

RESOLUTION NO. 2016 - _____

A RESOLUTION APPROVING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 210, UNIT-2 FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2018.

WHEREAS, the International Brotherhood of Electrical Workers (IBEW), Local 210, Unit-2 affiliated with the American Federation of Labor, as the sole and exclusive representative of certain City of Vineland employees for the purpose of negotiations concerning wages, salaries and other negotiable terms and conditions of employment; and

WHEREAS, the represented employees are those full-time employees classified in Exhibit "B" of the Agreement and pursuant to the Certification Docket No. RO-81-181 by the NJ Public Employment Relations Commission dated March 27, 1981, as follows:

All full-time white collar and blue collar non-professional employees and all professional employees, including Graduate Nurse-Public Health and Public Health Nurse employed by the City of Vineland, but excluding Police, employees of the Vineland Electric Utility currently represented by the I.B.E.W., confidential employees, firemen, part-time employees, managerial executives, and supervisors within the meaning of the Act; and

WHEREAS, negotiations have been undertaken, and an agreement has been reached between the City of Vineland and IBEW, Local 210, Unit-2 with ratification of the attached Memorandum of Agreement (MOA) by the Union on March 23, 2016.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that said MOA is ratified, and a Collective Bargaining Agreement between the parties from January 1, 2014 through December 31, 2018 shall be prepared consistent with the MOA, and the execution thereof for and on behalf of the City of Vineland is hereby authorized and directed; and

BE IT FURTHER RESOLVED, that the City of Vineland may enact any ordinance, rule or regulation required to fully carry out the terms and conditions of the agreement herein approved.

Adopted:

President of Council

ATTEST:

City Clerk

MEMORANDUM OF AGREEMENT

CITY OF VINELAND AND IBEW LOCAL 210 – UNIT 2

This Memorandum of Agreement (MOA) is between the City of Vineland (the City) and the IBEW Unit 2 (Unit 2). This MOA is entered into this ____ day of March, 2016.

The City and Unit 2 have engaged in collective bargaining negotiations regarding a new agreement to replace the current agreement between the parties which expired on December 31, 2013. The City and Unit 2 have reached a tentative agreement as to changes to be included in the new agreement and the purpose of this Memorandum of Agreement is to confirm those understandings, as follows.

1. **Various Articles**

Change “Department Head” to “Department Director”

2. **Article 1 – Recognition**

No change.

3. **Article 2 – Embodiment of Agreement**

No change.

4. **Article 3 – Severability**

No change.

5. **Article 4 - Loyalty, Efficiency, No Discrimination**

Revise Section 2 to read as follows:

§2. The City and the Union shall apply the provisions of this Agreement equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital or civil union status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces or any other classification protected by Federal or State law.

6. **Article 5 – Maintenance of Standards**

No change.

7. **Article 6 – Access**

No change.

8. **Article 7 – Check-Off and Agency Shop**

No change.

9. **Article 8 – Management Rights**

No change.

10. **Article 9 – No Strike or Lockout Pledge**

No change.

11. **Article 10 – Grievance Procedure and Arbitration**

No change.

12. **Article 11 – Conflicting Regulations**

No change.

13. **Article 12 – Job Posting**

No change.

14. **Article 13 - Promotions and Promotional Pay**

No change.

15. **Article 14 – Transfers**

No change.

16. **Article 15 – Temporary Assignments**

No change.

17. **Article 16 – Hours and Working Conditions**

No change.

18. **Article 17 – Fair Labor Standards Act**

No change.

19. **Article 18 – Overtime**

Add sentence to §1:

“If an employee works on the second unscheduled day of the work week, the rate shall be at double time. **This shall not apply to Telecommunicators unless they revert back to the prior five days on, two days off, 40 hour work week.**”

No other changes.

20. **Article 19 – Shift Differential**

No change.

21. **Article 20 – Call in Pay**

Revise physical call-ins as set forth in §1 to four and one-half hours minimum pay to be effective upon the signature date of the collective bargaining agreement.

