

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

VINELAND SUPERIOR OFFICERS ASSOCIATION

An Employee Representative

January 1, 2014 through December 31, 2017

Changes are in **Bold**

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This Agreement dated **February 12, 2015** by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as the “City” and the Vineland Superior Officers Association, herein after referred to as the “VSOA”.

### **Article 1 - Recognition**

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

The City recognizes the VSOA as the sole and exclusive representative of those certain employees of the Police Department of the City for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment. For the purposes of this Agreement, an employee or employees are those employees in the following titles pursuant to Certification Docket No. RO-88-35 by the New Jersey Public Employment Relations Commission (PERC) dated January 13, 1988, as authorized by the New Jersey Employer-Employee Relations Act of 1968, as amended:

All superior officers employed by the City of Vineland Police Department whose titles are included in the Superior Officers Unit, specifically including employees serving in the grades of sergeant and lieutenant, but excluding all managerial employees within the meaning of the Act, all non-police, non-supervisory police officers, all other employees included in any other collective negotiations unit, and all other employees employed by the City of Vineland.

The City acknowledges that the Police Captains have established a new representative bargaining unit, as authorized by the New Jersey Employer-Employee Relations Certification Docket No. RO-93-89, dated December 28, 1992.

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

§1. 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. The act of the City of Vineland at any time or times in refraining to enforce its rights under said rules, regulations, policies or other statements of procedures shall not be construed as having created a custom or practice contrary to said rules, regulations, policies or other statements of procedure or as having waived or modified said rules, regulations, policies or other statements of procedure.

Accordingly, the City hereby retains and reserves unto itself, or through and by the Chief of Police, Director of Public Safety or designees, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. the executive management and administrative control of the City and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;

- b. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to Civil Service regulations;
- c. the reprimand, suspension, demotion or discharge of employees or other disciplinary action;
- d. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to Civil Service regulations;
- e. the determination of the number of employees and of the duties to be performed, in accordance with applicable Civil Service regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
- f. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
- g. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the City;
- h. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
- i. the determination of the amount of overtime to be worked;
- j. the determination of the methods, means and personnel by which its operations are to be conducted;
- k. the determination of the content of work assignments;
- l. the exercise of complete control and discretion over its organization and the technology of the performance of its work; and
- m. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the City.

§2. 7K Exemption. As required by law, the City adopted provisions of the Fair Labor Standards Act (FLSA) on September 27, 1985. And as such, elected to adopt the 7K exemption provision of the FLSA, specifically, the 171 hour - 28 day cycle portion.

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

§1. With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement any benefit, privilege or working condition as provided by law, rule or regulation for employees without prior negotiations with the VSOA, provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights clause of this Agreement.

§2. Employees shall retain all civil rights under New Jersey State and Federal Law.

### **Article 4 - VSOA Representatives and Members**

Authorized **VSOA** representatives, whose names shall be filed in writing with the Director of Public Safety and the Chief of Police, shall be permitted by appointment with the exception of emergencies to visit Police Headquarters or the Office of the Director of Public Safety for the purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Shift Commander or, in his/her absence, his/her authorized representative.

The **VSOA** representative shall not interfere with the normal conduct of the work of the Police Department.

The **VSOA** President shall be granted leave with pay of up to three hours to conduct **VSOA** business or attend **VSOA** related seminars as approved by Chief of Police, which approval shall not be unreasonably denied. Any hours not used in a month may accrue to the next month provided, however, that no more than eight hours shall accrue at any one time.

#### **Article 5 - Check Off**

- §1. Pursuant to N.J.S.A. 52:14-15.9e, employees who are VSOA members may authorize voluntarily and in writing to the proper disbursing officer of the City, to have customary dues deducted from their compensation and paid to the VSOA.
- §2. Pursuant to N.J.S.A. 34:13A-5.5, employees who choose not to be VSOA members shall have deducted from their compensation a representation fee in lieu of dues up to 85% of regular membership dues, fees and assessments paid by VSOA members for services rendered by the VSOA. Said deduction will commence as soon as practicable after the employee's 60th day of employment in a bargaining unit position. Said monies, together with records of any corrections, shall be transmitted to the VSOA Office during the month following the monthly pay period in which deductions were made.
- §3. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the VSOA and approved by the City during the month following the filing of such card with the City.
- §4. If, during the life of this Agreement there shall be any change in the membership dues, the VSOA shall furnish to the City two month's written notice prior to the effective date of such change.
- §5. The VSOA shall furnish the City with a copy of its "Demand and Return System" which must be established and maintained by the VSOA in accordance with the law.
- §6. The VSOA shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the VSOA pursuant to this Article.
- §7. Any such written authorization may be withdrawn at any time by filing a written notice of such withdrawal with the City's Personnel Office. Withdrawals shall become effective 15 days after such filing.

