

RESOLUTION NO. 2022 - 554

A RESOLUTION APPROVING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS, LOCAL R2-74 FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2026.

WHEREAS, the International Association of Emergency Medical Technicians and Paramedics (IAEP), Local R2-74 is the sole and exclusive representative of certain City of Vineland employees of the Fire Department for the purpose of negotiations concerning wages, salaries and other negotiable terms and conditions of employment; and

WHEREAS, the IAEP has elected to move senior EMTs from Local R2-75 to Local R2-74, and the City of Vineland negotiating committee has no objection to this move and recommends the same for Council approval; and

WHEREAS, the represented employees are those employees in the following titles:

All supervising EMTs and senior EMTs employed by the City of Vineland, Fire Department; but excluding the Chief EMT, regular EMTs, Fire Chief, Deputy Fire Chief, all paid firefighters, managerial executives, confidential employees, police employees, professional, craft employees and all other employees employed by the City of Vineland.

WHEREAS, negotiations have been undertaken, and an agreement has been reached between the City of Vineland and IAEP, Local R2-74 with ratification of the attached Memorandum of Agreement (MOA) by the Union on \_\_\_\_\_, 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, 2023 through December 31, 2026 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 R2-74

This Memorandum of Agreement (MOA) is between the City of Vineland (City) and the International Association of EMTs and Paramedics, Local R2-74 (IAEP). This MOA is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022.

The City and IAEP have engaged in collective bargaining negotiations regarding a new agreement. The City and IAEP have reached a tentative agreement as to changes to be included in the new agreement and the purpose of this MOA is to confirm those understandings, as follows:

### All Articles

The parties agree to use the IAEP R2-75 Agreement (2022 through 2025) as a model for their negotiations. All articles of that R2-75 Agreement shall become the articles of the R2-74 Agreement, unless modified as set forth in this MOA

### Various Articles

- Refer to Union as IAEP-74.
- Remove references to part-time employees.
- Use gender neutral terms (revise his/her, manpower, etc.).
- Change “agrees to” to “shall” where applicable.

### Article 1 - Recognition

Revise second paragraph to read:

The City recognizes the IAEP-74 as the sole and exclusive representative of those certain employees of the Fire Department 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:

All supervising EMTs and senior EMTs employed by the City of Vineland, Fire Department; but excluding the Chief EMT, regular EMTs, Fire Chief, Deputy Fire Chief, all paid firefighters, managerial executives, confidential employees, police employees, professional, craft employees and all other employees employed by the City of Vineland.

### Article 2 - Tour of Duty

Revise article to read:

- §1. For the purpose of this Agreement, a tour of duty shall consist of a 12 consecutive hour work period. The City may schedule one employee (who is the 5th supervisor) to the dayshift who shall not work a

tour of duty, but shall work eight hours per day and 40 hours per week between the hours of 07:00 and 19:00, Sunday through Saturday. The City shall have the flexibility to determine the exact schedule provided 30 days' notice is given to the dayshift employee.

- §2. With the exception of the dayshift employee, an employee's regular schedule shall ordinarily consist of two-on, two-off, three-on, two-off, two-on, three-off. Employees who work during the change from standard to daylight savings time will work one additional hour at the conclusion of the scheduled tour of duty.
- §3. Employees shall be assigned to permanent day, night or power shift platoons. Employees shall be scheduled by seniority. If any permanent shifts become open, management shall post such opening to all employees. Such posting shall remain in place for at least 14 calendar days to allow all employees to bid for such shifts. Thereafter, the shift shall be filled from a written request by an employee to the Chief EMT.

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.

#### **Article 3 - Management Rights**

No change.

#### **Article 4 - Fair Labor Standards Act**

No change.

#### **Article 6 - Check-Off and Agency Shop**

Revise §4 to read:

If the rate of membership dues changes, the IAEP-74 shall furnish to the City one month's written notice prior to the effective date of such change.

#### **Article 7 - Bulletin Boards**

No change.

#### **Article 8 - Nondiscrimination**

Revise Article to read:

- §1. The parties shall apply the provisions of this Agreement equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital status, civil union status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces or any other classification protected by Federal or State law.
- §2. All references to employees in this Agreement shall be gender neutral.

