

RESOLUTION NO. 2022 - 191

A RESOLUTION APPROVING AGREEMENT WITH THE
VINELAND POLICE CAPTAINS ASSOCIATION FROM
JANUARY 1, 2022 THROUGH DECEMBER 31, 2024.

WHEREAS, the Vineland Police Captains Association (VPCA) 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. RO-93-89 by the NJ Public Employment Relations Commission dated December 28, 1993, as follows:

All police captains employed by the City of Vineland excluding all sergeants, lieutenants, patrol officers, managerial executives, confidential employees, craft employees, professional 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 VPCA with ratification of the attached Memorandum of Agreement (MOA) by the Union on May 11, 2022.

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, 2022 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

MEMORANDUM OF AGREEMENT

Between

**City of Vineland, a Municipal Corporation of the State of New Jersey
(herein referred to as the "City")**

&

**The Vineland Police Captains Association
(herein referred to as the "Association")**

On this day, May 11, 2022, the parties hereby agree to the following terms and conditions of employment for a new labor agreement "Agreement" for the period January 1, 2022 through December 31, 2024.

This Memorandum of Agreement is subject to ratification by the Association and final approval by the Governing Body of the City. The negotiating committees unanimously agree to recommend such ratification and approval to the membership and the Governing Body.

This Agreement amends the agreement between the City and the Association which expired on January 1, 2022. The terms and conditions of employment set forth in the Agreement between the parties covering the period January 1, 2020 through December 31, 2021 are changed only to the extent indicated herein, and those terms and conditions of employment set forth in this Memorandum of Agreement shall be effective upon date of ratification and approval unless otherwise specified.

Article 11 - Vacations

Revise §2, second paragraph to read:

Nevertheless, a Captain may, at his or her option, carry over up to 80 hours which shall be determined based upon his or her assignment into the next calendar year for use on or before March 31st of that year.

Article 12 - Holiday Pay

Add Juneteenth as a paid holiday off.

Revise as follows:

Effective upon ratification of this Agreement, and not retroactively, this Article shall read:

§1. In lieu of paid holidays off, Captains shall receive 14 paid work shifts off annually. Captains who do not work a full year will have holiday-in lieu prorated based on the number of holidays occurring while the Captain is active on the payroll. The use of holiday-in lieu time shall not create an overtime situation within the department. This article shall be pro-rated according to ratification date.

§2. For purposes of prorating holiday in lieu time as stated above, the official observed day of the following holidays shall be used:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Day After Thanksgiving
Independence Day	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.

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 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 must attend the funeral service to receive funeral leave. 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 five-day work cycle, the employee may use sick leave to cover that work cycle. All sick leave shall be subject to the approval of 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 22 - Retirement

Revise §3 to read:

At retirement and subject to §4 and §5 below, the City shall pay each employee 50% of all accrued and unused sick leave up to the maximum amounts set forth for each year as follows:

2022: \$25,000 (one year only - expires December 31, 2022)
2023: \$15,000
2024: \$15,000

Article 23 - Health Benefits

Revise §1 paragraph 2 to read:

The City shall provide, as the base plan, the State Health Benefits Program (SHBP), 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. 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 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 similar to the plans and coverages provided from time to time under the current plan.

Add to §3:

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

It is the retired employee's responsibility to notify the City's Personnel Office upon the occurrence of any event as described in this section above.

Article 32 - Term of Agreement

Three years.

Exhibit "A" - Wage Schedule

Revise to read:

Effective January 1, 2022, employees shall receive the annual salaries as follows:

Name	2022	2023	2024
New Captain	\$142,250	\$147,229	\$152,382
David Cardana	\$142,963	\$142,963	\$142,963
Steven Triantos	\$142,654	\$149,004	\$158,219
Lene Bowers	\$143,574	\$152,458	\$152,458
Adam Austino	\$148,172	\$153,728	\$163,108



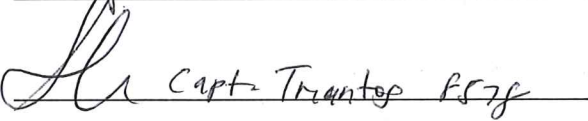
The college credit benefit has been eliminated through negotiations.

In witness whereof, the parties hereto reached a tentative agreement subject to ratification by the City and the Vineland Police Captains Association to be signed by their respective representatives the day and year first above written.

City of Vineland Negotiating Committee:



VPCA Negotiating Committee:

 0807
 #1290
 #578
