

RESOLUTION NO. 2022- 173

A RESOLUTION APPROVING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS, LOCAL R2-75 FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2025.

WHEREAS, the International Association of Emergency Medical Technicians and Paramedics (IAEP), Local R2-75 is the sole and exclusive representative of certain City of Vineland employees of the Health Department for the purpose of negotiations concerning wages, salaries and other negotiable terms and conditions of employment; and

WHEREAS, the represented employees are those employees in the following titles pursuant to the Certification Docket No. RO-91-78 by the NJ Public Employment Relations Commission dated December 18, 1990, as follows:

All Emergency Medical Technicians and Senior Medical Technicians employed by the City of Vineland Health Department; but excluding all non-supervisory firefighters, all paid firefighters, the fire chief, the Emergency Medical Service supervisor, managerial executives, confidential employees, police employees, professional employees, craft employees, and all other employees employed by the City of Vineland; and

WHEREAS, negotiations have been undertaken, and an agreement has been reached between the City of Vineland and IAEP, Local R2-75 with ratification of the attached Memorandum of Agreement (MOA) by the Union on April 11, 2022.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that said MOA is ratified, and a Collective Bargaining Agreement between the parties from January 1, 2022 through December 31, 2025 shall be prepared consistent with the MOA, and the execution thereof for and on behalf of the City of Vineland is hereby authorized and directed; and

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

Adopted:

President of Council

ATTEST:

City Clerk

MEMORANDUM OF AGREEMENT

City of Vineland

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International Association of EMTs and Paramedics, Local R2-75

This Memorandum of Agreement (MOA) is between the City of Vineland (City) and the International Association of EMTs and Paramedics, Local R2-75 (IAEP). This MOA is entered into this 18TH day of APRIL, 2022.

The City and IAEP have engaged in collective bargaining negotiations regarding a new agreement to replace the current agreement between the parties which is due to expire on December 31, 2022. The City and IAEP have reached a tentative agreement as to changes to be included in the new agreement and the purpose of this Memorandum of Agreement is to confirm those understandings, as follows:

Various Articles

- Change location of EMS Division from Health Department to Fire Department.
- Change Director of Health to Director of Fire as appropriate.
- Add Fire Chief to relevant articles.
- Change EMS Chief to Chief EMT per Civil Service title.
- When referring to department or division specific to EMS operations, it should say EMS Division.

Article 1 - Recognition

Revise last line as benefits are already stated in contract.

Add EMT Trainee.

Article 2 - Tour of Duty

§1. Revise last sentence to read:

Flexible full-time positions shall be scheduled on a voluntary or least seniority basis as determined by Chief EMT with approval of Director of Fire and Chief of Fire.

§2. Delete "commencing January 2, 2006".

Revise §3 to read:

Full-time employees shall be assigned to permanent day, night or power shift platoons with one Sr. EMT assigned to each day and night platoon. Full-time employees shall be scheduled by seniority, with Senior EMTs bidding first on their shifts, then EMTs bidding on remaining open shifts. If any permanent shifts become open, management shall post such opening to all full-time employees. Such posting shall remain



in place for at least 14 calendar days to allow all full-time employees to bid for such shifts. Thereafter, the shift shall be filled from a written request to an EMS supervisor by a full-time or newly hired full-time employee.

Management may change an employee's shifts whenever necessary for the safe and efficient operation of the EMS Division with 30 days' notice. In addition, transfers between platoons shall be on a voluntary basis, except for transfers necessitated by concerns for patient care, discipline or ensuring appropriate levels of EMT experience on platoons as determined by EMS management.

Part-time employees shall be scheduled for work based on the availability of open shifts or the needs of the EMS Division. Part-time employees shall submit a calendar of availability by the fifteenth day of each month for the following month's schedule. Each part-time employee will be assigned a maximum of 48 hours each month based on submitted availability. All remaining open shifts will be assigned based on the overtime standards set forth in this Agreement. Part-time employees shall work a minimum of 24 hours per month. Part-time employees who fail to submit availability for two consecutive months may be subject to discipline or termination.

