

AGREEMENT
BETWEEN
TOWNSHIP OF IRVINGTON
AND
IRVINGTON WORKERS' ASSOCIATION

July 1, 2002 to June 30, 2006

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MEMORANDUM OF AGREEMENT

Agreement made this 27 day of February, 2004, by and between the Town of Irvington (herein the "Town") and the Irvington Workers Association (herein the "IWA").

WHEREAS, the Town and IBEW (the former exclusive bargaining representative for the IWA bargaining unit) were parties to a collective bargaining agreement ("CBA") covering the period July 1, 1998 through June 30, 2002; and

WHEREAS, the Town and the IWA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CBA; and

WHEREAS, the Town and the IWA have reached agreement on new terms and conditions subject to ratification by the membership of the IWA and approval by the Mayor and Council of the Town; and

WHEREAS, the negotiating committees for the Town and the IWA unanimously agree to recommend such ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

I. Except as herein modified, the terms and conditions set forth in the July 1, 1998 to June 30, 2002 CBA shall remain in full force and effect.

II. **TERM OF AGREEMENT**

The new Agreement shall be for a period of four years from July 1, 2002 through June 30, 2006.

III. All items agreed to prior to the signing of this Memorandum of Agreement shall be incorporated in the collective bargaining agreement. Those agreements are attached hereto. Additions are indicated by "double-underline" and deletions by "strikeout."

TOWN OF IRVINGTON

Wayne Smith
HON. WAYNE SMITH, MAYOR

DATED:

Wayne Bradley
WAYNE BRADLEY, BA

DATED: 2/27/04

IRVINGTON WORKERS ASS'N

Margaret Hoffman
MARGARET HOFFMAN, PRESIDENT

DATED:

LEONARD SPEARS, V.P.

DATED:

Colleen Sovinski
COLLEEN SOVINSKI, TREASURER

DATED: 2/27/04

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PREAMBLE

This Agreement, effective as of the 1st day of July 2002, by and between the Township of Irvington [hereinafter referred to as "the Employer"] and the Irvington Worker's Association [hereinafter referred to as "the Union"], is designed to maintain and promote a harmonious relationship between the Employer and the Union and those employees within the bargaining unit herein defined in order that more efficient and progressive service may be rendered and to meet the highest standards in delivering such services.

ARTICLE I **RECOGNITION**

Section 1.

The Township hereby recognizes the Union as the exclusive representative for collective negotiations on all matters pertaining to wages, hours and other terms and conditions of employment for all full-time and part-time white collar and blue collar employees of the Township, but excluding managerial executives, policemen, firemen, confidential employees, school crossing guards, temporary employees, and CETA employees.

For purposes of this Article, a part-time employee is one who works less than twenty (20) hours per week on a regular employment basis.

Section 2.

Unless otherwise indicated, the terms "Employee" or "Employees" when used in this Agreement shall refer only to persons represented by the Union within the above designated negotiation unit and employed under the job titles listed on Schedule "A" annexed hereto and made a part hereof.

ARTICLE II **CHECK-OFF**

Section 1.

- (a) The Township agrees to deduct monthly union membership dues from the pay of those Employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the Township and the Union and consistent with applicable law. Such written dues deduction authorization form may be withdrawn by an Employee, in writing, and said deduction shall be

discontinued as of January 1 or July 1 next succeeding the date on which the Notice of Withdrawal is filed.

- (b) As of July 1, 1980, The Township agrees to deduct no more than 85 % of the Union's regular membership dues, fees and assessments, for each non-member employee in the unit, subject to and in accordance with the provisions of N.J.S.A. 13A-5.5, as amended February 27, 1980, and any Regulations promulgated thereunder.

Section 2.

The amounts to be deducted shall be certified to the Township by the Treasurer of the Union and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Treasurer of the Association by the 15th day of the month after the month in which such deductions are made.

Section 3.

The Union agrees to indemnify and hold harmless the Employer from any cause of action, claims, loss or damages incurred as a result of this clause.

Section 4.

On or about the last day of each annual quarter, beginning with April 1, 2004, the Employer will submit to the Union, a list of all Employees who began their employment in or were terminated from a bargaining unit position or who were on a paid or unpaid leave of absence (including but not limited to workers' comp., disability, suspension) during the preceding quarter. The list shall include names, job title, weekly hours of work, social security number, home address and dates of employment for all such Employees.

