

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

VINELAND POLICE CAPTAINS ASSOCIATION

An Employee Representative

January 1, 2022 through December 31, 2024

Changes are in **Bold**

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This Agreement dated JUNE 21, 2022 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 Police Captains Association, herein after referred to as the "VPCA".

### **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 Commission (CSC) rules and regulations, City ordinances or Police Department rules and regulations, but no City ordinance or Police Department rule and regulations shall amend or alter any provision of this Agreement.

The City recognizes the VPCA as the sole and exclusive representative of those certain employees of the Police Department of the City of Vineland 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-93-89 by the New Jersey Public Employment Relations Commission (PERC) dated December 28, 1992, as authorized by the New Jersey Employer-Employee Relations Act of 1968, as amended:

All police captains employed by the City of Vineland but excluding all sergeants, lieutenants, patrol officers, managerial executives, confidential employees, craft employees, professional employees and all other employees employed by the City of Vineland.

### **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.

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 CSC 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 CSC regulations;
- e. the determination of the number of employees and of the duties to be performed, in accordance with applicable CSC regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;

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- 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.

### **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 employees without prior notice to the VPCA and, when appropriate, without negotiation with the VPCA unless required by law. However, 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 - Association Representatives and Members**

- §1. Authorized VPCA 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. The VPCA representative shall not interfere with the normal conduct of the work of the Police Department.
- §2. The VPCA shall be provided with a total of 36 hours leave with pay annually to conduct VPCA business or attend VPCA related seminars as approved by the Chief of Police, which approval shall not be unreasonably denied. The 36 total leave hours may be distributed amongst VPCA members, but only one VPCA member may use such leave at any given time. Any hours not used during the calendar year shall be forfeited and shall not carry over to the following year.

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

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

The City shall grant rights of dues deduction to the VPCA in the event the VPCA establishes a dues schedule for its members, upon 30 days notification to the City of said intent. This Article will be administered pursuant to State law.

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

- §1. The City shall furnish suitable bulletin board space, to be used exclusively by the VPCA, in the event the VPCA determines that such bulletin board becomes a necessity in order to expedite and effectuate the best interest of the parties. The VPCA shall provide the City with a 30 days notice of said intent.
- §2. In the event the VPCA elects to establish a bulletin board, it will be made accessible to the City for posting of PERC notices.

### **Article 7 - Nondiscrimination**

- §1. The provisions of this Agreement shall apply the equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital or civil union status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces or any other classification protected by Federal or State law.
- §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 right of employees to become VPCA members. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of VPCA 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 VPCA recognizes its responsibility as bargaining agent and shall represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- §5. Employees shall 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. Neither the VPCA nor any person acting on its behalf will cause, authorize or support any strike (e.g., the concerted failure of employees to report for duty, willful absence from their positions, work stoppage or abstinence in whole or in part from the full, faithful and proper performance of the employee's employment duties), slowdown, walkout or other job action against the City.
- §2. The participation in any strike or strike-related activity as specified above shall constitute a material breach of this Agreement, and such participation by any employee shall be grounds for termination, subject to the grievance procedure set forth in this Agreement.

- §3. The VPCA will actively discourage employees from participating in any strike or strike-related activity as specified above and take whatever affirmative steps are necessary to prevent or terminate the same.
- §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 VPCA or its members.

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

See Exhibit "A".

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

- §1. The City shall, in its discretion, pay employees weekly or bi-weekly on the applicable Friday provided that weekly or bi-weekly pay is instituted for all City employees and 60 days' notice is given to employees. Should the payroll office be scheduled for closure on a Friday, paychecks shall be issued on the preceding day.
- §2. All employees shall be enrolled in a Direct Deposit plan in accordance with procedures of the Comptroller's Office. 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.
  - f. year-to-date deductions.

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

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§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 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.

Nevertheless, a Captain may, at his/her option, carry over up to **80** hours which shall be determined based upon his/her assignment into the next calendar year for use on or before March 31st of that year.

