

RESOLUTION NO. 2017 - 461

A RESOLUTION APPROVING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 210, UNIT-1 FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2020.

WHEREAS, the International Brotherhood of Electrical Workers (IBEW), Local 210, Unit-1 is the sole and exclusive representative of certain City of Vineland employees of the Electric Utility 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 A" of the Agreement and pursuant to the Certification Docket No. RO-250 and RO-251 by the NJ Public Employment Relations Commission dated May 25, 1971, as follows:

All blue-collar employees employed by the City of Vineland in the Electric Utility Distribution Division, Overhead Lines and Tree Trimming and Utility Generating System, but excluding officer clerical, craft and professional employees, policemen, Managerial executives, supervisors within the meaning of the Act and all other employees; and

WHEREAS, negotiations have been undertaken, and an agreement has been reached between the City of Vineland and IBEW, Local 210, Unit-1 with ratification of the attached Memorandum of Agreement (MOA) by the Union on October 30, 2017.

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, 2017 through December 31, 2020 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 1

This Memorandum of Agreement (MOA) is between the City of Vineland (the City) and the IBEW Unit 1 (Unit 1). This MOA is entered into this 26TH day of OCTOBER, 2017.

The City and Unit 1 have engaged in collective bargaining negotiations regarding a new agreement to replace the current agreement between the parties which expired on December 31, 2016. The City and Unit 1 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. Sidebar Book

The parties agree to each review the sidebar book to see what is still relevant. Each side will conduct an independent review and then the two sides shall meet to confer.

2. Preamble

Revise date.

3. Article 1 - Scope

No change.

4. Article 2 - Embodiment of Agreement

No change.

5. Article 3 - Severability

No change.

6. Article 4 - Loyalty, Efficiency, No Discrimination

Add civil union status to §2.

7. Article 5 - Bargaining and Representation

No change.

8. Article 6 - Access

No change.

9. Article 7 - Check-Off and Agency Shop

No change.

10. Article 8 - Management Rights

No change.

11. Article 9 - No Strikes or Lockouts

No change.

12. Article 10 - Grievances

No change.

13. Article 11 – Seniority and Service

§2 - Eliminate subsection g.

No other changes.

14. Article 12 - Job Bidding

§1 revise to read “shall be posted on the bulletin board for a period of at least six working days.”

15. Article 13 - Promotions, Demotions

No change.

16. Article 14 - Transfers

No change.

17. Article 15 - Apprenticeship and Training

Revise §7 to require a minimum grade of 3.0 “B”

18. Article 16 - Probationary Employees

No change.

19. Article 17 - Temporary Assignments

No change.

20. Article 18 - Hours and Working Conditions

No change.

21. Article 19 -- Stormy Weather

No change.

22. Article 20 -- Overtime

Add new section after §1:

In lieu of cash, an employee may elect to have compensatory time for any overtime earned up to a maximum of 40 hours per year which shall not be "re-fillable." Once an employee has earned 40 hours of compensatory time in a year, the employee shall no longer be eligible to earn any more until the following year, even if the employee uses the time so that the number of hours accrued is less than 40. Compensatory time can only be earned for the months January through November. Overtime shall be paid in cash for the month of December. The City, at its discretion, may pay cash in December of each year for any compensatory time an employee has. Submission of a request to use compensatory time shall be done in the same manner in which a vacation request is submitted. Compensatory time shall be granted at the request of the employee unless it unduly disrupts the operations of the Utility.

Renumber remaining sections.

23. Article 21 -- Shift Differential

Delete old amounts. Clean up effective date.

24. Article 22 -- Call-In Pay

No change.

25. Article 23 -- Meals

Delete old amounts. Clean up effective date.

26. Article 24 - Holidays

Revise Article in its entirety as follows:

§1. Employees shall receive the following paid holidays off at straight time:

New Years Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

§2. No change.

§3. 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.

§4. No change.

§5. An employee who uses sick leave immediately before or after the day a holiday is observed 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. An employee on an unpaid leave of absence will not receive holiday pay unless the leave is covered by the Family Medical Leave Act or the New Jersey Family Leave Act. A disciplinary suspension shall not be considered an unpaid leave of absence.

