

RESOLUTION NO. 2017 - \_\_\_\_\_

A RESOLUTION APPROVING AN EMPLOYEE AGREEMENT WITH ALFRED LINCKS, III, CHIEF EMERGENCY MEDICAL TECHNICIAN, FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2017.

WHEREAS, on July 27, 1954, Ordinance No. 133 was adopted and established the City of Vineland Department of Health, and was amended in its entirety on September 23, 2008 by Ordinance No. 2008-60; and

WHEREAS, the Emergency Medical Services is a division of the City of Vineland Health Department; and

WHEREAS, the City of Vineland currently recognizes and employs Alfred Links, III as the full-time Chief Emergency Medical Technician, also known as the Chief of Emergency Medical Services of the Vineland Health Department; and

WHEREAS, the position of Chief Emergency Medical Technician is classified as a “managerial executive” position, and therefore not permitted in any collective bargaining unit; and

WHEREAS, the City desires to have clearly defined salary adjustments, benefits and other terms and conditions of employment for such employees; and

WHEREAS, negotiations have been undertaken, and a tentative employee agreement has been reached between the City of Vineland and Alfred Lincks, III.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that an employee agreement concerning salary, benefits, and other terms and conditions of employment with Alfred Lincks, III is approved from January 1, 2014 through December 31, 2017, and the execution thereof for and on behalf of the City of Vineland is hereby authorized and directed in the form and substance similar to the attached; 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

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

CHIEF EMERGENCY MEDICAL TECHNICIAN

January 1, 2014 through December 31, 2017

This Agreement dated \_\_\_\_\_ by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as the “City” and Alfred Lincks, III, the City of Vineland Chief Emergency Medical Technician, hereinafter referred to as the “Chief”.

### **Article 1 - Recognition**

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

For the purposes of this Agreement, the Chief is pursuant to the New Jersey Civil Service Commission described as the “Chief Emergency Medical Technician” of the City of Vineland Emergency Medical Services “EMS”.

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

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.

### **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 the Chief without prior notice to the Chief and when appropriate without negotiation with the Chief unless required by law. 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 - No-Strike Pledge**

Neither the Chief nor any person acting on his behalf will cause, authorize, or support any strike. (e.g., the concerted failure of an employee to report for duty, willful absence from their position, work stoppage or abstinence in whole or in part from the full faithful and proper performance of the employee’s employment duties). Such participation in any strike related activity as specified will constitute a material breach of this Agreement, and be grounds for termination, subject to the grievance procedure set forth in this Agreement.

## **Article 5 - Responsibilities of the Chief**

Pursuant to state law, the ordinances of the City and the rules and regulations as established by the appropriate authority, the responsibilities of the Chief shall include:

1. Conduct and manage the day to day operations of the EMS Division.
2. Administer and enforce rules, regulations and special emergency directives regarding the direction and discipline of the workforce.
3. Have exercise, and discharge the functions, powers and duties of the EMS Division.
4. Delegate such of his authority as he may deem necessary for the efficient operation of the force to exercise under his direction and supervision.
5. Prescribe the duties and assignments of all subordinates and other personnel.
6. Report at least monthly in the manner prescribed by the appropriate authority to the appropriate authority as to the operation of the EMS Division during the preceding month.
7. Perform any and all duties required of the position of the Chief of EMS.

## **Article 6 - Workweek**

Effective upon execution of this Agreement, the Chief shall be designated as an exempt employee for the purpose of receiving overtime and compensatory time under the Fair Labor Standards Act. The Chief shall normally work 40 hours per week and his employment shall be based on a seven day work period. The Chief's normal work week shall consist of eight hours per day, Monday through Friday. As an exempt employee, the Chief shall not receive overtime compensation or compensatory time for any hours worked in excess of 40 hours per week. This shall include, but not be limited to, responding to EMS emergencies, EMS incident calls or any other duties in connection with his position of Chief of EMS.

## **Article 7 - Vacations**

- §1. The Chief shall receive 240 vacation leave hours annually, for his continuous service with the City, except as otherwise provided herein.
- §2. Where in any calendar year, vacation leave or any part thereof is not granted nor taken due to pressure of EMS Division business, as determined and approved by the Department Director, such vacation leave shall accumulate and may be taken during the next succeeding calendar year only.
- §3. Vacation pay will be granted to the Chief upon termination of his employment. The number of hours to be paid will be the proportional number as accrued during the year of termination. The rate of vacation pay shall be based on the Chief's regular rate of base pay.

## **Article 8 - Travel Allowances**

- §1. The Chief shall be permitted subject to approval by the Department Director to attend and be compensated for, at the regular pay, any school, seminar or re-training session conducted or sponsored by the organizations that represent, oversee, regulate and effect change in the EMS/Medical transportation industry.

§2. The Chief will be reimbursed for necessary travel expenses incurred while on City business consistent with the Travel Policy of the Policy Manual.