§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. Preference for vacation time shall be given in order of seniority based on 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.

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

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

§6. All vacation requests shall be made upon five days prior written request of the employee to the Chief of Police or designee. Said request shall be granted at the discretion of the Chief of Police or designee, so long as the employee's absence will not interfere with the proper conduct of the Police Department. The five day requirement may be waived by the Chief of Police or designee. However, the employee shall provide as much written notice as possible. Scheduled vacation can be rescheduled by the employee provided there is no conflict with another superior officers scheduled vacation or demands of the Department.

#### Article 12 - Holiday Pay

§1. Effective **until ratification** of this Agreement, the employees shall receive the following paid holidays off at straight time:

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
<b>Juneteenth</b>	Day After Thanksgiving
Independence Day	Christmas Day

§2. A paid holiday shall begin at 0000 (midnight) of the official observed day, which may be the actual holiday or the weekday closest to any holiday falling on a weekend.

§3. Employees who work for any reason on a paid holiday shall not receive any additional compensation. However, the employee may reschedule any time worked on a paid holiday for equivalent time off

during the same pay period, not to exceed eight hours, so long as it does not unduly disrupt the operations of the Police Department business.

§4. Paid holidays that are observed while an employee is on vacation leave shall not be counted as a vacation leave.

**Effective upon ratification of this Agreement, and not retroactively, this Article shall read:**

**§1. In lieu of paid holidays off, Captains shall receive 14 paid work shifts off annually. Captains who do not work a full year will have holiday-in lieu prorated based on the number of holidays occurring while the Captain is active on the payroll. The use of holiday-in lieu time shall not create an overtime situation within the department. This Article shall be pro-rated according to ratification date.**

**§2. For purposes of prorating holiday in lieu time as stated above, the official observed day of the following holidays shall be used:**

<b>New Year's Day</b>	<b>Labor Day</b>
<b>Martin Luther King Day</b>	<b>Columbus Day</b>
<b>President's Day</b>	<b>General Election Day</b>
<b>Good Friday</b>	<b>Veteran's Day</b>
<b>Memorial Day</b>	<b>Thanksgiving Day</b>
<b>Juneteenth</b>	<b>Day After Thanksgiving</b>
<b>Independence Day</b>	<b>Christmas Day</b>

**The official observed day shall be the actual holiday or the weekday closest to any actual holiday occurring on a weekend.**

**§4. An employee who works for any reason on an actual or observed holiday will not receive any additional compensation.**

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

Education Incentives have been eliminated through negotiations.

Voluntary Physical Fitness Incentive Program. Effective January 1, 2021: The City, with input from the VPCA, PBA and Police Administration, shall develop a Voluntary Physical Fitness Incentive Program which shall generally measure an employee's fitness in four areas: strength, endurance, agility and core. The program shall be developed to avoid any exercises that would require "explosive movements" or other movements that may be more likely to lead to potential injury. Participation in the program shall be strictly voluntary and will be scheduled twice per year. An employee who passes with a 70% in all categories shall receive one personal day for use during the calendar year earned. An employee who passes with an 80% in all categories shall receive an additional half personal day for use during the calendar year earned. An employee may only take the test once in each testing cycle.

### **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

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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. In order to receive reimbursement, employees shall complete and submit the appropriate travel form pursuant to City Policy.

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

This benefit has been eliminated through negotiations.

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

#### **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, civil union partner, 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.
  - v. In an emergency situation, where an employee is faced with an issue of unanticipated childcare, the employee may utilize sick leave to provide childcare. In the event that an employee uses sick time for this purpose, the City has the right to require proof from the employee that the time was utilized due to an emergent situation relating to unanticipated childcare. If the employee cannot provide proof, the employee shall not receive compensation for any time taken due to the childcare issue.
- 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 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 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 eight month 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 Chief of Police or designee shall be notified in accordance with the Department's rules and regulations.