§4. Delete this section since the trial period has been over for several years.

Article 3 - Management Rights

Add Fire Chief to §1.

Article 5 - Association Representatives, Members and Delegate's Rights

§1. List duly authorized representatives as president or designee.

Add to §2: The City shall grant the necessary time off with pay not to exceed 12 hours for the delegate or alternate to attend local IAEP monthly meetings as requested by the IAEP with a minimum 30 day notice to the Chief EMT.

Add to §3: Employees must submit leave request to attend the IAEP convention and scheduled monthly union meetings at least 30 days in advance. All other union leave requests shall be made as soon as the meeting/event date is set. In the event the convention or scheduled monthly meeting is changed due to an unforeseen circumstance, employees shall notify the Chief EMT or designee as soon as possible of the revised date.

Article 6 - Check-Off and Agency Shop

In accordance with Janus decision, revise first sentence of §2 to read:

Pursuant to N.J.S.A. 34:13A-5.5, employees who choose not to be IAEP members may voluntarily have deducted from their compensation a representation fee in lieu of dues up to 85% of regular membership dues, fees and assessments paid by IAEP members for services rendered by the IAEP.

Add opt-out language in accordance with Janus date.

Revise §5 to read:

The IAEP shall furnish the City with a copy of its “demand and return system” which must be established and maintained by the IAEP in accordance with this Agreement.

Article 9 - Personnel Records

Revise article to read:

Each employee shall receive a copy of any disciplinary or counseling paperwork placed in his or her personnel file and has the right to examine his or her file at any time mutually convenient to the employee and designated custodian of the file. Employee personnel records shall be located in the City’s Personnel Office and shall be kept in a locked cabinet at all times. The Personnel Office, Department Director, Fire Chief or designee and Chief EMT shall be the only other personnel to have access to these personnel records.

Article 11 - Wages

Revise Article to read:

§1. Full-time employees shall be paid in accordance with the full-time wage schedule as set forth in Exhibit “A” and as follows:

- a. Effective January 1, 2022 or subject to §9 of this Article, whichever is later, the wage schedule shall be revised as set forth in Exhibit “A” (column 2022 [i]).
- b. Effective July 1, 2022, the wage schedule shall be revised as set forth in Exhibit “A” (column 2022 [ii]).
- c. Effective January 1, 2023, the wage schedule shall increase 2.00% as set forth in Exhibit “A”.
- d. Effective January 1, 2024, the wage schedule shall increase 2.00% as set forth in Exhibit “A”.
- e. Effective January 1, 2025, the wage schedule shall increase 2.50% as set forth in Exhibit “A”.

§2. Part-time employees shall be paid in accordance with the part-time wage schedule as set forth in Exhibit “A” and as follows:

- a. Effective January 1, 2022 or subject to §9 of this Article, whichever is later, the wage schedule shall be revised as set forth in Exhibit “A” (column 2022 [i]).
- b. Effective July 1, 2022, the wage schedule shall be revised as set forth in Exhibit “A” (column 2022 [ii]).
- c. Effective January 1, 2023, the wage schedule shall increase 2.00% as set forth in Exhibit “A”.
- d. Effective January 1, 2024, the wage schedule shall increase 2.00% as set forth in Exhibit “A”.
- e. Effective January 1, 2025, the wage schedule shall increase 2.50% as set forth in Exhibit “A”.



§3. Part-time employees shall be placed on Step 1 upon hire and remain on Step 1 except as follows:

Any part-time employee who works 576 or more hours in a calendar year shall move to the next step in the succeeding calendar year. In no event however, shall any part-time employee go further than Step 10 on the wage schedule. Time worked under this provision shall be retroactive to 2021, so that any such qualifying part-time employee may move to Step 2 on January 1, 2022.