#### **Article 6 - Bulletin Boards**

- §1. The City shall furnish suitable bulletin board space in the Locker Room and in the Squad Room to be used exclusively by the VSOA.
- §2. The VSOA shall limit its postings of notices and bulletins to such bulletin boards.

- §3. The VSOA shall not post material which may be profane, derogatory to any individual, or constitute public election campaign material. All bulletin notices shall be signed by the VSOA President or designee.
- §4. Any material which the City alleges to be in violation of this Agreement shall be promptly removed by the VSOA. The matter will then be subject to the grievance procedure for resolution.
- §5. VSOA bulletin boards shall be maintained in a neat and orderly fashion by the VSOA President.

#### **Article 7 - Nondiscrimination**

- §1. The City and VSOA shall apply the provisions of this Agreement equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital status, **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.
- §2. All reference to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- §3. The City shall not interfere with the rights of employees to become members of the VSOA. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of VSOA membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this Agreement.
- §4. The VSOA recognizes its responsibility as bargaining agent and shall represent all employees without discrimination, interference, restraint or coercion.
- §5. Employees of the City agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the City and its interest; that they will cooperate with the City in promoting and advancing the welfare and prosperity of same at all times.

#### **Article 8 - No-Strike Pledge**

- §1. The VSOA nor any member or person acting in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The VSOA agrees that such action would constitute a material breach of this Agreement.
- §2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee shall be deemed grounds for termination of employment of such employee or employees, subject however to the application of the grievance procedure contained in Article 24.
- §3. The VSOA will actively discourage its members and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City by employees.

§4. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the VSOA or its members.

#### **Article 9 - Wages**

Wages will be paid in accordance with Exhibit "A" - Wage Schedule.

#### **Article 10 - Pay Period**

§1. **The City shall pay employees weekly on the applicable Friday. Should the payroll office be scheduled for closure on a Friday, paychecks shall be issued on the preceding day.**

§2. **All employees shall be enrolled in a Direct Deposit plan in accordance with procedures of the Comptroller's Office no later than 60 days after the effective date of this Agreement. After the Direct Deposit plan is implemented, paystubs may be issued on paper or paperless as determined by the Comptroller's Office.**

§3. The City shall endeavor to provide as much information on the paychecks that the employees desire within the capabilities of the computerized payroll system. Pay receipts currently specify:

- a. base pay
- b. overtime pay
- c. other payments, hours and entitlements
- d. accrued benefit time
- e. deductions
- d. year-to-date deductions.**

§4. The City will provide the Police Department with payroll checks on Thursday after 3:00 p.m. to be released Friday morning for those employees on the second and third shift only, unless that day is a holiday and then payment is to be made on the day preceding the holiday. The Police Department must provide a weekly list of the second and third shift employees who will be entitled to receive their check at 7:00 a.m. on Friday morning.

#### **Article 11 - Vacations**

§1. All employees shall receive the following annual vacation leave with pay **for their continuous service with the City**, except as otherwise provided:

- a. 120 hours after three years and up to five years of service.
- b. 152 hours after five years and up to ten years of service.
- c. 168 hours after 10 years and up to 15 years of service.
- d. 192 hours after 15 years and up to 20 years of service.
- e. 208 hours after 20 years and up to 25 years of service.
- f. 224 hours after 25 years and up to 30 years of service.
- g. 240 hours after 30 years of service.

§2. **Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Police Department's business, as determined and approved by the Director of Public Safety, or his designee, or in the event there is no such Director of Public Safety, the Chief of Police or his designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only.**

§3. An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.

§4. All vacation shall be granted, so far as practicable, in accordance with the desires of the employees. All vacation schedules must be submitted prior to May 1st of each year or 30 days before an anticipated vacation prior to May 1st of that year. Preference for vacation time shall be given to employees in order of seniority in time in grade. Anything herein before to the contrary notwithstanding, the Chief of Police or designee shall determine and approve the dates and times of vacation to be taken by the employees and shall determine, in his/her absolute discretion, how many employees hereunder can be off at the same time. Scheduled vacation can be revised and rescheduled by the employee provided there is no conflict with another employee's scheduled vacation or with the demands of the Police Department. All vacation requests made by the employee shall be responded to and returned to the employee within five working days.