- a. Failure to so notify the Chief of Police or designee may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- b. Absence without notice for five consecutive days shall constitute a resignation not in good standing.

§4. Verification of Sick Leave. An employee may be required to submit medical evidence substantiating the illness from a physician acceptable to the City when the employee 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 the employee is abusing sick leave. The City may also require such an employee 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 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 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 employee an amount equal to:

- 50% up to \$15,000 for employees with 25 or more years of service with the City.
- 50% up to \$12,000 for employees with less than 25 years of service with the City.

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

### Article 17 - Funeral Leave

#### **Effective until ratification of this Agreement:**

- §1. Employees shall receive leave with pay for up to a maximum of 40 hours in the event of the death of the employee's spouse, civil union partner, son, daughter, mother, father, step-mother, step-father or step-child.
- §2. Employees shall receive leave with pay for up to a maximum of 24 hours in the event of the death of the employee's grandfather, grandmother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, legal ward, foster child or other near relatives residing in the employee's household. Should the funeral service 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 40 hours.
- §3. The employee must attend the funeral service to receive funeral leave. 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 service, 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.

#### **Effective upon ratification of this Agreement:**

- §1. Employees shall receive leave with pay for up to a maximum of five calendar days in the event of the death of the employee's spouse, civil union spouse, domestic partner, son, daughter, mother, father, step-mother, step-father or step-child.
- §2. Employees shall receive leave with pay for up to a maximum of three calendar 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, 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. An employee who is notified while on-duty, or 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 or her 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 employee 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

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start of funeral leave, and that date is the same day as when the employee 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 employee's five-day work cycle, the employee may use sick leave to cover that work cycle, subject to the discretion of the Chief or designee, which shall not be unreasonably denied.

§5. Sick leave taken under this Article shall not count toward the sick leave threshold outlined in Article 16, §4 (Verification of Sick Leave).

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

- §1. Each employee shall receive 36 personal leave hours annually to be granted upon five days prior written request of the employee to the Chief of Police or designee with a copy to the immediate supervisor. Said request shall be granted at the discretion of the Chief of Police or designee, so long as the employee's absence will not interfere with the proper conduct of the Department. The five day requirement may be waived by the Chief of Police or designee. However, the employee shall provide as much written notice as possible in accordance with the procedure outlined above. Personal leave shall not accumulate from year to year, nor shall it be paid out to employees upon separation of employment.
- §2. New employees and employees in their final year of service shall earn nine personal leave hours every three months provided the employee is on the payroll for at least 60 consecutive days between each three month 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.

Additional personal leave may be earned as outlined in the Voluntary Physical Fitness Incentive Program. Any personal leave earned in accordance with the Fitness Program must be used in the calendar year earned and shall not roll over.

- §3. At least eight personal leave hours will be given priority consideration for scheduling as requested by the employee. Employees may use personal leave on an hour for hour basis at the discretion of the Chief of Police.
- §4. If an employee takes more leave than earned, the value of the leave will be withheld from the last paycheck. If the deficiency exceeds the last paycheck, the City will seek reimbursement for the deficient amount.

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

- §1. Any employee desiring leave without pay for personal reasons shall make a request in writing to the Chief of Police 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.

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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 shall be administered in accordance with applicable law. In no event shall the City provide military leave benefits greater than required under applicable law. Specifically, in accordance with N.J.S.A. 38A:4-4, an employee shall be entitled to leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty; provided, however, that the leaves of absence for Federal active duty or active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 work days shall be without pay but without loss of time. Therefore, the City shall pay the difference between City pay and military pay to an employee up to a maximum of 90 working days in a calendar year. Any leave beyond 90 working days in a calendar year shall be without pay from the City.
- §3. Family leave shall be granted in accordance with the New Jersey Family Leave Act (FLA) and the Federal Family and Medical Leave Act (FMLA) and City Policy. Leave pursuant to either the FLA, FMLA or both, shall run concurrently to any leave time that has accrued to an employee.

