

RESOLUTION NO. 2017 - _____

A RESOLUTION APPROVING AGREEMENT WITH THE
VINELAND POLICE CAPTAINS ASSOCIATION FROM
JANUARY 1, 2018 THROUGH DECEMBER 31, 2019.

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 December 20, 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, 2018 through December 31, 2019 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

Between

**City of Vineland, a Municipal Corporation of the State of New Jersey
(herein referred to as the "City")**

&

**The Vineland Police Captains Association
(herein referred to as the "Association")**

On this day, December 20, 2017, the parties hereby agree to the following terms and conditions of employment for a new labor agreement "Agreement" for the period January 1, 2018 through December 31, 2019.

This Memorandum of Agreement is subject to ratification by the Association and final approval by the Governing Body of the City. The negotiating committees unanimously agree to recommend such ratification and approval to the membership and the Governing Body.

This Agreement amends the agreement between the City and the Association which expires on January 1, 2018. The terms and conditions of employment set forth in the Agreement between the parties covering the period January 1, 2016 through December 31, 2017 are changed only to the extent indicated herein, and those terms and conditions of employment set forth in this Memorandum of Agreement shall be effective upon date of ratification and approval unless otherwise specified.

Article 4 - Association Representatives and Members

Revise §2 to read:

The VPCA shall be provided with a total of 36 hours leave with pay annually to conduct VPCA business or attend VPCA related seminars as approved by the Chief of Police, which approval shall not be unreasonably denied. The 36 total leave hours may be distributed amongst VPCA members, but only one VPCA member may use such leave at any given time. Any hours not used during the calendar year shall be forfeited and shall not carry over to the following year.

Article 12 - Holiday Pay

Revise article to read:

§1. Effective upon execution of this Agreement, the employees shall receive the following paid holidays off at straight time:

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

§2. A paid holiday shall begin at 0000 (midnight) of the official observed day, which may be the actual holiday or the weekday closest to any holiday falling on a weekend.

§3. Employees works for any reason on a paid holiday shall not receive any additional compensation.

§4. Paid holidays that are observed while an employee is on vacation leave shall not be counted as a vacation leave.

Article 11 - Vacations

Revise §6 to read:

All vacation requests shall be made upon five days prior written request of the employee to the Chief of Police or designee. Said request shall be granted at the discretion of the Chief of Police or designee, so long as the employee's absence will not interfere with the proper conduct of the Police Department. The five day requirement may be waived by the Chief of Police or designee. However, the employee shall provide as much written notice as possible. Scheduled vacation can be rescheduled by the employee provided there is no conflict with another superior officers scheduled vacation or demands of the Department.

Article 15 - Court Time

Delete article due to salaried status of employees.

Replace with "This benefit has been eliminated through negotiations."

Article 16 - Sick Leave

§1(a). Add the following:

- v. In an emergency situation, where an employee is faced with an issue of unanticipated childcare, the employee may utilize sick leave to provide childcare. In the event that an employee uses sick time for this purpose, the City has the right to require proof from the employee that the time was utilized due to an emergent situation relating to unanticipated childcare. If the employee cannot provide proof, the employee shall not receive compensation for any time taken due to the childcare issue.

§1(b). Revise 365 days to eight months.

Revise §5 as follows:

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50% up to \$15,000 for employees with 25 or more years of service with the City.
50% up to \$12,000 for employees with less than 25 years of service with the City.

Article 18 - Personal Leave

Revise §1 to read:

Each employee shall receive 32 personal leave hours annually to be granted upon five days prior written request of the employee to the Chief of Police or designee with a copy to the immediate supervisor. Said request shall be granted at the discretion of the Chief of Police or designee, so long as the employee's absence will not interfere with the proper conduct of the Department. The five day requirement may be waived by the Chief of Police or designee. However, the employee shall provide as much notice as possible in accordance with the procedure outlined above. Personal leave shall not accumulate from year to year, nor shall it be paid out to employees upon separation of employment.