ARTICLE III **VISITATION**

Section 1.

The duly authorized officers of the Union shall be permitted on Township premises during working hours for the purpose of adjusting complaints or ascertaining whether this Agreement is being performed; provided, however, that they are in no way interfering with the conduct of the Township's business. The Township, if it so chooses, shall have one of its representatives accompany the business representative while on the premises. At the time of entering the Township's premises, the business representative must make his presence known to the Supervisor of the Division or Director of the Department by the Township. The authorized officers shall conduct himself properly while on Township premises.

ARTICLE IV
STEWARDS

Section 1.

The Township recognizes the right of the Union to designate a Chief Steward and three (3) alternates to represent the Union and the Employees covered by this Agreement, The Union shall furnish the Township with the names of the Steward and the alternates and will notify the Township of any changes.

Section 2.

The authority of the Steward or alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of this Agreement, If both parties agree that it is necessary for the Steward to perform any of such duties during his working time, the Steward shall be released from work by his supervisor as soon as convenient to the Township and only to the extent necessary to make the investigation and for conferring with the Township's representative. No steward shall suffer any loss in pay while investigating or presenting a grievance;
- (b) The transmission to the Township's representatives of messages and information which shall originate with and are authorized by the Union or its officers;
- (c) Otherwise the Steward shall be required to perform his duties in the same manner and to the same extent as other Employees.

Section 3.

Any settlement of a question by the Steward and the supervisor of an Employee involved in a dispute shall be reviewable by the Township and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

ARTICLE V
GRIEVANCE PROCEDURE

Section 1.

Definition: A “grievance” within the meaning of the grievance procedure shall be defined as any difference or dispute between the Township and any Employee covered by this agreement with respect to any act or event which involves the interpretation, application, or alleged violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the Employee within ten (10) working days from the time when the Employee knew or should have known of its occurrence. Excluded from inclusion as a “grievance” is any matter which: (a) involves the alleged violation of any agreement other than the present Agreement between the parties; (b) involves claims of violation of an allegedly implied or assumed obligation, except such as shall arise under the express provisions of the Contract; (c) would require an arbitrator to rule on, consider or decide a modification of negotiated rates of pay; or the level, title, or other designation of an Employee’s job classification; (d) pertains to the administration or interpretation of the provisions of insurance, pension, savings or other similar benefit plans in which covered Employees are eligible to participate.

Section 2.

Procedure:

- (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.
- (b) It is understood that Employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

Step One: Any employee who has a grievance shall discuss it first with his Steward and Foreman or other immediate supervisor in an attempt to resolve the matter informally at that level.

Step Two: If, as a result of the foregoing discussion, the matter is not resolved to the satisfaction of the Employee within 10 working days, it shall be discussed by the Employee with the Department Head in an effort to resolve the matter informally at that level.

Step Three: If, as a result of the foregoing discussions, the matter is not resolved to the satisfaction of the Employee within 10 working days, he shall within said period set forth his grievance in writing to the Business Administrator specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury or loss or inconvenience;
- (c) the results of previous discussions;
- (d) his dissatisfaction with decisions previously rendered.

Should no acceptable agreement be reached within an 10 working days period after the receipt of the written grievance by the Business Administrator, the Union may request a written decision with reasons, which decision shall be submitted within ten (10) workings days, and thereafter the matter may be referred to the fourth step as set forth below, by the Township or the Union only.

Step Four: If the matter is not resolved to the satisfaction of the Employee, the grievance may be taken to arbitration upon notice to the other party within 10 working days after the decision in Step Three. Application shall be made directly to the New Jersey Public Employment Relations Commission or New Jersey State Board of Mediation for the appointment of an arbitrator under the rules of said Commission, then pertaining. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. He shall have no power to add to or subtract from or modify any of the terms of the Agreement, nor shall he in any case have power to rule on any issue or dispute excepted from the definition of a grievance as contained in this Article or excepted from the grievance procedure by any other provision of this Agreement.

The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding.

The costs of the arbitrator shall be shared equally and any additional costs incurred by either party shall be borne solely by that party.

