

RESOLUTION NO. 2018 - 424

A RESOLUTION APPROVING AGREEMENT WITH THE
VINELAND SUPERIOR OFFICERS ASSOCIATION FROM
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020.

WHEREAS, the Vineland Superior Officers Association (VSOA) is the sole and exclusive representative of certain employees of the Police Department of the City of Vineland, for the purposes 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-88-35 by the NJ Public Employment Relations Commission dated January 13, 1988, as follows:

All superior officers employed by the City of Vineland Police Department whose titles are included in the Superior Officers' Unit, specifically including employees serving in the grades of sergeant and lieutenant but excluding all managerial executives, confidential, professional and craft employees within the meaning of the Act, captain of patrols, all non-police, non-supervisory police officers, all other employees included in any other collective negotiations unit, 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 VSOA with ratification of the attached Memorandum of Agreement (MOA) by the Union on October 29, 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, 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

WORKING DRAFT MEMORANDUM OF AGREEMENT

CITY OF VINELAND

AND

VINELAND SUPERIOR OFFICERS ASSOCIATION

This Memorandum of Agreement (MOA) is between the City of Vineland (the City) and the Vineland Superior Officers Association (the VSOA). This MOA is entered into this ____ day of _____, 2018.

The City and VSOA 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 VSOA 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 except to reflect that VSOA is now a PBA Local 266 affiliate.

2. Article 2 – Management Rights

No change.

3. Article 3 – Maintenance of Standards

No change.

4. Article 4 – VSOA Representatives and Members

Paragraph 1 and 2 to remain the same.

Eliminate paragraph 3.

Pursuant to applicable law, the City shall grant a leave of absence with pay to up to three PBA representatives to attend any PBA state or national convention. A certificate of attendance at the state or national convention shall be submitted by representatives so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention.

PBA members who, by mutual agreement between the City and PBA, participate during working hours in grievances and negotiations with the City, shall suffer thereby no loss of pay. PBA members shall be allowed one-half (½) hour prior to and one-half (½) hour after the session is over as excused time from their work

assignment. They shall give their supervisor reasonable notice in advance of their desire to attend such meetings. Such participation shall be permitted unless the employee's attendance would interfere with the work of the Police Department.

The City shall release up to two officers of the PBA Executive Board to attend full PBA monthly meetings. Officers who are "on duty" shall be permitted to be at the PBA monthly meeting for one-hour and must leave their police radio on and be ready to respond to a call. This hour shall not be charged to the PBA time provided for under this paragraph. However, if the other officer is there for more than one hour, then the time will be charged to the PBA time provided for under this paragraph. With the approval of the Chief of Police, the City shall also release the PBA President or designee the right to attend to local PBA business so long as it does not interfere with Department operations. The release hours provided for under this paragraph shall be a total of 324 hours from January 1 through December 31 of a calendar year. Said hours shall be granted on January 1st and shall be available for use through December 31st of the same year so that the hours shall not roll-over from year to year. In the event there is a change in leadership during the calendar year, no new leave time shall be provided, and the new PBA President or designee shall only be entitled to the amount of leave time remaining in the calendar year.

The Chief of Police shall, upon 30 calendar days' notice, release up to two officers of the PBA Executive Board, or their designees, to attend up to four annual PBA events, provided such time off does not unreasonably create a staffing shortage. Such authorization shall not be unreasonably withheld. This release time shall not count toward the release hours set forth above.

5. Article 5 – Check Off

Revise to remove language regarding agency shop fees.

6. Article 6 – Bulletin Boards

No change.

7. Article 7 – Nondiscrimination

No change.

8. Article 8 – No-Strike Pledge

No change.

9. Article 9 – Wages

Wages paid in accordance with attached.

No wage increases will be paid for year 2018. Increases to take effect January 1, 2019.

