ 112,000.00	\$ 12,000.00	\$ 96,000.00
5C	6" Insertion Valve	9	EA	\$ 7,000.00	\$ 63,000.00	\$ 13,000.00	\$ 117,000.00	\$ 11,000.00	\$ 99,000.00
5D	4" Insertion Valve	6	EA	\$ 5,000.00	\$ 30,000.00	\$ 12,000.00	\$ 72,000.00	\$ 10,000.00	\$ 60,000.00
6	REMOVAL AND DISPOSAL OF EXISTING PIPING (regardless of diameter and material)	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 61,500.00	\$ 61,500.00	\$ 164,064.00	\$ 164,064.00
7	10"x10" TAPPING SLEEVE AND VALVE ASSEMBLY	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
8	FIRE HYDRANT ASSEMBLIES	8	EA	\$ 10,000.00	\$ 80,000.00	\$ 7,500.00	\$ 60,000.00	\$ 5,000.00	\$ 40,000.00
9	TEMPORARY/BPYASS WATER SERVICE AND CONNECTIONS	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 350,000.00	\$ 350,000.00	\$ 361,319.00	\$ 361,319.00
10	TEMPORARY ASPHALTIC PAVING								
10A	8" DGA Base Course	4,000	SY	\$ 5.00	\$ 20,000.00	\$ 1.00	\$ 4,000.00	\$ 5.00	\$ 20,000.00
10B	10" Hot Mix Asphalt	4,000	SY	\$ 15.00	\$ 60,000.00	\$ 1.00	\$ 4,000.00	\$ 50.00	\$ 200,000.00
11	TRAFFIC CONTROL (not including police service)			\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
12	UTILITY-SIDE SERVICE LINE REPLACEMENT (up to and including								
12A	Short-Side	28	EA	\$ 2,900.00	\$ 81,200.00	\$ 3,000.00	\$ 84,000.00	\$ 7,200.00	\$ 201,600.00
12B	Long-Sidle	36	EA	\$ 3,200.00	\$ 115,200.00	\$ 3,500.00	\$ 126,000.00	\$ 2,000.00	\$ 72,000.00
13	TEST PITS	30	EA	\$ 500.00	\$ 15,000.00	\$ 500.00	\$ 15,000.00	\$ 800.00	\$ 24,000.00
14	EXCAVATION IN TRENCHES AT DEPTHS GREATER THAN TEN FEET (10')	250	CY	\$ 50.00	\$ 12,500.00	\$ 100.00	\$ 25,000.00	\$ 1.00	\$ 250.00
15	FLUSHING, CLEANING & DISINFECTION OF MAINS AND SERVICES	1	LS	\$ 32,500.00	\$ 32,500.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
16	REMOVAL & DISPOSAL OF ABANDONED GAS MAIN (STA. 140+50 to STA. 144+25)	375	LF	\$ 15.00	\$ 5,625.00	\$ 25.00	\$ 9,375.00	\$ 50.00	\$ 18,750.00
17	ALLOWANCE FOR PROVIDING UNIFORMED POLICE OFFICERS FOR DIRECTING TRAFFIC	1		\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00
18	ALLOWANCE FOR UNANTICIPATED UTILITY REPAIRS AND RELOCATIONS	1		\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
19	HANDLING & DISPOSAL OF HAZARDOUS PIPE MATERIAL	1		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
20	2" ELECTRICAL CONDUIT	3,500	LF	\$ 20.00	\$ 70,000.00	\$ 72.00	\$ 252,000.00	\$ 71.00	\$ 248,500.00
21	4" ELECTRICAL CONDUIT	600	LF	\$ 40.00	\$ 24,000.00	\$ 98.00	\$ 58,800.00	\$ 110.00	\$ 66,000.00
22	28"X26" CONCRETE HANDHOLES	21	EA	\$ 4,000.00	\$ 84,000.00	\$ 1,000.00	\$ 21,000.00	\$ 2,000.00	\$ 42,000.00
23	CONCRETE LIGHT POLE FOUNDATION	39	EA	\$ 3,400.00	\$ 132,600.00	\$ 1,000.00	\$ 39,000.00	\$ 1,500.00	\$ 58,500.00
24	REMOVAL OF EXISTING LIGHT POLES AND FOUNDATIONS	17	EA	\$ 350.00	\$ 5,950.00	\$ 1,000.00	\$ 17,000.00	\$ 1,000.00	\$ 17,000.00
25	SAMPLING	22	EA	\$ 1,200.00	\$ 36,000.00	\$ 1,000.00	\$ 22,000.00	\$ 1,000.00	\$ 22,000.00

