

RESOLUTION NO. 2020 - 359

A RESOLUTION APPROVING AGREEMENT WITH THE
POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 266
FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2023.

WHEREAS, the Policemen's Benevolent Association (PBA), Local 266 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. R0-93-116 by the NJ Public Employment Relations Commission dated March 1, 1993, as follows:

All police officers employed by the City of Vineland excluding all managerial executive, confidential employees, professional employees, fire employees, craft workers, supervisors within the meaning of the Act; superior officers, dispatchers, non-police 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 PBA, Local 266 with ratification of the attached Memorandum of Agreement (MOA) by the Union on August 28, 2020.

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, 2020 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

MEMORANDUM OF AGREEMENT

CITY OF VINELAND

AND

POLICEMAN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 266

This Memorandum of Agreement (MOA) is made between the City of Vineland (the City) and the Policeman's Mutual Benevolent Association, Local 266 (PBA).

The City and PBA have engaged in collective bargaining negotiations regarding a new Collective Negotiations Agreement (CNA) to replace the existing CNA between the City and the PBA, which expired on December 31, 2019.

The City and PBA have reached a tentative agreement of the terms and conditions of a new CNA and the purpose of this MOA is to confirm that agreement.

NOW, THEREFORE, the City and PBA agree that the following changes shall be made in the existing agreement:

Article 1 – Purpose

No change.

Article 2 – Recognition

No change.

Article 3 – Management Rights

No change.

Article 4 – Maintenance Standards

No change.

Article 5 – PBA Representatives and Members

Revise Section 2 to add “Employees shall provide thirty (30) calendar days notice of request to attend these conventions.”

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Revise Section 4 as follows:

“The City shall release up to three 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. Requests to the Chief for this release time must be submitted in writing at least five (5) calendar days in advance. The release hours provided for under this paragraph shall be a total of 350 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 or member of the Executive Board shall only be entitled to the amount of leave time remaining in the calendar year.

The five (5) calendar day notice may be waived in the event a PBA representative is needed for a critical incident, to attend a state mandated meeting or to attend as a Weingarten representative for an employee who may be disciplined or a representative at a Loudermill hearing regarding an employee’s immediate suspension or other verifiable emergent circumstance. If waiver of this five (5) day notice is sought, the PBA shall state under which category the need for the representation falls within.

In addition, the City shall release up to one (1) member of the State Executive Board for up to four (4) days per calendar year to attend to his/her business with the State Executive Board subject to the same five (5) day calendar notice, including potential exceptions to that notice, as outlined above.

§5. The Chief of Police shall, upon 30 calendar days notice, release up to three 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, ~~or result in overtime costs~~. Such authorization shall not be unreasonably withheld. This release time shall not count toward the release hours set forth in paragraph 4 above.

§6. The employee must submit request to attend this seminar at least thirty (30) days in advance.

Article 6 – Check Off and Representation Fee

§2 revise to read “Employees who choose not to be PBA members may voluntarily have deducted”

§5 revise to read “...and in accordance with this Agreement.”

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Article 7 – Bulletin Boards

No change.

Article 8 – Non discrimination

No change.

Article 9 – Personnel Records

No change.

Article 10 – No Strike Pledge

No change.

Article 11 - Salaries

Replace as §1 follows:

- a. Effective upon ratification of this Agreement, a new wage guide shall be in effect and will remain effect during the term of this Agreement. Each officer shall be placed on the wage guide at one step above their step as of December 31, 2019 except those officers whose step movement may be delayed due to date of hire in accordance with paragraph d below. The new wage guide is attached as Exhibit A. No retroactive pay will be provided for 2020 prior to date of ratification by both parties.
- b. Effective January 1, 2021 and for each subsequent January 1st during the term of this Agreement, employees will proceed to the next step on the wage guide, except those whose step movement may be delayed due to date of hire in accordance with paragraph d below.
- c. All officers shall receive compensation as set forth in the scattergram attached as Exhibit B. (to be supplied)
- d. New employees shall be placed on Step A – Academy/Field Training Officer (FTO). Said employees shall move to Step 1 upon the ensuing January 1 following the completion of both the Academy and an additional period of time not to exceed 14 weeks provided for FTO time. For example, an employee hired on August 1, 2018 and who completes Academy/FTO time on March 1, 2020 shall move to Step 1 on January 1, 2021.
- e. Intergovernmental Transfers and new hires with prior years of comparable police experience shall be credited for those years of service for wage purposes only. The employee shall be placed on the wage step that corresponds to the credited years of service. For example, an intergovernmental transfer employee who is placed on Step 9 upon hire shall move to Step 10 the following year. However, step placement may be different based on actual experience or credentials of employees, and, in that instance, will be discussed and agreed upon with the PBA.