10. Article 10 – Pay Period

This Article shall be revised in its entirety to read as follows:

- §1. 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. All employees shall be enrolled in a Direct Deposit plan in accordance with procedures of the Comptroller's Office ~~no later than 60 days after the effective date of this Agreement.~~ Paystubs may be issued on paper or paperless as determined by the Comptroller's Office.
- §3. The City shall endeavor to provide as much information on the paychecks that the employees desire within the capabilities of the computerized payroll system. Pay receipts currently specify:
- a. base pay.
 - b. overtime pay.
 - c. other payments, hours and entitlements.
 - d. accrued benefit time.
 - e. deductions.
 - f. year-to-date deductions.
- ~~§4. The City will provide the Police Department with payroll checks on Thursday after 3:00 p.m. to be released Friday morning for those employees on the second and third shift only, unless that day is a holiday and then payment is to be made on the day preceding the holiday. The Police Department must provide a weekly list of the second and third shift employees who will be entitled to receive their check at 7:00 a.m. on Friday morning.~~

11. Article 11 – Vacations

Section 2 – Add “Nevertheless, a Lieutenant may, at his/her option, carry over up to one full work week which shall be determined based upon his/her assignment into the next calendar year for use on or before March 31st of that year. Sergeants may, at his/her option, carry over up to three days into the next calendar year for use on or before March 31st of that year.”

Section 4 – Add: Once vacation time is approved, it shall not be cancelled solely to avoid overtime.

Eliminate §6 – “An employee may choose to split one vacation day each year into two half vacation days.”

12. Article 12 – Holiday Pay

FOR LIEUTENANTS ONLY:

Effective January 1, 2019, lieutenants shall receive the following paid holidays off at straight time (which shall be calculated as 13 holidays multiplied by an 8 hour shift for a total of 104 holiday hours to be used regardless of shift that the lieutenant is on):

New Year's Day; Martin Luther King Day; Presidents' Day; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; General Election Day; Veterans' Day; Thanksgiving Day; Day After Thanksgiving; Christmas Day

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.

Lieutenants who work for any reason on a paid holiday shall receive time off equal to that which was actually worked on the holiday.

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

13. Article 13 – Education and Training Incentives

No change.

14. Article 14 – Travel Allowances

No change.

15. Article 15 – Court Time

No change.

16. Article 16 – Sick Leave

No change.

17. Article 17 – Funeral Leave

Section 1- add “step-children” and “civil union spouse”

Section 2 – reduce 500 miles to 400 miles

18. Article 18 – Personal Leave

Section 3 – eliminate “Employees may also request to split one personal leave shift annually in half-shift increments to be used at either the start or end of the shift.”

Add: Once a personal leave day is approved, it shall not be cancelled solely to avoid overtime.

19. Article 19 – Leave of Absence and Military Leave

No change.

20. Article 20 – Clothing Allowance/Maintenance

At the end of Section 1 add “or sooner in the event the employee is not employed for the full year.”

Section 2 – delete “Effective January 1, 2007”

21. Article 21 – Overtime

Add: Effective January 1, 2019, Lieutenants shall be considered “exempt” employees under the Fair Labor Standards Act and, therefore, shall not be eligible for overtime compensation or compensatory time. This shall not apply to extra duty details or detective on call pay.

Add: In the event an employee works an extra duty detail where the City receives compensation from an outside vendor, the employee shall receive either the employee’s overtime rate or the rate paid to the City by the vendor, whichever is less.

Add: On Call for Detective Sergeants and Lieutenants. Effective January 1, 2019, one employee shall be designated as “on call” per week. The employee shall receive eight (8) hours of their regular rate of pay as compensation for being on call for that week. The employee shall be compensated these eight (8) hours regardless of whether the employee is actually called in.

In the event a Sergeant is called in, the Sergeant shall receive his/her overtime rate of pay. In the event a Lieutenant is called in, the Lieutenant shall receive no additional compensation other than the Lieutenant’s regular rate of pay for that work week.

22. Article 22 – Retirement

No change.

23. Article 23 – Health Benefits

Effective January 1, 2019, the base plan shall be the AETNA Freedom 1525 Plan. In the event the employee chooses a plan with a higher premium, the employee shall pay the difference in the premium between the AETNA Freedom 1525 and the plan selected up to \$1,500 for 2019 and up to \$1,750 in 2020.

Revise: §9. 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%	26.00%	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%

24. Article 24 – Grievances

Step 1 – change from 3 to ten days and add Business Administrator and Public Safety Director to receive copy of grievance.

25. Article 25 – Extra-contractual Agreements

No change.

26. Article 26 – Severability

No change.

27. Article 27 – Conclusion of Collective Negotiations

No change.

28. Article 28 – Workweek

Add: “An employee shall receive no less than seven working days’ notice of any change in his/her work schedule unless such change is due to an emergency situation and ordered by the Chief of Police. In addition, an employee’s regularly scheduled day off shall not be changed solely to avoid overtime.”