<b>Total Bid Price For Contract</b>	<b>\$2,662,275.00</b>	<b>\$3,202,125.00</b>	<b>\$3,519,333.00</b>
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SUPPLEMENTAL UNIT PRICES						
1	THRUST BLOCKING	1	CY	\$ 150.00	\$ 100.00	\$ 500.00
2	ELECTRICAL/TELEPHONE POLE HOLD	1	EA	\$ 5,000.00	\$ 1,000.00	\$ 3,500.00
3	FLLOWABLE BACKFILL	1	CY	\$ 200.00	\$ 200.00	\$ 333.00
4	FILTER FABRIC	1	SY	\$ 5.00	\$ 50.00	\$ 9.50
5	TREE REMOVAL (4" to 7.99" DBH)	1	EA	\$ 2,500.00	\$ 1,000.00	\$ 3,500.00
6	TREE REMOVAL (8" TO 15.99" DBH)	1	EA	\$ 4,500.00	\$ 1,500.00	\$ 4,800.00
7	TREE REMOVAL (16" TO 23.99" DBH)	1	EA	\$ 5,500.00	\$ 2,000.00	\$ 8,000.00
8	TREE REMOVAL (24" DBH AND GREATER)	1	EA	\$ 7,000.00	\$ 2,500.00	\$ 10,000.00
9	TRANSPORTATION AND DISPOSAL OF CONTAMINATED NON-HAZARDOUS SOLID WASTE TO AN APPROVED LANDFILL	1	TON	\$ 65.00	\$ 100.00	\$ 155.00
10	TRANSPORTATION AND DISPOSAL OF CONTAMINATED HAZARDOUS SOLID WASTE TO AN APPROVED LANDFILL	1	TON	\$ 100.00	\$ 200.00	\$ 1,725.00

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<p><b>Irregularities</b> (see highlighted areas on form)</p>	<p>Item 25 - Bidder miscalculated and listed \$36,000. The actual cost should be \$26,400 based on the unit price submitted and numbers of sampling.</p>		
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TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPROVING AND RATIFYING A MEMORANDUM OF AGREEMENT  
WITH AND AMONG THE FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION,  
BRANCH #40 AND THE TOWNSHIP OF SOUTH ORANGE VILLAGE

WHEREAS, Fireman's Mutual Benevolent Association, Branch #40, and the Township of South Orange Village (collectively the "Parties") have previously executed a collective bargaining agreement (the "Agreement"); and

WHEREAS, upon the Township of South Orange Village's request, the Parties agree to reopen the Agreement for voluntary negotiations limited to various issues, which are within the scope of management prerogative, and shall remain so; and

WHEREAS, the Parties propose to enter into a written Memorandum of Agreement ("MOA") allowing the Parties to reopen the Agreement for voluntary negotiations limited to issues contained in the MOA with respects to a successor collective negotiations agreement, a copy of which is attached hereto as Exhibit A and signed by representatives of the Parties; and

WHEREAS, the MOA was expressly made subject to the approval and ratification of the Board of Trustees.

NOW, THEREFORE, be it Resolved by the Board of Trustees of the Township of South Orange Village that the Memorandum of Agreement, annexed hereto as Exhibit A, is hereby approved and its execution ratified by the Board of Trustees.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their special meeting held on Thursday, April 16, 2020.

