

RESOLUTION NO. 2016 - 189

A RESOLUTION APPROVING AGREEMENT WITH THE  
VINELAND POLICE CAPTAINS ASSOCIATION FROM  
JANUARY 1, 2016 THROUGH DECEMBER 31, 2017.

WHEREAS, the Vineland Police Captains Association is the sole and exclusive representative of certain City of Vineland employees of the Police Department 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 in the following titles pursuant to the Certification Docket No. RO-93-89 by the NJ Public Employment Relations Commission dated December 28, 1993, as follows:

All police captains employed by the City of Vineland excluding all sergeants, lieutenants, patrol officers, managerial executives, confidential employees, craft employees, professional employees and all other employees employed by the City of Vineland; and

WHEREAS, negotiations have been undertaken, and an agreement has been reached between the City of Vineland and the Vineland Police Captains Association with ratification of the attached Memorandum of Agreement (MOA) by the Union on April 27, 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, 2016 through December 31, 2017 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  
VINELAND POLICE CAPTAINS ASSOCIATION**

This Memorandum of Agreement (MOA) is between the City of Vineland (the City) and the Vineland Police Captains Association (VPCA). This MOA is entered into this 14 day of JUNE, 2016.

The City and the VPCA have engaged in collective bargaining negotiations regarding a new agreement to replace the current agreement between the parties which expired on December 31, 2015. The City and the VPCA 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. Article 1 – Recognition

No change.

1. Article 2 – Management Rights

Delete Section 2 referencing 7(K) Exemption and FLSA.

2. Article 3 – Maintenance of Standards

No change.

3. Article 4 – Association Representation and Members

Revise last sentence in §2 to read as follows:

“Any hours not used in a month may accrue to the next month, provided, however, that no more than 24 hours shall accrue at any one time.”

4. Article 5 – Check Off

No change.

5. Article 6 – Bulletin Boards

No change.

6. Article 7 – Non discrimination

§1 - Add “civil union” to list of protected classes.

Delete §5 "Medical records are covered by the Federal Confidentiality Act and can be released pursuant to City Policy."

7. Article 8 – No-Strike Pledge

No change.

8. Article 9 – Wages

See Exhibit "A"

9. Article 10 – Pay Period

Revise §2 to read as follows: "All employees shall be enrolled in a Direct Deposit plan in accordance with the procedures of the Comptroller's Office. Paystubs may be issued on paper or paperless as determined by the Comptroller's Office."

10. Article 11 – Vacations

No change.

11. Article 12 – Holiday Pay

No change.

12. Article 13 – Education and Training Incentives

No change.

13. Article 14 – Travel Allowance

Revise §2 to read as follows:

"Employees shall be reimbursed mile for mile for the use of their personal vehicles while on City business at the prevailing IRS rate. In order to receive reimbursement, employees shall complete and submit the appropriate travel form pursuant to City Policy."

14. Article 15 – Court Time

No change.

15. Article 16 – Sick Leave

Add "Civil Union partner" to §1(a)iii

16. Article 17 – Funeral Leave

Add "Civil Union partner" to §1

17. Article 18 – Personal Leave

No change.

18. Article 19 – Leave of Absence and Military Leave

Revise §2 to read:

Military Leave. Military leave shall be administered in accordance with applicable law. In no event shall the City provide military leave benefits greater than required under applicable law. Specifically, in accordance with N.J.S.A. 38A:4-4, an employee shall be entitled to leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty; provided, however, that the leaves of absence for Federal active duty or active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 work days shall be without pay but without loss of time. Therefore, the City shall pay the difference between City pay and military pay to an employee up to a maximum of 90 working days in a calendar year. Any leave beyond 90 working days in a calendar year shall be without pay from the City.

Revise §3 to read:

Family Leave. Family leave shall be granted in accordance with the New Jersey Family Leave Act (FLA) and the Federal Family and Medical Leave Act (FMLA) and City Policy. Leave pursuant to either the FLA, FMLA or both, shall run concurrently to any leave time that has accrued to an employee.

Eligible employees must provide notice to the Department Director if requesting a leave of absence under these Acts. Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave.

19. Article 20 – Uniform Maintenance Allowance

Increase amount to \$1,300.

