

RESOLUTION NO. 2020 - 65

A RESOLUTION APPROVING AMENDMENT TO THE INTERNATIONAL ASSOCIATION OF EMTS AND PARAMEDICS, LOCAL R2-75 COLLECTIVE BARGAINING AGREEMENT.

WHEREAS, the International Association of EMTs and Paramedics, Local R2-75 is the sole and exclusive representative of emergency medical technicians and senior emergency medical technicians for the purpose of negotiating wages, salaries and other negotiable terms and conditions of employment; and

WHEREAS, in an effort to incentivize the hiring and retention of new emergency medical technicians, a new wage schedule has been proposed raising starting pay to \$19.00 per hour in 2020 and further adjusting the wage steps in the wage schedule; and

WHEREAS, a new procedure for assigning overtime has also been proposed to save the City monies and increase efficiencies in scheduling open shifts; and

WHEREAS, the attached Memorandum of Agreement would constitute an amendment to the International Association of EMTs and Paramedics, Local R2-75 collective bargaining agreement.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that the attached agreement hereby amends and supplements the collective bargaining agreement between the City of Vineland and International Association of EMTs and Paramedics, Local R2-75 from January 1, 2019 through December 31, 2022, and the execution of the attached Memorandum of Agreement on behalf of the City of Vineland is hereby authorized and directed; and

BE IT FURTHER RESOLVED, that the City of Vineland may enact any ordinance, rule or regulation required to fully carry out the terms and conditions of the agreement herein approved.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

**MEMORANDUM OF AGREEMENT**

**City of Vineland**

**&**

**International Association of EMTs and Paramedics, Local R2-75**

WHEREAS, the City of Vineland (hereinafter “City”) and International Association of EMTs and Paramedics, Local R2-75 (hereinafter “IAEP”) are parties to a collective bargaining agreement (hereinafter “CBA”) covering the period January 1, 2019 through December 31, 2022; and

WHEREAS, the CBA covers emergency medical technicians and senior emergency medical technicians employed in the City’s Health Department; and

WHEREAS, the parties wish to implement a new wage schedule in order to incentivize and retain new IAEP employees; and

WHEREAS, the parties also wish to implement new overtime language for filling shift vacancies, which will provide more efficiencies and savings within the Health Department on overtime worked; and

WHEREAS, the parties have reopened negotiations for these items to be incorporated in the CBA.

NOW THEREFORE, the City and IAEP, intending to be bound by the terms set forth herein, until otherwise negotiated, agree as follows:

1. **Article 11 - Wages** shall be revised as described in the attached.
2. **Exhibit “A” - Wage Schedule** shall be revised as described in the attached. This revision shall go into effect after ratification of their respective governing bodies. No retroactive pay shall be made to IAEP employees for calendar year 2020 while their new wages are being processed.
3. **Article 23 - Overtime, §4** shall be revised as described in the attached. This revision shall go into effect upon ratification of their respective governing bodies.
4. The parties agree that these items may be revisited during the negotiations upon the expiration of the CBA.

CITY OF VINELAND

IAEP, Local R2-75

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## MEMORANDUM OF AGREEMENT

### Article 11 - Wages

Revise Article to read:

Employee wages shall be paid as follows:

- a. Effective January 1, 2019, the wage schedule shall increase 2.00% as set forth in the schedule attached hereto as Exhibit "A" and made a part hereof.
- b. For calendar year 2020:
  - i. Effective December 29, 2019, the wage schedule shall increase 2.00% as set forth in the schedule attached hereto as Exhibit "A" and made a part hereof (column 2020 (i)).
  - ii. Effective after ratification of the City's and IAEP's respective governing bodies, the wage schedule shall be revised as set forth in the schedule attached hereto as Exhibit "A" and made a part hereof (column 2020 (ii)). No retroactive pay shall be made to IAEP employees for calendar year 2020 while their new wages are being processed.
- c. Effective January 3, 2021, the wage schedule shall increase 2.00% as set forth in the schedule attached hereto as Exhibit "A" and made a part hereof.
- d. Effective January 2, 2022, the wage schedule shall increase 2.00% as set forth in the schedule attached hereto as Exhibit "A" and made a part hereof.
- e. Part-time employees shall be paid at the Step 1 rate and do not move to Step 2. Any employee who moves from part-time to full-time shall begin the full-time position at Step 1 and, thereafter, advance on the step schedule in accordance with this Article.
- f. The wage schedule listed in Exhibit "A" shall not provide automatic step advancement beyond the expiration of this Agreement. Full-time employees shall remain on their step until a new wage schedule is negotiated.
- g. Employees designated as a "Senior EMT" shall receive \$2.50 in addition to their normal hourly rate. Normal hourly rate is the wage schedule step upon which the employee is situated.
- h. All employees shall receive compensation as set forth in the scattergram of employees which both parties will sign and a copy of which will be provided to Union representatives, the Business Administrator and Payroll Supervisor.
- i. Wages are calculated on an hour for hour basis in accordance with the FLSA.