Eligible employees must provide 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 - Uniform Maintenance Allowance**

This benefit has been eliminated through negotiations. Employees shall maintain their uniforms in good and clean condition.

#### **Article 21 - Overtime**

All employees in this unit shall be considered "exempt" employees under the Fair Labor Standards Act and, therefore, shall not be eligible for overtime compensation or compensatory time. Employees shall be expected to work their normal work week and any additional hours needed to fulfill the employees' responsibilities, including responding to call-ins and performing necessary work during traditional non-working hours. As a result of this designation, the City has made a onetime adjustment to base pay for employees in this unit.

#### **Article 22 - Retirement**

For purposes of this Article, retirement shall mean an approved pension documented by the New Jersey Division of Pensions & 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. Employees retiring either on the regular pension or disability shall be paid for all accumulated vacation.
- §2. In case of death of an employee covered hereunder, there shall be paid to the widow, beneficiary or estate, the amount or amounts due for any and all unused vacation, compensatory time coming and pay period due.

§3. At retirement and subject to §4 and §5 below, the City shall pay each employee 50% of all accrued and unused sick leave up to the maximum amounts set forth for each year as follows:

- 2022: \$25,000 (one year only - expires December 31, 2022)
- 2023: \$15,000
- 2024: \$15,000

§4. This supplemental compensation payment shall be computed at the rate of one-half (½) accumulated unused sick days multiplied by the eligible employee's daily 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 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 no later than one month after the final adoption of the City budget for the year succeeding the effective date of retirement of the employee.

Employee should 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 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 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 from those currently in place 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 employee chooses a plan with a higher premium, the employee 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. 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.

§2. 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:

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

- §3. 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 prescription program, such as Medicare.
  - 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.**

- §4. 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.
- §5. Employees on approved Leave of Absence, shall be responsible for payment of their share of said health benefits in accordance with City Policy.
- §6. 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.
- §7. The City offers a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, whereby employees who receives health benefits from an entity other than the City may waive City provided health benefits and receive an incentive as follows:

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

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

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

§8. 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'. Specifically, employees shall contribute a percentage of the premium as follows:

Salary Range	Single	Member/Spouse/Partner & Parent/Child	Family
Less than 20,000	4.50%	3.50%	3.00%
20,000-24,999.99	5.50%	3.50%	3.00%
25,000-29,999.99	7.50%	4.50%	4.00%
30,000-34,999.99	10.00%	6.00%	5.00%
35,000-39,999.99	11.00%	7.00%	6.00%
40,000-44,999.99	12.00%	8.00%	7.00%
45,000-49,999.99	14.00%	10.00%	9.00%
50,000-54,999.99	20.00%	15.00%	12.00%
55,000-59,999.99	23.00%	17.00%	14.00%
60,000-64,999.99	27.00%	21.00%	17.00%
65,000-69,999.99	29.00%	23.00%	19.00%
70,000-74,999.99	32.00%	26.00%	22.00%
75,000-79,999.99	33.00%	27.00%	23.00%
80,000-84,999.99	34.00%	28.00%	24.00%
85,000-89,999.99	34.00%	30.00%	26.00%
90,000-94,999.99	34.00%	30.00%	28.00%
95,000-99,999.99	35.00%	30.00%	29.00%
100,000-109,999.99	35.00%	35.00%	32.00%
110,000 and over	35.00%	35.00%	35.00%

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

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

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Single Coverage Incentive:                      \$750                      \$400

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

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

- §10. If the medical and prescription drug combined plan's premiums exceed the threshold of the Patient Protection and Affordable Care Act ("PPACA") Cadillac Tax (as implemented) the parties must agree upon a new plan that will not require an excise tax payment pursuant to the PPACA Cadillac Tax within 30 days of notification being given to the VPCA. Otherwise, the City will charge back to the employee the dollar value of the excise tax incurred to the City through payroll deductions, and the employee shall pay such tax.

