

RESOLUTION NO. 2015 - _____

A RESOLUTION APPROVING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 210, UNIT-3 FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2017.

WHEREAS, the International Brotherhood of Electrical Workers (IBEW) Local 210, Unit-3, affiliated with the American Federation of Labor, is 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 "A" of the Agreement and pursuant to the Certification Docket No. RO-82-34 by the NJ Public Employment Relations Commission dated November 17, 1981, as follows:

All full-time supervisory employees employed by the City of Vineland, but excluding non-supervisory employees, police, confidential employees, managerial executives, and craft employees; and

WHEREAS, negotiations have been undertaken, and an agreement has been reached between the City of Vineland and IBEW, Local 210, Unit-3, with ratification by the Union on October 9, 2015.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that said agreement, be and the same, is approved from January 1, 2014 through December 31, 2017, 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
IBEW LOCAL 210 - UNIT 3**

This Memorandum of Agreement (MOA) is between the City of Vineland (the City) and the IBEW Unit 3 (Unit 3). This MOA is entered into this 2nd day of October, 2015.

The City and Unit 3 have engaged in collective bargaining negotiations regarding a new agreement to replace the current agreement between the parties which expired on December 31, 2013. The City and Unit 3 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.

2. **Article 2 - Embodiment of Agreement**

No change.

3. **Article 3 - Severability**

No change.

4. **Article 4 - Loyalty, Efficiency, No Discrimination**

Revise Section 2 to read as follows:

§2. The City and the Union shall apply the provisions of this Agreement equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital or civil union status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces or any other classification protected by Federal or State law.

5. **Article 5 - Maintenance of Standards**

No change.

6. **Article 6 - Access**

No change.

7. **Article 7 - Check-Off and Agency Shop**

No change.

8. **Article 8 – Management Rights**

No change.

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

No change.

10. **Article 10 – Grievance Procedure and Arbitration**

No change.

11. **Article 11 – Conflicting Regulations**

No change.

12. **Article 12 – Promotions and Promotional Pay**

No change.

13. **Article 13 – Hours and Working Conditions**

No change.

14. **Article 14 – Overtime**

Section 1 to read as follows:

“Overtime shall be paid at the regular hourly rate of pay multiplied by one and one-half (1 ½) for all hours actually worked in excess of the employee’s regularly scheduled work week. For an employee whose regular schedule is 37.5 hours (5 days x 7.5 hours/day) overtime pay shall commence after an employee actually works 37.5 hours per week. For an employee whose regular schedule is 40 hours (5 days x 8 hours/day) overtime pay shall commence after an employee actually works 40 hours per week. Personal leave, sick leave, vacation leave, compensatory time and other paid leave shall not count as “hours actually worked” for the purposes of calculating overtime. For a 37.5 hour employee, double time shall be paid for all hours actually worked in excess of 45 hours per week. For a 40 hour employee, double time shall be paid for all hours actually worked in excess of 48 hours per week. No overtime shall be worked nor shall any overtime be payable unless said overtime has been specifically authorized by the Department Director or other appropriate managerial executive prior to its being worked. Overtime shall be compensated in one-quarter (1/4) hour units, fractional portions being counted as a full quarter (1/4) hour. No payment shall be made for an initial period of less than 15 minutes.”

15. Article 15 - Call In Pay

Revise Section 1 to reflect four and one-half hours minimum pay.

Revise Section 2 to read:

An employee called to resolve work station emergencies between 10:00 p.m. and 6:00 a.m. shall be paid two hours at straight time. The two hours pay shall be considered full compensation for any additional call related to the work station emergency made during the two hour period after the first call. An employee called to resolve work station emergencies prior to 10:00 p.m. shall endeavor to resolve the emergency but shall not receive any compensation.

Section 3 - No change.

16. Article 16 - Meals

§1. Increase meal allowance to \$10.50.

No other changes

17. Article 17 - Holidays

Revise Article in its entirety to read:

§1. Employees shall receive the following paid holidays off at straight time:

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

§2. Holidays that occur on a Saturday shall be observed on the preceding Friday, and holidays that occur on a Sunday shall be observed on the following Monday.