§3. The Chief will be reimbursed mile for mile for the use of his personal vehicle while on City business at the prevailing IRS rate. In order to receive reimbursement, the Chief shall complete and submit the appropriate travel form pursuant to City Policy.

### **Article 9 - Holiday Pay**

The Chief shall receive the following paid holidays off at straight time:

New Years Day	
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	General Election Day
Memorial Day	Thanksgiving
Independence	Day after Thanksgiving Day
Labor Day	Christmas

1. 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.
2. If the Chief works for any reason on a paid holiday he will not receive any additional compensation.
3. Paid holidays that are observed while the Chief is on vacation leave shall not be counted as a vacation leave.

### **Article 10 - Funeral Leave**

§1. The Chief shall receive leave with pay for up to a maximum of five days in the event of the death of the Chief's spouse, domestic partner, son, daughter, mother, father, step-mother, step-father, or step-child.

§2. The Chief shall receive leave with pay for up to a maximum of three days in the event of the death of the Chief's grandfather, grandmother, sister, brother, father in law, mother in law, son in law, daughter in law, brother in law, sister in law, grandchildren, or step family members. Should funeral services for the deceased hereunder be held more than 500 miles away from the City of Vineland, then such funeral leave shall be for a maximum of five days.

§3. To be eligible for funeral leave, the Chief must attend the funeral service.

### **Article 11 - Sick Leave**

§1. Service Credit for Sick Leave. The Chief 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 the Chief because of personal illness by reason of which the Chief is unable to perform the usual duties of the position. Sick leave may be used by the Chief when unable to work because of:
1. Personal illness or injury.
  2. Exposure to contagious disease.
  3. Care, for a reasonable period of time of a seriously ill member of the Chief's immediate family. "Immediate family" is defined by N.J.A.C. 4A: 1-1.3 as employee's spouse, child legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father in law, mother in law, and other relatives residing in the employee's household. The City also recognizes step-father and step-mother to be part of the immediate family or other near relative.
  4. Death in the Chief's immediate family for a maximum of three days.
- B. If the Chief is incapacitated and unable to work because of an injury sustained in the performance of his duties, as evidenced by a certificate of a City designated doctor or other doctor acceptable to the City, he 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/acceptable doctor 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 Chief is unable to return to duty, a certificate from the City designated/accepted physician shall be presented, certifying to this fact, and the Chief may elect if he 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 Chief's regular basic wage.

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

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

Furthermore, if the Chief, during the period of his disability is fit to perform "other" light duties, the City may, at its discretion, allow or require the Chief to perform these light duties. The Chief's ability to perform such light duties shall be determined by a City designated doctor acceptable to the City. The Chief if authorized to report on "light duty" shall do so.

The Chief while on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he remains on the payroll.

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

- §3. Reporting of Absence on Sick Leave. Notification will be done in accordance with department rules and regulations.
- §4. Verification of Sick Leave. The Chief may be required to submit medical evidence substantiating the illness from a doctor acceptable to the City when the Chief 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 Chief is abusing sick leave. The City may also require the Chief to be examined by a doctor 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 Chief's return to work.
  - B. The City may require the Chief 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 doctor designated by the City. Such examination shall establish whether the Chief is capable of performing his duties and that his 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 the Chief, if active on the payroll, 50% of all accrued and unused sick leave pay up to a maximum of \$15,000.

#### **Article 12 - Personal Leave**

The Chief shall receive 32 personal leave hours annually. Personal leave shall not accumulate from year to year.

#### **Article 13 - Uniform Maintenance Allowance**

The Chief's uniforms shall be laundered by the City in a manner that is compliant with blood borne pathogen regulations for every garment at the City's expense.

#### **Article 14 - Overtime and Compensatory Time**

- §1. Overtime is work performed in excess of eight hours per day. Overtime is work performed in excess of 40 hours per week.
- §2. Overtime is hours when the Chief is required to perform work while on a day off or in addition to an eight hour day. Payment for overtime hours shall be at straight time and one-half.
- §3. Overtime will be calculated and rounded in 15 minute increments.
- §4. The parties may mutually agree for the Chief to earn compensatory time in lieu of the appropriate overtime payment. Compensatory time may accrue in accordance with the FLSA. However, the City retains the right to buy-out an the Chief's compensatory time in whole or in part at any time during the year with at least 30 days notice to the Chief. 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.

§5. The Chief will be paid for any call-ins and special overtime in the same manner as subordinate EMS Supervisors. Special overtime would include such circumstances as call in from off duty.

Effective upon execution of this Agreement, sections 1 through 5 of this article shall be eliminated.

Also, effective upon execution of this Agreement, this article shall read:

As provided for under Article 6 of this Agreement, the Chief of EMS is designated an exempt employee under the Fair Labor Standards Act and shall not be entitled to overtime or compensatory time for any hours worked in excess of 40 in a workweek.

### **Article 15 - Retirement**

For purposes of this Article, retirement shall mean an approved pension documented by the New Jersey Division of Pensions and 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. The Chief retiring either on the regular pension or disability shall be paid for all accumulated vacation.
2. In case of death of the Chief, 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, the City shall pay the Chief 50% of all accrued and unused sick leave up to a maximum of \$15,000.
4. This supplemental compensation payment shall be computed at the rate of one-half (1/2) accumulated unused sick days multiplied by the Chief daily rate of pay which is based upon the average annual base compensation received during the last year of his 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 not later than one month after the final adoption of the City budget for the year succeeding the effective date of retirement of the Chief.

The Chief shall 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.

### **Article 16 - Health Benefits**

- §1. The City shall pay the premiums for all health, prescription and dental insurances set forth in this Article except for any Chief contribution or co-pay set forth herein or required by New Jersey law.
- §2. The City shall provide health insurance to the Chief and his eligible dependents. The benefits are more specifically provided for and explained in a brochure available to the Chief. The City retains the right to select the insurance carrier or to be self-insured for the provision of any health benefits, so long as the level of benefits or administrative procedures from those currently in place are substantially similar.



§3. The City shall provide a generic prescription plan including insulin syringes for the Chief and his eligible dependents. A federally approved generic equivalent, if available, will be dispensed for name brand unless the Chief's physician specifically requires name brand. If the Chief receives name brand when generic is available, the Chief 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 Chief's deductible. Co-pays are as follows:

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

§4. Upon retirement, the Chief shall receive the same prescription coverage as active employees, which may change from time to time, until he:

- a. Obtains employment having prescription coverage comparable to active employees. However, the retired Chief 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.

§5. The City shall provide a basic dental care plan for the Chief and his eligible dependents. The selection of plans are a customary Delta 50/50 Dental Plan, Delta-Flagship Health Systems, Inc., Delta Preferred Provider Option or their successors.

§6. When on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, the Chief is responsible for payment of said health benefits in accordance with the applicable regulations.

§7. The Chief shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011, or applicable law. Payments shall be made by the way of withholdings from the Chief's payroll checks. The City shall establish and adopt a Section 125 Plan so that said contribution would be 'pre-tax'.

§8. The Chief, if he so chooses, may waive all, or a portion, of the health benefits provided by this Agreement. In the event of a waiver, a waiver fee will be paid to the employee 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.

**Article 17 - Fully Bargained Provision**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable issues. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**Article 18 - Extracontractual Agreements**

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

**Article 19 - Severability**

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

**Article 20 - Equipment Reimbursement**

The City shall reimburse the up to a maximum of \$300 annually, for the purchasing and maintaining of necessary equipment for the Chief's regular duties upon submission of paid receipts. The Chief will be responsible for purchasing equipment in accordance with department standards for the following equipment: penlight, scissors, stethoscope, digital watch or a watch with a second hand, equipment pouch, small note pad, ink pen, map book, plain black knit winter hat, cut resistant gloves and personal protection boots as specified in the Department of Health, EMS Division Policy. The City will also reimburse up to a maximum of \$275 toward the purchase of a bullet-proof vest during the term of this Agreement, but no more than one vest every five years.

**Article 21 - Salary**

The Chief's base salary shall be increased upon the first pay of each calendar year as follows:

2014: 1.60%  
2015: 1.60%  
2016: 1.60%  
2017: 1.60%

**Article 22 - Essential Personnel**

The Chief is an essential personnel and, therefore, is expected to report to work and work his regularly scheduled 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, the Chief shall receive no additional compensation or time off for reporting to work and working his regularly scheduled work hours on a day 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 23 - Term of Agreement**

This Agreement shall be in full force and effect as of January 1, 2014 and shall remain in effect to, and including December 31, 2017. This Agreement will remain in force until such time as it is re-negotiated by the parties.

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

By:

City of Vineland

Chief Emergency Medical Technician

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Alfred Lincks, III

ATTEST:

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

February 15, 2017

Dear Chief Lincks:

The Federal Fair Labor Standards Act (FLSA) requires that employees be compensated at an overtime rate of one and one half times the employee's base rate of pay for any time actually worked in excess of 40 hours in a workweek. However, the FLSA also provides that certain employees in managerial, administrative, executive and professional positions are exempt from receiving that overtime payment even if they work in excess of 40 hours in a workweek.

The City has reviewed your current job title and the duties you perform on a daily basis and has concluded that you are an exempt employee under the FLSA and, therefore, are not entitled to any overtime compensation, or compensatory time in lieu thereof, for any hours worked in excess of 40 hours in any workweek. You are expected to work your normal workweek and any additional hours needed to fulfill your responsibilities.

As a result of this designation, the City has conducted a review of the overtime hours which you have worked in the past and has determined that it will provide you with a one-time salary increase of \$2,662.00 to your 2017 base salary effective upon the execution of your employee agreement in recognition of the amount of hours you regularly and ordinarily work to carry out and fulfill the duties of your position.

Thank you for your continued service to the City of Vineland.

Sincerely,

Anthony R. Fanucci  
Mayor

AF/gg