§6. No change.

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

Eliminate current §7 from Agreement regarding "Mayor declared holiday".

27. Article 25 - Personal Leave

No change.

28. Article 26 - Vacations

Delete §12 regarding advanced vacation pay.

No other changes.

29. Article 27 - Work Leaders

No change.

30. Article 28 - Supervisors

No change.

31. Article 29 - Time to Attend Meetings

No change.

32. Article 30 - Physical Disability

No change.

33. Article 31 - Injury on the Job/Injury Leave

No change.

34. Article 32 - Layoffs

No change.

35. Article 33 – Military Leave

No change.

36. Article 34 - Leave of Absence

Revise §2 to read:

Family Leave is governed by the Federal Family and Medical Leave Act of 1993 (FMLA) and the NJ Family Leave Act (FLA). Under both acts, Family Leave shall run concurrently to any leave with pay that has accrued to an employee or to any leave without pay. Family Leave shall continue to run in a manner as prescribed by law after the employee has exhausted all benefit time.

37. Article 35 - Leave of Absence - Union

No change.

38. Article 36 - Jury Duty

No change.

39. Article 37 - Safety

No change.

40. Article 38 - Transportation

No change.

41. Article 39 - Uniforms and Safety Equipment

Revise §4 to read:

Effective upon signature of this Agreement, employees shall be reimbursed an annual amount not to exceed \$120 for safety shoes upon the employee submitting the original paid receipt and original documentation for said shoes complying with the standards listed for the following groups:

- All titles except Meter Reader: Safety-toe shoes complying with ASTM-F2412 or ASTM-F2413.
- Meter Reader: Slip-resistant shoes. Sneakers and running shoes shall not qualify as slip-resistant.

If documentation is not provided by the shoe manufacturer, then compliance shall be determined by the employee's supervisor. Reimbursable footwear must be worn on the job as a condition of employment. If OSHA mandates that footwear be dielectric, the above reimbursements shall be an additional \$25. If OSHA mandates that footwear be electrical hazard rated, the City shall provide rubber insulated overshoes.

§5 - Add that City shall pay for any endorsements that are required (tanker, hazmat, etc.)

42. Article 40 - Assistance in Emergencies

No change.

43. Article 41 - Sick Leave

§4. Reduce verification from 12 days to 10 days.

44. Article 42 - Payment for Accrued Sick Leave at Retirement

No change.

45. Article 43 - Health Benefits

Revise article in its entirety as follows:

§1. No change.

§2. Add the following: Effective January 1, 2018, the City shall provide, as the base plan, the State Health Benefits Plan, New Jersey Horizon Direct 15/25 Plan or Aetna Freedom 15/25 Plan. In the event the employee chooses a plan with a higher premium, the employee shall pay the difference in the premium between the NJ Direct 15/25 or Freedom 15/25 Plan and the plan selected. No reimbursement or compensation will be paid in the event an employee chooses a plan with a lower premium than the NJ Direct 15/25 or Freedom 15/25 Plan

§3. The City shall provide a generic prescription plan including insulin/syringes 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:

Name brand, including mail order: \$25.00

Generic, including mail order: \$15.00

§4. No change.

§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. The City also provides a disability benefit plan, retirement plan and life insurance plan, which benefits are provided for between the City and the Union.

§7. The City also provides, at no cost to the employees, temporary disability insurance with the same benefits as provided by the State program. No benefits payable hereunder shall be retained by any employee in a weekly amount which, together with the remuneration he/she continues to receive from the City, would exceed his/her regular weekly wages immediately prior to disability.

Effective January 1, 2018, this section 7 shall be deleted and the benefit eliminated.

- §8. 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.
- §9. 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 equivalent to the level of benefits or administrative procedures currently in place will be subject to negotiation.
- §10. 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.