§3. No change.

§4. Holiday pay shall not be paid unless the employee is active on the City payroll on the date of the observed holiday. An employee who uses sick leave immediately before or after the day a holiday is observed shall submit acceptable medical evidence substantiating the use of sick leave to be entitled to holiday pay. Such verification shall not apply to an employee who works on the observed holiday.

§5. Should a designated holiday occur while an employee is on approved vacation leave, said day shall count as a holiday, not vacation leave.

18. Article 18 - Personal Leave

No change.

19. Article 19 - Vacations

Revise Article in its entirety to read:

§1. All employees shall be credited with the following vacation leave with pay upon each calendar year for their continuous service with the City:

- a. One working day for each month during the first year of service.
- b. 12 working days after one year and up to six years of service.
- c. 15 working days after six years and up to 13 years of service.
- d. 20 working days after 13 years and up to 19 years of service.
- e. 25 working days after 19 years and up to 27 years of service.
- f. 30 working days after 27 years of service.

§2. Vacation leave shall be taken in the year earned and granted, so far as practicable, at the employee's request. Employees shall submit vacation requests at least one month in advance. Preference for vacation leave shall be given in order of seniority. Any vacation leave denied due to the pressure of City business as determined by the Business Administrator or designee shall be carried over to the following year and shall be used by June 30th of that year. Accumulated vacation leave not taken by June 30th shall be forfeited. Notwithstanding the above, employees may carry over five vacation days to the following year. The Business Administrator may also approve additional vacation leave to carry over to the following year.

§3. An employee commencing employment during the first 15 days of the month shall be credited with working a full month for vacation computation. An employee commencing employment after the 15th day of the month shall not be credited with working said month for vacation computation. The balance of the employee's first year of service shall be considered one calendar year of service for vacation computation.

§4. New employees may not use vacation leave until completing 90 days employment with the City. In extraordinary circumstances, the employee may use earned vacation leave prior to completing said 90 days employment upon approval of the Business Administrator or designee. Should an employee be unable to use vacation leave due to the 90 day provision, said leave may be carried over to the succeeding year.

§5. Vacation pay will be paid to employees terminating employment, except that employees terminated from employment within their first 90 days of employment shall not receive vacation pay. The amount of vacation pay will be proportional to the amount accrued during the year of termination. An employee who terminates during the first 15 days of the month shall not be

credited with working said month. An employee who terminates after the 15th day of the month shall be credited with working said month. In the event of death, vacation pay shall be paid to the employee's beneficiary. An employee's rate of vacation pay shall be based on the employee's regular rate of pay.

20. **Article 20 - Time to Attend Meetings**

No change.

21. **Article 21 - Layoffs**

No change.

22. **Article 22 - Military Leave**

No change.

23. **Article 23 - Funeral Leave**

No change.

24. **Article 24 - Leave of Absence**

No change.

25. **Article 25 - Leave of Absence - Union**

No change.

26. **Article 26 - Jury Duty**

No change.

27. **Article 27 - Education and Training Incentives**

No change.

28. **Article 28 - Education and Training Incentives**

§3. Change C+ to B+.

Revise §5 to read:

Any employee who receives any reimbursement provided for in this Article and becomes separated from City employment, which shall include retirement, within five years after the completion of any semester of educational training, shall reimburse the City for tuition costs and other reimbursable expenses paid to or on behalf of the employee.

29. Article 29 - Uniforms and Safety Equipment

§1. Revise first sentence to read:

The City shall reimburse up to \$450 annually for professionally recognized uniforms to the Director, Public Health Nursing Service and Public Health Nurse Supervisor who submits a paid receipt for said uniforms purchased during that year.