§5. Vacation pay will be granted to employees terminating employment. The amount of vacation leave to be granted will be the proportional number as accrued during the year of termination.

An employee who terminates employment with the City under this contract must be on the payroll of the City at least 15 days during the month in which he/she terminates to be eligible for credit for the earned and eligible vacation leave for the month.

An employee who leaves City service before the end of a calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the City for paid vacation leave hours used in excess of his or her pro-rated entitlement. An employee who leaves City service shall only be paid for unused earned vacation leave. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

§6. An employee may choose to split one vacation day each year into two half vacation days.

#### **Article 12 - Holiday Pay**

This benefit has been eliminated through negotiations.

#### **Article 13 - Education and Training Incentives**

**See Exhibit "B" attached hereto and made a part hereof.**

### **Article 14 - Travel Allowances**

- §1. The City shall reimburse employees for their necessary travel expenses incurred while on City business consistent with the Travel Policy of the Policy Manual. Employees are expected to work the length of a normal work day while traveling, and no overtime shall be worked unless authorized and pre-approved by the Department Director.
- §2. Employees will be reimbursed mile for mile for the use of their personal vehicles while on City business at the prevailing IRS rate. A monthly travel log shall be maintained by each employee and submitted no later than 10 days into the following month to his or her Department Director for reimbursement.

### **Article 15 - Court Time**

Any employee who is required to appear during non-working hours in any court of competent jurisdiction including New Jersey State Department Divisional hearings, on City related business as directed by the Chief of Police or designee shall be compensated for total appearance hours in all courts during that 24 hour period the greater of three hours or actual hours spent in all courts, at the overtime rate of pay portal to portal.

### **Article 16 - Sick Leave**

- §1. Service Credit for Sick Leave. All employees 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 an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position. Sick leave may be used by employees who are unable to work because of:
    - i. Personal illness or injury.
    - ii. Exposure to contagious disease.
    - iii. Care, for a reasonable period of time of a seriously ill member of the employee'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. In addition, the City recognizes step-father and step-mother to be part of the immediate family or other near relative.
    - iv. Death in the employee's immediate family for a reasonable period of time.
  - b. If an employee is incapacitated and unable to work because of an injury sustained in the performance of his/her police duties, as evidenced by a Certificate of a City-designated physician or other doctor acceptable to the City, he/she shall be granted in addition to his/her annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of 365 days or so much thereof as may be required, as evidenced by Certificate of a City-designated or accepted physician, but not longer than a period of which worker's compensation temporary disability payments are allowed.

If at the end of such 365 day period the employee is unable to return to duty, a Certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the

employee may elect, if he/she 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 employee's regular basic wage or salary payment.

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

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

Furthermore, if an employee, during the period of his/her disability is fit to perform "other" light duties, the City may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a City-designated physician or other physician acceptable to the City.

Employees on job-related disability leave and authorized to return from said leave on light duty are required to report same to the Chief of Police.

- c. Any employee on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he/she remains on the payroll.

§2. Amount of Sick Leave. An employee shall receive 120 sick leave hours annually, pursuant to N.J.A.C. 4A:6-1.3, as long as the employee remains actively employed. If the employee 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 employee's credit from year to year to be used if and when needed for such purpose.

§3. Reporting of Absence on Sick Leave. If an employee is absent for reasons that entitle him/her to sick leave, the Shift Commander on duty or his/her Commander shall be notified in accordance with the Department's rules and regulations. Failure to so notify his/her Shift Commander may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. Absence without notice for five consecutive days shall constitute a resignation not in good standing.

§4. Verification of Sick Leave. An employee who shall be absent on sick leave for five or more consecutive working days or totaling more than 10 days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City. Furthermore, the City may require such an employee to be examined by a City-designated physician at the expense of the City.

- a. In case of a leave of absence due to exposure to contagious disease, a Certificate from the Department of Health shall be required prior to the employee's return to work.
- b. The City may require an employee who has been absent because of personal illness, as a condition of his/her 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 employee is capable of performing his/her normal duties and that his/her 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 an active employee an amount equal to 50% of all accrued and unused sick leave pay up to a maximum of \$15,000.00.

Payment shall be made promptly, if funds are available, but not later than one month after the final adoption of the budget of the City for the year succeeding the effective date of death of the employee.