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- f. Any officer who has terminated employment, not in good standing, prior to the execution of this Agreement shall not be entitled to any retroactive pay increases.
- g. All step movement, as provided for above shall continue upon expiration of this Agreement, until a successor agreement is agreed upon by the parties.

Article 12 – Pay Period

No change.

Article 13 – Vacations

No change.

Article 14 – Holiday Pay

No change.

Article 15 – Education and Training Incentives

Add New: Voluntary Physical Fitness Incentive.

Effective January 1, 2021: The City, with input from the PBA and Police Administration, shall develop a Voluntary Physical Fitness Program which shall generally measure an employee's fitness in four areas: strength, endurance, agility and core. The program shall be developed to avoid any exercises that would require "explosive movements" or other movements that may be more likely to lead to potential injury. Participation in the program shall be strictly voluntary and will be scheduled twice per year: ~~once in February and once in August~~. An employee who passes with a 70% in all categories shall receive one personal day for use during the calendar year earned. An employee who passes with an 80% in all categories shall receive an additional half personal day for use during the calendar year earned. An employee may only take the test once in each testing cycle.

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Article 16 – Travel Allowances

No change.

Article 17 – Court Time

Revise to read "...shall be compensated for such hours or three (3) hours, whichever is greater, unless said hours are contiguous to the employee's normal shift."

Article 18 – Sick Leave

No change.

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Article 19 – Funeral Leave

Revise Sections 1 and 2 to state “calendar days”

New Section 3:

An employee who is notified while on-duty, or on a scheduled day of work, of a family member’s death as listed in Sections 1 or 2 above shall be excused with pay for the whole or remainder of his or her shift. Such excused time shall be in addition to funeral leave described in Sections 1 or 2 above and shall not be charged to any other accrued leave time.

New Section 4:

The employee shall select either the date of death or funeral service date as the start of funeral leave. Upon selecting the start date, funeral leave shall run consecutively on calendar days, whether the days are working or non-working. In the event the date of death is selected as the start of funeral leave, and that date is the same day as when the employee is notified as described in Section 3 above, then the start of funeral leave shall be the day after the date of death. In the event the last day of funeral leave falls within an employees’ four (4) day work cycle, the employee may take additional sick leave for work that work cycle, subject to the sole discretion of the Chief or his designee, which shall not be unreasonably denied.

New Section 5:

Sick leave taken under this Article shall NOT count toward the sick leave threshold outlined in Article 18, Section 4 (verification of sick leave).

Article 20 – Personal Leave

Add to §1: Additional personal leave may be earned as outlined in the Voluntary Physical Fitness Incentive Program. Any personal leave earned in accordance with the Fitness Program must be used in the calendar year earned and shall not roll over.

Article 21 – Leave of Absence and Military Leave

Revise §2 to add the following:

“For the purposes of this article, an employee’s 90 work days shall be calculated as the employee’s actual work schedule at the time the orders are received. This shall include all work days scheduled, including training days.”

NOTE: As part of this MOA, the PBA agrees to withdraw, with prejudice, its grievance dated May 21, 2019 regarding military leave time calculation. The City shall review schedules in 2019 that may have been altered (including, but not limited to Officer Apel) and will make whole officers whose leave time was not calculated in accordance with the language set forth above.

Article 22 – Clothing and Uniform Maintenance Allowances



No change.

