

RESOLUTION NO. 2021 - 308

A RESOLUTION APPROVING AGREEMENT WITH THE  
VINELAND SUPERIOR OFFICERS ASSOCIATION FROM  
JANUARY 1, 2021 THROUGH DECEMBER 31, 2024.

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 June 28, 2021.

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, 2021 through December 31, 2024 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 \_\_\_\_\_, 2021.

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, 2020. 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:

**Article 12 - Holiday Pay**

Leave in existing language for 2021 only.

Add the following language:

The above language in this Article regarding holidays shall become null and void **upon ratification of this Agreement**, and the following sections shall take precedence in this Article.

**\*Effective upon ratification of this Agreement:**

- §1. This benefit has been eliminated for Sergeants through negotiations. However, Holidays In-Lieu shall be provided to Lieutenants only as stated herein.
- §2. In lieu of paid holidays off, Lieutenants shall receive 14 paid work shifts off annually. Lieutenants who do not work a full year will have holiday in-lieu time prorated based on the number of holidays occurring while the Lieutenant is active on the payroll. Holiday hours shall be calculated based on the Lieutenant's schedule during the first full pay week of the year, or first pay week of promotion to the rank of Lieutenant, whichever is later. The use of holiday in-lieu time shall not create an overtime situation within the department.
- §3. For purposes of prorating holiday in-lieu time as stated above, the official observed day of the following holidays shall be used:

- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| President's Day        | General Election Day   |
| Good Friday            | Veteran's Day          |
| Memorial Day           | Thanksgiving Day       |
| Independence Day       | Day After Thanksgiving |
| Juneteenth             | Christmas Day          |

The official observed day shall be the actual holiday or the weekday closest to any actual holiday occurring on a weekend.

§4. An employee who works for any reason on an actual or observed holiday will not receive any additional compensation.

\* For example, if the ratification date is July 13, 2021, all holidays occurring in 2021 prior to July 13 shall be administered under the language to become null and void. Thereafter, all holidays occurring in 2021 after July 13 shall be administered under the new language. In no event shall a Lieutenant receive more than a total of 14 work shifts off throughout the year.

### **Article 13 - Education and Training Incentives**

Add the following:

**Effective January 1, 2021: Voluntary Physical Fitness Incentive Program.** The City, with input from the VSOA and Police Administration, shall develop a Voluntary Physical Fitness Incentive 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. 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.

\* For clarification, personal leave may be earned under this program for each six-month cycle. Therefore, up to a total of three personal days may be earned each year under this program.

### **Article 15 - Court Time**

Add the following sentence:

Lieutenants shall report to court if summoned and directed by the Chief of Police. No additional compensation shall be paid to any Lieutenant for court time.

### **Article 17 - Funeral Leave**

Revise Article to read:

#### **Effective upon ratification of this Agreement:**

§1. Employees shall receive leave with pay for up to a maximum of five calendar days in the event of the death of the employee's spouse, civil union spouse, domestic partner, son, daughter, mother, father, step-mother, step-father or step-child.

- §2. Employees shall receive leave with pay for up to a maximum of three calendar days in the event of the death of the employee's grandfather, grandmother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents of the spouse or step family members. Should funeral services for the deceased hereunder be held more than 400 miles away from the City of Vineland, then such funeral leave shall be for a maximum of five days.
- §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 §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 §1 or §2 above and shall not be charged to any other accrued leave time.
- §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 §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 employee's four-day work cycle, the employee may take additional sick leave for work that work cycle, subject to the sole discretion of the Chief or designee, which shall not be unreasonably denied.
- §5. Sick leave taken under this Article shall not count toward the sick leave threshold outlined in Article 16, §4 (Verification of Sick Leave).

### **Article 21 - Overtime**

Revise §4 to read:

**Effective upon the pay period following ratification of this Agreement:** On Call for Detective Sergeants and Lieutenants. One employee, who is specifically assigned to the Detective Bureau and who supervises on-call officers covered under the PBA 266 Agreement, shall be designated as "on call" per week. The employee shall receive 16 hours of their regular rate of pay as compensation for being on call for that week. The employee shall be compensated these 16 hours regardless of whether the employee is actually called in.

In the event a Sergeant is called in, the Sergeant shall receive the 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.

### **Article 23 - Health Benefits**

Revise §2 to read:

**Effective upon the pay period following ratification of this Agreement:** The City shall provide, as the base plan, the State Health Benefits Plan, New Jersey Horizon Direct 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 and the plan selected up to a maximum of \$3,000. 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.

Add §4(c) to read:

c. Receives prescription coverage as a retiree through the SHBP.

### **Article 28 - Workweek**

Add the following:

**Effective upon ratification of this Agreement:** Employees not assigned to the Patrol Division shall be eligible for a schedule of four consecutive 10 hour days followed by three consecutive days off. The schedule must be approved by the Chief of Police, which will be dependent upon the employee's current assignment and the needs of the department. The Chief of Police reserves the right, in his/her sole discretion, to revert back to the prior schedule. In that event, notice provisions regarding changing schedules as set forth in the current agreement shall be adhered to.

### **Article 32 - Canine Officers**

Revise Article to read:

**Effective upon ratification of this Agreement:** 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 \$15.00 per 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.