#### **Article 24 - Grievances**

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 grievance in writing within three days after the occurrence of the grievance or within three days after the employee learned or reasonably should have learned of the occurrence of the facts giving rise to the grievance, in duplicate, to the VPCA Representative, who in turn shall forthwith file one copy with the Chief of Police, and said VPCA Representative shall forthwith attempt to settle the matter of the grievance with said Chief of Police. Failure to file grievance in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.
- Step 2: If the grievance is not resolved at Step 1, then within five days after Step 1, the VPCA Representative 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 or act upon the grievance within 15 working days shall constitute a denial of the grievance.
- Step 3: If the grievance is not resolved at Step 2, then within five days after Step 2, the VPCA Representative shall take the matter up with the Business Administrator in an endeavor to adjust it amicably. Failure of the Business Administrator to resolve or act upon the grievance within 30 calendar days shall constitute a denial of the grievance.
- Step 4: If the grievance is not resolved at Step 3, the VPCA or City may refer the matter to arbitration as stated below, provided that written notice is given to the other party within 30 days of the Step 3 answer. If 30 days written notice is not given, then the grievance answer shall be considered as accepted between the parties, and arbitration shall not be available as a remedy.

Only the VPCA or City may submit a grievance to arbitration. Either party may request PERC to resolve the grievance through arbitration, and request that a list of arbitrators be furnished to the VPCA and City. If the parties cannot arrive at a mutually satisfactory arbitrator within 30 working days after receipt of the list, PERC shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and applicable CSC 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 VPCA. Any VPCA representative or employee 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.

The arbitrator shall be limited to the interpretation and application of the terms of this Agreement and to the issues regarding the same submitted to him/her and consider no other issue. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party thereto a limitation or obligation not provided in this Agreement. Arbitration shall not be obtainable as a matter of right if the grievance would require an arbitrator to consider, rule on or decide on:

- a. an alleged violation of any agreement other than the present Agreement between the parties.
- b. the appropriate hourly, salary or incentive rate set forth in this Agreement that an employee is paid or the method in which it is determined.
- c. the elements of a job assignment.
- d. the level, title or other designation of an employee's job classification.
- e. Management's right to assign or reassign work.
- f. Management's right to determine and assign shift hours, except as limited by this Agreement.
- g. the establishment or administration of insurance, pension, savings or other benefit plans in which employees are eligible to participate.
- h. discipline or discharge of employees.
- i. violations of State laws and regulations.
- j. the meaning, application or interpretation of Police Department rules and regulations.

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

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

#### **Article 26 - Severability**

§1. In the event that any provision of this Agreement 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 continue in full force and effect. 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 the modification or revision of such provision.

§2. Any law enacted affecting the compensation, benefits or any other terms and conditions of employment shall become effective immediately and shall supersede any conflicting provision of this Agreement.

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

This Agreement is the entire agreement, terminates all prior agreements or understandings, and concludes all collective negotiations during its term. Neither party will seek to unilaterally modify the terms of this Agreement through legislation or other means which may be available to them. Except as otherwise expressly provided herein, the parties 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**

Employees shall normally work a 40 hour work week with a work week being defined as the seven day period commencing Sunday and ending Saturday. In addition, employees shall work any additional hours necessary for the performance of their duties.

Normal scheduled work hours shall be Monday through Friday with any additional hours needed to fulfill the employees' responsibilities including responding to call-ins and performing necessary work during traditional non-working hours.

### **Article 29 - Random Drug Testing**

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

### **Article 30 - Jury Duty**

In accordance with City Policy, employees shall be granted leave with full pay for time required to attend jury duty that is scheduled during working hours.

