

RESOLUTION NO. 2019 - \_\_\_\_\_

A RESOLUTION APPROVING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 210, UNIT-2 FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2023.

WHEREAS, the International Brotherhood of Electrical Workers (IBEW), Local 210, Unit-2 affiliated with the American Federation of Labor, as 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 “D” of the Agreement and pursuant to the Certification Docket No. RO-81-181 by the NJ Public Employment Relations Commission dated March 27, 1981, as follows:

All full-time white collar and blue collar non-professional employees and all professional employees, including Graduate Nurse-Public Health and Public Health Nurse employed by the City of Vineland, but excluding Police, employees of the Vineland Electric Utility currently represented by the I.B.E.W., confidential employees, firemen, part-time employees, managerial executives, and supervisors within the meaning of the Act; and

WHEREAS, negotiations have been undertaken, and an agreement has been reached between the City of Vineland and IBEW, Local 210, Unit-2 with ratification of the attached Memorandum of Agreement (MOA) by the Union on August 9, 2019.

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, 2019 through December 31, 2023 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  
International Brotherhood of Electrical Workers - Local 210, Unit-2**

This Memorandum of Agreement (MOA) is between the City of Vineland (the City) and the IBEW Unit 2 (Unit 2). This MOA is entered into this 6<sup>th</sup> day of August, 2019.

The City and Unit 2 have engaged in collective bargaining negotiations regarding a new agreement to replace the current agreement between the parties which expired on December 31, 2018. The City and Unit 2 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.

**Preamble**

Revise date as appropriate.

**Article 1 – Recognition**

No change.

**Article 2 – Embodiment of Agreement**

No change.

**Article 3 - Severability**

No change.

**Article 4 – Loyalty, Efficiency, No Discrimination**

No change.

**Article 5 – Maintenance of Standards**

No change.

**Article 6 – Access**

No change.

**Article 7 – Check Off and Agency Shop**

See attached.

**Article 8 – Management Rights**

No change.

**Article 9 – No Strike or Lockout Pledge**

No change.

**Article 10 - Grievances**

No change.

**Article 11 – Conflicting Regulations**

No change.

**Article 12 – Job Posting**

No change.

**Article 13 – Promotions and Promotional Pay**

No change.

**Article 14 – Transfers**

No change.

**Article 15 – Temporary Assignments**

No change.

**Article 16 – Hours and Working Conditions**

Section 1 – Add “The schedule for the employees employed in the municipal court shall be as set forth in a Memorandum of Agreement between the City and the Union dated April 12, 2018, a copy of which has been re-produced and is affixed to this Agreement as Exhibit E and made a part hereof.”

**Article 17 – Fair Labor Standards Act**

No change.

**Article 18 – Overtime**

The City will agree to amend the annual compensatory “buy-out” letter as follows:

“Compensatory time is eligible to be earned during the month of December, subject to earning criteria set forth in union and employee contracts, departmental policies and general orders.”

**Article 19 – Shift Differential**

Fix typos, missing amounts.

**Article 20 – Call-In Pay**

Section 1 – Effective upon ratification by both parties, minimum pay for call in shall be changed from four and one half hours to five hours.

**Article 21 – Meals**

Section 1 – Effective January 1, 2020 change amount from \$9.50 to \$10.50

**Article 22 – Holidays**

Add: For court personnel, in the event a holiday falls on either a Wednesday or a Friday, the employee will receive the same compensation for that week as they would during a non-holiday week, with no additional time off and no less time off.

**Article 23 – Personal Leave**

Section 2 – Personal leave shall not accumulate from year to year, unless the employee is on a paid medical leave or military leave of absence which commences on or after October 1<sup>st</sup> and extends through the end of the year. In that event, the employee shall be able to carry over any earned but unused personal time for use during the first three (3) months that the employee returns to work. In no event, however, shall personal leave be paid out upon separation from employment.

Section 3 – delete first sentence.

**Article 24 – Vacations**

Revise Section 3 as follows:

Employees commencing employment during the first eight calendar days of the month shall be credited with having worked a full month for vacation accrual. Employees commencing employment on the 9th through 23rd day of the month shall accrue one-half of the monthly allotment. Employees commencing employment after the 23rd day of the month shall not be credited with working said month for vacation accrual.

**Article 25 – Time to Attend Meetings**

No change.

**Article 26 – Layoffs**

No change.

**Article 27 – Military Leave**

No change.

**Article 28 – Leave of Absence**

No change.

**Article 29 – Leave of Absence – Union**

No change.

**Article 30 – Jury Duty**

No change.

**Article 31 – Safety**

No change.

**Article 32 – Travel Allowance**

No change.

**Article 33 – Uniform Reimbursement**

Section 3 – Effective January 1, 2020 - Safety Shoe allowance shall also be provided to Field Inspectors in the Licensing and Inspections Office.

Section 3 – Effective January 1, 2020, increase safety shoe allowance to \$120.

Section 3 – eliminate subparagraph (b) – Police Department (Mechanic only) and replace with Department of Administration

Section 5(a) – eliminate “Mechanic” under “Streets and Roads”; also eliminate “Police Mechanic” and replace with “Administration: Sr. Mechanic, Mechanic, Mechanic’s Helper.”

**Article 34 – Sick Leave**

No change.

**Article 35 – Retirement**

No change.

**Article 36 – Health Benefits**

Revise §2 to read:

Effective January 1, 2020, or as soon as practicable after the ratification of this Agreement, 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.

Add to §10: Specifically, employees shall contribute a percentage of the premium as follows:

Salary	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%

**Article 37 – Bulletin Boards**

No change.

**Article 38 - Pay Period**

Revise §2 to read:

The City shall administer a payroll deduction plan for savings accounts in accordance with procedures of the Chief Financial Officer.

