# RESOLUTION NO. 2022 - <u>442</u>

# A RESOLUTION APPROVING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 210, UNIT-1 FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2026.

WHEREAS, the International Brotherhood of Electrical Workers (IBEW), Local 210, Unit-1 is the sole and exclusive representative of certain City of Vineland employees of the Electric Utility 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-250 and RO-251 by the NJ Public Employment Relations Commission dated May 25, 1971, as follows:

All blue-collar employees employed by the City of Vineland in the Electric Utility Distribution Division, Overhead Lines and Tree Trimming and Utility Generating System, but excluding officer clerical, craft and professional employees, policemen, Managerial executives, supervisors within the meaning of the Act and all other employees; and

WHEREAS, negotiations have been undertaken, and an agreement has been reached between the City of Vineland and IBEW, Local 210, Unit-1 with ratification of the attached Memorandum of Agreement (MOA) by the Union on October 5, 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, 2023 through December 31, 2026 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

# IBEW LOCAL 210, UNIT-1

This Memorandum of Agreement (MOA) is between the City of Vineland (City) and IBEW Local 210, Unit-1 (Unit-1). This MOA is entered into this day <u>October 6, 2022</u>.

The City and Unit-1 agree to extend the current Unit-1 Collective Bargaining Agreement, which will expire on December 31, 2022, for **four** additional years. The City and Unit-1 have reached a tentative agreement as to changes to be included, and the purpose of this Memorandum of Agreement is to confirm those changes as follows:

### Article 7 - Check-Off and Agency Shop

§2. Change "shall" to "may voluntarily" in accordance with Janus.

# Article 22 - Call-In Pay

Revise §1 into two sections as follows:

- §1. An employee who is called in for work at a time other than his/her regular work period shall be paid the prevailing overtime rate but with a minimum pay of five hours at straight time, provided the assigned work performed is within classification. Should management reasonably foresee the need for an employee to complete more tasks than the initial call-in, the employee may be required to remain at work until the completion of all assigned tasks, and all such work shall be considered one call-in.
- §2. If an employee completes assigned tasks and is called back to complete additional tasks within one hour of being released from duty, the employee shall return and complete the additional tasks, which shall be considered the same call-in. This one-hour call back provision may only be used once per call-in. If the employee fails to return to work, then the minimum pay provision as set forth in §1 above shall be forfeited, and just regular overtime shall be paid in accordance with Article 20. If an employee is called back after one hour of release, it shall be a new call-in, and proper overtime procedures shall be followed. Management retains the right to regulate repetitive call-ins.

# Article 23 - Meals

Add to beginning of Article:

The meal ticket program currently administered in accordance with this Article shall be abolished. In lieu of such meal ticket program, a meal payment shall be issued through payroll in the amount of \$13 to employees who meet the terms, conditions and requirements of the existing language as set forth in this Article.

MOA: City & Unit-1

Sections 2 and 14 regarding the meal cost average shall be deleted. The remaining sections shall be renumbered

# Article 24 - Holidays

§1 Add Juncteenth as a holiday

# Article 43 - Health Benefits

§1 Remove Aetna, since Aetna is no longer available under the State Health Benefits Program

Add to §4

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 48 - Wages

2023	3 75% wage increase
2024	3 75% wage increase
2025	3.75% wage increase
2026	3.75% wage increase

# Article 51 - Term of Agreement

Four years.

# Exhibit "A" - Wage Schedule - Generation Division

Add "Apprenticeship Program" to last two titles in Generation Division as noted in Appendix "G".

# No Other Changes to Agreement

The parties have reached this tentative agreement and understand that such is subject to the ratification by the City and Unit-1. The City and Unit-1 representatives agree to recommend these terms and conditions of agreement to their respective bodies for ratification.

**City of Vineland** 

IBEW Local 210, Unit-1