An Employee may, in lieu of arbitration, elect to pursue all remedies afforded by provisions of the Civil Service Act. However, in no instance shall an Employee have the right to have the matter heard under the Civil Service Act and arbitration and thus, the election by the Employee shall constitute a waiver of any other procedure available to him.

Section 3.

Any Employee may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Union. The Employee shall be free from restraint, interference, coercion, discrimination, or reprisal as a result of the presentation of a grievance.

Section 4.

The right to request arbitration shall be limited to the parties to this Agreement. Said right shall not be assigned, delegated or allowed to be carried out by any other third party.

Section 5.

In matters of discipline or discharge, the parties may mutually agree to waive the first two (2) steps of the grievance procedure and proceed immediately to Step Three.

Section 6.

The time limits set forth herein may be waived by mutual agreement of the parties, in writing

Section 7.

The Township shall have the right to discipline or discharge Employees while they are employed during a designated probationary period which has not yet been satisfactory completed and there shall be no resort to the grievance procedure for any such action.

ARTICLE VI
MANAGEMENTS' RIGHTS AND RESPONSIBILITIES

Section 1.

It is recognized and agreed that the Township possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the specific provisions of this Agreement. These rights include but are not limited to: selection and direction of its Employees; to hire, promote, transfer, assign, and retain Employees in positions within the unit, and to suspend, demote, discharge, or take other disciplinary action against Employees for just cause; to relieve Employees from duties because of lack of work or for other legitimate reasons; to establish and change work schedules and assignments; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it.; to determine the methods, means, and personnel by which its operations are to be conducted; to introduce new or improved methods of facilities; and to contract out for goods or services. It is agreed that the Township may take whatever actions may be necessary to carry out the mission of the facility or department in situations of emergency.

Section 2.

Rules and Regulations: The Employer agrees that prior to establishing any new work rules or modification of any new work rules, they shall first be discussed with the Union and shall not be implemented until the expiration of fourteen (14) days after such discussion, unless emergent reasons exist.

ARTICLE VII
UNION RIGHTS

Section 1.

Except as may be required by statute or Court decision, membership in the Union shall not be compulsory, nor shall any individual be required to pay dues, initiation fees, or assessments; nor shall Employees be required to join or maintain membership in the Union as a condition of employment.

Section 2.

The Township will furnish the Union with a copy of any Civil Service form filed with Civil Service in connection with the Township's intent to discipline and/or discharge any Employee.

Section 3.

All written notifications given to the Union shall be directed to its President or designee.

Section 4.

Bulletin Boards

The Employer will provide four (4) locking bulletin boards for exclusive Union use at the following locations:

- a. Public Safety Building.
- b. Town Hall (outside B.A.'s Office and outside Nurse's Office in basement).
- c. D.P.W. (16th Avenue)

ARTICLE VIII
SENIORITY

Section 1.

Seniority, probationary period, lay-off, recall, promotions and similar matters which are covered by Civil Service Rules and Regulations shall be governed by such Rules and Regulations, which are paraphrased on Appendix "A" which is not made part of the Agreement. Claims pertaining to matters covered in the Article VIII or Appendix "A" shall be reviewable only by Civil Service and not by resort to the grievance procedure.

Section 2.

The Township will notify the Union in writing of promotions and lay-offs.

Section 3.

Seniority shall govern in matters of overtime, including holiday work, and vacation selection. Seniority in connection with the foregoing shall mean continuous service as a regular Employee in the job title as set forth in Schedule "A" annexed hereto and made a part hereof. Each department shall maintain a seniority list of Employees, copies of which shall be submitted to the Union. In addition, the Township shall furnish to the Association. In addition, the Township shall furnish to the Association copies of any changes in the seniority list.

Section 4.

Overtime shall be assigned with each job title, division and department in order of rotation as set forth in the seniority list prepared by the Department in question and subject to the reasonable requirements of the Department and to the ability of the employee to do the job to be assigned. In matters of overtime assignments, any Employee who shall decline to accept that assignment shall not be entitled to any other overtime assignment until his turn is again reached. It is expressly understood that nothing herein is deemed recognition of any right by any Employee to refuse an emergency overtime assignment; in non-emergency situations, the Township may assign overtime work to any Employee should there not be a sufficient number of employees readily available.