Revise §4 to read:

Effective upon signature of this Agreement, each employee shall be reimbursed an annual amount not to exceed \$100 in 2014 and \$108 in the following years for safety shoes upon the employee submitting the original paid receipt for said shoes and original safety-toe documentation verifying ASTM-F2412 or ASTM-F2413 compliance. If documentation is not provided by the shoe manufacturer, then compliance verification shall be determined by the employee's supervisor. If OSHA mandates that the footwear be dielectric, the above reimbursement shall be an additional \$25. Reimbursable footwear must be worn on the job as a condition of employment by employees working in a non-office environment in the Department of Municipal Utilities, which shall include the Water-Sewer Utility and the following divisions of the Department of Public Works:

- Streets, Roads and Sanitation
- Equipment, Maintenance and Vehicle Fuel Facility
- Public Property
- Recreation
- Street Marking and Traffic Signs
- Tree Cultivation and Maintenance
- Engineering (excluding Planning)

30. Article 30 - Sick Leave

§4(b). After first sentence, add sentence to read:

The Business Administrator may also designate the employee's Department Director to obtain such proof of illness.

31. Article 31 - Retirement

No change.

32. Article 32 - Health Benefits

Revise Article in its entirety as attached.

33. Article 33 - Bulletin Boards

No change.

34. **Article 34 - Pay Period**

No change.

35. **Article 35 - Wages**

Shall be revised as attached.

36. **Article 36 - Term of Agreement**

January 1, 2014 - December 31, 2017

37. **Create new article to read:**

Shift Differential

§1. An hourly shift differential of \$.60 shall be paid at straight time for all hours worked outside the regularly scheduled Monday through Friday day shift.

38. **New Article: Essential Personnel**

The parties acknowledge and agree that some 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 who are designated as essential personnel 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.

39. **Exhibits "A" and "B"**

Change Exhibit "A" to "B" and vice versa.

Update new Exhibit "B" with titles as necessary.

EMS Supervisors

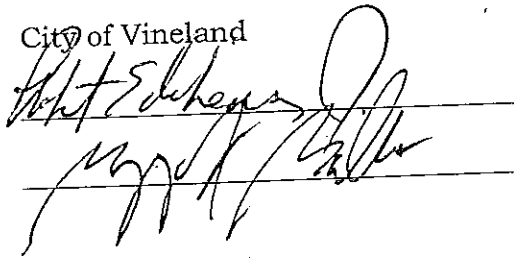
Add to section 4 - "EMS Supervisor who is a Certified EMT Instructor shall receive a stipend of \$500 per year."

40. Outstanding Grievances

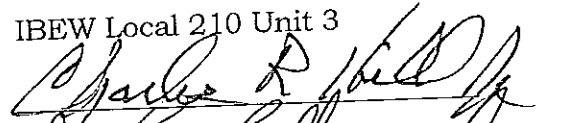
The Union agrees to withdraw outstanding grievances related to Christmas Eve and/or weather related issues for compensatory time for years 2013 and 2014, with prejudice. The City agrees to compensate all employees who did not receive compensatory time for years 2013 and 2014 with a total of four hours of compensatory time.

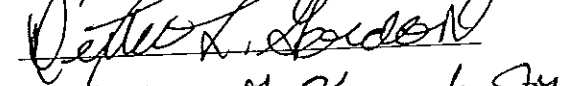
The parties have reached this tentative agreement and understand that such is subject to the ratification by the City and Unit 3. The negotiating committees of the City and Unit 3 agree to recommend these terms and conditions of agreement to their respective bodies for ratification.

City of Vineland



IBEW Local 210 Unit 3





William D. Kennedy, Jr.

Article 32 – Health Benefits

§1. The City shall provide health insurance to all employees and their eligible dependents subject to any employee contribution or co-pay as required by New Jersey law. The City shall continue to provide a health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees and all other benefits included in the New Jersey State Health Benefits Program (SHBP). Employees will be subject to any co-payment established by the medical coverage selected by the employee. 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 New Jersey State Health Benefits Plan.

§2. Effective January 1, 2015, §1 shall be eliminated and the City shall provide health insurance to all employees and their eligible dependents subject to any employee contribution or co-pay as required by New Jersey law. Employees may transfer from plan to plan during open enrollment. The benefits are more specifically provided for and explained in a brochure available to employees. Employees will be subject to any co-payment established by the medical coverage selected by the employee. 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.