Article 23 – Overtime

Revise Section 2 to read as follows:

“Employees called in for unscheduled work during non-working hours shall be paid the prevailing overtime rate but with a minimum pay of three hours at the overtime rate. In the event the employee is called in prior to the start of his or her shift, the employee shall receive the minimum call in pay. In addition, the employee shall begin earning his or her regular rate of pay once his or her shift begins and will be expected to work all hours of his or her regular shift unless, in the discretion of the employee’s immediate supervisor, working the officer’s full shift may present an officer safety issue. This shall not prevent a mutual agreement between the employee’s immediate supervisor, and an individual officer from agreeing that an officer’s shift be adjusted occasionally to address specific department needs. In that event, if the officer works his or her normally scheduled hours, the employee will still receive the minimum call in pay. Also, in this event, this shall not constitute a change in schedule requiring notice pursuant to Article 24, Section 3. ~~unless the work continues into their regularly scheduled shift, in which case the minimum pay provision shall not apply.~~”

Revise Section 5 – On-Call for Detectives, as follows:

“Two detectives will be scheduled to be on-call from Saturday 12:00 a.m. to Monday 7:00 a.m. During those 55 hours, the detectives will be compensated for eight (8) hours of pay or eight (8) hours of compensatory time, at their normal hourly rate, whether they are called in or not. On-call weekends may be swapped amongst detectives, or a detective may simply request that another detective cover his weekend without swapping provided that the approval of their supervisor(s) is obtained prior to any change through the approval of their supervisor.....”

Article 24 – Work Week

Section 3 – add “or upon mutual agreement between the employee and the Chief of Police or his designee.”

Section 5 – delete “Both parties recognize that this schedule has been in effect of over six (6) years and has been mutually negotiated and practiced for six (6) years between the parties.”

NEW Section 7: TRAINING DAYS: As part of the 15 eight (8) hour training days referenced above, the department shall schedule two as physical fitness days where an employee may use that time to participate in the Voluntary Fitness Incentive Program. In the event an employee does not participate in this program, other training or work shall be scheduled. In addition, a third training day shall be used for an employee to obtain an annual physical or wellness check. The employee shall notify his/her supervisor upon scheduling this day and proof of attendance will be required. All other training days will be scheduled at the discretion of the Chief of Police or his designee



except that they MAY NOT be scheduled on days that are actual City Holidays. In the event the “City holiday” is an “observed” day, this shall apply to the actual holiday only.

Article 25 – Retirement

No change.

Article 26 – Health Benefits

Add to §8: Specifically, employees shall contribute a percentage of the premium as follows:

<u>Salary</u>	<u>SINGLE</u>	<u>M/S & P/C</u>	<u>FAMILY</u>
<u>less than 20,000</u>	<u>4.50%</u>	<u>3.50%</u>	<u>3.00%</u>
<u>20,000-24,999.99</u>	<u>5.50%</u>	<u>3.50%</u>	<u>3.00%</u>
<u>25,000-29,999.99</u>	<u>7.50%</u>	<u>4.50%</u>	<u>4.00%</u>
<u>30,000-34,999.99</u>	<u>10.00%</u>	<u>6.00%</u>	<u>5.00%</u>
<u>35,000-39,999.99</u>	<u>11.00%</u>	<u>7.00%</u>	<u>6.00%</u>
<u>40,000-44,999.99</u>	<u>12.00%</u>	<u>8.00%</u>	<u>7.00%</u>
<u>45,000-49,999.99</u>	<u>14.00%</u>	<u>10.00%</u>	<u>9.00%</u>
<u>50,000-54,999.99</u>	<u>20.00%</u>	<u>15.00%</u>	<u>12.00%</u>
<u>55,000-59,999.99</u>	<u>23.00%</u>	<u>17.00%</u>	<u>14.00%</u>
<u>60,000-64,999.99</u>	<u>27.00%</u>	<u>21.00%</u>	<u>17.00%</u>
<u>65,000-69,999.99</u>	<u>29.00%</u>	<u>23.00%</u>	<u>19.00%</u>
<u>70,000-74,999.99</u>	<u>32.00%</u>	<u>26.00%</u>	<u>22.00%</u>
<u>75,000-79,999.99</u>	<u>33.00%</u>	<u>27.00%</u>	<u>23.00%</u>
<u>80,000-84,999.99</u>	<u>34.00%</u>	<u>28.00%</u>	<u>24.00%</u>
<u>85,000-89,999.99</u>	<u>34.00%</u>	<u>30.00%</u>	<u>26.00%</u>
<u>90,000-94,999.99</u>	<u>34.00%</u>	<u>30.00%</u>	<u>28.00%</u>
<u>95,000-99,999.99</u>	<u>35.00%</u>	<u>30.00%</u>	<u>29.00%</u>
<u>100,000-109,999.99</u>	<u>35.00%</u>	<u>35.00%</u>	<u>32.00%</u>
<u>110,000 and over</u>	<u>35.00%</u>	<u>35.00%</u>	<u>35.00%</u>