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Kevin D. Harris  
Village Clerk



# **PROPOSED**

## **MEMORANDUM OF AGREEMENT**

Between

Township of South Orange Village, Essex County, New Jersey

And the

Fireman's Mutual Benevolent Association, Branch #40,

*THE TOWNSHIP OF SOUTH ORANGE VILLAGE AND FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH #40, HEREBY AGREE TO THE FOLLOWING AMENDMENTS TO THE PRIOR COLLECTIVE NEGOTIATIONS AGREEMENT, WHICH EXPIRED ON DECEMBER 31, 2017, THE TERM OF WHICH SHALL FOUR YEARS, JANUARY 1, 2018 THROUGH DECEMBER 31, 2021, WITH THE FOLLOWING ADDITIONS:*

### **PREAMBLE**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the TOWNSHIP OF SOUTH ORANGE VILLAGE, in the County of Essex, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "the Village", and the FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH #40, hereinafter referred to as "the Union", represents the complete and full understanding on all negotiable issues between the Village and the Union. This agreement, modifying the existing Collective Negotiations Agreement, is subject to ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the Village Board of Trustees and FMBA Branch #40 members, respectively). All terms of the existing Collective Negotiations Agreement shall remain in full force and effect, except as modified by this Memorandum. Unless otherwise noted herein, the terms of this MOA become effective upon full ratification.

1. The term of the successor agreement shall be from January 1, 2018 to December 31, 2021.
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 negotiations agreement from the terms of this Memorandum.
4. All Roman Numerals used to designate Articles will be changed to Arabic numbers.

5.     **Article 3**       **Agency Shop**

Eliminate Article as contrary to the Janus decision and incorporate language from WDEA.

6.     **Article 8**       **Vacation Scheduling**

Add as Section 11 that “If a Firefighter is unable to use vacation days because of Village operations pressures, or because of illness or injury, vacation may be carried over into the next succeeding year and used by April 1. This period may be extended based on extenuating circumstances.”

7.     **Article 9**       **Terminal Leave**

Clarify Article to 30 calendar days.

8.     **Article 11**      **Miscellaneous**

Add to Section 2: All employees shall contribute to the cost of their medical and prescription benefits provided in this Article in accordance with the percentages set forth in the Tier IV of the grids established by P.L. 2011, Ch. 78.

Add to Section 2: Employees hired on or after 1/1/20 shall be limited to elect enrollment in OMNIA Health Plan, or a similar costing plan if this plan is no longer available. Alternatively, any employee hired on or after 1/1/20 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 the OMNIA Health Plan plus their Chapter 78 contribution.

9. **Article 12**      **Salaries and Wages**

Wages shall be increased at top step on all guides as follows:

Effective 1/1/18	2.0%
Effective 1/1/19	2.0%
Effective 1/1/20	2.0%
Effective 1/1/21	2.0%

Create new 12-step salary guide for firefighters hired on or after 1/1/19, with a starting salary of \$42,500 and equalize the steps.

Rewrite Section 2 to state as follows: Firefighters hired on or after 1/1/19 shall be placed at step 1 of the salary guide for the first six months of employment to include the time spent at the Fire Academy. Firefighters shall be placed at Step 2 of the salary guide for the second six months of their employment. The Firefighter shall move to Step 3 on the anniversary hire date and then to each subsequent step of the 12-step guide on their anniversary hire date.

The wage increases set forth in Section 2 above shall be payable retroactive to 1/1/18 to (1) all Firefighters on the payroll of the Village on the date of ratification, (2) all Firefighters who retired in good-standing between January 1, 2018 and the date of ratification, and (3) all Firefighters promoted out of the FMBA Branch #40 unit between January 1, 2018 and the date of ratification. Those Firefighters in categories (2) and (3) shall be paid the prorated salary between January 1, 2018 and the date of retirement or promotion.

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.

10. **Article 13**      **Longevity**

Effective 1/1/18, firefighters **hired prior to 1/1/19** shall receive 12% longevity after completion of 24 years of service with the Village.

Add to Article that firefighters **hired on or after 1/1/19** shall not be eligible for longevity.

11. **Article 14**      **Exchange of Shift**

Clarify Article by allowing an unlimited exchange of shifts in any year.