20. Article 21 – Overtime

Effective upon the final approval and execution of this Agreement, all employees in this unit shall be considered “exempt” employees under the Fair Labor Standards Act and, therefore, shall not be eligible for overtime compensation or compensatory time. Employees shall be expected to work their normal work week and any additional hours needed to fulfill the employees’ responsibilities including responding to call-ins and performing necessary work during traditional non-working hours. As a result of this designation, the City has included, a onetime adjustment to base pay which is set forth under Article 9 of this Agreement.

21. Article 22 – Retirement

No change.

22. Article 23 – Health Benefits

§1. Delete section.

Renumber and revise the following sections to read:

§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. 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 similar to the plans and coverages provided from time to time under the current plan.

§2. No change.

§3. No change.

§4. No change.

§5. Employees on approved Leave of Absence, shall be responsible for payment of their share of said health benefits in accordance with City Policy.

§6. 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.

§7. 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.

§8. 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'.

#### 23. Article 24 – Grievances

Delete second paragraph of Step 1.

Step 2 – reduce time for response to 15 calendar days.

Revise Step 3 to state as follows:

“If the grievance is not resolved at Step 2, then within five (5) days after Step 2, the VPCA Representative shall take the matter up with the Business Administrator in an endeavor to adjust it amicably. Failure of the Business Administrator to resolve or act upon the grievance within 30 calendar days shall constitute a denial of the grievance.”

Renumber “Step 3” as “Step 4”

#### 24. Article 25 – Extracontractual Agreements

No change.

#### 25. Article 26 – Severability

Add the following:

“Any law enacted affecting the compensation, benefits or any other terms and conditions of employment shall become effective immediately and shall supersede any conflicting provision of this agreement.”

26. Article 27 – Conclusion of Collective Negotiations

No change.

27. Article 28 – Workweek

Employees shall normally work a 40 hour work week with a work week being defined as the seven day period commencing Sunday and ending Saturday. In addition, employees shall work any additional hours necessary for the performance of their duties.

28. Article 29 – Random Drug Testing

No change.

29. Article 30 – Jury Duty

No change.

30. Article 31 – Acting Assignments

No change.

31. Article 32 – Term of Agreement

January 1, 2016 through December 31, 2017.

32. Exhibit A – Wage Schedule

Revise to read:

Wage Schedule 1 - Employees who achieved the rank of Captain prior to June 14, 2016:

Effective January 1, 2016 or upon becoming a VPCA member; whichever is later, existing captains shall receive a onetime pay adjustment of one and one-half (1.5%) percent to their base salary, due to being designated "exempt" employees.

Effective January 1, 2016, employees shall receive a one and seven-tenths (1.7%) percent wage increase to their base salary.

Effective January 1, 2017, employees shall receive a one and seven-tenths (1.7%) percent wage increase to their base salary.

	<u>2016</u>	<u>2017</u>
Rudy Beu	\$131,810	\$134,051
John Lauria	\$131,810	\$134,051
Tom Ulrich	\$130,537	
(Retired 6-1-16)		
Adam Austino	\$124,845	\$126,967
(New to Unit 6-8-16)		

Wage Schedule 2 - Employees who achieve the rank of Captain after June 14, 2016:

	<u>2016</u>	<u>2017</u>
New Captain	\$123,000	\$123,000

In the event a new captain is promoted in 2016, the new captain shall receive the one and seven tenths (1.7%) percent increase to his base salary in 2017.

REMAINDER OF EXHIBIT "A" REGARDING TRAINING AND EDUCATION TO REMAIN THE SAME.


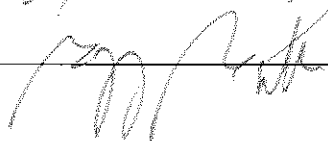
33. New Article - Essential Personnel

The parties acknowledge and agree that 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 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.

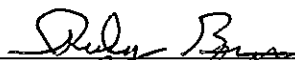


34. No other contract changes.

The parties have reached this tentative agreement and understand that such is subject to the ratification by the City and VPCA. The negotiating committees of the City and VPCA agree to recommend these terms and conditions of agreement to their respective bodies for ratification.

City of Vineland

  
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VPCA

  
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