#### **Article 17 - Funeral Leave**

- §1. Employees shall receive leave with pay for up to a maximum of **five days** in the event of the death of the employee's spouse, **domestic partner**, son, daughter, mother, father, step-mother or step-father.
- §2. Employees shall receive leave with pay for up to a maximum of **three 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 or grandparents of the spouse. Should funeral services for the deceased hereunder be held more than 500 miles away from the City of Vineland, then such funeral leave shall be for a maximum of **five days**.
- §3. To be eligible for funeral leave, the employee must attend the funeral services. At the discretion of the employee, funeral leave shall be contiguous and consecutive to either the date of death or the date of the funeral services, whether the days are working or non-working. Funeral leave requests shall be subject to the approval of the Chief of Police, which shall not be unreasonably denied.

#### **Article 18 - Personal Leave**

- §1. Eight hour shift employees shall **be credited** 36 personal leave hours annually and 10.75 hour shift employees shall be credited 37.625 personal leave hours **annually at the beginning of** each year. **Personal leave shall not change during the year due to a schedule change. Employees in their final year of employment shall earn eight personal leave hours quarterly** provided the employee is on the payroll for at least 60 consecutive days between each quarterly period as follows:
- a. January 1 and March 31.
  - b. April 1 and June 30.
  - c. July 1 and September 30.
  - d. October 1 and December 31.
- §2. Personal leave shall not accumulate from year to year.
- §3. Employees shall request personal leave use with five days written notice to the Chief of Police or designee with a copy to the immediate supervisor. **At least one personal leave shift shall be given priority consideration annually as requested by the employee. Priority requests shall be made with at least one hour verbal or written notice. Employees may also request to split one personal leave shift annually in half-shift increments to be used at either the start or end of the shift.**
- §4. Personal leave requests shall be granted if the Chief of Police or designee determines that the employee's absence will not interfere with the proper conduct of the Department. The Chief of Police or designee may waive notice requirements in emergency circumstances. However, employees shall provide as much notice as possible **pursuant to the procedure set forth in Section 3.**

**§5. Employees who separate employment and use credited personal leave that is not earned shall be liable to the City for such unearned personal leave pursuant to the earning criteria set forth in Section 1.**

### **Article 19 - Leave of Absence and Military Leave**

§1. Leave of Absence. Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of Public Safety not less than two weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the City and shall not be unreasonably or arbitrarily denied.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leave shall be granted or denied in writing.

§2. Military Leave.

**Military leave shall be administered in accordance with applicable law.**

§3. Family Leave Act.

**Family leave shall be granted in accordance with the provisions of the New Jersey Family Leave Act and the Federal Family and Medical Leave Act and City Policy. Leave pursuant to either the NJFLA, FMLA or both, shall run concurrently to any leave time that has accrued to an employee.**

Eligible employees must provide prior notice to the Department Director if requesting a leave of absence under **these Acts**. Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave.

### **Article 20 - Clothing Allowance / Maintenance**

§1. The City shall pay any employee assigned to a non-uniformed position \$350.00 per year as a clothing allowance/maintenance. If such employee works for less than one full year, then such amount shall be prorated for the period assigned. Clothing allowances shall be paid once annually in the first payroll period of December.

§2. Effective January 1, 2007, uniform maintenance allowances for employees required to wear uniforms have been eliminated through negotiations. Employees shall maintain their uniforms in good and clean condition.

## Article 21 - Overtime

§1. Overtime for eight-hour shift employees shall be defined as work performed in excess of eight hours per day or in excess of 40 hours per week. Overtime for 10.75 hour shift employees shall be defined as work performed in excess of their scheduled 10.75 hour shift on any given work day or in excess of 171 hours within a 28 day period.

Overtime is hours when employees are called in for specific duty assignments from an off-duty day or from between work shifts. Payment for overtime hours shall be at straight time and one-half and shall be computed retroactively to the regular termination time of the shift. Furthermore, no overtime shall be worked nor shall overtime be payable unless said overtime has been specifically authorized by the Chief of Police, the Division Commander, or in his/her absence the Shift Commander, prior to it being worked.

Overtime will be calculated and rounded in 15 minute increments.

§2. Employees, when called in for a specific duty assignment from an off-duty day or from between work shifts, shall be entitled to be paid a minimum of three hours overtime at straight time and one-half as set forth above.

§3. The mere fact that a 10.75 shift employee works more than 40 hours in any given work week solely by working regularly scheduled or extra duty hours shall not entitle the employee to receive overtime at time-and-one-half for such time worked. That is, overtime shall not be granted simply because an employee works in excess of 40 hours in any given week particularly when it exists by virtue of the implementation of the new alternative schedule. Extra duty jobs such as HUD, DWI enforcement, Make-It-Click, etc. derived from grants or programs shall be paid in accordance with the grant or program. Employees shall be paid at the overtime rate if the grant or program requires such payment. All time worked, whether on regular schedule or extra duty shall be accumulated as required by the FLSA for overtime purposes. If some time worked was previously paid at the overtime rate, such as extra duty hours, such overtime payment shall be used as a credit against FLSA overtime owed. It is noted that only regular time worked shall count towards an approximate yearly average of 2080 hours. Some employees will surpass the 2080 hours and some employees will fall below the 2080 hours but it is generally understood that all employees over a period of time shall work an approximate average of 2080 hours so long as no employee is required to be reimbursed for any regular time worked in excess of 2080 hours per year and likewise. No liability will be incurred by either the City or the employees for time worked greater than or less than 2080 hours per year.

Overtime shall be paid to any employee who works in excess of 171 hours in a 28 day work cycle in accordance with the FLSA §7(k) provision. Overtime in this case shall be at time-and-one-half as is currently practiced.

**§4. In the event the City adopts a policy, or another bargaining unit agrees to a contract provision regarding compensatory time prior to the expiration of this Agreement, the City retains the right to re-open this issue for negotiations with the VSOA.**

## Article 22 - Retirement

- §1. Employees retiring either on the regular pension or disability shall be paid for all accumulated vacation.
- §2. In case of death of an employee, there shall be paid to his/her widow, beneficiary or estate, the amount due for all accumulated and unused vacation time.
- §3. At retirement, the City shall pay each employee 50% of all accrued and unused sick leave up to a maximum amount of \$15,000.

This supplemental compensation payment shall be computed at the rate of one-half (½) accumulated unused sick hours multiplied by the eligible employee's hourly rate of pay which is based upon the average annual base compensation received during the last year of his/her employment, prior to the effective date of his/her retirement, provided however, that no such lump sum supplemental compensation payment shall exceed the amounts as specified above.

- §4. Payment shall be made promptly if funds are available, but no later than one month after the final adoption of the budget of the City for the year succeeding the effective date of retirement of the employee.

Employee may expect to receive payment of supplemental compensation for sick leave as indicated above in the year in which he/she retires if he/she notifies the City in January preceding the fiscal budget year which begins July of that same year. Payment will be computed in accordance with Ordinance No. 90-74 of the City and paid in accordance with said original Ordinance No. 1005 and the amendments thereto, including Ordinance No. 90-74, if advance notice is not provided as above stated.

## Article 23 - Health Benefits

- §1. **The City shall provide health insurance to all employees and their eligible dependents. 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 similar to the plans and coverages provided from time to time under the New Jersey State Health Benefits Plan.**
- §2. **Effective January 1, 2015, 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 similar 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, including mail-order</u>
\$25.00	\$15.00

§4. An employee who retires with at least 25 years of creditable service in the New Jersey Police and Firemen’s 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 subsidized 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 said health benefits 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 similar to the level of benefits or administrative procedures currently in place will be subject to negotiation.**

**§8. 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>
<b>Family Coverage Incentive:</b>	<b>\$1,500</b>	<b>\$1,000</b>
<b>Husband/Wife Coverage Incentive:</b>	<b>\$1,300</b>	<b>\$650</b>
<b>Parent/Child Coverage Incentive:</b>	<b>\$1,400</b>	<b>\$650</b>
<b>Single Coverage Incentive:</b>	<b>\$750</b>	<b>\$400</b>

**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 24 - Grievances**

§1. Should any grievance arise with respect to the meaning, application or interpretation of the terms of this Agreement, such grievance shall be submitted to the following procedure:

Step 1: The employee shall submit his/her grievance in writing within three days after its occurrence or employee's reasonable knowledge thereof, in duplicate, to the VSOA Representative, who in turn shall forthwith file one copy with the **Chief of Police** and said VSOA Representative shall forthwith attempt to settle the matter of the grievance with the **Chief of Police**. Failure to file his/her grievance in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.

If the grievance is filed in writing as herein above provided, and the matter taken up between the VSOA Representative and the **Chief of Police** fails to produce an amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2: If no solution can be reached, the VSOA Representative shall refer the matter to the VSOA President within five days immediately following the disposition of the grievance at Step 1, who shall take the matter up with the Director of Public Safety in an endeavor to adjust it amicably. Failure of the Director of Public Safety to resolve the matter within 30 working days shall constitute a denial of the grievance.