Revise last sentence of §3 to read:

Employees may use personal leave on an hour for hour basis at the discretion of the Chief of Police.

Article 20 – Uniform Maintenance Allowance

Add sentence at the end of §1:

If an employee separates from employment prior to December and is owed an allowance, the City may pay the employee prior to December.

Article 21 - Overtime

Revise Article to read:

All employees in this unit shall be considered "exempt" employees under the Fair Labor Standards Act and, therefore, shall not 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 made a onetime adjustment to base pay for employees in this unit.

Article 22 - Retirement

Revise §3 as follows:

50% up to \$15,000 for employees with 25 or more years of service with the City.
50% up to \$12,000 for employees with less than 25 years of service with the City.

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Article 23 - Health Benefits

Add new section after Section 1:

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 reimbursements 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. 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.


Revise §8 to read:

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:

<u>Salary Range</u>	<u>SINGLE</u>	<u>M/S & P/C</u>	<u>FAMILY</u>
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%

Add new §9 to read as follows:

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:

12-20-17


	<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.

Add new §10 to read as follows:

If the medical and prescription drug combined plan's premiums exceed the threshold of the Patient Protection and Affordable Care Act ("PPACA") Cadillac Tax (as implemented) the parties must agree upon a new plan that will not require an excise tax payment pursuant to the PPACA Cadillac Tax within 30 days of notification being given to the VPCA. Otherwise, the City will charge back to the employee the dollar value of the excise tax incurred to the City through payroll deductions, and the employee shall pay such tax.

Article 24 - Grievances

Revise Step 4 to read:

Step 4: If the grievance is not resolved at Step 3, the VPCA or City may refer the matter to arbitration as stated below, provided that written notice is given to the other party within 30 days of the Step 3 answer. If 30 days written notice is not given, then the grievance answer shall be considered as accepted between the parties, and arbitration shall not be available as a remedy.

Only the VPCA or City may submit a grievance to arbitration. Either party may request PERC to resolve the grievance through arbitration, and request that a list of arbitrators be furnished to the VPCA and City. If the parties cannot arrive at a mutually satisfactory arbitrator within 30 working days after receipt of the list, PERC shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and applicable CSC rules and regulations, and render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and VPCA. Any VPCA representative or employee required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose, and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

The arbitrator shall be limited to the interpretation and application of the terms of this Agreement and to the issues regarding the same submitted to him/her and consider no other issue. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party thereto a limitation or obligation not provided in this Agreement. Arbitration shall not be obtainable as a matter of right if the grievance would require an arbitrator to consider, rule on or decide on:

- a. an alleged violation of any agreement other than the present Agreement between the parties.
- b. the appropriate hourly, salary or incentive rate set forth in this Agreement that an employee is paid or the method in which it is determined.
- c. the elements of a job assignment.
- d. the level, title or other designation of an employee's job classification.
- e. Management's right to assign or reassign work.
- f. Management's right to determine and assign shift hours, except as limited by this Agreement.
- g. the establishment or administration of insurance, pension, savings or other benefit plans in which employees are eligible to participate.
- h. discipline or discharge of employees.
- i. violations of State laws and regulations.
- j. the meaning, application or interpretation of Police Department rules and regulations.

Article 26 - Severability

Revise §1 to read:

In the event that any provision of this Agreement shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall continue in full force and effect. In the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within 30 days of written notice by either party to the other to negotiate the modification or revision of such provision.

Article 28 - Workweek

Add to §1:

Normal scheduled work hours shall be Monday through Friday with any additional hours needed to fulfill the employees' responsibilities including responding to call-ins and performing necessary work during traditional non-working hours.

Article 31 - Acting Assignments

Revise article to read:

The senior ranking on-duty captain assigned by the Chief of Police to act in the absence of the Chief of Police shall be paid \$55 per day for time in that position, provided that a minimum of four hours is worked in the acting position.

Article 33 - Term of Agreement

Two years.