Add: In the event the schedule reverts back to an 8 hour schedule, employees shall receive briefing time.

29. Article 29 – Fair Labor Standards Act

No change.

30. Article 30 – Shift Differential

No change.

31. Article 31 – Jury Duty

No change.

32. Article 32 – Canine Officers

Effective January 1, 2019, the City agrees to pay officers assigned to the Canine Unit for their personal care of the dog and the facilities in which the dog resides a stipend per annum. This annual stipend shall be four hours pay a week at the New Jersey Prevailing Minimum Wage rate (currently \$8.60/hour) for 52 weeks in a year. The annual stipend shall be pro-rated for the period of time during which the officer is assigned to serve as a member of the Canine Unit. The four hours pay a week shall not be paid or be counted toward contractual overtime, but rather shall be paid as straight time at the New Jersey Prevailing Minimum Wage rate per hour under the applicable provisions of the FLSA, Section 7(K).

Payment made by the City is intended to cover the cost of normal feeding, care and grooming of the dog. It is further understood that the cost for food, veterinary care materials and boarding away from the officer’s residence when necessary shall be paid by the City to a kennel of quality reputation of the City’s choice. If a kennel is used, no grooming and care compensation will be paid to the employee during the period of time the canine is at the kennel.

Canine Officers shall work their normal duty shift and shall not be granted any on-duty time, nor released early from their normal work shift to care for the canine. However, where possible, the medical care of the canine will be scheduled during regular shift time.

33. Article 33 – Seniority

No change.

34. Article 34 – Term of Agreement

January 1, 2018 through December 31, 2020

35. 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 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.

This MOA is subject to the ratification of the VSOA and approval by the City. The bargaining committees of the VSOA and City agree to recommend approval to their respective bodies.

City of Vineland

VSOA

October 29, 2018

VSOA Negotiations - FINAL FINAL

PROPOSAL CONTAINS THE FOLLOWING:

- > Combine lower Sergeant's guide into higher one.
- > Revising Grade Multiplier to 1-3 Years, 4-5, 6-7 Years and 8+ Years for both ranks.
- > Sergeants promoted to Lieutenant after January 1, 2018 move through Grade Multiplier based on time in rank.
- > No retroactivity of wages for the entire year of 2018.

