

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **DA16-0628-22**

Date of Adoption **JUNE 28, 2016**

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

Legislative Assistant

PRESENTED BY COUNCIL MEMBER

COX

SECONDED BY

JONES

Ratify Service Employees International Union Local 617 Memorandum of Agreement

WHEREAS, the Township of Irvington and the Service Employees International Union Local 617 have engaged in labor negotiations for the purpose of establishing salaries and other conditions of employment for members of said association ; and,

WHEREAS, the Township of Irvington and the Service Employees International Union Local 617 have mutually agreed to the salaries and other conditions of employment for the period beginning July 1, 2012 and ending June 30, 2018.

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

BE IT FURTHER RESOLVED that the Mayor and the Township Clerk are authorized and empowered to execute the said 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 VICEPRESIDENT	X			
COX	X				LYONS			X	
HUDLEY	X				FREDERIC, PRESIDENT	X			
INMAN	X								

PRESIDENT OF COUNCIL *Cox* MUNICIPAL CLERK *Shelley* DATE **JUNE 28, 2016**

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

DATE **JUN 28 2016**

ADMINISTRATOR ☒ ASSESSOR ☐ BLDG ☐ CFO ☐ COLLECTOR ☐ COURT ☐ ENGINEER ☐ FIRE ☒ HEALTH ☐ HOUSING ☐ INIC ☐ JUDGE ☐ LEGAL ☒ LIBR ☐ LICEN ☐ MAYOR ☐ OCDP ☐ PARKS ☐ PAYROLL ☒ PUBLIC SAFETY ☐ DIR ☐ PUBLIC WORKS ☐ PURCHASING ☐ SEC ☐ PB/ZBA ☐ TRAFFIC ☐ ZONING ☐ OFF ☐ DLGS ☐ GNCD ☐ OTHER(S):

AGREEMENT BETWEEN THE TOWNSHIP OF IRVINGTON
AND
IRVINGTON SEIU LOCAL 617

1. **Article IX: PERSONAL LEAVE**

a. Section 1B: Revise Language

- i. Employees hired after the school year beginning shall be granted one (1) personal day.

b. Section 3: New Language

- i. All employees of the bargaining unit shall be entitled to ten (10) sick days per year.
- ii. Employees currently (as of April 2016) earning ninety cents (\$0.90) or more in longevity, upon retirement shall receive a payment equivalent to a maximum of one-half (1/2) of his/her accumulated sick time, the sum of which shall not exceed one thousand dollars (\$1,000.00).
- iii. Employees currently (as of April 2016) earning less than ninety cents (\$0.90) or more in longevity, upon retirement shall receive a payment equivalent to a maximum of one half (1/2) of his/her accumulated sick time, the sum of which shall not exceed five hundred dollars (\$500.00).

2. **Article XIII: HEALTH BENEFITS**

a. Section 1: New Language

- i. 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.
- ii. 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.

Article XIII: HEALTH BENEFITS (continued)

b. Section 2: Revise Language

- i. 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 a 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.

3. Article XIV: CLOTHING ALLOWANCE

a. Revise Language

- i. The Township shall provide an annual clothing allowance of four hundred and seventy five dollars (\$475.00) per year to all school traffic guards on or before March 15th of each year until the end of the duration of the contract. Said clothing allowance shall be paid in a separate check.

Each member of SEIU Local 617 shall receive a one-time clothing allowance payment of seventy-five dollars (\$75.00).

4. Article XV: LONGEVITY

a. Sections 1B-H: Delete

b. Section 1B: New Language

- i. Effective April 1, 2016, the Township shall compensate all Employees who received longevity by adding their current longevity pay into their base salary, thus constituting the total salary.

5. Article XVI: UNION MEMBERSHIP

a. Section F: New Language

- i. The Union's Negotiating Committee shall be granted administrative leave with pay if negotiations take place on the Agency's time. No more than two (2) of the union negotiating committee shall be granted administrative leave with pay for negotiations toward a successor collective bargaining agreement.

