

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **DA 15-0527-18**

Date of Adoption **MAY 27, 2015**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **COX**

SECONDED BY **HUDLEY**

WHEREAS, the Township of Irvington and the IUOE Local 68D "Blue Collar" has engaged in labor negotiations for the purpose of establishing salaries and other conditions of employment for members of said association of the Township of Irvington; and

WHEREAS, the Township of Irvington and the IUOE Local 68D "Blue Collar" have mutually agreed to the salaries and other conditions of employment for the period beginning July 1, 2013 and ending June 30, 2017;

NOW, THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that they hereby ratify and approve the terms and conditions of the Memorandum of Agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Mayor and the Township Clerk are authorized and empowered to execute the said Memorandum of Agreement.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BURGESS, 1ST VICE PRESIDENT	X				JONES, 2ND VICE PRESIDENT				X
COX	X				LYONS	X			
HUDLEY	X				FREDERIC, PRESIDENT	X			
INMAN				X					

PRESIDENT OF COUNCIL *Carl P.* MUNICIPAL CLERK *Shirley E. Wea* DATE **MAY 27, 2015**

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *Shirley E. Wea*

DATE **MAY 27 2015**

BA ☒ BLDG ☐ CFO ☒ COURT ☐ DHS ☐ DHW ☐ DPW ☐ ENG ☐ FIRE ☐ INIC ☐ JUDGE ☐ LIBR ☐ LICEN ☐ LEGAL ☐ MAYOR ☐ OCDP~DIR ☐
OCDP~AD ☐ P&R ☐ PAYROLL ☒ POL~DIR ☐ POL~CF ☐ PURCH ☐ SEC~PB/BA ☐ TA ☐ TAX~AS ☐ TAX~COL ☐ TRAFFIC ☐ UEZ ☐
ZONING~OFF ☐ DLGS ☐ GNCD ☐ OTHER(S): _____

Amended MOU - 27th Pay - IUOE Local 68D "Blue Collar" Labor Contract

Harold E. Wiener <HWiener@irvingtonnj.org>

Thu 5/28/2015 11:43 AM

To: Musa A. Malik <MMalik@irvingtonnj.org>;

The Council never received an amended copy with reference to the 27th pay issue. Also, a friendly reminder to send the contract to PERC. In the future, I assume a reminder of the filing with PERC will no longer be necessary, as as such, one will not be sent.

4/28/15

AGREEMENT BETWEEN THE TOWNSHIP OF IRVINGTON
AND
IRVINGTON IUOE LOCAL 68D

1. ARTICLE I (RECOGNITION)

- a. Remove the term "White Collar" in all references in the CBA.

2. ARTICLE II (STEWARDS)

- a. Section 2(b): Revise "Union or its Officers" to IUOE Local 68 Business Representative.

3. ARTICLE VII (UNION RIGHTS)

- a. Section 3: Revise President or designee to Business Representative
- b. New Language: The Township and the Local agree that the Local may use buildings at a mutually reasonable time for meetings and other Union activities in accordance with the provisions of the Township rules and regulations. Said use shall be with the approval of the Business Administrator or his designated representative.
- c. New Language: Rights granted under this contract are granted exclusively to IUOE, Local 68D.
- d. New Language: No employee shall be prevented from wearing pins or other identification of membership in the Local or its affiliates.

4. ARTICLE X (RATES OF PAY)

- a. Salary Increase:
 - i. Effective and Retroactive to July 1, 2013: 0%
 - ii. Effective July 1, 2014: 2%
 - iii. Effective July 1, 2015- 2%
 - iv. Effective July 1, 2016- 2%

5. ARTICLE XI (VACATIONS)

- a. Section 6: Remove White Collar

6. ARTICLE XIII (SICK LEAVE)

- a. Section 6: Revise incentive days by removing the dates.

7. ARTICLE XIV (LEAVES OF ABSENCE)

- a. Section 1(d): Change "suck" to "such"

8. ARTICLE XVII (HEALTH BENEFITS)

- a. New Language: The Township shall provide medical insurance benefits in accordance with the New Jersey State Health Benefits Program to all employees employed with the Township pursuant to the plan requirements under the Health Benefits Contribution Requirement, Ch. 78.
- b. New Language: The Township reserves the right to change insurance carriers or provide insurance on a self-insured basis so long as substantially similar benefits but no less than those presently in effect are provided. The Township shall notify the Union if such change is made. In any event, there shall be no interruption of medical benefit coverage for employees covered under this Agreement.
- c. New Language: Employees may voluntarily opt out of the Township's health insurance coverage during open enrollment and shall receive payment in an amount of up to forty percent (40%) of the premium cost for the applicable health insurance coverage if eligible. No employee is eligible for waiver if he/she opts out of the Township's coverage to be a dependent under a spouse's plan if paid for by the Township. Employees may return to the Township's health insurance plan immediately following the opt out if their spouse's health insurance is lost or shall wait until the next open enrollment period. Employees returning shall reimburse the Township a prorated amount of the waiver payment received by the employee.

9. ARTICLE XXIII (COMMUNICATION OPERATORS/POLICE AIDES)

- a. New Language: Add (5) Pairs of Slacks.

10. ARTICLE XXVI (TERM OF AGREEMENT)

- a. July 1, 2013- June 30, 2017

11. NEW TERM: WORKERS COMPENSATION

- a. Workers Compensation shall be given in accordance with N.J.S.A. 34:15-12. For injury producing temporary disability, 70% of the worker's weekly wages paid during the period of such disability.

Lee R. Campbell
Karen Conner
Scott Sunkler

[Signature]

Township of Irvington

IUOE LOCAL 68D

4/27/15

Date

4/27/15

Date