§4. 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. In the event that an employee switches from full-time status to part-time status, and then switches back to full-time status, said employee shall maintain continuous seniority for purposes of advancing on the wage schedule, so long as the part-time status does not exceed six months. This provision shall be retroactive for purposes of step movement to January 1, 2022.

§5. This Wage Schedule shall not provide automatic step advancement beyond the expiration of this Agreement. Employees shall remain on their step until a new wage schedule is negotiated.

§6. 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.

§7. 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.

§8. New hires with over five years of experience as a certified EMT shall have a review by the City to determine if their salary can be based on their experience and previous work experience. The step in which they will be placed will be determined by the City.

§9. Wage increases as specified in this Article shall not be retroactive. Wage increases shall occur subsequent to the adoption of the appropriate salary ordinance and upon the City Payroll Office making the necessary changes. The Payroll Office will endeavor to process wage increases as quickly as possible.

Article 12 - Pay Period

Revise §2 to read:

All employees shall be enrolled in a Direct Deposit plan in accordance with procedures of the City's Chief Financial Officer. Paystubs may be issued on paper or paperless as determined by the City's Chief Financial Officer.

Article 13 - Vacations

§1. Add new paragraph to the end of section:

No more than two employees per platoon may be off at the same time for any scheduled leave, which shall be defined as vacation, personal, compensatory time or convention leave.

§2. Delete the following sentence:



Full-time employees shall not accrue vacation leave while out from work due to a worker's compensation injury.

§3 Delete §3 as it is addressed in §7.

§4. Add "Full-time" to the beginning of section.

§7. Revise this section as follows:

- No more than two employees per platoon may be off at the same time for any scheduled leave, which shall be defined as vacation, personal, convention leave or compensatory time. Power shifts shall be considered part of the daytime platoon.
- Employees shall submit vacation requests from October 1 to December 31 for the succeeding calendar year.
- Requests shall be approved by seniority until November 15 and, thereafter on a first come first serve basis.
- Employees may hold the scheduling of 48 hours until June 1. After June 1 all hours shall be scheduled by August 1.
- Extenuating circumstances shall be at the discretion of the Fire Director or designee. However, in the event of an involuntary platoon transfer, the employee may keep previously scheduled vacation leave so long as it does unduly disrupt the operations of the EMS Division.
- Forms or book to be used shall be determined by EMS Division policy.
- Vacation requests must be submitted 14 days in advance. Extenuating circumstances shall be at the discretion of the Fire Director or designee.
- Vacation requests must be approved or denied within 10 calendar days from the date of request.
- All employees assume the responsibility to check to ensure their approved time is in the schedule. Any time not listed shall be brought to EMS management's attention by e-mail as soon as possible.
- An employee may cancel scheduled vacation leave prior to August 1 provided that the leave is rescheduled in accordance with the parameters outlined above. After August 1, leave may only be rescheduled in extenuating circumstances and must be rescheduled at the time of cancellation. Leave may be canceled at any time for an emergency reason as determined by the Chief EMT, Fire Chief, Director or designee. All rescheduling is contingent upon adequate staffing.
- If an employee is denied vacation leave, said employee shall have right of first refusal should said leave become available.

Article 14 - Scheduled Leave

Delete §1 and §2.

Replace with the following:

Employees scheduled to work overtime, swap time or any scheduled time outside of the normal schedule shall be held accountable for that time if not covered. Employees who request to cancel the scheduled time five days prior shall not be held accountable. Employees who cancel less than five days shall be charged the hours of their choice (vacation, sick, personal or compensatory time).

Extenuating circumstances shall be at the discretion of the Director of Fire or designee.

All scheduled leave requests shall be granted, at the discretion of the Chief EMT or designee so long as the employee's absence does not interfere with the proper operation of the EMS Division.

All employees shall check to ensure their approved time is in the schedule. Any time not listed shall be brought to EMS management's attention by e-mail as soon as possible.