6. Article XVII: SALARIES

a. Section 1: Rate of Pay

1. Effective and Retroactive July 1, 2012— No Increase
2. Effective July 1, 2013— 2% Increase
3. Effective July 1, 2014—2% Increase
4. Effective July 1, 2015—2% Increase
5. Effective July 1, 2016—2% Increase
6. Effective July 1, 2017—2% Increase

*Half of the retroactive payment will be paid by March 15, 2016. The other half of the retroactive payment will be paid by September 15, 2016.

b. Section 2: 27th Pay

- i. Employees will be paid bi-weekly with a total of 26 pay periods per year. In those years where there are 27 pay periods, the annual salary and longevity due shall be divided by 27 pays.

7. Article XVIII: SUSPENSION AND DISCIPLINARY ACTION

a. Section D: New Language

- i. No disciplinary warning/charge shall be issued for any action or inaction that is more than 45 days after the charging party has learned, or could have reasonably learned, of the act(s) which are the basis of the charge(s).

8. Article XIX: LEAVES OF ABSENCE

a. Section D: Maternity Leave

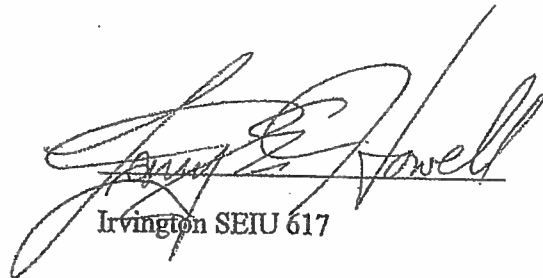
- i. The Township shall provide maternity leave consistent with the Family and Medical Leave Act ("FMLA"), which provides eligible employees up to twelve (12) work weeks of unpaid leave a year.

9. Article XXIII: TERMS AND RENEWAL

- a. July 1, 2012 -- June 30, 2015; and 3 years forward, July 1, 2015- June 30, 2018

Township of Irvington

Date


Irvington SEIU 617

6/20/16
Date



AGREEMENT

BETWEEN
TOWNSHIP OF IRVINGTON

AND

SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 617

CROSSING GUARDS

JULY 1, 2012~~09~~ THRU JUNE 30, 2018~~12~~

SCARFINO & HOLLANDER, LLC
400 Valley Brook Avenue
P.O. Box 790
Lyndhurst, New Jersey 07071-0790

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PREAMBLE

This Agreement is entered into this ____ day of _____ June by and between the Township of Irvington, in the county of Essex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township" or the "Employer"), and **Local 617 of the Services Employees International Union, AFL-CIO, CLC** (hereinafter called the "Union").

Whenever titles are used in this agreement, they shall be deemed to include the plural as well as the singular and to include males as well as females.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Union as the exclusive majority representative of all School Traffic Guards in the Police Department of the Township of Irvington within the meaning of the New Jersey Employer/Employee Relations act, N.J.S.A. 34:13A-11 et seq.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and the United States, including, but not limiting the generality of the forgoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and the activities of its employee.
2. To hire all employees and subject to the provision of law, to determine their qualifications and conditions for continued employment or assignment, to promote, transfer, assign, and reassign employees.
3. To suspend, demote, discharge or take disciplinary action for just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and of the Township.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40:1-1 et seq. and N.J.S.A. 11A:1-1 et seq., or any other federal, state, county or local law or ordinances.

ARTICLE III

BULLETIN BOARDS

The Township shall provide a bulletin board in the Law Enforcement Building, where the Union can post notices regarding Union meetings. The bulletin board shall not be used to post notices of a personal or political nature, or of a matter unrelated to Union Affairs.

ARTICLE IV

NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report to duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout, it is covenanted and an Agreement may be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Grievance Procedure contained in this Agreement.

C. The Union will actively discourage and will take all affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township.