12. **Article 17**      **Clothing Allowance and Maintenance**

- a. Effective 1/1/21, clothing allowance shall be increased to \$940.
- b. Effective 1/1/21, the first two sentences of Section 1 shall be deleted.
- c. Effective 1/1/21, \$800 shall be rolled into base pay at top step.

13. **Article 18**      **Management Rights**

Add to Article that the Village will, as soon as practicable but no sooner than March 1, 2020, institute mandatory direct deposit of all payroll checks.

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. Article 13 will be modified to be consistent with this change.

14. **Article 21**      **Grievance Procedure**

- a.      Make the time frames of Step 2 and Step 3 business days.
- b.      Clarify the time period in Step 4 for the FMBA to seek arbitration at PERC to be 30 calendar days from the Village's answer at Step 3, which will be consistent with Article 22, Section 3.

15. **Article 22**      **Arbitration**

- a.      Clarify Section 3 as 30 calendar days.

16. **Article 27**      **Mediator/Arbitrator**

Eliminate this Article as moot.

17. **Article 29**      **Duration and Contingencies**

- a.      Change Article number to comport with Article eliminations as set forth herein.
- b.      Change dates in Section 1 to January 1, 2018 and December 31, 2021.

18. **Article 30**      **Retention of Benefits**

- a.      Change Article number to comport with Article eliminations as set forth herein.

**FOR THE VILLAGE:**

\_\_\_\_\_  
  
\_\_\_\_\_

Dated:

**FOR THE FMBA Branch #40:**

\_\_\_\_\_  
  
\_\_\_\_\_

Dated:

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPROVING AND RATIFYING A MEMORANDUM OF AGREEMENT  
WITH AND AMONG THE FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION,  
BRANCH #240 AND THE TOWNSHIP OF SOUTH ORANGE VILLAGE

WHEREAS, Fireman's Mutual Benevolent Association, Branch #240, and the Township of South Orange Village (collectively the "Parties") have previously executed a collective bargaining agreement (the "Agreement"); and

WHEREAS, upon the Township of South Orange Village's request, the Parties agree to reopen the Agreement for voluntary negotiations limited to various issues, which are within the scope of management prerogative, and shall remain so; and

WHEREAS, the Parties propose to enter into a written Memorandum of Agreement ("MOA") allowing the Parties to reopen the Agreement for voluntary negotiations limited to issues contained in the MOA with respects to a successor collective negotiations agreement, a copy of which is attached hereto as Exhibit A and signed by representatives of the Parties; and

WHEREAS, the MOA was expressly made subject to the approval and ratification of the Board of Trustees.

NOW, THEREFORE, be it Resolved by the Board of Trustees of the Township of South Orange Village that the Memorandum of Agreement, annexed hereto as Exhibit A, is hereby approved and its execution ratified by the Board of Trustees.

# # #

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on Monday, April 13, 2020.

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Kevin D. Harris  
Village Clerk

# **PROPOSED**

## **MEMORANDUM OF AGREEMENT**

Between

Township of South Orange Village, Essex County, New Jersey

And the

Fireman's Mutual Benevolent Association, Branch #240,

*THE TOWNSHIP OF SOUTH ORANGE VILLAGE AND FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH #240, HEREBY AGREE TO THE FOLLOWING AMENDMENTS TO THE PRIOR COLLECTIVE NEGOTIATIONS AGREEMENT, WHICH EXPIRED ON DECEMBER 31, 2017, THE TERM OF WHICH SHALL FOUR YEARS, JANUARY 1, 2018 THROUGH DECEMBER 31, 2021, WITH THE FOLLOWING ADDITIONS:*

### **PREAMBLE**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the TOWNSHIP OF SOUTH ORANGE VILLAGE, in the County of Essex, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "the Village", and the FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, BRANCH #240, hereinafter referred to as "the Union", represents the complete and full understanding on all negotiable issues between the Village and the Union. This agreement, modifying the existing Collective Negotiations Agreement, is subject to ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the Village Board of Trustees and FMBA Branch #240 members, respectively). All terms of the existing Collective Negotiations Agreement shall remain in full force and effect, except as modified by this Memorandum. Unless otherwise noted herein, the terms of this MOA become effective upon full ratification.