Revise §3 to increase standby pay by \$0.25 effective January 1, 2016.

No other changes.

22. **Article 21 - Meals**

No change.

23. **Article 22 – Holidays**

§1. No change.

§2. No change.

§3. Holiday pay shall not be paid unless the employee is active on the City payroll on the date of the observed holiday. An employee who uses sick leave immediately before or after an observed holiday shall submit acceptable medical evidence substantiating the use of sick leave to be entitled to holiday pay. Such verification shall not apply to an employee who works on the observed holiday.

§4. Should a designated holiday occur while an employee is on approved vacation leave, said day shall count as a holiday, not vacation leave.

§5. Holidays that occur on a Saturday shall be observed on the preceding Friday, and holidays that occur on a Sunday shall be observed on the following Monday.

24. Article 23 – Personal Leave

No change.

25. Article 24 - Vacations

Revise Article in its entirety to read:

§1. All employees, except Public Safety Telecommunicators, shall be credited with the following vacation leave with pay upon each calendar year for their continuous service with the City:

- a. One working day for each month during the first year of service.
- b. 12 working days after one year and up to six years of service.
- c. 15 working days after six years and up to 13 years of service.
- d. 20 working days after 13 years and up to 19 years of service.
- e. 25 working days after 19 years and up to 27 years of service.
- f. 30 working days after 27 years of service.

§2. Vacation leave shall be taken in the year earned and granted, so far as practicable, at the employee's request. Employees shall submit vacation requests at least 14 working days in advance. Preference for vacation leave shall be given in order of seniority. Employees may carry over five vacation days to the following year. The Business Administrator may approve additional vacation leave to carry over. However, vacation not taken in a given year because of business demands, as determined by the Business Administrator or designee, shall accumulate and be granted during the next succeeding year only.

§3. An employee commencing employment during the first 15 days of the month shall be credited with working a full month for vacation computation. An employee commencing employment after the 15th day of the month shall not be credited with working said month for vacation computation. The balance of the employee's first year of service shall be considered one calendar year of service for vacation computation.

§4. New employees may not use vacation leave until completing 90 days employment with the City. In extraordinary circumstances, the employee may use earned vacation leave prior to completing said 90 days employment upon approval of the Division Head or designee. Should an employee be unable to use vacation leave due to the 90 day provision, said leave may be carried over to the succeeding year.

§5. Vacation pay will be paid to employees terminating employment, except that employees terminated from employment within their first 90 days of employment shall not receive vacation pay. The amount of vacation pay will be proportional to the amount accrued during the year of termination. An employee who terminates during the first 15 days of the month shall not be credited with working said month. An employee who terminates after the 15th day of the month shall be

credited with working said month. In the event of death, vacation pay shall be paid to the employee's beneficiary. An employee's rate of vacation pay shall be based on the employee's regular rate of pay.

26. **Article 25 – Time to Attend Meetings**

No change.

27. **Article 26 – Layoffs**

No change.

28. **Article 27 – Military Leave**

No change.

29. **Article 28 – Leave of Absence**

No change.

30. **Article 29 – Leave of Absence – Union**

No change.

31. **Article 30 – Jury Duty**

No change.

32. **Article 31 – Safety**

No change.

33. **Article 32 – Travel Allowances**

No change.

34. **Article 33 - Uniform Reimbursement and Advanced Training**

§1. Add “professionally recognized” before “uniforms” in first sentence.

Revise §3 to read:

Effective upon signature of this Agreement, each employee working in a non-office environment as specified in this section shall be reimbursed an annual amount not to exceed \$100 in 2014 and \$108 in the following years for safety shoes upon the employee submitting the original paid receipt for said shoes and original safety-toe documentation verifying ASTM-F2412 or ASTM-F2413 compliance. If documentation is not provided by the shoe manufacturer, then compliance verification shall be determined by the employee's supervisor. If OSHA mandates

that the footwear be dielectric, the above reimbursement shall be an additional \$25. Reimbursable footwear must be worn on the job as a condition of employment by employees working in a non-office environment in the following departments:

- a. Department of Municipal Utilities, including Water-Sewer Utility
- b. Police Department (Mechanic only)
- c. Department of Public Works

Revise §7 to read:

For employees required to hold and maintain a Commercial Driver's License (CDL) as a condition of employment, the City shall pay for the CDL application fee and the difference between the CDL and a Basic Automobile Driver's License.