D. Nothing contained in the Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction, or both in the event of such breach by the Union or its members.

ARTICLE V

GRIEVANCE PROCEDURE

A. **Purpose:**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the Department Supervisory Staff and having the grievance adjusted without the intervention of the Union.
3. Nothing contained herein shall prevent any employee in this unit from presenting his own grievance or representing himself, provided that copies of written responses are given to the Union. The Union may be present at all steps of the grievance procedure.

B. **Definition:** The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement, excluding a suspension of five (5) working days or less. An individual, the Union on behalf of an individual, or the Township, may raise a grievance.

C. **Steps in the Grievance Procedure:** The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement subject to the law and shall be followed in its entirety unless any step is waived by mutual consent. A grievance shall be deemed to have been denied if the Township representative does not issue a decision within the time period set forth in this Agreement.

Step One:

1. An aggrieved employee may institute action under this provision within fifteen (15) working days of the occurrence and an earnest effort shall be made to settle the issue between the aggrieved employee and the immediate supervisor in charge for the purpose of resolving the matter informally.
2. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.
3. The immediate supervisor in charge shall render a decision within fourteen (14) working days following the receipt of the grievance.

Step Two:

1. In the event the grievance has not been resolved at Step One (1) within seven (7) working days following the determination of the immediate supervisor in charge or within seven (7) working days following the time allotted for such decision, the matter may be submitted in writing to the Chief of Police, or his/her designee, shall render a decision within fourteen (14) working days following the receipt of the grievance.
2. The Chief of Police, or his/her designee, shall render a decision within fourteen (14) working days following the receipt of the grievance.

Step Three:

In the event the grievance has not been resolved at step three (3) within five (5) working days following the decision of the Chief of Police or within five (5) working days following the time allotted for such decisions, the matter may be submitted in writing to the Township Administrator.

1. The Township Administrator shall review the matter and render a decision within fourteen (14) working days.

Step Four - Arbitration:

1. Should the aggrieved employee be dissatisfied with the decision of the Township Administrator or if there is no decision, the Union may within ten (10) working days make a request for arbitration, either from when the step four (4) decision is due or when the step four (4) decision is rendered. The request for arbitration must be in writing and filed with the Public Employees Relations Commission (PERC). A copy of the request for arbitration shall also be provided to the Township Administrator. The Arbitrator shall be chosen in accordance with the rules of the New Jersey State Public Employment Relations Commission.
2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him in the grievance. The Arbitrator shall not have the authority to add to modify, detract from or alter any amendment or supplement thereto or to add new provisions to this agreement or any amendment or supplement thereto.
3. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an Arbitrator in any single case.
4. The Arbitrator shall set forth his findings of facts, and reason for making the award after the conclusion of the arbitration hearing.

5. The decision of the Arbitration shall be in writing with the reasons therefore and shall be binding upon the parties to the extent permitted by and in accordance with the applicable law and this Agreement.
6. The cost for the services of the Arbitrator shall be borne equally by the Township and the Union. Any expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring the same.

D. **MISCELLANEOUS:**

1. Either the Township or the Union may waive any of the steps of the grievance procedure, but said waiver can only be done in writing and with the consent of the other party.
2. The Township may designate a representative to act on behalf of any Township employee or official identified in this Article.
3. The parties shall strictly adhere to the time limits set forth herein. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the succeeding step in the grievance procedure within the time limits prescribed then disposition of the grievance at the prior step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or reduce the time limits provided for processing the grievance at any step in the grievance procedure.

E. **TOWNSHIP GRIEVANCES:**

Grievances initiated by the Township shall be filed directly with the Union within fourteen (14) working days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) working days after filing a grievance between the representative of the Township and the Union in an earnest effort to adjust differences between the parties. In the event no such adjustment has been satisfactorily made, the Township may file for arbitration in accordance with step four (4) above.