Exhibit "A" - Wage Schedule

Revise Exhibit in its entirety to read:

Effective January 1, 2018, employees shall receive the annual salaries as follows:

Name	2018	2019
Adam Austino	\$135,467	\$135,467
Matthew Finley	\$132,500	\$132,500
New Captain	\$126,500	\$126,500

College Credit Benefit for Existing Captains

Effective January 1, 2018, the college credit benefit for existing captains shall be eliminated, and no additional pay shall be provided to existing captains for the attainment of college credits or educational degrees. Existing captains shall be considered as those employees who have achieved the rank of captain prior to January 1, 2018.

College Credit Benefit for New Captains

Effective January 1, 2018 through December 28, 2019, new captains shall have their college credit benefit rolled into their base salary. To determine the roll-in amount, a new captain who is between steps on the following guide shall be placed on the next higher step, except for steps 23 and 24.

1. 0-19 credits	Salary	13. 75 credits	+ \$937.50
2. 20 credits	+ \$250.00	14. 80 credits	+ \$1,000.00
3. 25 credits	+ \$312.50	15. 85 credits	+ \$1,062.50
4. 30 credits	+ \$375.00	16. 90 credits	+ \$1,125.00
5. 35 credits	+ \$437.50	17. 95 credits	+ \$1,187.50
6. 40 credits	+ \$500.00	18. 100 credits	+ \$1,250.00
7. 45 credits	+ \$562.50	19. 105 credits	+ \$1,312.50
8. 50 credits	+ \$625.00	20. 110 credits	+ \$1,375.00
9. 55 credits	+ \$687.50	21. 115 credits	+ \$1,437.50
10. 60 credits	+ \$750.00	22. 120 credits	+ \$1,500.00
11. 65 credits	+ \$812.50	23. bachelors	+ \$2,000.00
12. 70 credits	+ \$875.00	24. masters	+ \$2,500.00

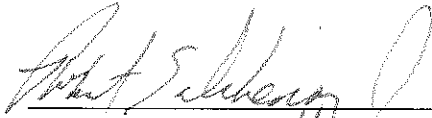
For example, a new captain with a bachelors degree shall have an annual salary of \$128,500. Upon such roll-in, the college credit benefit for new captains shall be eliminated, and no additional pay shall be provided to new captains for the attainment of college credits or educational degrees. New captains shall be considered as those employees who achieve the rank of captain between January 1, 2018 and December 28, 2019.

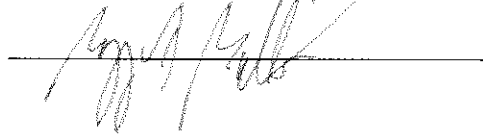
College Credit Benefit for Future Captains

Effective December 29, 2019, the college credit benefit and college credit roll-in shall be eliminated, and no additional pay shall be provided to future captains for the attainment of college credits or educational degrees. For example, a future captain with a bachelors degree shall have an annual salary of \$126,500. Future captains shall be considered as those employees who achieve the rank of captain after December 28, 2019.


In witness whereof, the parties hereto reached a tentative agreement subject to ratification by the City and the Vineland Police Captains Association to be signed by their respective representatives the day and year first above written.

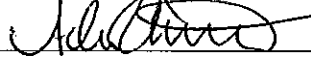
City of Vineland Negotiating Committee:





VPCA Negotiating Committee:





December 20, 2017

VPCA Negotiations

College Credits Eliminated for Existing Captains Effective January 1, 2018.

Name	Hired	VPCA	2017	2018	2018	2019	2019
Adam Austino	05-01	06-16	\$128,967	135,467	5.04%	135,467	0.00%
Matt Finley	08-93	01-17	\$125,500	132,500	5.58%	132,500	0.00%
New Captain			\$123,000	126,500	2.85%	126,500	0.00%

Unit Cost: \$377,467 \$394,467 \$394,467
New Unit Money: \$17,000 \$0

Averages: 4.49% 0.00%

2.24%

New Individual Money: Austino: \$6,500
Finley: \$7,000
New: \$3,500 Plus College Credit Roll-In Until 12/29/19
Total: \$17,000