Step 3: In the event the grievance is not resolved at Step 2, either party may refer the matter to arbitration **as stated below, provided that written notice is given to the other party within 45 days of the Step 2 answer. If 45 days written notice is not given, then the grievance shall be considered as accepted between the parties, and arbitration shall not be available as a remedy.**

Any party wishing to remove a grievance to arbitration shall notify PERC that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employee and the employer. If the City and VSOA cannot mutually arrive at a satisfactory arbitrator within 30 working days after receipt of the list from PERC, the Commission shall select an arbitrator.

The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and applicable Civil Service rules and regulations, and render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and VSOA. Any representative or officer of the VSOA required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

§2. The City and VSOA mutually agree that grievance matters shall proceed to arbitration only if submitted by the City or the VSOA.

§3. **The settlement or other disposition of any grievance prior to arbitration shall be subject to review and approval of a designated committee established by the governing body which shall include the Chief of Police or his/her designee so as to assure compliance with City policy and/or philosophy.**

**Any active VSOA grievances filed prior to the signing date of this Agreement shall not be bound by the above-stated time limitation, specifically due to the City of Vineland not currently having a Director of Public Safety.**

#### **Article 25 - Extracontractual Agreements**

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

#### **Article 26 - 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.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within 30 days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

#### **Article 27 - Conclusion of Collective Negotiations**

The City and VSOA agree that this Agreement is the entire agreement, terminates all prior agreements or understandings, and concludes all collective negotiations during its term. Neither party will during the term of this Agreement seek to unilaterally modify its terms through legislation or other means which may be available to them. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

#### **Article 28 - Workweek**

§1. All employees shall work a 40 hour workweek. For the purposes of this Agreement, workweek is defined as the seven day period commencing Sunday and ending Saturday. Nothing herein contained, however, shall be construed to guarantee any employee any number of consecutive days off during any work week.

§2. The current scheduling practice at the Department is in compliance with the 40 hour workweek provision as negotiated and such schedule does not result in any claim for overtime unless work is performed beyond the normal schedule and as provided in Article 21.

§3. A modified work schedule shall be implemented for supervisors assigned to the patrol division that will consist of 10.75 hour work days and 15 eight-hour training days with scheduled days off in excess of the current five-on two-off work week. The new shift will generally be a four-work days on, four-work days off structure. The only exception shall be eight-hour training days to be implemented at the discretion of the City and may be substituted for work days at the discretion of the Chief of Police. The City shall have the right, in its absolute discretion, to revert back to the prior five-days on, two-days off, 40 hour work week schedule upon 60 days written notice given to the VSOA, should the City determine, in its absolute discretion, that the schedule is unfavorable or detrimental to the City. In the event the City elects to revert back, the City and VSOA agree to discuss any issues of concern during the 60 day period after notice is given to revert back to the 40 hour work week. Notwithstanding the City's agreement to discuss issues of concern, the City shall nevertheless retain the absolute right to revert back to the five-days on, two-days off, 40 hour work week schedule and the VSOA waives any rights it may have to file a grievance or unfair labor practice charge against the City as a result of the City reverting back to that schedule.

The City or the Police Administration and the VSOA shall also mutually monitor overtime, sick time and other leave time on a monthly basis. The parties shall meet once per month or as often as reasonably practicable following the institution of the new shift schedule to discuss the status, identify any and all issues (negative and/or positive) and shall work together to resolve any and all issues in a favorable and amicable manner.

The City, Police Administration and the VSOA may also hold quarterly formal meetings to review the status of the new shift schedule, discuss any and all issues present, and shall otherwise work together to resolve any and all issues as previously stated.

In the event of reversion to the prior five-days on, two-days off work schedule, all adjustments to contractual paid time off benefits will be reverted and all other benefits provided in the present Collective Bargaining Agreement shall be reinstated.

### **Article 29 - Fair Labor Standards Act**

The City complies with the FLSA and regulations promulgated thereunder. The City will take appropriate action to ensure such compliance consistent with this Agreement including, but not limited to:

1. The exercising of any election or option available to it under the FLSA or regulations.
2. The awarding of compensatory time in lieu of monetary compensation and overtime.
3. Establishing procedures to monitor and control hours worked and overtime.
4. The crediting of any overtime payments made pursuant to this Agreement against any overtime obligation incurred under the FLSA.
5. Establishing such rules and regulations as may be necessary to ensure compliance with the FLSA.

### **Article 30 - Shift Differential**

Effective January 1, 2007, this benefit has been eliminated through negotiations.

### **Article 31 - Jury Duty**

Pursuant to City policy, employees shall be granted leave with pay for time required to attend jury duty that is scheduled during working hours. Afternoon shift employees shall be excused from their shift immediately after jury duty. Night shift employees shall be excused from their shift immediately preceding jury duty.