### **Article 35 - Term of Agreement**

Four years.

Add the following language:

However, the parties agree to meet within the first quarter of 2023 to discuss any concerns regarding the language herein.

**Exhibit “A” - Wage Schedule**

See attached wage schedule. Language in exhibit to reflect wage schedule and employee scattergram.

There shall be no retroactivity of wages on overtime earned prior to ratification of the VSOA Agreement.

Insert new effective dates:

2021: January 3, 2021  
2022: January 2, 2022  
2023: January 1, 2023  
2024: December 31, 2023

Add language to continue steps upon expiration of Agreement as follows:

All step movement, as provided for above shall continue upon expiration of this Agreement, until a successor agreement is agreed upon by the parties.

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

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**Exhibit "A" - Wage Schedule**

Language in Exhibit to reflect Wage Schedule and Employee Scattergram

<b>Lieutenant</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
1-3 Years	\$127,000	\$130,000	\$131,750	\$140,000
4-5 Years	\$129,000	\$132,000	\$138,000	\$143,000
6-7 Years	\$130,000	\$134,000	\$140,000	\$145,000
8+ Years	\$131,100	\$137,250	\$142,000	\$147,000
<b>Sergeant</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
1-3 Years	\$110,000	\$112,000	\$114,500	\$116,000
4-5 Years	\$114,500	\$117,500	\$122,000	\$125,000
6-7 Years	\$119,000	\$123,000	\$126,000	\$130,000
8+ Years	\$123,000	\$127,000	\$130,500	\$135,000

<b>Name</b>	<b>2021 Step</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Lt. Alan Pagnini	L8+	\$131,100	\$137,250	\$142,000	\$147,000
Lt. Leonard Wolf	L8+	\$131,100	\$137,250	\$142,000	\$147,000
Lt. Christopher Landi	L8+	\$131,100	\$137,250	\$142,000	\$147,000
Lt. Thomas Riordan	L4-5	\$129,000	\$132,000	\$140,000	\$145,000
Lt. Brian Armstrong	L1-3	\$127,000	\$132,000	\$138,000	\$145,000
Lt. Matthew Browne	L1-3	\$127,000	\$132,000	\$138,000	\$145,000
Lt. Gregory Pacitto	L1-3	\$127,000	\$130,000	\$138,000	\$143,000
Lt. Craig Scarpa	L1-3	\$127,000	\$130,000	\$138,000	\$143,000
Sgt. Christopher Rodriguez	S8+	\$123,000	\$127,000	\$130,500	\$135,000
Sgt. Christopher Fulcher	S8+	\$123,000	\$127,000	\$130,500	\$135,000
Sgt. Shane Harris	S8+	\$123,000	\$127,000	\$130,500	\$135,000
Sgt. Aaron Smith	S8+	\$123,000	\$127,000	\$130,500	\$135,000
Sgt. Misael Candelario	S6-7	\$119,000	\$127,000	\$130,500	\$135,000
Sgt. Nicolaos Dounoulis	S6-7	\$119,000	\$127,000	\$130,500	\$135,000
Sgt. Owen Flores	S6-7	\$119,000	\$127,000	\$130,500	\$135,000
Sgt. Danny Latorre	S6-7	\$119,000	\$127,000	\$130,500	\$135,000
Sgt. Anthony Ruberti	S6-7	\$119,000	\$127,000	\$130,500	\$135,000
Sgt. Adam Shaw	S6-7	\$119,000	\$127,000	\$130,500	\$135,000
Sgt. Lester Johnson	S6-7	\$119,000	\$123,000	\$130,500	\$135,000
Sgt. Phillip Martinez	S6-7	\$119,000			
Sgt. Jason Sikora	S6-7	\$119,000	\$123,000	\$130,500	\$135,000
Sgt. Scott O'Neill	S4-5	\$114,500	\$123,000	\$126,000	\$135,000
Sgt. Nicholas Sterchele	S4-5	\$114,500	\$123,000	\$126,000	\$135,000
Sgt. Ronald DeMarchi	S4-5	\$114,500	\$117,500	\$126,000	\$130,000
Sgt. Terry Hall	S4-5	\$114,500	\$117,500	\$126,000	\$130,000
Sgt. Justin Selby	S4-5	\$114,500	\$117,500	\$126,000	\$130,000
Sgt. James Day	S1-3	\$110,000	\$117,500	\$122,000	\$130,000
Sgt. Ann Marie McCormick	S1-3	\$110,000	\$117,500	\$122,000	\$130,000
Sgt. Kevin Vai	S1-3	\$110,000	\$117,500	\$122,000	\$130,000
Sgt. Domenic Ferrari	S1-3	\$110,000	\$112,000	\$122,000	\$125,000
Sgt. Chris Ortiz	S1-3	\$110,000	\$112,000	\$122,000	\$125,000
Sgt. Ryan Watkins	S1-3	\$110,000	\$112,000	\$122,000	\$125,000
Sgt. Mustafa Ozdemir	S1-3	\$110,000	\$112,000	\$114,500	\$125,000
Sgt. Louis Platania	S1-3	\$110,000	\$112,000	\$114,500	\$125,000