1. The term of the successor agreement shall be from January 1, 2018 to December 31, 2021.
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 negotiations agreement from the terms of this Memorandum.
4. All Roman Numerals used to designate Articles will be changed to Arabic numbers.

5. **Article 3**      **Agency Shop**

Eliminate Article as contrary to the Janus decision.

6. **Article 9**      **Vacation Scheduling**

Add as new Section 11 that “If a Fire Officer is unable to use vacation days because of Village operations pressures, or because of illness or injury, vacation may be carried over into the next succeeding year and used by April 1. This period may be extended based on extenuating circumstances.”

7. **Article 11**      **Miscellaneous**

Add to Section 2: All employees shall contribute to the cost of their medical and prescription benefits provided in this Article in accordance with the percentages set forth in the Tier IV of the grids established by P.L. 2011, Ch. 78.

Add to Section 2: Employees hired on or after 1/1/20 and promoted into this unit shall be limited to elect enrollment in OMNIA Health Plan, or a similar costing plan if this plan is no longer available. Alternatively, any employee hired on or after 1/1/20 and promoted into this unit 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 the OMNIA Health Plan plus their Chapter 78 contribution.

8. **Article 12**      **Salaries and Wages**

Wages shall be increased across the board on all guides as follows:

Effective 1/1/18	2.0%
Effective 1/1/19	2.0%
Effective 1/1/20	2.0%
Effective 1/1/21	2.0%

The wage increases set forth in Section 2 above shall be payable retroactive to 1/1/18 to (1) all Fire Officers on the payroll of the Village on the date of ratification, and (2) all Fire Officers who retired in good-standing between January 1, 2018 and the date of ratification. Those Firefighters in category (2) shall be paid the prorated salary between January 1, 2018 and the date of retirement or promotion.

Clarify Section 4 to 30 calendar days.



9. **Article 13**      **Longevity**

Effective 1/1/18, fire officers who were employed by the Village and hired as Firefighters **prior to 1/1/19** and subsequently promoted into this unit shall receive 12% longevity after completion of 24 years of service with the Village.

Add to Article that fire officers **hired on or after 1/1/19** as Firefighters shall not be eligible for longevity.

10. **Article 14**      **Exchange of Shift**

Clarify Article by allowing an unlimited exchange of shifts in any year.

11. **Article 16**      **Clothing Allowances**

- a. Effective 1/1/21, clothing allowance shall be increases to \$940 per annum.
- b. Effective 1/1/21, the first sentence of Section 1 shall be deleted.
- c. Effective 1/1/21, \$800 shall be rolled into base pay.

12. **Article 17**      **Management Rights**

Add to Article that the Village will, as soon as practicable but no sooner than March 1, 2020, institute mandatory direct deposit of all payroll checks.

Add to Article that the Village will, as soon as practicable, but no sooner than an effective date of March 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. Article 13 will be revised to be consistent with this change.

13. **Article 21**      **Grievance Procedure**

- a. Make the time-frames of Step 2 and Step 3 business days.
- b. Clarify the time period in Step 4 for the FMBA to seek arbitration at PERC to be 30 calendar days from the Village's answer at Step 3, which will be consistent with Article 22, Section 3.

14. **Article 22**     **Arbitration**

- a.     Clarify Section 3 as 30 calendar days.

15. **Article 27**     **Mediator/Arbitrator**

Eliminate this Article as moot.

16. **Article 29**     **Duration and Contingencies**

- a.     Change Article number to comport with Article eliminations as set forth herein.
- b.     Change dates in Section 1 to January 1, 2018 and December 31, 2021.

17. **Article 30**     **Retention of Benefits**

- a.     Change Article number to comport with Article eliminations as set forth herein.

**FOR THE VILLAGE:**

\_\_\_\_\_

\_\_\_\_\_

Dated:

**FOR THE FMBA Branch #240:**

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\_\_\_\_\_

Dated: