

RESOLUTION NO. 2023 - 17

A RESOLUTION APPROVING AN EMPLOYEE AGREEMENT WITH PEDRO CASIANO, CHIEF OF POLICE, FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2023 IN ACCORDANCE WITH N.J.A.C. 4A:4-1.6(b)(3).

WHEREAS, on November 12, 1952, Ordinance No. 39 was adopted and established the position of the Chief of Police of the Vineland Police Department for the City of Vineland;

WHEREAS, the City of Vineland recognizes and employs Pedro Casiano as the full-time Chief of Police of the Vineland Police Department in accordance with N.J.A.C. 4A:4-1.6(b)(3); and

WHEREAS, the position of Chief of Police shall be classified as a “managerial executive” position, and therefore not permitted in any collective bargaining unit; and

WHEREAS, the City desires to have clearly defined salaries, benefits and other terms and conditions of employment for such employees; and

WHEREAS, the City desires to memorialize the salary, benefits and other terms and conditions of employment provided to Pedro Casiano.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that an employee agreement concerning salary, benefits, and other terms and conditions of employment with Pedro Casiano is approved from January 1, 2023 through December 31, 2023 in accordance with N.J.A.C. 4A:4-1.6(b)(3), and the execution thereof for and on behalf of the City of Vineland is hereby authorized and directed in the form and substance similar to the attached; 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:

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President of Council

ATTEST:

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City Clerk

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

CHIEF OF POLICE

January 1, 2023 through December 31, 2023

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This Agreement dated \_\_\_\_\_, shall be in accordance with N.J.A.C. 4A:4-1.6(b)(3), by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as the “City” and Pedro Casiano, Jr., the City of Vineland Chief of Police, hereinafter referred to as the “Chief”.

### **Article 1 - Recognition**

It is the intention of the parties that this Agreement be construed in harmony with New Jersey statutes, Civil Service Commission rules and regulations, City ordinances, and Police Department rules and regulations and the Vineland Police Captains Association agreement, but no City ordinance or Police Department rule and regulations shall amend or alter any provision of this Agreement.

For the purposes of this Agreement, the Chief is pursuant to the Civil Service Commission described as the “Chief of Police” of the Vineland Police Department.

### **Article 2 - Management Rights**

It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the City, including the right to enforce rules and regulations, policies or other statements of procedure not inconsistent with this Agreement or the laws and constitutions of the State of New Jersey and the United States, whether or not such enforcement has occurred in the past.

### **Article 3 - Maintenance of Standards**

The City will not seek to diminish or impair any benefit or privilege not covered by this Agreement but provided by law, rule or regulation for the Chief without prior notice to the Chief and when appropriate without negotiation with the Chief unless required by law. This Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.

### **Article 4 - Fully Bargained Provision**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable issues. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

In the event of any conflict or dispute between the parties, an initial attempt to resolve the matter shall be made through non-binding alternative dispute resolution. If not settled, the parties may proceed to binding arbitration in accordance with the rules of the American Arbitration Association.

### **Article 5 - Extra-Contractual Agreements**

The City shall not enter into any other agreement with the Chief, which in any way would conflict with the terms and conditions set forth in this Agreement.

### **Article 6 - Severability**

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

### **Article 7 - No-Strike Pledge**

Neither the Chief nor any person acting on his behalf will cause, authorize, or support any strike. (e.g., the concerted failure of an employee to report for duty, willful absence from their position, work stoppage or abstinence in whole or in part from the full faithful and proper performance of the employee's employment duties). Such participation in any strike related activity as specified will constitute a material breach of this Agreement, and be grounds for termination, subject to the grievance procedure set forth in the City Policy Manual.

### **Article 8 - Responsibilities of Chief**

Pursuant to state law, the ordinances of the City and the rules and regulations as established by the appropriate authority, the responsibilities of the Chief shall include:

1. Perform duties in a diligent manner in conformance with N.J.S.A. 40A:118, other relevant state laws, City ordinances and Vineland Police Department rules and regulations.
2. Conduct and manage the day to day operations of the Police Department.
3. Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the Police Department, its officers and personnel.
4. Have, exercise and discharge the functions, powers and duties of the Police Department.
5. Delegate such authority as he may deem necessary for the efficient operation of the Police Department to exercise under his direction and supervision.
6. Prescribe the duties and assignments of all subordinates and other personnel.
7. Report at least monthly in the manner prescribed by the appropriate authority to the appropriate authority as to the operation of the Police Department during the preceding month.
8. Act in an advisory capacity as requested for contract negotiations, grievances, budget, grants, scheduling, hiring/termination of personnel, training, equipment and systems operations, purchases and acquisitions, civic and community affairs, City of Vineland sponsored events in which the Chief is required or requested for participation in same.
9. Perform any and all duties required of the position of the Chief.

### **Article 9 - Workweek**

The Chief is hereby designated as an exempt employee for the purpose of receiving overtime and compensatory time under the Fair Labor Standards Act. The Chief shall normally work 40 hours per week and his employment shall be based on a seven day work period. However, due to the nature and complexity of the job, the hours of the Chief's work week shall be flexible. The Chief's normal work week shall consist of eight hours per day, Monday through Friday and any additional hours needed to fulfill the Chief's responsibilities which may take place during traditional non-working hours. As an exempt employee, the Chief shall not receive overtime compensation or compensatory time for any hours worked in excess of 40 hours per week. This shall include, but not be limited to, responding to police emergencies, police incident calls or any other duties in connection with his position of the Chief of Police. The Chief is deemed to be on-call at all times, except when unavailable and so excused by the Mayor.

### **Article 10 - Essential Personnel**

The Chief is an essential personnel and, therefore, is expected to report to work and work his 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, the Chief shall receive no additional compensation or time off for reporting to work and working his 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.

### **Article 11 - Overtime and Compensatory Time**

As provided for under Article 9 of this Agreement, the Chief is designated an exempt employee under the Fair Labor Standards Act and shall not be entitled to overtime or compensatory time for any hours worked in excess of 40 in a workweek.

### **Article 12 - Travel Allowances and Assigned Vehicle**

§1. Due to the employment conditions of the Chief, the City shall provide the Chief with full and unlimited 24 hour use of an unmarked police vehicle. The vehicle shall be a Police Department issued fleet style automobile with such safety and emergency equipment needed for police work. The City shall pay for all expenses associated with the operation and full maintenance of the vehicle such as auto insurance, tires, gas, oil changes and standard preventive maintenance. The vehicle shall not be used by anyone other than the Chief, except that the Chief may designate other Police Department employees, as appropriate, to use the vehicle for a designated police purpose.

§2. In the event the Chief uses his personal vehicle, the City shall reimburse the Chief for necessary travel expenses incurred while on City business consistent with the Travel and Training Policy of the Policy Manual.

§3. The Chief will be reimbursed mile for mile for the use of his personal vehicle while on City business at the prevailing IRS rate. In order to receive reimbursement, the Chief shall complete and submit the appropriate travel form pursuant to City Policy.

### **Article 13 - Professional Development**

1. The Chief shall be permitted to attend and be compensated for at his regular salary, any school, seminar, or in-service training conducted or sponsored by the International Association of Chiefs' of Police, New Jersey State Association of Chiefs' of Police, New Jersey State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature provided that the training is beneficial to the Police Department. All such expenses shall be paid for or reimbursed in accordance with the City's travel and training policy.
2. The City shall grant time off, including travel time, and pay all associated and reasonable expenses for the Chief to attend: (1) the monthly and annual New Jersey State Association of Chiefs of Police Training Conference; (2) the annual International Association of Chiefs of Police Conference; (3) the quarterly and annual FBINA meetings and conference; and the monthly Prosecutors Office Chiefs Association meetings. If the Chief attends a conference or meeting at the City's expense, the Chief shall provide the City with proof of expenses for attending such conference, by way of receipts or vouchers. In addition the City agrees to allow the Chief to attend any meetings required of him as a result of him holding any executive officers position within the above associations,
3. Membership Dues and Assessment: The City shall also pay for the Chiefs' membership dues and any other membership assessments for the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police and the FBI National Academy Associates. The amount of membership dues or meeting assessment shall not exceed the actual cost.

### **Article 14 - Legal Defense and Liability Insurance**

- §1. The Chief shall be covered by appropriate police and professional and general liability insurance purchased by the City. The City shall provide legal representation to the Chief if litigation should develop as a result of actions performed in the line of duty as a City employee. Additionally, the City shall indemnify and hold harmless the Chief from any liability for personal injury or property damage which may result from actions undertaken by the Chief during the normal course of business to the extent provided by the limits of the City insurances referenced in this Article.
- §2. In the event that the Chief of Police utilizes counsel other than that supplied by the City, the fees and costs shall be agreed upon by the City and attorney prior to the attorney performing such services.

### **Article 15 - Vacations**

- §1. The Chief shall receive 208 vacation leave hours annually, for his continuous service with the City, except as otherwise provided herein.

- §2. Where in any calendar year, vacation leave or any part thereof is not granted nor taken due to pressure of Police Department business, as determined and approved by the appropriate authority, such vacation leave shall accumulate and may be taken during the next succeeding calendar year only.
- §3. Vacation pay will be granted to the Chief upon termination of his employment. The number of hours to be paid will be the proportional number as accrued during the year of termination. The rate of vacation pay shall be based on the Chief's regular rate of base pay.

**Article 16 - Holiday Pay**

- §1. Effective upon ratification of this Agreement, in lieu of paid holidays off, the Chief shall receive 14 paid work shifts off annually. If the Chief does not work a full year, holiday in-lieu time will be prorated based on the number of holidays occurring while the Chief is active on the payroll. The use of holiday in-lieu time shall not unduly disrupt the day-to-day operations of the Police Department.
- §2. 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
Juneteenth	Day After Thanksgiving
Independence Day	Christmas Day
- §3. The official observed day shall be the actual holiday or the weekday closest to any actual holiday occurring on a weekend. If the Chief works for any reason on an actual or observed holiday, he will not receive any additional compensation.

**Article 17 - Personal Leave**

The Chief shall receive 36 personal leave hours annually. Personal leave shall not accumulate from year to year nor shall it be paid out to the Chief upon separation of employment.

**Article 18 - Funeral Leave**

- §1. The Chief shall receive leave with pay for up to a maximum of five calendar days in the event of the death of the Chief's spouse, civil union spouse, domestic partner, son, daughter, mother, father, step-mother, step-father or step-child.
- §2. The Chief shall receive leave with pay for up to a maximum of three calendar days in the event of the death of the Chief'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. The Chief, if notified while on-duty and 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 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 Chief 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 Chief 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 Chief's five-day work cycle, the Chief may use sick leave to cover that work cycle.
- §5. Sick leave taken under this Article shall not count toward the sick leave threshold outlined in Article 19, §4 (Verification of Sick Leave).

### **Article 19 - Sick Leave**

§1. Service Credit for Sick Leave. The Chief shall be entitled to sick leave with pay as specified hereunder.

- A. Sick leave for purposes herein is defined to mean absence from work of the Chief because of personal illness by reason of which he is unable to perform the usual duties of the position. Sick leave may be used by the Chief when unable to work because of:
  - 1. Personal illness or injury.
  - 2. Exposure to contagious disease.
  - 3. Care, for a reasonable period of time of a seriously ill member of the Chief's immediate family. "Immediate family" is defined by N.J.A.C. 4A: 1-1.3 as employee's spouse, child legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father in law, mother in law, and other relatives residing in the employee's household. The City also recognizes step-father and step-mother to be part of the immediate family or other near relative.
  - 4. Death in the Chief's immediate family for a maximum of three days.
- B. If the Chief is incapacitated and unable to work because of an injury sustained in the performance of his duties, as evidenced by a certificate of a City-designated physician or other physician acceptable to the City, he shall be granted in addition to annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of eight months or so much thereof as may be required, as evidenced by certificate of a City-designated/acceptable physician but not longer than a period of which worker's compensation temporary disability payments are allowed.

If at the end of such eight month period, the Chief is unable to return to duty, a certificate from the City-designated/accepted shall be presented, certifying to this fact, and the Chief may elect if he so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave and allowance will approximate the Chief's regular basic wage.

During the period in which the full salary or wages of the Chief on disability leave is paid by the City, any compensation payments made to or received by or on behalf of the Chief shall be deducted from the amount carried on the payroll for the Chief or shall be assigned to the City by the insurance carrier or the Chief.

Whenever the City-designated physician acceptable to the City shall report in writing that the Chief is fit for duty, such disability leave shall terminate and the Chief shall forthwith report for duty.

Furthermore, if the Chief, during the period of his disability is fit to perform "other" light duties, the City may, at its discretion, allow or require the Chief to perform these light duties. The Chief's ability to perform such light duties shall be determined by a City-designated physician acceptable to the City. The Chief if authorized to report on "light duty" shall do so.

The Chief while on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he remains on the payroll.

§2. Amount of Sick Leave. The Chief shall receive 120 sick leave hours annually, pursuant to N.J.A.C. 4A:6-1.3, as long as he remains actively employed. If the Chief is separated from employment, the 120 hours shall be prorated at 10 hours for each full month of employment.

Any sick leave not used in any calendar year shall accumulate to the Chief's credit from year to year to be used if and when needed for such purpose.

§3. Reporting of Absence on Sick Leave. Notification will be done in accordance with Police Department rules and regulations.

§4. Verification of Sick Leave. The Chief may be required to submit medical evidence substantiating the illness from a physician acceptable to the City when he is absent on sick leave for five or more consecutive days, 10 or more days in one calendar year or whenever there is reason to believe that he is abusing sick leave. The City may also require the Chief to be examined by a physician designated and paid for by the City.

- a. In case of a leave of absence due to exposure to contagious disease, a certificate from the City-designated physician shall be required prior to the Chief's return to work.
- b. The City may require the Chief if absent because of personal illness, as a condition of return to work, to be examined at the expense of the City, by a physician designated by the City. Such examination shall establish whether the Chief is capable of performing his duties and that his return will not jeopardize the health of other employees.

§5. Payment of Accrued Sick Leave at Death. The City will pay upon the death of the Chief, if active on the payroll, 50% of all accrued and unused sick leave pay up to a maximum of \$15,000.

### **Article 20 - Uniform Maintenance Allowance**

The Chief shall receive an annual uniform maintenance allowance in the amount of \$1,450. The City shall pay said allowance in the first full payroll period of December. If the Chief works for less than one full year, then such amount shall be prorated for the period worked.

## **Article 21 - Retirement**

For purposes of this Article, retirement shall mean an approved pension documented by the New Jersey Division of Pensions and Benefits, Department of Treasury. Pensions can be in the form of service retirement, early retirement options, special retirement, veterans retirement, ordinary disability and accidental disability retirement.

1. The Chief retiring either on the regular pension or disability shall be paid for all accumulated vacation.
2. In case of death of the Chief, there shall be paid to the widow, beneficiary or estate, the amount due for any and all unused vacation, compensatory time coming and pay period due.
3. At retirement, the City shall pay the Chief 50% of all accrued and unused sick leave up to a maximum of \$15,000.
4. This supplemental compensation payment shall be computed at the rate of one-half (1/2) accumulated unused sick days multiplied by the Chief daily rate of pay which is based upon the average annual base compensation received during the last year of his employment, prior to the effective date of retirement, provided however, that no such lump sum supplemental compensation payment shall exceed the amounts as specified above.
5. Payment shall be made promptly if funds are available, but not later than one month after the final adoption of the City budget for the year succeeding the effective date of retirement of the Chief. The Chief shall receive supplemental compensation payment for sick leave as indicated above in the year of retirement if the City is notified in July preceding the fiscal budget year which begins the following January. Payment will be computed in accordance with City Ordinance No. 90-74 and paid in accordance with said original Ordinance No. 1005 and the amendments thereto, including No. 90-74, if advance notice is not provided as above stated.

## **Article 22 - Health Benefits**

- §1. The City shall provide health insurance to the Chief and his eligible dependents subject to any employee contribution or co-pay as required by New Jersey law. The Chief may transfer from plan to plan during open enrollment. The Chief 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 similar to the plans and coverages provided from time to time under the current plan.

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 Chief chooses a plan with a higher premium, the Chief 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.

- §2. The City shall provide a generic prescription plan to the Chief and his eligible dependents subject to any employee contribution or co-pay as required by New Jersey law. A federally approved generic equivalent, if available, will be dispensed for name brand unless the Chief's physician specifically requires name brand. If the Chief receives name brand when generic is available, the Chief 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 Chief's deductible. The co-pays are as follows:

Name brand, including mail-order  
\$25.00

Generic, including mail-order  
\$15.00

- §3. Upon retirement, the Chief shall receive the same prescription coverage as active employees, which may change from time to time, until the Chief:
- a. Obtains employment having prescription coverage comparable to active employees. However, the retired Chief 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.
  - c. Receives prescription coverage as a retiree through the SHBP.

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

- §4. The Chief and his 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.
- §5. If the Chief should go on an approved Leave of Absence, the Chief shall be responsible for his share of the payment of said health benefits in accordance with City Policy.
- §6. The Chief shall pay a cost contribution for Health Insurance Plan coverage's 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 the Chief's payroll checks. The City shall establish and adopt a Section 125 Plan so that said contribution would be 'pre-tax'. Specifically, the Chief shall contribute a percentage of the premium as follows:

Salary Range	Single	Member/Spouse/Partner & Parent/Child	Family
110,000 and over	35.00%	35.00%	35.00%

- §7. The Chief, if he so chooses, may waive all, or a portion, of the health benefits provided by this Agreement. In the event of a waiver, a waiver fee will be paid to the employee 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.

**Article 23 - Random Drug Testing**

Any random drug testing administered by the Police Department shall maintain the privacy of the Chief's personal information via a sealed envelope and comply with all applicable laws, notably the Americans with Disabilities Act and the Federal Confidentiality Act, as well as NJ Attorney General Guidelines and City Policy.

**Article 24 - Salary**

Effective January 1, 2023, the Chief's annual base salary shall be \$195,000.

**Article 25 - Pay Period**

The City shall, in its discretion, pay the Chief 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 the Chief. Should the payroll office be scheduled for closure on a Friday, paychecks shall be issued on the preceding day.

**Article 26 - Term of Agreement**

This Agreement shall be in full force and effect as of January 1, 2023 and shall remain in effect to, and including, December 31, 2023. This Agreement will remain in force until such time as it is re-negotiated by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers the day and year first above written.

By:

City of Vineland

Chief of Police

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Pedro Casiano

ATTEST:

\_\_\_\_\_  
Municipal Clerk