### **Article 32 - Canine Officers**

The City shall pay employees assigned canine duty for the employee's personal care of the dog and the facilities in which the dog resides at the prevailing minimum wage rate. Such Canine Care Hours shall be reported weekly in writing and attested to by said employee to the Police Chief or designee. The cost for food, veterinarian care, materials and boarding away from the employee's residence when necessary shall be paid by the City to a kennel of quality reputation of the City's choice. If a kennel is used, no grooming and care compensation will be paid to the employee during the period of time the canine is at the kennel.

Canine Care Hours shall be limited to those hours reasonable and necessary for the feeding, grooming, and medical care of the canine and for the maintenance of the facility in which the canine resides and that said hours shall be paid at the straight rate and shall be "7K" exemption hours. These duties should not exceed four hours per week, and where possible, canine care hours will be scheduled during regular shift time.

### **Article 33 - Seniority**

Seniority shall be the determining factor regarding vacation selection, personal leave requests, work breaks and assignment of vehicles.

Seniority shall be defined for the purposes of determining vacation, shift assignment, days off, and for other purposes relating to terms and conditions of employment and benefits thereto as time and service with the Police Department by date of promotion. In the event of the same date of promotion, the employee's ranking on the certificate of eligibles will determine seniority.

Shift assignments shall be fixed and shall not be on a rotating basis provided, however, the Chief shall have the right to reasonably reassign personnel to different shifts as the needs of the Department require. It is noted that the Management Rights Article in this contract is hereby recognized and that the Chief of Police has the authority to deploy and assign manpower. Pursuant to said Management Rights article, the Chief of Police shall assign employees to various shifts as he determines to be in the best interests of the Department. In making this determination, the Chief will take into consideration each employee's seniority within the Police Department and, with all things being equal and all qualifications being equal, the selected preference and reasons for the selective preference of each employee for shift assignment. Preferences shall be provided to the Chief of Police by the VSOA, immediately; and shall be provided to the Chief of Police no later than November 15 of any given calendar year hereinafter to deal with any change in shift assignments. Likewise, the Chief or designee shall, except in the case of an emergency, notify the VSOA of any changes in shift assignments at least 30 days prior to such change.

The VSOA recognizes that the Chief of Police must ensure that the proper complement of employees combined with their varying experience and qualifications are deployed in an appropriate manner to maintain the efficiency of the Police Department.

Article 34 - Term of Agreement

This Agreement shall be effective January 1, 2014, except as otherwise specified, and shall continue in full force and effect to and including December 31, 2017.

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

City of Vineland

Vineland Superior Officers Association

By:

By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Secretary

Negotiating Committee:

Negotiating Committee:

\_\_\_\_\_  
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**Exhibit “A” - Wage Schedule**

1. All employees shall receive weekly base pay in an amount equal to their annual salaries divided by 52 regardless of the amount of hours worked exclusively under the new work schedule. Notwithstanding the above, when an employee separates from employment, the last pay shall be adjusted for any previous overpayment or underpayment resulting from the annualization of base pay. All employees, regardless of their schedules, shall have their hourly rate calculated based on working 2080 hours during the calendar year.
2. Effective January 1, 2014, the wage guide which covers Sergeants in the unit on or after October 1, 2012 shall only cover Sergeants in the unit on or after January 1, 2015. Accordingly, the “old guide” will cover Sergeants and Lieutenants in the unit prior to January 1, 2015 and the “new guide” will cover Sergeants who enter the unit on or after January 1, 2015.
3. Effective January 1, 2014 there shall be a two percent (2.0%) increase to the salary guide which covers employees who were in the VSOA unit prior to January 1, 2015 (the “old guide”). All employees eligible for a step shall receive their step.
4. Effective January 1, 2015, there shall be a one and six tenths percent (1.60%) increase to the salary guide which covers employees who were in the VSOA unit prior to January 1, 2015. There shall be a one and six tenths percent (1.60%) increase to the salary guide which covers Sergeants who were enter the VSOA on or after January 1, 2015. All employees eligible for a step shall receive their step.
5. Effective January 1, 2016, there shall be a one and six tenths percent (1.60%) increase to the salary guide which covers employees who were in the VSOA unit prior to January 1, 2015. There shall be a one and six tenths percent (1.60%) increase to the salary guide which covers Sergeants who were in the VSOA on or after January 1, 2015. All employees eligible for a step shall receive their step.
6. Effective January 1, 2017, there shall be a one and six tenths percent (1.60%) increase to the salary guide which covers employees who were in the VSOA unit prior to January 1, 2015. There shall be a one and six tenths percent (1.60%) increase to the salary guide which covers Sergeants who were in the VSOA on or after January 1, 2015. All employees eligible for a step shall receive their step.