- No more than two employees per platoon may be off at the same time for any scheduled leave, which shall be defined as vacation, personal, convention leave or compensatory time.
- Scheduled leave must be approved or denied within 10 calendar days from date of request.

Revise §3 to read:

Full-time employees may schedule leave by having a part-time employee work their shift when the time off would not be approved due to the two-employee-off clause. The part-time employee scheduled to work for such full-time employee shall not be moved to cover any other open shift, but shall work exclusively for the employee as agreed upon. In the event that an overtime situation would be created, due to the part-time employee exceeding 40 hours in the work week, then the scheduled leave request of the full-time employee shall be denied.

Article 15 - Holiday Pay

§2: Add Juneteenth.

Mark the following holidays with an asterisk:

* New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

Add sentence to read:

* Part-time employees shall be required to work at least 12 hours annually on one of the holidays listed above and indicated with an asterisk.

Article 16 - Education and Training Incentives

§2: Remove first sentence indicating effective date.

Replace last paragraph in §2 to read:

Online classes shall be completed by employees after all duties are completed on normal duty time with no extra compensation. All duties are defined as but not limited to daily duties, station duties, rig checks, charts and other assigned tasks. Employees may use EMS station computers for online training.

Article 17 - Travel Allowances

Revise article to read:



§1. The City shall reimburse employees for their necessary travel expenses incurred while on City business consistent with the Travel and Training Policy of the City 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 who travel on City business shall use a City vehicle. If a City vehicle is not available, employees shall 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 18 - Court Time

Add to §1: Any employee required to appear in court on City related business while on-duty shall submit for that time off in accordance with EMS Division procedures. Employees shall notify EMS management immediately upon receiving subpoena papers concerning official City business.

Article 19 - Sick Leave

Sick leave may be used on an hour-for-hour basis.

§2: Revise “light” duties to “modified” duties.
If calling out on modified duties, benefit time must be used.

Revise §3(a) to read:

Up to one year of service: A full-time employee commencing employment during the first 15 calendar days of the month shall earn eight hours, and a full-time employee commencing employment after the fifteenth day of the month shall earn four hours for said month. Thereafter, sick leave with pay shall accrue to any full-time employee on the basis of eight hours per month during the remainder of the first calendar year of employment.

Delete chart due to new language above.

Revise §4 to notify the on-duty Sr. EMT or Supervising EMT first. If unavailable, then notify on-duty staff at stations.

Revise §5(a) to read:

Employees are to report exposure to a contagious disease or virus immediately or as soon as practical. In case of a leave of absence due to exposure to a contagious disease or virus, a certificate from the City physician or a physician acceptable to the City shall be required prior to the employee’s return to work.

Article 21 - Personal Leave

- Personal leave may be used on an hour-for-hour basis after an initial three-hour use.
- Personal leave scheduled per seniority same as vacation October 1 to November 15.



- Delete last paragraph in §1 as it is a repeat of the language above it.
- No more than two employees may be off at the same time for any scheduled leave, which shall be defined as vacation, personal, convention leave or compensatory time.
- All employees assume the responsibility to check to ensure their approved time is in the schedule. Any time not listed shall be brought to EMS management's attention by e-mail as soon as possible.
- Delete last sentence in §2.

Article 23 - Overtime

Change Director to Chief EMT or designee throughout article.

Add to §1:

All full-time employees of the City must consider the City as their primary employer. As such, they must be available and able to perform all of the duties of their position as required by the City.

No overtime shall be worked unless approved prior to being worked by the Department Director or designee.

Revise §2 as follows:

Overtime shall be paid in cash or compensatory time at the election of the employee.

Compensatory time may accrue in accordance with the FLSA. However, the City retains the right to buy-out an employee's compensatory time in whole or in part at any time during the year with at least 30 days notice to employees. The City currently buys out compensatory time on the third pay of December and allows 24 hours to be carried over to the following year.