§3. The City shall not interfere with the rights of employees to become IAEP-74 members. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of IAEP-74 membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or of this Agreement.

§4. The IAEP-74 recognizes its responsibility as bargaining agent and shall represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**Article 9 - Personnel Records**

No change.

**Article 10 - No-Strike Pledge**

No change.

**Article 11 - Wages**

Revise Article to read:

§1. Effective January 1, 2023 or subject to §6 of this Article, whichever is later, employees shall be paid as set forth in Exhibit "A".

§2. Effective December 31, 2023, wages shall increase 2.00% as set forth in Exhibit "A". In addition, wage schedules shall be created for Senior EMTs and Supervising EMTs. Employees shall be placed on the step corresponding to their years of service in rank. However, in no event shall employees be placed on a step less than their current salary. In that event, such employee shall be placed on the next higher step and shall remain on that step until the employee's years of service are commensurate with the next step. Years of service shall not carry over from one wage schedule to the other.

§3. Effective December 29, 2024, the wage schedules shall increase 2.00% as set forth in Exhibit "A".

§4. Effective January 4, 2026, the wage schedules shall increase 2.00% as set forth in Exhibit "A".

§5. The wage schedules shall not provide automatic step advancement beyond the expiration of this Agreement. Employees shall remain on their step until new wage schedules are negotiated.

§6. 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**

Add "or bi-weekly" to first sentence.

**Article 13 - Vacations**

Revise §1 to read:

§1. All employees shall be credited with the following vacation leave with pay upon each calendar year for their continuous service with the City:

- a. 10 hours for each month up to one year of service.
- b. 156 hours after one year and up to five years of service.
- c. 192 hours after six years and up to 13 years of service.
- d. 252 hours after 13 years and up to 19 years of service.
- e. 276 hours after 20 years of service.

“Continuous service” shall include all authorized leaves of absences but shall exclude prior service for those employees who have voluntarily resigned or have been terminated from employment. This provision may be waived on a case by case basis upon mutual agreement between the City and IAEP-74.

Vacation leave shall be taken in six hour increments only.

For subsections b. through e., employees shall be credited with one full year of service for their first year of service for vacation purposes. For example, an employee hired on August 1, 2005 would move from subsection c. (192 hours) to subsection d. (252 hours) on January 1, 2018.

#### **Article 16 - Education and Training Incentives**

No change.

#### **Article 17 - Travel Allowances**

No change.

#### **Article 18 - Court Time**

No change.

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

Revise §4 to read:

Reporting of Absence on Sick Leave. An employee who requests a sick leave absence shall notify the Chief EMT first. If unavailable, then the employee shall notify the on-duty supervisor at stations prior to the employee’s starting time. Sick leave may be used on an hour-for-hour basis. Failure to so notify may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action. Absence without notice for two consecutive tours of duty shall constitute a resignation not in good standing.

#### **Article 20 - Funeral Leave**

No change.

#### **Article 22 - Leave of Absence and Military Leave**

No change.

#### **Article 23 - Overtime**

Add the following language:

When Supervising EMT overtime has been exhausted, the position may be filled by a Fire Department EMT certified officer. On-call will only used as a last resort.

Add new §4:

A Supervising EMT shall receive \$2.50 per hour when assigned to standby duty, which shall be defined as being available and ready for work upon emergency notification via City pager continuously for the time period designated by the Chief EMT. When activated for work, standby pay shall cease for the period of time worked. Such employees shall then be entitled to regular overtime but shall not be entitled to minimum pay as provided in §3 of this Article.

Renumber remaining sections.

#### **Article 24 - Acting Assignments**

Revise to read:

§1. The Director of Fire, Fire Chief and Chief EMT reserve the unilateral right to assign an employee to the Acting Chief EMT position based on the needs of the EMS Division. The acting assignment must be pre-approved prior to being it worked and shall be offered to Supervising EMTs first. In the event no Supervising EMT is available, EMS management may utilize the Civil Service list for Supervising EMTs. The Supervising EMT (or Senior EMT on said Civil Service list) assigned to work as an Acting Chief EMT shall receive a payment of \$5.00 per hour for total time in the acting assignment.

§2. In the absence of a Supervising EMT, a Senior EMT may be assigned to perform the work of a Supervising EMT. However, the payment for a Senior EMT to act in the place of a Supervising EMT has been eliminated through negotiations.

#### **Article 25 - Payment for Accrued Sick Leave at Retirement**

No change.

#### **Article 26 - Health Benefits**

No change.

#### **Article 27 - Grievances**

No change.

#### **Article 37 - Swap Time**

No change.

#### **Article 28 - Extracontractual Agreements**

No change.

#### **Article 29 - Severability**

Revise Article to read:

In the event that any provision of this Agreement is held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remaining 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 invalid or unenforceable, the parties shall meet within 30 calendar days' written notice, by either party to the other, to negotiate modifications or revisions of such provision.

**Article 30 - Uniform Maintenance**

No change.

**Article 31 - Uniform and Equipment Reimbursement**

No change (delete part-time provision).

**Article 32 - Safety**

No change.

**Article 33 - Meals**

No change.

**Article 34 - Outside Activity/Employment Impairment**

No change (except clean-up full-time, part-time).

**Article 35 - Subcontracting and Successorship**

No change.

**Article 36 - Essential Personnel**

No change.

**Article 38 - Term of Agreement**

January 1, 2023 through December 31, 2026.

**Exhibit "A" - Wage Schedules**

Revise Exhibit as follows:

**Supervising EMT Wage Schedule:**

	2.00%	2.00%	2.00%
Steps	2024	2025	2026
1-3 Years	\$81,795	\$83,431	\$85,099
4-6 Years	\$89,942	\$91,740	\$93,575
7-9 Years	\$98,088	\$100,050	\$102,051
10+ Years	\$106,235	\$108,360	\$110,527

**Senior EMT Wage Schedule:**

	2.00%	2.00%	2.00%
<b>Steps</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
1-3 Years	\$73,315	\$74,781	\$76,277
4-6 Years	\$76,755	\$78,290	\$79,856
7-9 Years	\$80,195	\$81,799	\$83,435
10+ Years	\$83,634	\$85,307	\$87,013

Supervising EMT	Promoted	2023	2024	2025	2026
Pineda, Armando	10/20/91	\$104,152	\$106,235	\$108,360	\$110,527
Cain, Joe	10/01/14	\$86,115	\$106,235	\$108,360	\$110,527
Fransko, Jake	11/15/20	\$80,191	\$89,942	\$91,740	\$102,051
Shipman, Rich	11/15/20	\$80,191	\$89,942	\$91,740	\$102,051

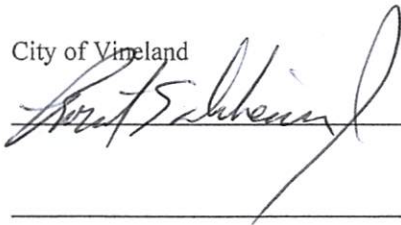
Senior EMT	Promoted	2023	2024	2025	2026
Watson, Ryan	12/24/17	\$78,774	\$80,195	\$81,799	\$87,013
Jacobsen, Richard	02/22/21	\$78,774	\$80,195	\$81,799	\$83,435
D'Ambrosio, Christina	12/27/20	\$78,774	\$80,195	\$81,799	\$83,435
Kayser, Patrick	08/15/22	\$68,657	\$73,315	\$78,290	\$79,856

- Bilingual Stipend of \$250 per year provided the employee passes CSC exam and is designated as Bilingual EMT.
- New Jersey certified or nationally registered Paramedic Stipend of \$500 per year.
- New Jersey certified EMT Instructor Stipend of \$500 per year.

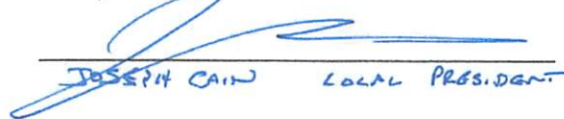
If an employee no longer qualifies for a stipend, the employee shall notify the Chief EMT immediately.

College credit guide remains in place.

City of Vineland

  
\_\_\_\_\_

IAEP, Local R2-74

  
JOSEPH CAIN LOCAL PRESIDENT