The Wage Guide for employees who were VSOA members before January 1, 2015 shall be as follows:

Sergeant			2014	2015	2016	2017
1	1-3 Years	0%	\$98,232	\$99,804	\$101,401	\$103,023
2	4-6 Years	1%	\$99,214	\$100,802	\$102,415	\$104,053
3	7-9 Years	2%	\$100,197	\$101,800	\$103,429	\$105,083
4	10-13 Years	3.50%	\$101,671	\$103,297	\$104,950	\$106,629
5	14+ Years	4.50%	\$102,653	\$104,295	\$105,964	\$107,659

Lieutenant			2014	2015	2016	2017
1	1-3 Years	0%	\$104,792	\$106,468	\$108,172	\$109,903
2	4-6 Years	1%	\$105,840	\$107,534	\$109,254	\$111,002
3	7-9 Years	2%	\$106,888	\$108,598	\$110,336	\$112,101
4	10-13 Years	3.50%	\$108,460	\$110,195	\$111,958	\$113,749
5	14+ Years	4.50%	\$109,508	\$111,260	\$113,041	\$114,849

The Wage Guide for employees who become VSOA members after January 1, 2015 shall be as follows:

Sergeant (on or after 1/1/2015)			2015	2016	2017
1	1-4 Years	0%	\$98,825	\$100,407	\$102,013
2	5-9 Years	1%	\$99,804	\$101,401	\$103,023
3	10+ Years	2%	\$101,272	\$102,892	\$104,538

Lieutenant			2015	2016	2017
1	1-3 Years	0%	\$106,468	\$108,172	\$109,903
2	4-6 Years	1%	\$107,534	\$109,254	\$111,002
3	7-9 Years	2%	\$108,598	\$110,336	\$112,101
4	10-13 Years	3.50%	\$110,195	\$111,958	\$113,749
5	14+ Years	4.50%	\$111,260	\$113,041	\$114,849

For employees entering the VSOA on or after January 1, 2015, the “Years” set forth in all wage guides above shall mean the “Years in Grade”. Upon appointment to a Sergeant’s Position, an employee shall start at Step 1 and move through the wage guide in accordance with the employee’s years of service as a Sergeant. Upon appointment from a Sergeant to a Lieutenant, the employee shall move to “Year 1” on the Lieutenant’s guide and then move through the wage guide in accordance with the employee’s years of service as a Lieutenant.

**Exhibit “B” - Education and Training Incentives**

Advanced training and education achievement are considered important factors in the professional development of employees. The base salaries in this Exhibit shall reflect the successful attainment of college credits or degrees. Employees must submit a certificate of successful attainment of credits or degrees before any salary adjustments are made. Education increments shall be incorporated in the employee’s salary by the City on or about the first day of January or the first day of July following the attainment of approved credits or degrees. Approved college credits or degrees hereunder are those earned under an accredited police science, criminal justice or other police related program.

**A 24 step wage schedule based on approved accredited college credits earned shall be created. An employee with zero through 19 credits shall be placed on Step 1. An employee with between 20 and 24 credits shall be placed on Step 2. An employee shall move from one step to another upon earning the required minimum credits for the succeeding step. For example, an employee with between 50 and 54 credits shall initially be placed on Step 8, and may advance to Step 9 upon earning at least 55 credits.**

<b>1.</b>	<b>0-19 credits</b>	<b>Salary</b>	13.	75 credits	+ \$937.50
2.	20 credits	+\$250.00	14.	80 credits	+\$1,000.00
3.	25 credits	+\$312.50	15.	85 credits	+\$1,062.50
4.	30 credits	+\$375.00	16.	90 credits	+\$1,125.00
5.	35 credits	+\$437.50	17.	95 credits	+\$1,187.50
6.	40 credits	+\$500.00	18.	100 credits	+\$1,250.00
7.	45 credits	+\$562.50	19.	105 credits	+\$1,312.50
8.	50 credits	+\$625.00	20.	110 credits	+\$1,375.00
9.	55 credits	+\$687.50	21.	115 credits	+\$1,437.50
10.	60 credits	+\$750.00	22.	120 credits	+\$1,500.00
11.	65 credits	+\$812.50	<b>23.</b>	<b>Bachelors</b>	<b>+\$2,000.00</b>
12.	70 credits	+\$875.00	<b>24.</b>	<b>Masters</b>	<b>+\$2,500.00</b>