Add a §4 to read:

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.

**Article 39 – Wages**

During the term of this agreement, wages shall be increased as follows:

Effective January 1, 2019, employees shall receive a two percent (2.00%) increase to their base wages.

Effective January 1, 2020, employees shall receive a two and three-quarters (2.75%) increase to their base wages.

Effective January 1, 2021, employees shall receive a two and three-quarters (2.75%) increase to their base wages.

one-half

Effective January 1, 2022, employees shall receive a two and ~~three-quarters~~ (2.50%) increase to their base wages.

one-half

Effective January 1, 2023, employees shall receive a two and ~~three-quarters~~ (2.50%) increase to their base wages.

**Article 40 – Funeral Leave**

No change.

**Article 41 – Essential Personnel**

Add:

The titles in the following departments shall be considered “Always Essential”:

- Police Department
- Public Works Department
- Municipal Utilities Department
- Administration – Vehicle Maintenance Division

The Department Director or designee shall determine if an employee is essential depending on the specific situation.

The titles in the following departments shall be considered “Sometimes Essential”:

- Health Department
- Licenses and Inspections
- Administration – All divisions except Vehicle Maintenance
- Finance
- Municipal Courts/Legal
- Fire Department

The Department Director or designee shall determine if an employee is essential depending on the specific situation.

**Article 42 – Term of Agreement**

Five Years.

**Exhibit “A” – Public Safety Telecommunications**

No change.

**Exhibit “B” – Water Repairer Apprenticeship Program**

No change.

**Exhibit “C” – Water Treatment License Incentives**

No change.

**Exhibit “D” – Grade and Classification of Wage Ranges**

Effective January 1, 2020 – add 5.00% upgrade for Tanker endorsement.

The upgrade shall be 5.00% above base pay hour-for-hour while performing tanker endorsement work.



**Exhibit "E" – Municipal Court Employees**

Add MOA from Municipal Court change attached hereto.

All parties acknowledge these terms and conditions are subject to ratification, and the mediator retains jurisdiction.

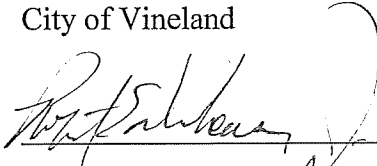
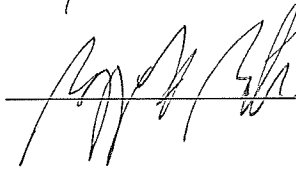
All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.

All terms and conditions previously agreed upon by both parties shall remain settled and incorporated into the new agreement. (see the documents attached hereto labeled Attachment #1 and #2).

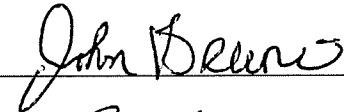
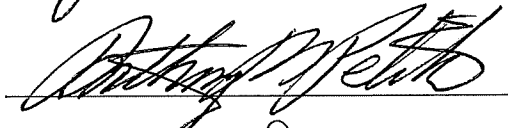
All other terms and conditions not contained herein shall remain status quo.

All other proposals are hereby withdrawn by both parties.

City of Vineland

  
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\_\_\_\_\_

IBEW Local 210 Unit 2

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Sharox Scurlock  
Lou Cicco  
Chris L  
Dut L  
Or me cado  
Amala R Bis

# " Attachment 1"

## Article 7 - Check-Off and Agency Shop

- §1 Pursuant to N.J.S.A. 52:14-15.9e, employees who are Union members may authorize voluntarily and in writing to the proper disbursing officer of the City, to have customary dues deducted from their compensation and paid to the Union Financial Secretary.
- §2 Pursuant to N.J.S.A. 34:13A-5.5, employees who choose not to be Union members shall ~~may opt to~~ have deducted from their compensation a representation fee in lieu of dues equal to ~~85a percentage<sup>90</sup>~~ of regular membership dues, fees and assessments paid by Union members for services rendered by the Union. The Union shall provide the City with an Agency Shop Fee Voluntary Checkoff and Continuation Form signed by the consenting non-member before the City withholds any agency fees on behalf of that non-member. The signed Agency Fee Voluntary Checkoff and Continuation Form shall expressly provide that the non-member is voluntarily and affirmatively consenting to have agency shop fees deducted from his/her pay and forwarded to the Union by the City. The signed Agency Fee Voluntary Checkoff and Continuation Form shall further provide that the non-member agrees to pay agency fees notwithstanding his/her Constitutional right not to pay such fees pursuant to the U.S. Supreme Court's decision in Janus v. AFSCME Council 31, 585 U.S. (2018). Said deduction will commence as soon as practicable after the employee's 30th day of employment in a bargaining unit position City's receipt of the signed Agency Shop Fee Voluntary Checkoff and Continuation Form. Said monies, together with records of any corrections, shall be transmitted to the Union Financial Secretary during the month following the monthly pay period in which deductions were made.
- §3 A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and approved by the City during the month following the filing of such card with the City.
- §4 If there is any change in membership dues or agency fees, the Union shall furnish to the City one month's written notice prior to the effective date of such change.
- §5 The Union shall furnish the City with a copy of its "demand and return system" which must be established and maintained by the Union in accordance with the law.
- §6 The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.
- §7 Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization cannot again be effected for a period of three months consistent with the terms and conditions of the Workplace Democracy Enhancement Act, P.L. 2018, c. 15, as it may be amended or interpreted by caselaw. In the event it is abolished or held unenforceable, the request may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization cannot again be enacted for a period of three months.

# "Attachment 2"

## 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 1/2) 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

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

Rachel M. DiLopoli  
By: Rachel M. DiLopoli

Sharon Scurlock  
By: Sharon Scurlock

Date: April 12, 2018

Date: April 12, 2018