ARTICLE IX
NON-DISCRIMINATION

The Township and the Union both agree that they shall not discriminate against any Employee because of race, color, creed, religion, nationality, sex or Union membership.

ARTICLE X
RATES OF PAY

Section 1.

Term: The term of this agreement is July 1, 2002 and ending June 30, 2006.

Wage Increases: The wage for each employee in the Bargaining Unit shall be increased as follows:

- A. Effective and retroactive to July 1, 2002: 2.0% to base
- B. Effective and retroactive to July 1, 2003: 3.0% to base
- C. Effective July 1, 2004: 1.5% to base
- D. Effective July 1, 2005: 1.5% to base

In addition to the foregoing, each employee who had deferred two (2) weeks salary to the Township shall receive payment for same less any amounts owed to the Town upon separation of employment within 45 days.

Section 2.

The Township shall have the right to create a new classification in the unit not listed on Schedule "A" and the rate of pay for that position, after which, in the event of a dispute between the parties regarding the rate of pay as to any such classification such dispute shall be negotiated as to the rate of pay.

Section 3.

The Township agrees to pay regular salary on a bi-weekly basis, subject to law. Pay day shall be on Friday.

Section 4.

a. Longevity: Employees shall be entitled to receive longevity payment as set forth below, which amount shall be considered as part of base pay and shall be included in employee's salary on regular pay days:

Length of Service	Amount of Payment
Completion of 5 years	2% of base pay
Completion of 10 years	4% of base pay
Completion of 15 years	6% of base pay
Completion of 20 years	8% of base pay
Completion of 25 years	10% of base pay

Payments for longevity shall begin on the first day following the Employee's completion of length of service as set forth above based upon Employee's anniversary date of hire. Such payments shall be included for purposes of pension calculations, overtime, holiday pay, vacation pay, and sick leave pay.

b. For all employees hired on or after July 1, 2004, the following longevity schedule shall apply¹:

Length of Service	Amount Added to Base Pay
Completion of 5 years	\$ 500.00
Completion of 10 years	\$1000.00
Completion of 15 years	\$1500.00
Completion of 20 years	\$2000.00
Completion of 25 years	\$2500.00

Section 5.

¹ The parties agree that the figures set forth in subparagraph b are still being reviewed by the Town and are still an open issue. However, the parties further agree that all other terms and conditions of employment contained in this agreement are settled, pending ratification by both parties.

Employees shall be entitled to receive earned incremental increases in accordance with the provisions of Section 6 of Municipal Ordinances No. 2497. Any change in such provisions will be negotiated between the Township and the Union.

Section 6.

Overtime for white collar employees shall be given in compensatory time at the same rate as paid overtime. Blue collar employees will continue to receive pay for all overtime worked.

ARTICLE XI
VACATIONS

Section 1.

Vacation entitlement shall be based upon the Employee's date of hire according to the following schedule:

Length of Service	Vacation Days
0 to 1 year	1 Working day for each month of service
1 to 5 years	14 working days
6 to 10 years	18 working days
11 to 15 years	21 workings days
16 years and thereafter	23 working days

Any new Employee hired before the 15th day of the month shall be credited with having worked one month for purposes of vacation entitlement.

Section 2.

Vacation entitlement will be determined in accordance with the Employee's anniversary date of hire. In the event the Employee attains an anniversary date on or before June 30, he shall be granted the additional vacation days during the contract year in which his anniversary date fails.

Section 3.

Vacation days may be taken during the contract year subject to prior approval of the Department Head. In the event an employee is directed not to utilize his vacation days because of pressure of Township business, then the vacation time unused shall accumulate and shall be granted no later than the end of the next succeeding contract year.

Section 4.

Vacation benefits will be paid to Employees prior to the start of the vacation period provided the Employee requests such payment to his Department Head as least two weeks prior to the start of the vacation period.

Section 5.

In the event of termination of employment for any reason, the employees shall be paid for all earned, but unused vacation days on a pro rate basis.

ARTICLE XIII
HOLIDAYS

Section 1.

- (a) The Township recognizes the following days as paid holidays for which Employees actively on payroll at time of holiday will receive one day of pay at straight time without having to perform work:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

- (b) The day after Christmas Day and the day after New Year's Day shall be included as paid holidays when they fall on Fridays.

