

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **DP17-1227-27**

Date of Adoption **DECEMBER 27, 2017**

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**

AUTHORIZE THE TOWNSHIP ATTORNEY TO USE SUBSTITUTE PROSECUTORS ON AN EMERGENCY BASIS

WHEREAS, the Township of Irvington and the PBA Local 29 have engaged in labor negotiations for the purpose of establishing salaries and other conditions of employment for members of the said association of the Township of Irvington; and

WHEREAS, the Township of Irvington and the PBA Local 29 have mutually agreed to the salaries and other conditions of employment for the period beginning January 1, 2018 and ending December 31, 2022:

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 Contract 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 Contract.

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				INMAN		X		
COX	X				JONES, 2ND VICEPRESIDENT	X			
FREDERIC	X				LYONS, PRESIDENT	X			
DR. HUDLEY	X								

PRESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE **DECEMBER 27, 2017**

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 *[Signature]*

DATE **DEC 27 2017**

ADMINISTRATOR ☐ ASSESSOR ☐ BLDG ☐ CFO ☐ COLLECTOR ☐ COURT ☐ EDGO ☐ ENGINEER ☐ FIRE ☐ CF ☐ HEALTH ☐ HOUSING ☐ INIC ☐
JUDGE ☐ LEGAL ☐ LIBR ☐ LICEN ☐ MAYOR ☐ NPP ☐ 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 PBA LOCAL 29

1. ARTICLE I: TERM OF AGREEMENT

- a. TERM: January 1, 2018- December 31, 2022

2. ARTICLE XI: SALARY

All employees hired prior to October 1, 2017 shall receive salary increase consistent with the appropriate increases. The salary guide shall be adjusted pursuant to the following percentages:

a. Salary Increase

- i. January 1, 2018- 2%
- ii. January 1, 2019- 3%
- iii. January 1, 2020- 3%
- iv. January 1, 2021- 2%
- v. January 1, 2022- 2%

b. New Provision:

Anyone hired on or after October 1, 2017 shall be compensated in accordance with Appendix A-1. It is expressly understood that all such employees shall progress through the entire 14-step guide prior to receiving any other negotiated percentage increases. At such time, all such employees will be considered off-guide, and negotiated percentage increases shall not alter step 14.

c. New Provision: New Hire Salary Guide - Appendix "A-1"

- Step 1: \$36,000 (Academy)
- Step 2: \$41,000 (PTC Certification)
- Step 3: \$45,000 (Anniversary Date)
- Step 4: \$49,000
- Step 5: \$53,000
- Step 6: \$58,000
- Step 7: \$63,000
- Step 8: \$68,000
- Step 9: \$74,000

Step 10: \$80,000
Step 11: \$85,000
Step 12: \$90,000
Step 13: \$95,000
Step 14: \$100,000

3. ARTICLE XIII: UNIFORMS AND EQUIPMENT

New Provisions:

Section 3

Each officer shall receive an annual uniform allowance of \$300 to be paid in the first check in December.

Section 4

A newly hired officer shall receive a stipend of \$1,000, paid once upon graduation from the police academy. Such payment will be issued no later than thirty (30) days from the date of graduation.

4. ARTICLE XVII: BEREAVMENT LEAVE

The revised provisions shall read as follows:

2. Immediate family shall be defined as spouse, child, stepchild, parents, parent-in-law, grandparents, sister, brother, grandchild, childhood stepmother or stepfather.
3. In the event of death of a sister-in-law, brother-in-law, grandparent-in-law, niece or nephew, aunt, uncle or cousin of the employee, the employee shall be entitled to one (1) day's leave.

5. ARTICLE XXII: MISCELLANEOUS

New Provisions:

15. Voluntary Health and Fitness Incentive- All officers who pass a voluntary physical fitness test will receive one (1) additional vacation day for the year in which the test was administered; however, the officer shall have no less than nine (9) months in which to use such day. An officer cannot be ordered to perform the physical fitness test by the Department for any reason. The officer shall re-qualify, if he/she volunteers to do so, annually and receive the additional vacation day for each year of requalifying. The test to be administered will be the same as that administered by the Police Training Commission Physical Training Assessment unless another test is agreed to by the parties; however, the

test will have considerations and qualifying adjustments pursuant to the age and sex of the member.

16. Voluntary Residency Incentive- The Township will pay \$2,000 in an annual stipend to each officer who resides within the Township during years 2 – 6 of their career with the Township (as measured from his/her appointment date from a Civil Service List). Said stipend shall be paid during the last pay in the month of December of each year after receipt of residency verification from Internal Affairs. The residency incentive shall not be imposed or treated as a mandatory requirement for employment in the Township Police Department.

17. The parties agree that any officer hired on or after October 1, 2017 shall be required to remain employed with the Township of Irvington as a Police Officer for a period of no less than five (5) full years. Failure to be employed by the Township upon the completion of the 365th day in the 5th year of employment shall result in the officer being required to return all training fees paid on behalf of the employee. Such fees include, but are not limited to, the academy, workshops and other such trainings, and the officer shall be required to reimburse the Township for all payments made to the officer and/or on the officer's behalf for uniforms and equipment.

Township of Irvington

PBA LOCAL 29

Date

Date