ARTICLE VI

SENIORITY

- A. The Township agrees to use seniority as a basis for assigning school traffic guards.
- B. The Township agrees to use seniority as a basis to fill vacancies which may occur. The Township may also take other factors in account when filling vacancies, such as experience, qualifications, attendance and job performance.
- C. The Township agrees to provide the Union with a seniority listing every six (6) months. Said listing shall include name, address, social security numbers, date of hire, location and/or assigned corner of the employee.
- D. The Township shall supply the Union with the names, addresses and social security numbers of all new hires within thirty (30) days of his/her date of hire.

RESERVISTS/TEMPORARY/PER DIEM EMPLOYEE:

A reservist shall be defined as an employee that works only in place of a permanent school crossing guard during his/her absence. Any reservist working at one location and /or post for more than thirty (30) days shall be deemed to be working in a vacancy and shall be entitled to a permanent position of school crossing guard at that particular location. Said reservist shall be entitled to all fringe benefits and wages effective the thirty-first (31st) day of working in said location.

ARTICLE VII

HOURS OF WORK AND SCHEDULES

A. On those days when Township public schools are in session, the present hours of work for school traffic guards shall be in accordance with the current schedule(s) - 7:30 a.m. - 9:15 a.m. and 2:20 p.m. - 4:15 p.m.

B. The Township may adjust the work schedule and hours to accommodate the school schedule and/or extracurricular activities.

C. On those days when the Township public schools are in session the school traffic guards shall perform traffic services for the Township school system.

D. On the days when the Township public schools are closed for half sessions, all school traffic guards shall be credited for a full workday and compensated at his/her regular rate of pay.

ARTICLE VIII

HOLIDAYS

Employees covered by this agreement shall be entitled to the following five (5) holidays with pay:

- | | |
|---------------------------|---------------------------|
| 1. Thanksgiving Day | 2. Day after Thanksgiving |
| 3. Christmas Day | 4. New Years Day |
| 5. Martin Luther King Day | |

ARTICLE IX

PERSONAL LEAVE

Section 1

A) All Employees of the bargaining unit shall be entitled to one (1) personal day off with pay effective the beginning of each School calendar year. Personal days are non-accumulative.

B) Employee's hired after the School year begins shall be granted ~~one (1) day of a half (1/2)~~ personal leave with pay.

Section 2

Personal days shall be granted upon a three (3) day written request, unless the employee has a personal emergency, which is subject to approval by their immediate supervisor. The request by the employee shall be directed to the immediate supervisor or his/her designee for his or her approval.

Section 3

~~A) All employees of the bargaining unit shall be entitled to ten (10) sick days per year.~~

~~B) Effective April 2016, those employees earning ninety cents (\$0.90) or more in longevity payments which, by agreement of the parties, has been converted into the employee's base salary, upon retirement shall receive a payment equivalent to a maximum of one-half (1/2) of his/her accumulated sick time, the sum of which shall not exceed one thousand dollars (\$1,000.00).~~

~~C) Effective April 2016, those employees earning less than ninety cents (\$0.90) in longevity payments, which by agreement of the parties, has been converted into~~

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their base salary, upon retirement shall receive a payment equivalent to a maximum of one half (1/2) of his/her accumulated sick time, the sum of which shall not exceed five hundred dollars (\$500.00).

ARTICLE X

JOB RELATED INJURY

All employees shall be paid at the regular rate of pay during periods of work related disability due to illness, injury or recuperation there from, for a maximum period of one (1) year from the date of such disability, provided such employee is incapable of performing his/her duties.

ARTICLE XI

BEREAVEMENT LEAVE

Section 1

1. 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, domestic partner, child, stepchild, parent, parent-in-law, grandparents, sister, brother, grandchild, or relative residing in the employee's household.
2. All requests for bereavement leave must be verified with proper documentation. Bereavement leave may be extended at the discretion of Chief of Police or his/her designee to an employee who cannot, because of special circumstances, return to work at the completion of the allowable funeral leave days. Such leave can be taken without pay.