- §11. 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'. Specifically, employees shall contribute a percentage of the premium as follows:

Salary Range	Single	Member/Spouse/Partner & Parent/Child	Family
Less than 20,000	4.50%	3.50%	3.00%
20,000-24,999.99	5.50%	3.50%	3.00%
25,000-29,999.99	7.50%	4.50%	4.00%
30,000-34,999.99	10.00%	6.00%	5.00%
35,000-39,999.99	11.00%	7.00%	6.00%
40,000-44,999.99	12.00%	8.00%	7.00%

45,000-49,999.99	14.00%	10.00%	9.00%
50,000-54,999.99	20.00%	15.00%	12.00%
55,000-59,999.99	23.00%	17.00%	14.00%
60,000-64,999.99	27.00%	21.00%	17.00%
65,000-69,999.99	29.00%	23.00%	19.00%
70,000-74,999.99	32.00%	26.00%	22.00%
75,000-79,999.99	33.00%	27.00%	23.00%
80,000-84,999.99	34.00%	28.00%	24.00%
85,000-89,999.99	34.00%	30.00%	26.00%
90,000-94,999.99	34.00%	30.00%	28.00%
95,000-99,999.99	35.00%	30.00%	29.00%
100,000-109,999.99	35.00%	35.00%	32.00%
110,000 and over	35.00%	35.00%	35.00%

46. Article 44 - Bulletin Boards

No change.

47. Article 45 - Pay Period

Revise §2 to read:

All employees shall be enrolled in a Direct Deposit plan in accordance with procedures of the Chief Financial Officer's Office (or the City's Department of Finance). Paystubs may be issued on paper or paperless as determined by the City. The City will provide kiosks for employees so that they may log onto the employee portal to access their direct deposit statements. In addition, a printer shall be set up at each kiosk so that the employee can print the direct deposit statement. Employees shall be permitted to access and print direct deposit statements while on work time provided doing so does not interfere with an employee's performance of work. However, no compensation will be provided should an employee use the kiosk or access his/her direct deposit statement outside or beyond his/her work day. The employee portal is also accessible through the internet.

Union agrees to withdraw pending arbitration and unfair practice charge regarding paperless pay issue.

48. Article 46 - Subcontracting

No change.

49. Article 47 - Funeral Leave

Add civil union partner.

50. Article 48 – Wages, Exhibit “A”

Wages to be increased as follows:

2017: 2.25%
2018: 2.25%
2019: 2.25%
2020: 2.25%

Add dates for first day of pay week for each year.

2017: January 1, 2017
2018: December 31, 2017
2019: December 30, 2018
2020: December 29, 2019

Remainder of article shall remain unchanged except to change retroactivity reference from January 1, 2013 to January 1, 2017.

51. Article 49 - Supplements

No change.

52. Article 50 – Term of Agreement

Four years.

53. New Article - Essential Personnel

Create new article to read:

Employees covered by this Agreement are essential personnel and, therefore, are expected to report to work and work their regularly scheduled 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.

* Withdraw any related pending grievances. Employees active at the time of ratification of the Agreement shall receive four (4) hours of compensatory time.

54. Exhibit “A” – Wage Schedule

Remove 6 Month Step for Supervising Lineworker, Meter Worker Supervisor and Tree Maintenance Supervisor in Distribution Division.

Remove 6 Month Step for Work Leader, Work Leader-Turbines, Work Leader-Boilers and Work Leader-Maintenance in Generation Division.

Updated in accordance with agreed upon wages.

Update titles in accordance with Civil Service if necessary.

55. Appendix "A" - Lineman Apprenticeship Program

No change.

56. Appendix "B" - Distribution Division Electric Mechanic and Meter Group Apprenticeship Programs

Revise as attached.

57. Appendix "C" - Modification to the 15KV Class I and I Rules

V. Remove 6 Month Step for Work Leader-Line Dept.

58. Appendix "D" - Transformer and Electromobile Equipment Maintainer Apprenticeship Program

No change.

59. Appendix "E" - Tree Crew

Remove 6 Month Step for Tree Maintenance Supervisor and update title.

60. Appendix "F" - Vendor Training Program

No change.

61. Appendix "G" - Repairer, E.U. and Instrument Repairer, E.U. Apprenticeship Program

No change.

62. Appendix "H" - Operator/Maintenance Cross Training

No change.

63. Appendix "I" - Senior Lineworker (Troubleshooter)

No change.

64. Appendix "J" - Boiler Operator, Stationary Engineer License Pay Discontinuance

No change.

65. No other changes.

Signatures appearing on next page.

Appendix "B"

Distribution Division Electric Mechanic and Meter Group Apprenticeship Programs

A. Lines of Progression

1. The normal line of progression for the Electric Mechanic Group shall be as follows:
 - a. Electric Mechanic Helper
 - b. Electrician Trainee
 - c. Senior Electrician
 - d. Work Leader - Electric Mechanic

2. The normal line of progression for the Meter Group shall be as follows:
 - a. Electric Meter Worker
 - b. Electric Meter Repairer
 - c. Electric Meter Technician
 - d. Work Leader - Electrical Metering and Relay Mechanic

B. Initiation of Apprenticeship Program

The Apprenticeship Program will be initiated at the discretion of Management by Job Posting Procedure. Once an applicant is selected, the candidate will be expected to progress through the apprenticeship program to the journeyman level. There will be no room for stagnation of an apprentice in the program. If an apprentice is unable to progress to the next level of the program, then the apprentice will be removed from the program and returned to his/her former classification.

C. Apprenticeship Training

The apprenticeship training will consist of approved training modules similar to NUS and Tampa Electric programs presently in use and will be supplemented by specific vendor training as determined by Management. The inclusion of additional training modules, or changes in the sequence of the training modules, to enhance the effectiveness of these programs shall be made by mutual agreement between Management and the Union. An Electrician Trainee shall progress to Sr. Electrician by successful completion of a five year program. An Electric Meter Repairer shall progress to Electric Meter Technician by successful completion of a four year program.

D. General Requirements

1. The City shall post job openings for the purpose of selecting qualified candidates and initiating the apprenticeship program.
2. Candidates selected from outside of the Distribution Division may be required to complete remedial training before being admitted into the apprenticeship program.
3. Before being promoted to a higher position, the apprentice shall acquire the skills necessary to meet the requirements of the position. This shall be accomplished by a formal training and evaluation program agreed to by the City and Union.
4. Apprentices will be trained to work in the Electrician Group or the Meter Group and will be expected to perform work as certified at each level of their training.
5. Once an apprenticeship is initiated, the employee shall be expected to complete the apprenticeship in its entirety and in a timely fashion.

6. There is no provision in the apprenticeship programs for stagnation. If an employee does not desire to continue through completion, or is unable to continue (except in the case of sickness or injury), or is removed from the program due to poor performance, the apprenticeship shall end and the employee shall revert back to his/her previously obtained status.
7. If an employee is removed from an apprenticeship program for reasons other than sickness or injury, the employee's re-entry into the program shall be at the sole discretion of management.

E. Specialization

1. The apprenticeship programs shall endeavor to afford employees the opportunity to acquire the necessary skills to successfully perform the duties of the new position. However, it shall be recognized by the City and the Union that additional specialized training may be required to meet operational needs and that the determination of need and content of such training shall be at the discretion of management.
2. Employees who receive such specialized training shall be expected to train other employees as required.

F. Evaluations

1. Quarterly meetings will be held between representatives of Unit No. 1 and the City to evaluate the progress of the apprentice. The apprentice shall receive a progress report detailing his/her progress with a recommendation for advancement to his/her next step or detainment in his/her present step.
2. An employee who is determined to be unqualified shall be removed from the apprenticeship program. The employee shall have the right to grieve such removal. Another candidate shall be selected from the prior posting if removal of candidate is within one year of original posting. Otherwise, the apprenticeship program shall be re-posted.
3. The apprenticeship program may be extended due to illness or injury.

G. Chart

Exhibit "A"

Electric Mechanic Group:	1 Year	1 Year	1 Year	1 Year	1 Year	Final
Work Leader - Electric Mechanic						X
Senior Electrician						X
Electrician Trainee	X	X	X	X	X	
Electric Mechanic Helper					X	X

Meter Group:	1 Year	1 Year	1 Year	1 Year	Final
Work Leader - Electrical Metering and Relay Mechanic					X
Electric Meter Technician					X
Electric Meter Repairer	X	X	X	X	
Electric Meter Worker			X	X	X