

RESOLUTION NO. 2018 - 183

A RESOLUTION APPROVING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 210, UNIT-3 FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2021.

WHEREAS, the International Brotherhood of Electrical Workers (IBEW) Local 210, Unit-3, affiliated with the American Federation of Labor, 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 represented employees are those full-time employees classified in Exhibit "A" of the Agreement and pursuant to the Certification Docket No. RO-82-34 by the NJ Public Employment Relations Commission dated November 17, 1981, as follows:

All full-time supervisory employees employed by the City of Vineland, but excluding non-supervisory employees, police, confidential employees, managerial executives, and craft employees; and

WHEREAS, negotiations have been undertaken, and an agreement has been reached between the City of Vineland and IBEW, Local 210, Unit-3 with ratification of the attached Memorandum of Agreement (MOA) by the Union on April 20, 2018.

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, 2021 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 3**

This Memorandum of Agreement (MOA) is between the City of Vineland (the City) and the IBEW Unit 3 (Unit 3). This MOA is entered into this 17 day of April, 2018.

The City and Unit 3 have engaged in collective bargaining negotiations regarding a new agreement to replace the current agreement between the parties which expired on December 31, 2017. The City and Unit 3 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. **Preamble**

Revise date - No other changes.

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**

No change.

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 – Promotions and Promotional Pay**

No change.

14. **Article 13 – Hours and Working Conditions**

No change.

15. **Article 14 – Overtime**

Section 1 - Add "holiday leave" fourth sentence so it reads "Personal leave, sick leave, vacation leave, compensatory time, holiday leave and other paid leave shall not count as "hours actually worked" for the purposes of calculating overtime." Also, add the following, "In addition, any hours actually worked or paid to an employee for a "call in", as it is defined under Article 16, shall not count as hours worked for the purposes of calculating an employee's entitlement to overtime or double time.

16. **Article 15 – Shift Differential**

No change.

17. **Article 16 – Call-in Pay**

Revise first paragraph to reflect minimum pay of five (5) hours.

18. **Article 17 – Meals**

No change.

19. **Article 18 – Holidays**

No change.



20. Article 19 - Personal Leave

Memorialize current practice:

Add sentence to the beginning of §2:

Personal leave shall not accumulate from year to year, nor shall it be paid out to employees upon separation of employment.

Delete first sentence in §3.

21. Article 20 - Vacations

No change.

22. Article 21 - Time to Attend Meetings

No change.

23. Article 22 - Layoffs

No change.

24. Article 23 - Military Leave

No change.

25. Article 24 - Funeral Leave

No change.

26. Article 25 - Leave of Absence

Add to memorialize current practice/policy: 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 prescribed by law after the employee has exhausted all benefit time.

27. Article 26 - Leave of Absence - Union

No change.

28. Article 27 - Jury Duty

Revise opening paragraph to read "An employee who loses time from work because of jury duty, as certified by the Clerk of the Court shall be paid the difference between his/her job rate and the daily jury fee, by the City his/her normal daily wage, subject to the following conditions:"

29. Article 28 – Travel Allowances

No change.

30. Article 29 – Education and Training Incentives

The City agrees to implement the Water Treatment License Incentive that appears in the Unit 2 Agreement. (This shall be added as Exhibit "B" – Water Treatment License Incentives).

No other changes.

31. Article 30 – Uniforms and Safety Equipment

Upon ratification and approval of both parties, safety shoe allowance set forth in §4 shall be increased to \$120. No retroactive adjustments shall be made.

Revise last sentence of §4 to read "...which shall include the Water-Sewer Utility and the following divisions of the Department of Public Works and/or Department of Administration."

32. Article 31 – Sick Leave

No change

33. Article 32 – Retirement

No change.

34. Article 33 – Health Benefits

Replace Section 2 with the following: Effective January 1, 2019, 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 equivalent to the plans and coverages provided from time to time under the current plan.

§10. 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	M/S & P/C	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%	26.000%	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%

35. Article 34 – Bulletin Boards

No change.

36. Article 35 – Essential Personnel

The City shall provide to the Union a list of the job titles in the unit that shall designate the job title as either: "always essential"; "sometimes essential"; or "never essential".

37. Article 36 - Pay Period

§1. Revise to read: The City shall, in its discretion, pay employees weekly or bi-weekly on the applicable Friday, provided that weekly or bi-weekly pay is instituted for all City employees and 60 days' notice is given to employees. Should the payroll office be scheduled for closure on a Friday, paychecks shall be issued on the preceding day."

§2. Change "Comptroller's Office" to "City's Chief Financial Officer"

§3. No change.

Add new section to read:

§4. All employees shall be enrolled in a Direct Deposit plan in accordance with procedures of the City's Chief Financial Officer. After the Direct Deposit plan is implemented, paystubs may be issued on paper or paperless as determined by the Chief Financial Officer.

The Union agrees to withdraw any pending grievances/unfair practice charge against the City regarding the issue of paperless pay.

38. Article 37 - Wages

Eliminate section 3 per contract language.

Insert new effective dates:

2018: December 31, 2017

2019: December 30, 2018

2020: December 29, 2019

2021: January 3, 2021

Section 1 - Wage increases to be as follows:

Year 1 - 2018: two percent (2.0%)

Year 2 - 2019: two and one half percent (2.5%)

Year 3 - 2020: two and one half percent (2.5%)

Year 4 - 2021: two percent (2.0%)

All wage increases shall be retroactive to the effective 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.

NOTE: In addition, effective Year 1, EMS Supervisor Michael Deem shall receive a one-time equity adjustment of \$7,500 to his base salary. The Year 1 increase shall apply after the \$7,500 adjustment is made.

Section 2 - no change



39. Article 38 – Term of Agreement

Revise dates to reflect term of four years – January 1, 2018 through December 31, 2021.

40. Exhibit “A” – EMS Supervisors

Section 2 – Add “Emergency Management Courses may also qualify for reimbursement but only upon approval by EMS Chief, which approval shall be in his sole discretion.”

Section 2 add “The City will offer each EMS Supervisor CEU training to allow for recertification of EMT and CPR. Classes will be offered in Cumberland and/or contiguous counties. EMS Supervisors will be paid in accordance with Article 14 – Overtime for time in attendance at City sponsored classes. EMS Supervisors will be allowed to use City assigned vehicles as per City policy to attend. If personal vehicle is used, EMS Supervisors shall not be paid for travel time or mileage.

Classes will be offered as follows:

CPR – once every two years

Elective CEUs – 12 annually

Refresher Core – eight (8) annually

Pre-registration for classes is required, although use of City-provided training is not required. Failure to attend classes as registered shall be considered absence from work under City and departmental policies.

Online classes shall be completed by employees on normal duty time with no extra compensation. Employees may use EMS station computers for online training.

Section 3 - Equipment reimbursement: Add duty belt, hand held multitool, hand held flashlight.

41. Exhibit “B” – Job Classifications

Re-number as Exhibit “C” in light of Water Treatment License Incentives being new Exhibit “B”.

The parties agree to review the current titles to ensure compliance with Civil Service titles.



The parties have reached this tentative agreement and understand that such is subject to the ratification by the City and Unit 3. The negotiating committees of the City and Unit 3 agree to recommend these terms and conditions of agreement to their respective bodies for ratification.

City of Vineland

[Signature]
[Signature]

DATE:

4-17-18

IBEW Local 210 Unit 3

[Signature] - President
[Signature] - Business

DATE:

4-17-2018