The use of compensatory time shall be requested in writing by an employee to the Chief EMT or designee. The request shall be granted so long as the employee's absence does not unduly disrupt the operations of the EMS Division. Response to requests shall be made within 10 calendar days from the date of request.

Add to §3:

Full-time employees called in for a specific duty assignment on an off-duty day shall be entitled to a minimum of three hours pay at the applicable rate unless the work continues into their regularly scheduled work hours, in which case they would be entitled to call-in pay only for the period prior to the commencement of the regular shift.

§4. Delete first four paragraphs

Replace with:

Overtime shall be offered as equitably as practicable to all employees, but in all instances at the discretion of the Director and/or Chief EMT or their designee. Seniority shall be used when applicable. Assignment of overtime shall not be a rotation list, but a rotation list shall be maintained in order to assist the department in achieving an equitable distribution of overtime hours if practicable. Division policy shall determine who

shall call for overtime. All overtime shall be scheduled using part time employees first and then full time employees. A part-time list and a full-time list shall be maintained separately. Senior EMTs shall have the right of first refusal for replacing a Senior EMT.

Add to paragraph 6 after second sentence

Overtime shall be scheduled seven days prior to the day of the open spot. When called for overtime, the employee shall have 10 minutes to respond. No response indicates the employee is refusing the overtime. overtime needed within 24 hours, employees shall have 5 minutes to respond. No response indicates the employee is refusing the overtime. A second round of calls may be made if the positions are not filled to avoid mandating.

Article 24 - Acting Assignments

Add new section:

The Director of Fire, Fire Chief, Chief EMT reserves the unilateral right to utilize Acting Supervising EMTs based on the needs of the EMS Division. The acting assignment shall be offered to Senior EMTs first. In the event no Senior EMT is available, EMS management may utilize the Civil Service list for Senior EMTs). The Senior EMT (or EMT on said Civil Service list) assigned to work as an Acting Supervising EMT shall receive a stipend of \$5.00 per hour for total time in the acting assignment.

Article 26 - Health Benefits

Update in accordance with SHBP (language changes only).

Add the following to §3(c):

- c. Receives prescription coverage as a retiree through the SHBP.

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

Article 31 - Uniform and Equipment Replacement

§1. Remove belt.

Revise last sentence to read:

After one year of employment and by the end of the second year of employment, the City shall supply no less than eight uniforms per full-time employee for the duration of their full-time employment in the position of EMT.

§3. Add radio strap and delete vest.

Delete §4 as it is stated in §1.

§5. Remove the word "on" after "choice". This is a typo.

Article 33 - Meals

Revise to read: This benefit has been eliminated through negotiations.

Article 34 - Outside Activity/Employment Impairment.

Third sentence: Start with: All employees, full-time and part-time.

Fourth sentence: Start with: All employees, full-time and part-time.

Fifth sentence: Remove full-time should read their employment.

Last sentence: Start with: All employees, full-time and part-time.

Article 37 - Exchange of Shits

Revise name of Article to "Swap-Time".

Article 38 - Term of Agreement

January 1, 2022 - December 31, 2025.