**MEMORANDUM OF AGREEMENT**

**Exhibit “A” - Wage Schedule\***

Revise Exhibit to read:

<b>Full-Time Employees</b>					
<b>Step</b>	<b>2019</b>	<b>2020 (i)</b>	<b>2020 (ii)**</b>	<b>2021</b>	<b>2022</b>
<b>1</b>	\$17.23	\$17.57	\$19.00	\$19.38	\$19.77
<b>2</b>	\$17.65	\$18.01	\$19.37	\$19.76	\$20.15
<b>3</b>	\$18.08	\$18.44	\$19.74	\$20.13	\$20.54
<b>4</b>	\$18.51	\$18.88	\$20.11	\$20.51	\$20.92
<b>5</b>	\$18.93	\$19.31	\$20.48	\$20.89	\$21.31
<b>6</b>	\$19.36	\$19.75	\$20.85	\$21.27	\$21.69
<b>7</b>	\$19.79	\$20.18	\$21.22	\$21.64	\$22.08
<b>8</b>	\$20.21	\$20.62	\$21.59	\$22.02	\$22.46
<b>9</b>	\$20.64	\$21.05	\$21.96	\$22.40	\$22.85
<b>10</b>	\$21.07	\$21.49	\$22.33	\$22.78	\$23.23
<b>11</b>	\$21.49	\$21.92	\$22.70	\$23.15	\$23.62
<b>12</b>	\$21.92	\$22.36	\$23.07	\$23.53	\$24.00
<b>13</b>	\$22.35	\$22.79	\$23.44	\$23.91	\$24.39
<b>14</b>	\$22.77	\$23.23	\$23.81	\$24.29	\$24.77
<b>15</b>	\$23.20	\$23.66	\$24.18	\$24.66	\$25.16
<b>16</b>	\$23.63	\$24.10	\$24.55	\$25.04	\$25.54
<b>17</b>	\$24.05	\$24.53	\$24.92	\$25.42	\$25.93
<b>18</b>	\$24.48	\$24.97	\$25.29	\$25.80	\$26.31
<b>19</b>	\$24.91	\$25.40	\$25.66	\$26.17	\$26.70
<b>20</b>	\$25.33	\$25.84	\$26.03	\$26.55	\$27.08
<b>21</b>	\$25.76	\$26.28	\$26.40	\$26.93	\$27.47

\* Remainder of Exhibit “A” shall remain the same as stated in the existing CBA.

\*\* Effective after ratification of the City’s and IAEP’s respective governing bodies. No retroactive pay shall be made to IAEP employees for calendar year 2020 while their new wages are being processed.

## MEMORANDUM OF AGREEMENT

### Article 23 - Overtime

Revise §4 to read:

When EMS management has at least seven days notice of vacancies in the schedule created by prescheduled time off, overtime shall first be offered to part-time EMTs then full-time EMTs. Assignment of overtime shall not be a rotation list, but EMS management shall create and maintain a rotation list to assist in assigning overtime hours. However, available Senior EMTs shall have the right of first refusal to replace absent Senior EMTs, and thereafter such overtime shall be offered to other employees.

When EMS management has less than seven days notice of vacancies in the schedule created by prescheduled time off, overtime shall be offered to all part-time and full-time employees via software communicating with employee-owned smart phones or other internet ready devices. Overtime shall be awarded to the first employee accepting said work hours in full. If unsuccessful, EMS management may offer parts of the work hours to different employees, still using the first accepting employees ahead of the later accepting employees. However, available Senior EMTs shall have the right of first refusal to replace absent Senior EMTs, and thereafter such overtime shall be offered to other employees.

The Division created rotation list shall first list all part-time EMTs in a group then all full-time EMTs in a separate group. Senior EMTs shall also be included in the rotation list. No employee shall appear on the list more than once until all employees are listed. New employees will be added to the list. Next to each name will be listed a single and valid designated telephone number supplied in writing to an EMS Supervisor. The list will be provided on a six-month basis, no later than the first day of January and the first day of July.

Part-time employees will rotate within the part-time group, and full-time employees will rotate within the full-time group on the list. An employee should rotate to be first in their group for a two-week period, and the groups on the list shall rotate every two weeks.

Employees who are unavailable to work because of already being scheduled or within their required rest period will not be considered for overtime, regardless if their names are on the rotation list. Employees accepting the work time must be available to work a minimum of six hours, unless the overtime offered is less than six hours.

The caller using the rotation list will call the names on the list in order of appearance, and that employee shall have the right of first refusal for the overtime. If no response, the caller will proceed to the next name on the list. Any employee who accepts overtime, but later becomes unable to report for duty, must notify the work station as far in advance as practicable but in any case, at least three hours before the shift starts.

Any full-time employee who accepts overtime and fails to cancel or report for duty shall be removed from the rotation list for a period of three months for the first offense. A full-time employee who fails to report a second time in a 12-month period shall be removed from the rotation list for six months. The above sanctions for full-time employees failing to honor overtime duty shall be in addition to the existing right of Management to discipline employees for failure to report for duty.

The City reserves the right to call employees as needed in emergency or extraordinary circumstances.

This section of the Overtime Article is not grievable as long as the City relied upon the list.

Note: For clarification, flex-time employees are full-time employees of the EMS Division.