35. **Article 34 - Sick Leave**

Revise §5 to read:

Verification of Sick Leave. An employee who is absent on sick leave for five or more consecutive working days, or totaling more than 10 non-consecutive days in one calendar year, may be required to submit acceptable medical evidence substantiating the medical condition. In cases where a chronic medical condition causes recurring absences of one day or less, one such medical evidence submission shall cover a six month period. Any abuse of sick leave shall be cause for disciplinary action.

- a. In case of leave of absence due to exposure to contagious disease, a certification from a City designated physician or physician acceptable to the City shall be required.
- b. The Business Administrator may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. The Business Administrator may also designate the employee's Department Director to obtain such proof of illness. Abuse of sick leave shall be cause for disciplinary action.
- c. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

36. **Article 35 - Retirement**

No change.

37. **Article 36 - Health Benefits**

New Article on Health Benefit to read as attached.

38. **Article 37 – Bulletin Boards**

No change.

39. **Article 38 – Pay Period**

No change.

40. **Article 39 – Wages**

To be revised as attached.

41. **Article 40 – Funeral Leave**

Revise §2 to read:

To be eligible for funeral leave, the employee must attend a bereavement service. At the discretion of the employee, funeral leave shall be contiguous and consecutive to either the date of death or the date of funeral service, whether the days are working or non-working. Funeral leave requests shall be subject to the approval of the Department Director, and employees shall be required to submit a copy of the relative's funeral announcement or obituary. In addition, an employee may use two sick days to attend a funeral service located over 400 miles from Vineland upon approval of the Department Director, which shall not be unreasonably denied.

42. **Article 41 – Term of Agreement**

January 1, 2014 through December 31, **2018**

43. **New Article: Essential Personnel**

The parties acknowledge and agree that some members of this bargaining unit are essential personnel and, therefore, are expected to report to work and work their regularly schedule work hours even in the event that non-essential personnel are not required to report to work or are not required to work their regularly scheduled work hours for any reason including but not limited to a weather-related event or an unscheduled holiday declared by the Mayor. Therefore, employees of this bargaining unit who are designated as essential personnel shall receive no additional compensation or time off for reporting to work and working their regularly scheduled work hours on a day where non-essential personnel are not required to report to work or do not work their regularly scheduled work hours for any reason including, but not limited to, a weather-related event or an unscheduled holiday declared by the Mayor.

44. **Outstanding Grievances**

The Union agrees to withdraw outstanding grievances related to Christmas Eve and/or weather related issues for compensatory time for years 2013, 2014 and **2015** with prejudice. The City agrees to compensate all employees who did not

receive compensatory time for years 2013 and 2014 with a total of four hours of compensatory time.

45. **Exhibit “A” – Public Safety Telecommunicators**

Revise §4 to read:

Holidays. In lieu of paid holidays off, Telecommunicators shall receive 48 hours pay in the last pay period of June and 56 hours pay in the first pay period of December. Telecommunicators who do not work a full year will have holiday pay prorated based on the number of holidays worked. Holiday pay shall not be paid unless the employee is active on the City payroll on the date of the observed holiday. Holiday time off may be taken in lieu of holiday pay, provided that a request is made writing. The granting of holiday time off is subject to the approval of the Chief of Police or designee, which shall not be unreasonably denied.

46. **Exhibit “B” – Water Repairer Apprenticeship Program**

No change.

47. **New Exhibit “C” – Water Treatment License Incentives**

As attached.

The parties have reached this tentative agreement and understand that such is subject to the ratification by the City Council of the City of Vineland and the bargaining Unit members of IBEW Unit 2. The negotiating committees of the City and Unit 2 agree to recommend these terms and conditions of agreement to their respective bodies for ratification.