§3. The City shall provide a generic prescription plan for employees and their eligible dependents. A federally approved generic equivalent, if available, will be dispensed for name brand unless an employee's physician specifically requires name brand. An employee who receives name brand when generic is available shall pay the cost difference between the name brand and generic, except if the attending physician specifies no substitute for name brand. This cost will not be applied to the employee's deductible. The co-pays are as follows:

<u>Name brand, including mail order</u>	<u>Generic</u>
\$25.00	\$15.00

§4. An employee who retires with at least 25 years of creditable service in the New Jersey Public Employees Retirement System shall receive the same prescription coverage as active employees, which may change from time to time, until said employee:

- a. Obtains employment having prescription coverage comparable to active employees. However, retired employees may re-enroll in the City prescription program given to active employees should said employment cease; or
- b. Becomes eligible for a federal or state prescription program, such as Medicare.

§5. Employees and their eligible dependents shall receive a basic dental care plan and choose from among a customary Delta 50/50 Dental Plan, Delta-Flagship Health Systems, Inc. or Delta Preferred Provider Option, or their successors.

§6. Employees on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, are responsible for payment of their portion of said health benefit premiums in accordance with the applicable regulations and City Policy.

§7. The City retains the right to select the insurance carrier or to be self-insured for the provision of any health benefits. Any change in insurance provider that is not substantially equivalent to the level of benefits or administrative procedures currently in place will be subject to negotiation.

§8. The City shall make available a supplemental temporary disability insurance program to employees. This supplemental temporary disability insurance program shall be fully paid for and funded by the employees who choose to participate in the program. The City shall help administer such program, but shall not be under any obligation to fund or maintain the program in any way, in whole or in part. One Union representative shall be selected by the Union Business Manager to attend presentations, requests for proposals and provide input to the City in the selection of the temporary disability insurance carrier. However, the City reserves the unilateral right to select such carrier.

§9. The City offers a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, whereby employees who receives health benefits from an entity other than the City may waive City provided health benefits and receive an incentive as follows:

	<u>Medical</u>	<u>Prescription</u>
Family Coverage Incentive:	\$1,500	\$1,000
Husband/Wife Coverage Incentive:	\$1,300	\$650
Parent/Child Coverage Incentive:	\$1,400	\$650
Single Coverage Incentive:	\$750	\$400

The waiver incentive shall be considered a supplemental pay and subject to a flat tax in accordance with IRS rules. The City's policy to allow employees to waive coverage and the amount of the incentive is not negotiable and is subject to change from time to time. The City also reserves the right to discontinue the waiver payment at any time. In addition, in the event spouses or civil union partners are both employed by the City, health insurance coverages provided herein, including but not limited to the Prescription Plan, shall be afforded to only one designated spouse with the other spouse covered as a family member. Further, eligible children can only be covered by one participating subscriber. No waiver payment shall be paid to any employee whose spouse or civil union partner is also employed by the City and receives his/her health insurance from the City.

Employees who waive coverage under these provisions may immediately resume City provided health benefits if they lose their health benefits with the other entity.

§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'.

ARTICLE 35 - WAGES

§1. Wages

a. Effective January 1, 2014, employees shall receive a one and six-tenths (1.6%) percent increase to the employee's base salary. This increase shall apply to the employee's base salary only and shall not apply to any overtime received during calendar year 2014.

b. Effective January 1, 2015, employees shall receive a one and six-tenths (1.6%) percent increase in their base wages.

c. Effective January 1, 2016, employees shall receive a one and six tenths (1.6%) increase in their base wages.

d. Effective January 1, 2017, employees shall receive a one and six tenths (1.6%) increase in their base wages.

e. All wage increases shall be retroactive to the dates set forth above and shall be provided to all employees still employed by the City of Vineland as of the ratification of this agreement by both parties and to those employees who have retired from the bargaining unit. No employees who have otherwise left the employ of the City of Vineland shall be entitled to retroactive pay.

§2. No change.

§3. Supervisor Equity Adjustment.

Add the following:

Effective January 1, 2015, this §3 shall be deleted and supervisory equity adjustments shall no longer be provided.