

RESOLUTION NO. 2018 - 170

A RESOLUTION APPROVING A SUPPLEMENT TO THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 210, UNIT-2 COLLECTIVE BARGAINING AGREEMENT.

WHEREAS, the International Brotherhood of Electrical Workers (IBEW), Local 210, Unit-2 is 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 City wishes to implement a new court schedule for the municipal court in order to better serve the public; and

WHEREAS, the City and IBEW, Local 210, Unit-2 have discussed the implementation of the new municipal court schedule and its impact on the employees covered by the Unit-2 collective bargaining agreement and have come to an agreement regarding same; and

WHEREAS, the attached agreement would supplement the IBEW, Local 210, Unit-2 collective bargaining agreement.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that the attached agreement hereby supplements the Collective Bargaining Agreement between the City of Vineland and the IBEW, Local 210, Unit-2 from January 1, 2014 through December 31, 2018, and the execution of the attached agreement 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 UNION 210, UNIT 2



WHEREAS, the City of Vineland (hereinafter "City") and the IBEW Local Union 210, Unit 2 (hereinafter "Union") are parties to a collective negotiations agreement (hereinafter "the CNA") covering the period January 1, 2014 through December 31, 2018; and

WHEREAS, the CNA covers employees employed in the municipal court; and

WHEREAS, the City wishes to implement a new court schedule for municipal court in order to better serve the public; and

WHEREAS, the City and the Union have discussed the implementation of the new court schedule and its impact on the employees covered by the CNA and have come to an agreement regarding same; and

WHEREAS, the City and the Union wish to memorialize that agreement.

NOW THEREFORE, the City and the Union, intending to be bound by the terms set forth herein, until otherwise negotiated, agree as follows:

1. Effective April 9, 2018, the employees in the municipal court shall regularly work 37.5 hours per week with 7.5 hours on Monday, Tuesday and Thursday as is their present schedule. On Wednesdays, employees shall regularly work 10 hours with three (3) of those hours being evening hours. The Wednesday hours shall be 8:30 a.m. until 8:00 p.m. During that period a one (1) hour lunch break will be provided and a half (1/2) hour dinner/snack break will be provided. On Fridays, employees shall regularly work 5 hours from 8:00 a.m. until 1:00 p.m.
2. Employees shall receive their regular rate of pay, not overtime, for working their regularly scheduled hours as set forth in paragraph 1. Overtime shall be paid at the regular hourly rate of pay multiplied by one and one-half (1 ½) for all hours worked beyond the employee's regularly scheduled hours.
3. Leave time (vacation, personal, sick, etc.) shall be deducted on an hour for hour basis. For example, if an employee takes a sick day on a Wednesday, he or she shall be charged 10 hours of sick leave. If the employee takes a sick day on a Friday, he or she shall be charged 5 hours of sick leave.
4. For calendar year 2018, provided they work their normal schedule (or take appropriate leave time) court employees shall receive their regular 37.5 hours of compensation for the

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week of the Fourth of July and the week of Thanksgiving. The parties shall discuss and negotiate how holiday pay will be handled for subsequent years.

5. The parties recognize that the current CNA will expire on December 31, 2018 and agree that all negotiable terms of this Agreement shall be incorporated with and subject to collective negotiations for the successor CNA between the City and Union. In the event the parties are unable to agree upon terms of a new CNA prior to December 31, 2018, the parties agree that the terms of this Agreement will remain status quo until altered through negotiations. The parties agree to make a good faith effort to come to an agreement prior to December 31, 2018.
6. The parties understand and acknowledge that this agreement is made without prejudice to any position either party may have raised, or could raise in the future, and shall not be considered precedent setting.

CITY OF VINELAND

IBEW LOCAL 210, UNIT 2

Rachelle M. D'Ippolito
By: Rachelle M. D'Ippolito

Sharon Scurlock
By: Sharon Scurlock

Date: April 12, 2018

Date: April 12, 2018