City of Vineland

IBEW Local 210 Unit 2

Article 36 – Health Benefits

§1. The City shall provide health insurance to all employees and their eligible dependents subject to any employee contribution or co-pay as required by New Jersey law. The City shall continue to provide a health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees and all other benefits included in the New Jersey State Health Benefits Program (SHBP). Employees will be subject to any co-payment established by the medical coverage selected by the employee. The City retains the unilateral right to select the insurance carrier or to be self-insured for the provision of any health benefits, so long as the overall level of benefits or administrative procedures is substantially equivalent to the plans and coverages provided from time to time under the New Jersey State Health Benefits Plan.

§2. Effective January 1, 2015, §1 shall be eliminated and the City shall provide health insurance to all employees and their eligible dependents subject to any employee contribution or co-pay as required by New Jersey law. Employees may transfer from plan to plan during open enrollment. The benefits are more specifically provided for and explained in a brochure available to employees. Employees will be subject to any co-payment established by the medical coverage selected by the employee. The City retains the unilateral right to select the insurance carrier or to be self-insured for the provision of any health benefits, so long as the overall level of benefits or administrative procedures is substantially equivalent to the plans and coverages provided from time to time under the current plan.

§3. The City shall provide a generic prescription plan for employees and their eligible dependents. A federally approved generic equivalent, if available, will be dispensed for name brand unless an employee’s physician specifically requires name brand. An employee who receives name brand when generic is available shall pay the cost difference between the name brand and generic, except if the attending physician specifies no substitute for name brand. This cost will not be applied to the employee’s deductible. The co-pays are as follows:

| <u>Name brand, including mail order</u> | <u>Generic</u> |
|---|----------------|
| \$25.00 | \$15.00 |

§4. An employee who retires with at least 25 years of creditable service in the New Jersey Public Employees Retirement System shall receive the same prescription coverage as active employees, which may change from time to time, until said employee:

- a. Obtains employment having prescription coverage comparable to active employees. However, retired employees may re-enroll in the City prescription program given to active employees should said employment cease; or

b. Becomes eligible for a federal or state prescription program, such as Medicare.

§5. Employees and their eligible dependents shall receive a basic dental care plan and choose from among a customary Delta 50/50 Dental Plan, Delta-Flagship Health Systems, Inc. or Delta Preferred Provider Option, or their successors.

§6. Employees on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, are responsible for payment of their portion of said health benefit premiums in accordance with the applicable regulations and City Policy.

§7. The City retains the right to select the insurance carrier or to be self-insured for the provision of any health benefits. Any change in insurance provider that is not substantially similar to the level of benefits or administrative procedures currently in place will be subject to negotiation.

§8. The City shall make available a supplemental temporary disability insurance program to employees. This supplemental temporary disability insurance program shall be fully paid for and funded by the employees who choose to participate in the program. The City shall help administer such program, but shall not be under any obligation to fund or maintain the program in any way, in whole or in part. One Union representative shall be selected by the Union Business Manager to attend presentations, requests for proposals and provide input to the City in the selection of the temporary disability insurance carrier. However, the City reserves the unilateral right to select such carrier.

§9. The City offers a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, whereby employees who receives health benefits from an entity other than the City may waive City provided health benefits and receive an incentive as follows:

| | <u>Medical</u> | <u>Prescription</u> |
|----------------------------------|----------------|---------------------|
| Family Coverage Incentive: | \$1,500 | \$1,000 |
| Husband/Wife Coverage Incentive: | \$1,300 | \$650 |
| Parent/Child Coverage Incentive: | \$1,400 | \$650 |
| Single Coverage Incentive: | \$750 | \$400 |

The waiver incentive shall be considered a supplemental pay and subject to a flat tax in accordance with IRS rules. The City's policy to allow employees to waive coverage and the amount of the incentive is not negotiable and is subject to change from time to time. The City also reserves the right to discontinue the waiver payment at any time. In addition, in the event spouses or civil union partners are both employed by the City, health insurance coverages provided herein, including but not limited to the Prescription Plan, shall be afforded to only one designated spouse with the other spouse covered as a family member. Further, eligible children can only be covered by one participating subscriber. No waiver payment shall be paid to any employee whose spouse or civil union partner is also employed by the City and receives his/her health insurance from the City.