Section 2.

In the event an Employee works on a holiday, he shall be paid in accordance with Article XV, Overtime, which payment shall be in addition to holiday pay.

Section 3.

Should any of the listed holidays fall on a Saturday, the preceding Friday shall be considered as the holiday and paid accordingly. Should any of the listed holidays fall on a Sunday, the following Monday shall be considered as the holiday and paid accordingly.

Section 4.

In addition to those holidays set forth. Employees shall also be granted holidays which are enacted by applicable statute.

ARTICLE XIII
SICK LEAVE

Section 1.

Each Employee shall be entitled to one (1) day per month for non-occupational sick leave during his first calendar year of service. Thereafter, commencing on January 1, he shall receive fifteen (15) days of sick leave per year.

Any sick leave days which remain unused shall be cumulative from year to year.

Section 2.

Any Employee who sustains a job-connected illness or injury shall be continued on full pay for a period of one (1) year or until such time as the Employee becomes entitled to a disability pension, whichever shall be sooner. During a period of occupational injury or illness, the Employee shall not be charged any sick days.

Section 3.

Employees who receive worker's compensation or temporary disability benefits while on a sick leave shall be paid the full salary and shall remit such compensation or disability payments to the Township.

Section 4.

Employees requiring a non-occupational sick leave which exceeds the number of sick leave days granted during the year and beyond the number of accumulated, unused days, may be granted sick leave without pay for up to six (6) months. In the event additional time is required, an extension of an additional six (6) months will be given consideration by the Township upon request by the Employee.

Section 5.

- (a) Effective January 1, 1978, each Employee shall be entitled, upon retirement, for service and age of disability, from a state administered retirement system to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him on the effective date of his retirement in the manner and to the extent

provided for herein. Any Employee who elects a deferred retirement benefit shall not be eligible for such supplemental compensation payment, unless such Employee shall have retired with twenty (20) years or more of service.

- (b) Such supplemental compensation payment shall be computed at the rate of one-half (1/2) of the eligible Employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the Employee's average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$8,500.00, effective July 1, 1988.
- (c) The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pensions or retirement benefits to such retired Employee.
- (d) Any Employee who incurs a separation of service for any reason except that die to temporary lay-off shall have his accumulated sick leave computed only from the date of return to employment.
- (e) Notice of intention to claim the benefits provided herein must be made in writing to the Township on or before November 1st of the year prior to the year in which the retirement becomes effective. In the event an Employee fails to give notice by November 1st for the reason that such Employee has not at that time determined to retire, by subsequently, due to some unforeseen such Employee is compelled to retire, the Employee shall give notice of the condition causing the retirement as soon a possible. In the event such Employee demonstrates valid reason to waive the November 1st notice date, he will receive the benefit provided for. The Township, however, may defer payment of all or part of the benefit to the year following the retirement.

Section 6.

Effective July 1, 1998, employees may have their 1999 vacation allotment credited with additional vacation days(s) as follows:

- (a) One (1) day of additional vacation can be earned by any Employee who does not use any sick leave the last six (6) months of 1998.
- (b) An additional one (1) day of vacation can be earned by any Employee who does not use any sick leave during the first six (6) months of 1999.

The additional earned vacation days will be added to an employee's 1987 vacation credit. Employees may also earn this additional vacation in an identical fashion in subsequent years. Any day off earned can be taken only with prior approval of the Department Directors, and such time off will not count as time worked for purposes of calculating overtime.

ARTICLE XIV LEAVES OF ABSENCE

Section 1.

Leaves of Absence with Pay:

All Employees shall be entitled to the following temporary leaves of absence, with pay:

- (a) When called for jury duty and for the duration of such service. During the period of jury service, the Employee will be expected and required to report for work at such times as his presence as a juror is excused. The Township shall have the right to request certification from the Clerk of the Court setting forth the period of such jury duty service. Night shift employees shall be assigned to the day shift and excused for Jury Duty as provided above.
- (b) In the event of death in the immediate family of the Employee, the Employee shall be entitled to three (3) working days of leave to be taken in close proximity to the date; one (1) day of which leave must be for attendance at the funeral.

