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Ratify International Association of Irvington Workers Collective Bargaining Agreement

WHEREAS, the Township of Irvington and the International Association of Irvington Workers- Local 1 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 International Association of Irvington Workers- Local 1 have mutually agreed to the salaries and other conditions of employment for the period beginning July 1, 2006 and ending June 30, 2010.

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 Contract 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 Contract.

## MEMORANDUM OF AGREEMENT

The Township of Irvington and the Irvington IAIW Negotiation Committees agree to recommend for ratification and approval the following tentative settlement:

1. **Duration**
  - a. July 1, 2006 through June 30, 2010
  
2. **Salary**
  - a. Effective October 1, 2006 2.5% increase to base pay.
  - b. Effective July 1, 2007 2.5% increase to base pay.
  - c. Effective July 1, 2008 2% increase to base pay.
  - d. Effective January 1, 2009 2% increase to base pay.
  - e. Effective July 1, 2009 2% increase to base pay.
  - f. Effective January 1, 2010 2% increase to base pay.
  
3. **Insurance Coverage**
  - a. The Township agrees to continue to provide, at its expense, the health insurance and Delta dental coverage presently in effect for each employee and their dependents in accordance with applicable resolution and ordinances. The Township reserves the right to provide an alternative HMO plan equal to or better than the current Horizon HMO Blue Cross / Blue Shield.
  
  - b. **Prescription co-pays**
    - i. **Health Network of America (HNA) or equivalent:**
      1. Brand name drugs \$20.00
      2. Generic drugs \$10.00
  
    - ii. **Horizon HMO Blue Cross / Blue Shield or equivalent:**
      1. Brand name \$20.00
      2. Generic \$10.00
  
    - iii. **90 day prescription co-pays**
      1. All 90 day prescription medication shall be obtained by mail order. Co-pay for mail order prescriptions shall utilize the same co-pays as defined above.
  
  - c. **Insurance co-pays for office visits**
    - i. **Health Network of America (HNA) or equivalent:**
      1. Co-pay for each office visit \$20.00

ii. **Horizon HMO Blue Cross / Blue Shield** or equivalent:

1. Co-pay for each office visit to primary care physician  
\$20.00

d. **Deductibles**

- i. **Health Network of America (HNA)**, or equivalent:
- ii. Out of network, employee: \$200.00
- iii. Out of network, family: \$400.00

e. **Health care option**

- i. Employees may voluntarily opt out of the Township's health insurance coverage and shall receive payment in the amount of forty percent (40%) of the premium cost for the applicable health insurance coverage that the employee would have received for the calendar year in which the employee chooses to opt out. Employees may return to the Township's health insurance plan the next year following the opt out. Employees may return to the Township's health insurance if their alternative health insurance coverage is lost. Employees returning shall reimburse the Township a prorated amount of the 40% payment received by the employee.

f. **Miscellaneous**

- i. Parties agree to strike and delete footnote on bottom of page 10 of CBA
- ii. Parties agree to strike section 6 of the existing CBA and fully comply with all legal requirements under the FLSA regarding overtime payments
- iii. Parties agree that Township will deduct any back dues that the Union certifies are owed from an employee's final check, provided that the Union indemnifies the Township from any possible legal action associated with such deduction of dues.
- iv. Parties agree to correct typographical errors in the CBA and specifically to change the word "die" to due in the appropriate section of the CBA.
- v. Parties agree that Township will provide boots to animal control officer and CDC officers
- vi. The parties agree that the IAIW shall be split into three separate units with three separate contracts that contain identical terms and conditions of employment. The units shall be separated as follows:
  1. Supervisory employees;

2. White Collar employees; and
3. Blue Collar employees.

vii. **Pay Periods:**

1. The Union agrees to withdraw from the current 27 pay arbitration in exchange for the following:
  - a. Employees shall receive, at their option, five (5) sick days and five (5) vacation days or;
  - b. Employees shall receive ten (10) days on the books, payable upon separation of employment with the Township, except for termination due to a criminal matter;

The Parties agree that to avoid the "27 pay" issue in the future, in any year where there are twenty-seven (27) pay dates, employees will continue to be paid on a bi-weekly basis and expressly agree that their salary during that calendar year shall be divided by twenty-seven (27) instead of twenty-six (26).

D. Hull  
IWIA Union

Wayne Bradley  
Township of Irvington

12/7/2007  
Date

12/7/2007  
Date

THE PARTIES FURTHER AGREE  
TO NEGOTIATE A SIDEBAR  
AGREEMENT TO SETTLE ON A  
FEE CAP FOR THE PRESCRIPTION  
CO PAYS.

DH ~~WB~~