Name	Year Made	2017 Step	2017	2018 Step	2018	2019	2020
Lt. David Cardana	1997/2004	L14+	\$114,849	L8+	\$120,000	\$123,000	\$127,000
Lt. Leonard Wolf (1-15-17)	2001/2017	L14+	\$114,849	L8+	\$120,000	\$123,000	\$127,000
<i>Lt. Lene Bowers (1-16-18)</i>	<i>2002/2006</i>	<i>L14+</i>	<i>\$114,849</i>	<i>L8+</i>	<i>\$5,260.27</i>		
Lt. Alan Pagnini	2003/2008	L14+	\$114,849	L8+	\$120,000	\$123,000	\$127,000
Lt. Chris Landi (12-29-17)	2006/2017	L10-13	\$113,749	L8+	\$120,000	\$123,000	\$127,000
Lt. John McCann	2008/2011	L10-13	\$113,749	L8+	\$120,000	\$123,000	\$127,000
Lt. Steven Triantos (6-8-16)	2008/2016	L10-13	\$113,749	L8+	\$120,000	\$123,000	\$127,000
Lt. Thomas Riordan (1-16-18)	2009/2018			L1-3	\$118,000	\$121,000	\$123,000
<i>Sgt. Spencer Ware (4-1-18)</i>	<i>1991</i>	<i>S14+</i>	<i>\$107,659</i>	<i>S8+</i>	<i>\$27,123</i>		
<i>Sgt. Chris Brunetta (4-1-18)</i>	<i>2004</i>	<i>S14+</i>	<i>\$107,659</i>	<i>S8+</i>	<i>\$27,123</i>		
Sgt. Christopher Fulcher	2005	S10-13	\$106,629	S8+	\$114,500	\$118,000	\$120,000
Sgt. Matthew Browne	2006	S10-13	\$106,629	S8+	\$114,500	\$118,000	\$120,000
Sgt. Peter D'Arrigo	2008	S10-13	\$106,629	S8+	\$114,500	\$118,000	\$120,000
Sgt. Thomas Riordan	2009	S7-9	\$105,083				
Sgt. William Bontcuc	2010	S7-9	\$105,083	S8+	\$114,500	\$118,000	\$120,000
Sgt. Chris Rodriguez	2011	S7-9	\$105,083	S8+	\$114,500	\$118,000	\$120,000
Sgt. Shane Harris	2012	S4-6	\$104,053	S6-7	\$110,000	\$118,000	\$120,000
Sgt. Aaron Smith	2012	S4-6	\$104,053	S6-7	\$110,000	\$118,000	\$120,000
Sgt. Misael Candelario	2015	S1-4	\$102,013	S4-5	\$107,000	\$110,000	\$113,500
Sgt. Danny Latorre	2015	S1-4	\$102,013	S4-5	\$107,000	\$110,000	\$113,500
Sgt. Adam Shaw	2015	S1-4	\$102,013	S4-5	\$107,000	\$110,000	\$113,500
Sgt. Brian Armstrong	2015	S1-4	\$102,013	S4-5	\$107,000	\$110,000	\$113,500
Sgt. Nicolaos Dounoulis	2015	S1-4	\$102,013	S4-5	\$107,000	\$110,000	\$113,500
Sgt. Owen Flores	2015	S1-4	\$102,013	S4-5	\$107,000	\$110,000	\$113,500
Sgt. Anthony Ruberti	2015	S1-4	\$102,013	S4-5	\$107,000	\$110,000	\$113,500
Sgt. Craig Scarpa	2015	S1-4	\$102,013	S4-5	\$107,000	\$110,000	\$113,500
Sgt. Lester Johnson	2016	S1-4	\$102,013	S1-3	\$104,000	\$110,000	\$112,000
Sgt. Phillip Martinez	2016	S1-4	\$102,013	S1-3	\$104,000	\$110,000	\$112,000
Sgt. Jason Sikora	2016	S1-4	\$102,013	S1-3	\$104,000	\$110,000	\$112,000
Sgt. Scott O'Neil	2017	S1-4	\$102,013	S1-3	\$104,000	\$106,000	\$112,000
Sgt. Greg Pacitto	2017	S1-4	\$102,013	S1-3	\$104,000	\$106,000	\$112,000
Sgt. Antonio Ramos	2017	S1-4	\$102,013	S1-4	\$104,000	\$106,000	\$112,000
Sgt. Nicholas Sterchele	2017	S1-4	\$102,013	S1-4	\$104,000	\$106,000	\$112,000
Sgt. Terry Hall (2-27-18)	2018			S1-3	\$87,474	\$106,000	\$108,000
Sgt. Ronald DeMarchi (2-27-18)	2018			S1-3	\$87,474	\$106,000	\$108,000
Sgt. Justin Selby (3-22-18)	2018			S1-3	\$80,921	\$106,000	\$108,000

No Retro on Wages & OT Entire Year of 2018 Estimated Wages: \$140,477	Budget:	\$3,389,398	\$3,529,875	\$3,637,000	\$3,741,000
	Dollar Increase:		\$140,477	\$107,125	\$104,000
	Percent Increase:		4.14%	3.03%	2.86%

	Lieutenant		2017			Lieutenant			
						2018	2019	2020	
Prior to 1/1/2-15	1.00%	1-3 Years	\$109,903			\$118,000	\$121,000	\$123,000	
	2.00%	4-6 Years	\$111,002			\$119,000	\$121,500	\$124,000	
	3.50%	7-9 Years	\$112,101			\$119,500	\$122,000	\$126,000	
	4.50%	10-13 Years	\$113,749			\$120,000	\$123,000	\$127,000	
	4.50%	14+ Years	\$114,849						
	Sergeant		2017			Sergeant			
						2018	2019	2020	
On or After 1/1/2015	1.00%	1-3 Years	\$103,023			\$104,000	\$106,000	\$108,000	
	2.00%	4-6 Years	\$104,053			\$107,000	\$110,000	\$112,000	
	3.50%	7-9 Years	\$105,083			\$110,000	\$112,000	\$113,500	
	4.50%	10-13 Years	\$106,629			\$114,500	\$118,000	\$120,000	
	4.50%	14+ Years	\$107,659						

Lieutenant Increase	7.37%	2.54%	1.65%
Sergeant #1 Increase	0.95%	1.92%	1.89%
Sergeant #2 Increase	1.95%	1.92%	1.89%