Article 27 – Grievances

New section f. This grievance procedure, including binding arbitration, shall also apply to any disciplinary matter issued, even if minor discipline, to any charge against an officer for truthfulness or candor which, if found to be sustained, may result in an officer being determined to be a potential

Brady issue by the County Prosecutor or Attorney General. This shall not apply to other minor disciplinary matters.

Article 28 – Police Bill of Rights

No change.

Article 29 – Equipment

Add new: Employees assigned vehicles for take home purposes must live within a 15 mile radius, to be measured “as the crow flies” measured from the City limits.

Article 30 – Canine Officers

Amend to provide for \$15/hr. (to be effective upon ratification)

Article 31 – Extracontractual Agreements

No change.

Article 32 – Severability

No change.

Article 34 – Safety Committee

No change.

Article 35 – Random Drug Testing

No change.

Article 36 – Jury Duty

No change.

Article 37 – Essential Personnel

No change.

Article 38 – Term of Agreement

January 1, 2020 through December 31, 2023

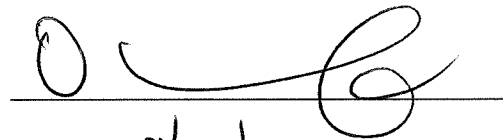
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FTO Trainers

Any employee assigned to train an FTO employee shall receive one compensatory hour at the straight time rate for every four hours serving as an FTO. This shall be in addition to any normal overtime that may occur on said shift.

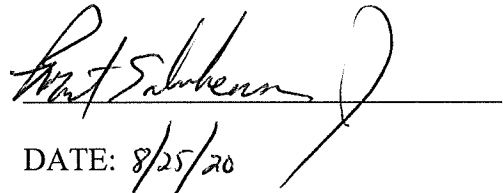
This MOA is subject to the ratification of the members of the PBA and approval of the City Council of the City of Vineland. The bargaining members of the PBA and the City represent, by the signatures of their duly authorized representatives, that they will recommend approval of the terms of the MOA to their respective constituents.

PBA

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DATE: 8/25/20

CITY

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DATE: 8/25/20

August 25, 2020

Wage Guide

		<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
"A"	\$44,000	\$45,000	\$45,000	\$45,000	\$45,000
1	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
2	\$54,000	\$54,000	\$54,000	\$54,000	\$54,000
3	\$57,000	\$57,000	\$57,000	\$57,000	\$57,000
4	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
5	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000
6	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000
7	\$71,000	\$72,850	\$72,850	\$72,850	\$72,850
8	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000
9	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000
10	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
11	\$83,000	\$83,000	\$83,000	\$83,000	\$83,000
12	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000
13	\$89,000	\$89,000	\$89,000	\$89,000	\$89,000
14	\$92,000	\$92,000	\$92,750	\$93,500	\$94,000
15	\$94,000	\$94,000	\$95,000	\$96,500	\$97,000
16	\$97,000	\$97,000	\$97,000	\$99,000	\$99,750
17	\$98,000	\$98,000	\$101,000	\$101,500	\$102,500
18	\$99,000	\$101,500	\$103,000	\$103,750	\$104,750
19	\$100,000	\$103,000	\$104,500	\$105,000	\$106,000
20	\$102,000	\$103,500	\$105,000	\$108,000	\$108,000
21	\$103,000	\$104,000	\$106,000	\$108,000	\$109,650