ARTICLE XII

SNOW DAYS OR ANY WEATHER RELATED CLOSINGS

Section 1

1. Whenever the Irvington Board of Education closes all schools for any weather related closing in the Township, all School Traffic Guards shall be entitled to four (4) hours of regular pay.

2. Whenever the Township of Irvington schools are closed due to weather, the air raids shall be sounded at 6:45 A.M.

3. School Traffic Guards **Do Not** have to report to their assigned post, but shall be paid pursuant to his/her regular work schedule.

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Section 2

The Township will provide a number to the Guards to call if in doubt to when schools will be closed or reopened due to weather.

Section 3

To assure the safety of the children and Irvington School Guards, the Township of Irvington shall endeavor that the corners where there are no Schools located are cleared of snow/ice and salted.

ARTICLE XIII

HEALTH BENEFITS

Section 1

The Township shall continue to provide health benefit coverage at the existing level for all of the Irvington School Traffic Guards hired prior to May 1, 1999.

The Township shall provide health benefit coverage to the employee ONLY, for any employee hired after July 1, 1999.

Effective July 1, 2002, all Irvington School Traffic Guards shall receive dental/prescription coverage for the employee ONLY.

~~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, Chapter 78.~~

~~The Township reserves the right to change insurance carriers or provide insurance on a self-insured basis so long as substantially similar benefits but not 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.~~

Section 2

Insurance.

- a. Increase the co-payment for office visits from \$10.00 to \$20.00 for office visits.
- b. Amend the current prescription coverage in to include a two-tier prescription plan: employees would pay \$10.00 co-pays for generic drugs; and \$20.00 co-pays for name-brand or formulary drugs.
- c. ~~Permit employees with alternate health coverage from another employer or family~~

~~member to "opt out" of the Township's health insurance. If the employee is eligible, the Township will pay a one-time amount, not added to base salary, of \$2,500.00. Employees who participate in the opt-out program for duplicate coverage are not permitted to rejoin the plan for at least two (2) years, unless exigent circumstances exist, which would result in a forfeiture of the \$2,500.00 payment. The Township reserves the right to approve an employee's request to rejoin the health plan.~~ 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 a 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.

ARTICLE XIV

CLOTHING ALLOWANCE

The Township shall provide an annual clothing allowance of ~~four~~~~hundred and~~
~~seventy five~~ dollars (\$~~475~~~~300.00~~) to all school traffic guards on or before ~~January~~~~March~~ 15th of
each year ~~of the Agreement until the end of the duration of the contract~~. Said clothing allowance
shall be paid in a separate check.

~~Each member of SEIU Local 617 shall receive a one-time clothing allowance payment of~~
~~seventy-five (\$75.00) dollars.~~

A. ~~Effective July 1, 2005, the clothing allowance shall be increased by twenty-five~~
~~(\$25) dollars for a total of \$325.00.~~

B. ~~Effective July 1, 2006, the clothing allowance shall be increased by twenty-five~~
~~(\$25) dollars for a total of \$350.00.~~

~~Effective July 1, 2007, the clothing allowance shall be increased by twenty-five~~
~~(\$25) dollars for a total of \$375.00.~~

C. ~~Effective July 1, 2008, the clothing allowance shall be increased by twenty-five~~
~~(\$25) dollars for a total of \$400.00.~~

ARTICLE XV

LONGEVITY

Section 1

A. All Employees hired after January 1, 2011 are not eligible for longevity.

B. ~~All Employees hired before January 1, 2011 shall be entitled to the following longevity pay based upon continuous years of service as follows:~~