Immediate family shall be defined as spouse, child, step-child, parents, parent-in-law, grandparents, sister, brother, grandchild, or relative regularly residing in the Employee's household.

In the event of the death of a sister-in-law or brother-in-law, aunt or uncle of the Employee, the Employee shall be entitled to one (1) day of leave to attend funeral.

The Township may require proof of death and/or proof of relationship to the Employee.

In the event of a death in the family which occurs during an Employee's period of vacation or other extended leave, no additional time shall be added to leave time if such death occurs prior to three (3) or more days before the Employee is scheduled to return to work.

- (c) Personal leave during the contract year of four (4) days. Personal leave shall not be considered as vacation days and shall not be cumulative. Except in cases of emergency, Employees shall give advance notification to the appropriate Department Head at least one (1) week prior.

- (d) Leave from work for the observance and/or celebration of religious holidays may only be taken as part of such personal leave allowance.

Section 2.

An Employee called to serve on annual active duty training will be paid his regular earnings less such military pay received during this period in which he is required to be in attendance. The Township shall have the right to require prior proof of such attendance by military order and proof of payment received. The foregoing is subject to and shall be governed by the provisions of applicable New Jersey Statutes.

ARTICLE XV
OVERTIME

Section 1.

Overtime shall be paid at the rate of one and one-half (1-1/2) times an Employee's straight time rate of pay for all work performed in excess of the Employee's regularly scheduled quitting time, or performed prior to the Employee's regularly scheduled starting time, or performed on an Employee's scheduled day off, except in the following cases:

- (a) Employees in the Public Works Department shall be paid overtime for all hours in excess of forty (40) per week.
- (b) HOLIDAY PAY. Members of the Bargaining Unit will receive double time for a mandatory call back on any holiday listed in the contract. The member must work a full workweek before the call back and the day after the call back unless same is a scheduled vacation week or day.
- (c) Employees assigned to the Township Clerk's Office who are required to attend evening meetings will receive \$25.00 per meeting.
- (d) The provisions of this Article XV do not apply to the Assistant Township Clerk, except for performance of Election Duties.

Section 2.

Any legitimate time-off, i.e., sick leave, personal day, bereavement, vacation (except that provided in Article XIII, Section 6.), shall be considered as time worked for purposes of calculating overtime for all unit employees. The taking of this time-off shall continue to be subject to the prior approval of the Director.

Section 3.

Employees who work on a recognized paid holiday will be paid at the rate of time and one-half (1-1/2) the straight time rate for all work performed on such holiday and such payment shall be in addition to the Employee's regular holiday pay for such day.

Section 4.

Employees who work on Sunday, if it is not a regular workday, shall be paid at the rate of two (2) times the straight time.

STANDBY - Bargaining Unit members in the Division of Street and Sewers and the Bureau of Police and Fire Signal Alarms who are placed on a stand-by status over weekends shall receive fifteen (15) hours pay at straight time and in the event the Employee is called to work while on stand-by, he shall receive additional payment at time and one-half (1-1/2) straight time rate for all hours worked. Employees who are placed on a stand-by status must be reachable immediately and must report at work within one (1) hour from notification to report. Failure to report within one (1) from notification will result in loss of all stand-by pay for the weekend in question.

Section 5.

Subject to the provisions of Section 8 of this Article, no Employee's workday or work week shall be reduced as a result of his having worked overtime.

Section 6.

There shall be no pyramiding of overtime hours.

Section 7.

Overtime work shall be performed only upon the direction of the Supervisor or Department Head. Overtime shall be shared amongst all Employees in their division and job title in accordance with Article VIII, Section 4.

Section 8.

At the employee's option, overtime payment shall be in cash or credited to the Employee as compensatory time. Compensatory time may be taken by the Employees at any time provided the Employee gives advance notification of at least five (5) working days to his Department Head. Approval will not be unduly withheld, except in the case of manpower shortages within the Department.

The Township agrees to provide each Employee with an annual calculation of the number of compensatory days credited to the Employee and the Employee shall have ten (10) days

therefrom to notify the Township if there is a dispute as to the member. In such instances any dispute shall be handled through the grievance procedure.