Employees who waive coverage under these provisions may immediately resume City provided health benefits if they lose their health benefits with the other entity.

§9. All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefit Reform Law adopted June 28, 2011. Payments shall be made by the way of withholdings from each employee's payroll checks. The City shall establish and adopt a Section 125 Plan so that said contribution would be 'pre-tax'.

ARTICLE 39 – WAGES

§1. Effective January 1, 2014, no wage guides shall be in effect and salary guides shall be replaced with salary ranges for each classification. The ranges and classification shall be attached to this Agreement and are hereby fully incorporated as terms and conditions of this Agreement.

§2. Effective January 1, 2014, employees shall receive a **two (2.0%) percent** increase to the employee's base salary ~~wages~~. ~~This increase shall apply to the employee's base salary only and shall not apply to any overtime received during calendar year 2014.~~

§3. Effective January 1, 2015, employees shall receive a **two (2.0%) percent** increase in their base wages.

§4. Effective January 1, 2016, employees shall receive a **two (2.0%) percent** increase in their base wages.

§5. Effective January 1, 2017, employees shall receive a **two (2.0%) percent** increase in their base wages.

§6. Effective January 1, 2018, employees shall receive a two (2.0%) percent increase in their base wages.

§7. All wage increases shall be retroactive to the dates set forth above and shall be provided to all employees still employed by the City of Vineland as of the ratification of this agreement by both parties and to those employees who have retired from the bargaining unit. No employees who have otherwise left the employ of the City of Vineland shall be entitled to retroactive pay.

§8. Employees hired on or after the ratification of this Agreement shall be assigned a salary for the position within the established minimum and maximum salary established by the City. The assignment of salary for those employees shall be determined by the appointing authority, in consultation with the Business Administrator, Department Director and Personnel Director. In placing new employees, the employee's education, experience and any other relevant factors shall be considered. In no event shall the new employee's salary be more than five percent (5%) higher than the minimum salary. No new employee shall be placed at a salary which is higher than a current member in the same title with comparable education and experience.

EXHIBIT “C”- WATER TREATMENT LICENSE INCENTIVES

The Water-Sewer Utility is required by the State of New Jersey, Department of Environmental Protection (NJDEP) to have a succession plan, regarding licensed operators. Employees who are promoted internally must attend classes on their own time and pass State exams to receive the licenses. The NJDEP licenses are as follows: Water Distribution System (W License) and Public Water Treatment System (T License). Each License has four levels: W-1, W-2, W-3, W-4; T-1, T-2, T-3, T-4.

The following incentives shall be provided to those employees who achieve the following NJDEP licenses. The amount for each level is in addition to the levels below. The increase is in addition to the employee’s hourly rate.

- T-1, W-1 = \$0.25 each
- T-2, W-2 = \$0.50 each
- T-3, W-3 = \$0.75 each
- T-4, W-4 = \$1.00 each

EXAMPLES:

- An employee who holds a T-1 and W-1 license will receive \$0.50 in addition to his hourly rate of pay.
- An employee with sufficient time and experience who opts to bypass the T-1 & W-1 and successfully passes the State exam for the T-2 & T-3 will receive an additional \$1.50 per hour.
- An employee who held a T-2 and W-2 license and successfully passed the State Exam for a T-3 and W-3 will receive an additional \$1.50 per hour.

Compensation for NJDEP T and W licenses shall be retroactive to the date the license is received or January 1, 2014, whichever is later.

All newly hired employees with NJDEP T and W licenses will be compensated additionally to their starting pay according to the contract.

All employees are required to abide by city policy regarding educational courses.