Exhibit "A" - Wage Schedule

Revise as follows

Full-Time Wage Schedule

Step	2022 (i)	2022 (ii)	2023	2024	2025
1	\$22.50	\$25.00	\$25.50	\$26.01	\$26.66
2	\$22.65	\$25.15	\$25.66	\$26.17	\$26.82
3	\$23.04	\$25.54	\$26.05	\$26.57	\$27.24
4	\$23.42	\$25.92	\$26.44	\$26.97	\$27.64
5	\$23.81	\$26.31	\$26.84	\$27.37	\$28.06
6	\$24.19	\$26.69	\$27.22	\$27.77	\$28.46
7	\$24.58	\$27.08	\$27.62	\$28.17	\$28.88
8	\$24.96	\$27.46	\$28.01	\$28.57	\$29.28
9	\$25.35	\$27.85	\$28.41	\$28.98	\$29.70
10	\$25.73	\$28.23	\$28.79	\$29.37	\$30.10
11	\$26.12	\$28.62	\$29.19	\$29.78	\$30.52
12	\$26.50	\$29.00	\$29.58	\$30.17	\$30.93
13	\$26.89	\$29.39	\$29.98	\$30.58	\$31.34
14	\$27.27	\$25.77	\$26.29	\$26.81	\$27.48
15	\$27.66	\$30.16	\$30.76	\$31.38	\$32.16
16	\$28.04	\$30.54	\$31.15	\$31.77	\$32.57
17	\$28.43	\$30.93	\$31.55	\$32.18	\$32.98
18	\$28.81	\$31.31	\$31.94	\$32.57	\$33.39
19	\$29.20	\$31.70	\$32.33	\$32.98	\$33.81
20	\$29.58	\$32.08	\$32.72	\$33.38	\$34.21
21	\$29.97	\$32.47	\$33.12	\$33.78	\$34.63

Part-Time Wage Schedule*

Step	2022 (i)	2022 (ii)	2023	2024	2025
1	\$20.50	\$23.00	\$23.46	\$23.93	\$24.52
2	\$20.65	\$23.15	\$23.62	\$24.09	\$24.69
3	\$21.04	\$23.54	\$24.01	\$24.49	\$25.10
4	\$21.42	\$23.92	\$24.40	\$24.89	\$25.51
5	\$21.81	\$24.31	\$24.79	\$25.29	\$25.92
6	\$22.19	\$24.69	\$25.19	\$25.69	\$26.33
7	\$22.58	\$25.08	\$25.58	\$26.09	\$26.74
8	\$22.96	\$25.46	\$25.97	\$26.49	\$27.15
9	\$23.35	\$25.85	\$26.36	\$26.89	\$27.56
10	\$23.73	\$26.23	\$26.76	\$27.29	\$27.97

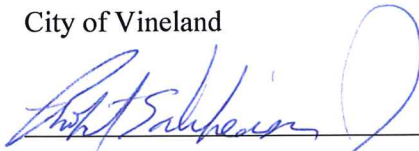
* Part-time employees must work 576 or more hours in a given year to advance a step in the following year

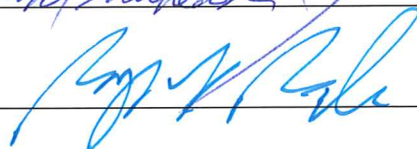


Additional Items


- The title "EMT Trainee" shall be incorporated into this Agreement as a full-time employee. The EMT Trainee wage rate shall be \$15.00 per hour. After completing EMT School, an EMT Trainee shall be assigned duties at EMS Headquarters by the Chief EMT or designee until passing the certification test as required by the NJ Department of Health. The EMT Trainee shall have three weeks to complete the testing and be certified as per the NJ Department of Health regulations or a separation of employment shall occur. Extenuating circumstances shall be reviewed by the Director of Fire. After receiving State certification, an EMT Trainee shall be assigned as a third on an ambulance until they are released by the Chief EMT or designee. Upon being released by the Chief EMT or designee, an EMT Trainee shall be promoted to a full-time EMT. Such full-time EMT shall be placed on Step 1 of the full-time employee wage schedule. No benefit time shall be afforded until the full-time EMT status is achieved.
- The City may be willing to offer employment to non-certified applicants in which the City would pay them an hourly rate to go to school and have them sign a three-year contract to remain a full time EMT for the City of Vineland. Extenuating circumstances are at the discretion of the Director of Fire. If the employee breaks the contract, the employee shall reimburse the City for the cost incurred for them to attend the school.


City of Vineland






IAEP, Local R2-75







Paul A. Fallon Jr.

PATRICK KAYSON EMT

Shane A. Cloves