At time of termination or retirement, all compensatory time shall be paid to the Employee, at the Employer's option, at either the Employee's then rate of pay, or as time due.

Section 9.

HOUSING INSPECTORS - Housing Inspector will be paid \$25.00 per day during the heating season for weekend duty as follows: If the department head designated two (2) Bargaining Unit members to split a weekend, then each member is paid \$25.00 for the day he is on weekend call. If the department head designates one (1) person, then that person is paid for two (2) days (\$50.00). If one (1) person is designated for a three (3) day weekend, then that person is paid for three (3) days (\$75.00).

ARTICLE XVI
NO-STRIKE - NO LOCKOUT

Section 1.

During the life of the Agreement, the Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, unlawful picketing, work stoppage, or any other type of organized interference, coercive or otherwise, with the Township of Irvington's business, and further that the Union will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, including but not limited to publicly disavowing such action in the local newspaper and ordering all such Employees who participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances, to bring about compliance with its order. In cases of such activity described herein, the Township of Irvington may impose disciplinary measures or discharge of the Employee directly or indirectly involved. In consideration of the foregoing, the Township of Irvington agrees not to lock out or cause to be locked out any Employee covered under the provisions of this Agreement.

Section 2.

If the above procedure is followed, the Union, its Officers and agents, shall not be liable for any unauthorized prohibited acts described above.

ARTICLE XVII
SEPARABILITY

Section 1.

The Township and the Union understand and agree that all provisions of the Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under the applicable law or regulation, such illegality or invalidity shall affect only the particular provision concerned, which shall be deemed of no force and effect, but shall not affect the remaining provisions of the Agreement.

ARTICLE XVIII
HOURS OF EMPLOYMENT

Section 1.

- (a) All white-collar Employees shall be at work for a period of seven and one-half hours, inclusive of a one hour meal period.

Section 2.

- (a) All blue collar Employees, shall be required to work not more than eight hours, exclusive of a meal period of not less than one-half hour nor more than one hour, as per present Department practices.
- (b) All Telecommunicators and Police Aides shall work a seven and three-quarter (7 $\frac{3}{4}$) hour and eight (8) hour schedule, respectively.

Section 3.

The Employer agrees that any changes in present coffee break and wash-up time practices will be negotiated with the Union before implementation.

ARTICLE XIX
INSURANCE

Section 1.

The Township shall continue to provide each Employee covered by this Agreement and his eligible dependents with a fully paid plan of health care insurance, including major medical coverage, with benefits equal to or better than those currently provided.

Section 2.

The Township will provide to each employee and dependants at its cost a dental program.

Section 3.

DISABILITY - The Township will make all reasonable efforts to have each member of the Bargaining Unit enrolled in the New Jersey Temporary Disability Insurance Program as per the attached brochure.

Section 4.

Health Benefits - Members of the Bargaining Unit would have the option to waive employer health benefits. In the event that an employee waived said benefits, he/she would receive a stipend of \$2,000.00 per year (not included in their base salary).

ARTICLE XX
SAFETY AND PROTECTIVE CLOTHING

Section 1.

The Township shall establish a Safety Program for its Employees and the proper maintenance of its equipment.

Section 2.

Refusal to operate unsafe equipment or to work in an unsafe manner shall not be cause for discipline if the Employee can demonstrate and prove the validity and good-faith of his position. Employees are to report to their immediate Supervisor any defects or unsafe conditions discovered on any equipment. The Supervisor shall thereupon call the shop mechanic to inspect the equipment in question, and in case of defect, order the equipment into the shop for correction.

Section 3.

The Township shall provide each Employee on a fair wear-and-tear basis protective clothing or safety equipment necessary in the performance of his duty, such as safety glasses, safety hats, gloves, galoshes, boots, raingear. The Employee shall wear such clothing or equipment as necessary.

Section 4.

The Township shall further provide and maintain the uniforms for Employees, in accordance with present practices.

Safety flashing lights shall be conspicuously mounted on motorized equipment, where necessary.

Section 5.

The Township of Irvington agrees to provide the following blue collar Employees with safety work shoes.