### **Article 31 - Acting Assignments**

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

### **Article 32 - Essential Personnel**

The parties acknowledge and agree that members of this bargaining unit are essential personnel and, therefore, are expected to report to work and work their regularly schedule work hours even in the event that non-essential personnel are not required to report to work or are not required to work their regularly scheduled work hours for any reason including but not limited to a weather-related event or an unscheduled holiday declared by the Mayor. Therefore, employees of this bargaining unit shall receive no additional compensation or time off for reporting to work and working their regularly scheduled work hours on a day

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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 33 - Personnel Records**

- §1. Effective upon the signing of this Agreement, each employee shall receive a copy of any reprimand, adverse documentation or commendation that becomes part of an employee's personnel file. The employee shall acknowledge said material by signing the material. This acknowledgment shall not be construed as the employee agreeing with the contents of said material unless specifically stated. If the employee refuses to acknowledge such material, it will still be included in the employee's personnel file with a notation that he/she was given the opportunity to acknowledge and respond, but refused.
- §2. An employee has the right to examine the file upon prior notice to the custodian and at a time convenient to the employee and the custodian of the file. Said examination shall be conducted in the presence of the custodian to the file.
- §3. The City shall protect the confidentiality of personnel files except that the City may use such personnel files in connection with its function as a public employer.
- §4. Medical records are covered by the Federal Confidentiality Act.

### **Article 34 - Police Bill of Rights**

- §1. Employees hold a unique status as police officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.
- §2. In the event any complaints are made or investigations required based upon complaints received against an officer, by any individual, said complaints shall be processed and investigations shall comply with the New Jersey Attorney General's Guidelines for Internal Affairs Investigations.

### **Article 35 - Vehicles**

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

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**Article 36 - Term of Agreement**

This Agreement shall be effective as of January 1, 2022, except as otherwise specified, and shall continue in full force and effect through December 31, 2024.

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 Police Captains Association

By:



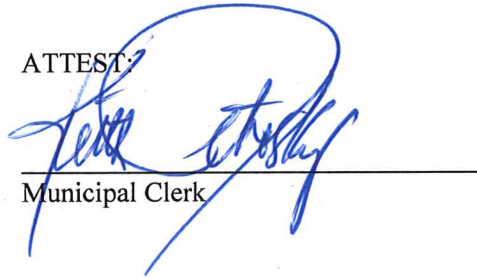
Mayor

By:




President

ATTEST:

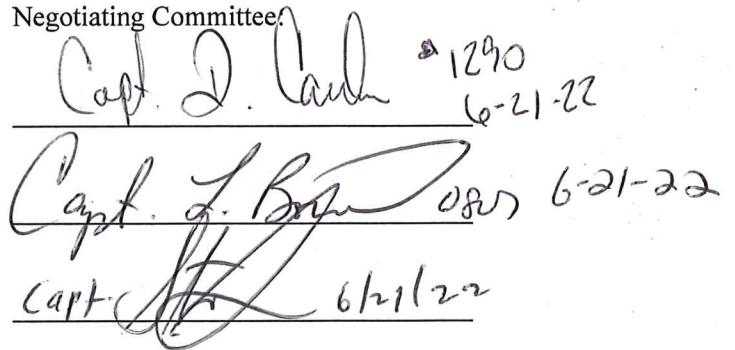


Municipal Clerk

Negotiating Committee:



Negotiating Committee:



**Exhibit "A" - Wage Schedule**

Effective January 1, 2022, employees shall receive the annual salaries as follows:

<b>Name</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>New Captain</b>	<b>\$142,250</b>	<b>\$147,229</b>	<b>\$152,382</b>
<b>David Cardana</b>	<b>\$142,963</b>	<b>\$142,963</b>	<b>\$142,963</b>
<b>Steven Triantos</b>	<b>\$142,654</b>	<b>\$149,004</b>	<b>\$158,219</b>
<b>Lene Bowers</b>	<b>\$143,574</b>	<b>\$152,458</b>	<b>\$152,458</b>
<b>Adam Austino</b>	<b>\$148,172</b>	<b>\$153,728</b>	<b>\$163,108</b>

**College Credit Benefit**

This benefit has been eliminated through negotiations.

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