~~After five (5) years of service 2%~~

~~After ten (10) years of service 4%~~

~~After fifteen (15) years of service 6%~~

~~After twenty (20) years of service 8%~~

~~After twenty-five (25) years of service 10%~~

C. ~~The longevity credit shall be paid upon completion of the prescribed years of service, (anniversary date).~~

D. ~~There shall be no longevity service credit for the period an employee is on leave of absence without pay.~~

E. ~~Longevity pay shall be paid with earned bi-weekly salary check during the calendar year.~~

F. ~~Longevity pay shall be considered together with base pay for pension purposes.~~

G. ~~The following interruptions of service shall be considered as service for the Township for the purpose of determining the completion of said accumulated years of service with the Township, military service, injury in the line of duty, sick leave, jury duty or other approved official paid leave of absence.~~

H. ~~The anniversary date of employment for purposes of this Article shall be the employee's date of hire.~~

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Effective April 1, 2016, the Township shall compensate all Employees who received longevity by adding their longevity pay into their base salary, thus constituting the total salary.

ARTICLE XVI

UNION MEMBERSHIP

A. **Continuance of Membership**: All present employees who are members of the Union on the date of execution of this Agreement may remain members of the Union. All new employees who are hired during the term of this Agreement may become and remain members of the Union.

B. **Non Discrimination**: The parties shall not discriminate against any employee based upon their membership in the Union or representation by the Union. The parties shall not discriminate against any employee based upon their decision to join the Union or their decision not to join the Union.

C. The Union agrees to furnish written authorization in accordance with the law, from each employee authorizing these deductions.

Challenging Assessment Procedures:

(a) The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment.

(b) In the event that a challenge is filed, the Township pending final resolution of the challenge shall hold the deduction of the fair share fee in escrow.

D. **COPE Deduction**: The Township shall deduct and transmit monthly to the Union, the COPE deduction for members who have submitted and signed authorization cards for such deduction.

E. **Indemnification**: The Union shall indemnify, defend and save the Township harmless against all claims, demands, suits, or other forms of liability that may arise out of or-by

reason of action taken in reliance upon the Union's representation concerning the provision of this Article.

~~F.F. The Union's Negotiating Committee shall be granted administrative leave with pay if negotiations take place on the Agency's time. No more than two (2) of the Union's Negotiating Committee shall be granted administrative leave with pay for negotiations toward a successor collective bargaining agreement.~~

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ARTICLE XVII

SALARIES

Section 1

Effective ~~and retroactive July 1, 2012~~⁰⁹, all employees covered by this agreement shall ~~receive a 1.5% hourly rate increase, not receive an increase.~~

Effective July 1, 201~~3~~⁰, all employees covered by this agreement shall receive a ~~2~~⁶% hourly rate increase.

Effective July 1, 201~~4~~¹, ~~a wage increase was agreed upon for all employees;~~ all employees covered by this agreement shall receive a 2% hourly rate increase.

~~Effective July 1, 2015, all employees covered by this agreement shall receive a 2% hourly rate increase.~~

~~Effective July 1, 2016, all employees covered by this agreement shall receive a 2% hourly rate increase.~~

~~Effective July 1, 2017, all employees covered by this agreement shall receive a 2% hourly rate increase.~~

~~"Half of the retroactive payment will be paid by March 15, 2016. The other half of the retroactive payment will be paid by September 15, 2016."~~

Section 2

~~Employees will be paid bi-weekly with a total of 26 pay periods per year. In those years where there are 27 pay periods, the annual salary and longevity due shall be divided by 27 pays.~~

ARTICLE XIII

SUSPENSION AND DISCIPLINARY ACTION

A. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action including minor disciplinary actions or measures imposed upon an employee, or any intent to invoke any disciplinary action upon said employee may be processed as a grievance.

B. The Township shall supply the employee and the Union Office with the charges, preliminary notices and written documentation submitted from which the charges are drawn. This information shall be submitted no less than five (5) days prior to the scheduling of any disciplinary hearing.

C. The Township acknowledges and agrees that, with respect to the institution and prosecution of any disciplinary action, that same shall be instituted and prosecuted pursuant to the New Jersey Administrative Code, 4A: 2-1.1 et seq. The Township agrees and acknowledges that any employee, subject to a disciplinary action, shall be afforded those rights and/or remedies available to employees as set forth in the above referenced chapter of the New Jersey Administrative Code.