DEPARTMENT OF PUBLIC WORKS

- Division of Streets and Sewers
- Division of Motorized Equipment
- Division of Shade Tree
- Division of Park Maintenance
- Division of Public Property
- Division of Abandoned Property
- Division of Engineering – Sanitation Inspectors

DEPARTMENT OF HOUSING SERVICES

- Housing Inspectors

DEPARTMENT OF FIRE

- Division of Alarms

Thereafter, the Purchasing Agent of the Township will solicit quotes in conformance with the Local Public Contracts Laws for the replacement of the safety work shoes due to normal wear and tear or within one (1) year from the date of the original purchase, whichever comes first.

The Township's financial responsibility under this section for each pair of shoes will not exceed the solicited quote amount.

The approved shoe list will be upon mutual agreement between the Township and the Union.

The membership of the I.W.A. recognizes and agrees to wear approved safety shoes at all times during their hours of employment.

ARTICLE XXI
BARGAINING UNIT WORK

Work normally performed by members of the bargaining unit shall not be performed by non-bargaining unit personnel except under emergency conditions and only after giving prior to the Union, where possible.

ARTICLE XXII
SEVERANCE PAY IN THE EVENT OF LAY-OFF
DUE TO EMPLOYER'S SUB-CONTRACTING

Section 1.

In the event any Employee who has five (5) years or more of service is permanently laid off from the active payroll of the Employer solely as the result of the Employer's contracting out the complete operation of any Department Division or Bureau, such Employee shall receive a severance payment of two (2) week's pay for each complete year of service. Such payment may be a lump sum or continuation of salary, at the discretion of the Employer.

Section 2.

The Employee receiving severance pay shall reimburse the Employer for the amount of any unemployment payment received on account of any period in which severance payments are made. Severance payments shall cease upon the recall of any Employee whether or not the Employee accepts the employment offered.

ARTICLE XXIII
COMMUNICATION OPERATORS/POLICE AIDES

Section 1.

Notwithstanding any other provision of this Agreement.

- (a) Each Communication Operator after completing a ninety (90) day probationary period shall receive pay for fourteen (14) holidays per year. They will also receive holiday pay for the day after Christmas and the day after New Years when they fall on Fridays.
- (b) If a holiday falls during the regular work week of a Communication Operator they will work that holiday and be paid double time for that holiday. If they are not scheduled to work the day said holiday falls, they will receive their regular pay plus holiday pay.

- (c) The Township shall provide at no cost to the employee in the Bargaining Unit who is a Township police department communications operator and/or police aide, upon hire, five (5) shirts with emblems and three (3) pairs of slacks. Thereafter, uniforms shall be supplied by the Town on an as needed basis at no cost to the employee.
- (c) The telecommunicators and police aides assigned to communications will receive additional pay of \$658.00 per year per person.

ARTICLE XXIV

TUITION REIMBURSEMENT

To be administered pursuant to current employee handbook and placed in contract.

ARTICLE XXV

PERSONNEL FILES

Section 1.

There shall be only one official personnel file for each employee of the bargaining unit consisting of all personnel data concerning the employee. It does not include any data as required to be kept in a separate file under the American's with Disabilities Acts or any similar statutes.

Section 2.

Each employee shall have the right to examine his or her personnel file during normal business hours in the presence of a representative of personnel department. A request to review a personnel file must not be unreasonably delayed.

ARTICLE XXVI
TERM OF AGREEMENT

Section 1.

This Agreement shall become affective on July 1,2002 and continue through June 30, 2006, and shall continue on an annual basis thereafter until either party shall serve written notice upon the other of its desire to terminate or renegotiate the terms and conditions of said Agreement. Such notice shall be given at least ninety (90) days prior to the expiration date and the parties agree to begin negotiations as soon as is reasonably possible.

Section 2.

It is further understood that this Agreement constitutes the entire Agreement between the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

Section 3.

Any modification shall only be by mutual agreement between the parties, Such modification, of agreed upon, shall be reduced to writing, signed by authorized representatives of both parties and shall become a part of this Agreement as if negotiated herein.

FOR THE TOWN

Wayne Smith

DATED:

Wayne Bailey
7/7/04

DATED:

FOR THE UNION

Margaret Hoffman
MARGARET HOFFMAN, PRESIDENT

DATED:

LEONARD SPEARS, V.P.

DATED:

COLLEEN SOVINSKI, TREASURER

DATED: