

RESOLUTION NO. 2020 - 463

A RESOLUTION APPROVING AGREEMENT WITH THE
VINELAND POLICE CAPTAINS ASSOCIATION FROM
JANUARY 1, 2020 THROUGH DECEMBER 31, 2021.

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 November 10, 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, 2021 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

VINELAND POLICE CAPTAINS ASSOCIATION

This Memorandum of Agreement (MOA) is made between the City of Vineland (the City) and the Vineland Police Captains Association (VPCA).

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

The City and VPCA 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 VPCA agree that the following changes shall be made in the existing agreement:

1. Article 1 – Recognition

No change.

2. Article 2 – Management Rights

No change.

3. Article 3 – Maintenance of Standards

No change.

4. Article 4 – Association Representatives and Members

No change to amount of time off but will add the following:

“In addition, employees shall be granted leave time in accordance with N.J.S.A. 40A:14-177 which provides for a leave of absence with pay to two (2) members of the bargaining unit who are affiliated with the New Jersey State Policemen’s Benevolent Association, Inc. or Fraternal Order of Police, to attend any State or national convention of such organization. A certificate of attendance shall be submitted upon request. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention, provided that such leave shall be for no more than seven days.”



5. Article 5 – Check Off

No change.

6. Article 6 – Bulletin Boards

No change.

7. Article 7 – Nondiscrimination

No change.

8. Article 8 – No Strike Pledge

No change.

9. Article 9 – Wages

See Exhibit “A”

10. Article 10 – Pay Period

Revise Section 1 to read: “The City shall, in its discretion, pay employees weekly or bi-weekly on the applicable Friday provided that weekly or bi-weekly pay is instituted for all City employees and 60 days’ notice is given to employees. Should the payroll office be scheduled for closure on a Friday, paychecks shall be issued on the preceding day.”

11. Article 11 – Vacations

Add to §2. Nevertheless, a Captain may, at his/her option, carry over up to forty (40) hours which shall be determined based upon his/her assignment into the next calendar year for use on or before March 31st of that year.

Revise Section 5 as follows:

§5. Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number as accrued during the year of termination **and any time accumulated and unused from the prior year in accordance with Section 2 above.**

An employee who terminates employment with the City must be on the City payroll at least 15 days during the month of termination to be credited for the vacation leave for the month.

No other changes.



12. Article 12 – Holiday Pay

Revise Section 3 to read:

An employee who works for any reason on a paid holiday will not receive any additional compensation. However, the employee may reschedule any time worked on a paid holiday for equivalent time off during the same pay period, not to exceed eight hours, so long as it does not unduly disrupt the operations of the Police Department business.

13. Article 13 – Education and Training Incentives

Revise to read “Education Incentives have been eliminated through negotiations”

NEW: Voluntary Physical Fitness Incentive Program.

Effective January 1, 2021: The City, with input from the VPCA, PBA 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.

14. Article 14 – Travel Allowances

No change.

15. Article 15 – Court Time

For clarification, revise to read:

Captains shall report to court if required for the performance of their duties and/or directed by the Chief of Police. No additional compensation shall be paid to any Captain for Court time.

16. Article 16 – Sick Leave

No change.

17. Article 17 – Funeral Leave

No change.

18. Article 18 – Personal Leave

Section 1 – change “32 personal leave hours” to “36 personal leave hours”

Add: 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.

19. Article 19 – Leave of Absence and Military Leave

No change.

20. Article 20 – Uniform Maintenance Allowance

Revise to read “This benefit has been eliminated through negotiations. Employees shall maintain their uniforms in good and clean condition.”

21. Article 21 – Overtime

No change.

22. Article 22 – Retirement

No change.

23. Article 23 – Health Benefits

No change.

24. Article 24 – Grievances

No change.

25. Article 25 – Extracontractual Agreements

No change.

26. Article 26 – Severability

No change.

27. Article 27 – Conclusion of Collective Negotiations

No change.



28. Article 28 – Workweek

No change.

29. Article 29 – Random Drug Testing

No change.

30. Article 30 – Jury Duty

No change.

31. Article 31 – Acting Assignments

For purposes of clarification, revise language to read as follows:

“If both the Chief of Police and Deputy Chief of Police are absent, the senior ranking on-duty captain may be assigned by the Chief of Police to act in his stead. In such event, the senior ranking on-duty captain shall perform the normal and customary duties of the Chief of Police and shall be paid \$55 per day for time in that position, provided that a minimum of four hours are worked in the acting position.”

32. Article 32 – Essential Personnel

No change.

33. NEW ARTICLE 33 – Personnel Records

Section 1. Effective upon the signing of this Agreement, each employee shall receive a copy of any reprimand, adverse documentation or commendation that becomes part of an employee’s personnel file. The employee shall acknowledge said material by signing the material. This acknowledgment shall not be construed as the employee agreeing with the contents of said material unless specifically stated. If the employee refuses to acknowledge such material, it will still be included in the employee’s personnel file with a notation that he/she was given the opportunity to acknowledge and respond, but refused.

Section 2. An employee has the right to examine the file upon prior notice to the custodian and at a time convenient to the employee and the custodian of the file. Said examination shall be conducted in the presence of the custodian to the file.

Section 3. The City shall protect the confidentiality of personnel files except that the City may use such personnel files in connection with its function as a public employer.

Section 4. Medical records are covered by the Federal Confidentiality Act.



34. NEW ARTICLE 34 – Vehicles

Captains shall be assigned a vehicle and permitted to take it home provided the Captain lives within 15 miles of the City limits, which shall be measured “as the crow flies.”

35. NEW ARTICLE 35 – Police Bill of Rights

Section 1. Employees hold a unique status as police officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

Section 2. In the event any complaints are made or investigations required based upon complaints received against an officer, by any individual, said complaints shall be processed and investigations shall comply with the New Jersey Attorney General’s Guidelines for Internal Affairs Investigations.

36. Article 36 – Term of Agreement

January 1, 2020 through December 31, 2021

37. Exhibit “A” – Wage Schedules

Effective January 1, 2020, the City shall provide an additional \$31,148 in new money to be distributed to the Captains as set forth below. This amount represents a 5% increase on the Captain’s prior base unit salaries plus an additional \$5,200 to be provided in exchange for the elimination of the uniform maintenance allowance.

<u>2020 Salaries</u>	
Adam Austino	\$141,347
Lene Bowers	\$137,256
Steven Triantos	\$136,256
David Cardana	\$135,256

Effective January 1, 2021, all Captains shall remain frozen at their 2020 rate of pay.

Any new Captain promoted during the term of this Agreement shall receive an annual salary of \$135,000.

College Credit Benefits have been eliminated through negotiations.

This MOA is subject to the ratification of the members of the VPCA and approval of the City Council of the City of Vineland. The bargaining members of the VPCA 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.

VPCA

CITY

DATE: 11-12-20

DATE: 11/10/2020

SALARY CALCULATION

2019 Salaries:

Adam Austino	\$135,467
Lene Bowers	\$128,500
Steven Triantos	\$128,500
David Cardana	\$126,500

TOTAL: \$518,967

2020 Increase:

5% Increase	\$ 25,948
Uniform	\$ 5,200

TOTAL NEW: \$ 31,148

DISTRIBUTED AS FOLLOWS:

2020 Salaries:

Adam Austino	$\$140,047 + \$1,300 = \$141,347$
Lene Bowers	$\$135,956 + \$1,300 = \$137,256$
Steven Triantos	$\$134,956 + \$1,300 = \$136,256$
David Cardana	$\$133,956 + \$1,300 = \$135,256$

2021 Salaries:

No increase.