~~C.D. No disciplinary warning/charge shall be issued for any action or inaction that is more than 45 days after the charging party has learned, or could have reasonably learned, of the act(s) which are the basis of the charge(s).~~

ARTICLE XIX

LEAVE OF ABSENCE

A. Upon making written application, the Township shall permit, subject to the discretion of the employer, unpaid leaves of absences, on a case-by-case basis.

B. **Court Leave:**

- (a) Employees shall be granted time off with pay, when the following conditions apply:
 - 1. When an employee is called to jury duty.
 - 2. When an employee is subpoenaed to serve as a witness before a court, legislative committee or federal or quasi-judicial body.
- (b) Any payments made to the employee by the Court, legislative, committee or quasi-judicial body, with the exception to travel expenses, shall be turned over to the Township, upon the employee's return to work along with written documentation of attendance before the above bodies indicating the dates of attendance. An employee who is notified by one of the above bodies that he/she need not appear before it on any specific working day(s) shall be required to report for work during such day(s).

C. **Military Leave:**

- (a) Military leaves of absence without pay will be granted to all bargaining unit employees of the Township inducted into the Armed Forces for the required length of service, according to the applicable law.
- (b) A Township employee will be eligible for Military Leave of Absence if ordered to report for the National Guard on the national interest, under current applicable law.

(c) Upon return to the Township system, such inducted employee will be placed on a step of the salary scale as if he/she never left.

(d) **Reservist Duty** - Township employees called for duty for periods of two (2) weeks or less shall suffer no loss of pay or benefits for such period.

D. **Maternity Leave:**

Upon certification by a duly licensed physician and application by an employee, a leave for maternity shall be granted by the Township for a period of ~~not more than seven (7) weeks~~ ^{up to twelve (12)} weeks, in accordance with the ~~State law minimum~~ ^{Family and Medical Leave Act ("FMLA")}. An employee on maternity leave shall be reinstated at any time during the period of such leave upon request of the employee and examination by a duly licensed physician attesting to their ability to perform their duties satisfactorily. Leave shall be extended for a period of up to one (1) year by the Township for child care, if requested by the employee. An employee returning from maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective, except that when the employee has completed ninety (90) days or more in a calendar year, it shall count as a full year. Seniority rights shall also be in compliance with State and Federal Regulations in reference to disability, sick and other compensation.

ARTICLE XX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable 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 sides at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing and executed by the parties.

ARTICLE XXII

LABOR/MANAGEMENT COMMITTEE

Section 1

The Township of Irvington and the Union hereby agree that on-going communication and problem solving about the program and workplace management are important for the success of the Township of Irvington and the Traffic Guards. The parties agree to establish a joint Employer/Union Labor Management Committee to discuss and address workplace matters, development and training.

Section 2

Such committee shall be composed of two (2) bargaining unit employees designated by the Union and two (2) persons designated by the Employer. Said employees shall be excused to attend the Labor Management meetings.

Section 3

This Committee shall make its findings. The Township of Irvington and/or designee shall respond within thirty (30) days the implementation of the Committee's recommendations. In order to facilitate good working labor management relations, the Employer and the union agree to meet at least three (3) times a year to expedite resolutions of workplace issues.

ARTICLE XXIII

TERMS AND RENEWAL

This Agreement shall be in full force and effect as to and shall remain in effect including collective negotiations for a successor Agreement shall be conducted by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commissions.

WHEREAS, the parties have hereunto set their hands and seals this _____ day of _____, 20____.

SEIU Local 617

~~Wayne Smith~~Anthony Vauss, Mayor

~~Rahman Muhammed~~Larry Howell, President.
SEIU Local 617

Harold E. Wiener
Township Clerk

SEIU Local 617