

RESOLUTION NO. 2018 - 383

A RESOLUTION APPROVING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS, LOCAL R2-75 FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2022.

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 October 2, 2018.

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, 2019 through December 31, 2022 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**

**Between**

**City of Vineland, a Municipal Corporation of the State of New Jersey  
(herein referred to as the "City")**

**&**

**The International Association of EMTs and Paramedics, Local R2-75  
(herein referred to as the "IAEP")**

On this day, OCTOBER 3, 2018, the parties hereby agree to the following terms and conditions of employment for a new labor agreement "Agreement" for the period January 1, 2019 through December 31, 2022.

This Memorandum of Agreement is subject to ratification by the membership of IAEP and final approval by the Governing Body of the City. The negotiating committees unanimously agree to recommend such ratification and approval to the membership and the Governing Body.

This Agreement reflects the agreement between the City and IAEP which will expire on December 31, 2018.

**1. Preamble**

Revise Date as appropriate.

**2. Article 1 – Recognition**

No change.

**3. Article 2 - Tour of Duty**

No change.

**4. Article 3 – Management Rights**

No change.

**5. Article 4 – Fair Labor Standards Act**

Revise to read "The City is required to comply with the provision of the Fair Labor Standards Act (FLSA)."

Eliminate remainder of Article.

6. **Article 5 – Association Representatives, Members, and Delegates Rights**

Remove reference to N.J.S.A. 11A:6-10 as that statute only applies to police and firefighters. Section 1 to begin “The City shall....” Remainder of article to stay the same.

7. **Article 6 – Check Off and Agency Shop**

No change.

8. **Article 7 – Bulletin Boards**

No change.

9. **Article 8 - Nondiscrimination**

No change.

10. **Article 9 – Personnel Records**

No change.

11. **Article 10 – No Strike Pledge**

No change.

12. **Article 11 - Wages**

Shall be revised to read as follows:

- a. Effective January 1, 2019, the wage guide shall increase 2.0% as is set forth in the guide attached hereto as Exhibit “A” and made a part hereof.
- b. Effective January 1, 2020, the wage guide shall increase 2.0% as is set forth in the guide attached hereto as Exhibit “B” and made a part hereof.
- c. Effective January 1, 2021, the wage guide shall increase 2.25% as is set forth in the guide attached hereto as Exhibit “C” and made a part hereof.
- d. Effective January 1, 2022, the wage guide shall increase 2.25% as is set forth in the guide attached hereto as Exhibit “D” 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 his full-time position at Step 1 and, thereafter, advance on the step guide in accordance with the wage article.
- f. The Wage Schedule shall not provide automatic step advance beyond the expiration of this Agreement. Full-time employees shall remain on their step until a new wage schedule is negotiated.
- g. During the term of this Agreement, any employee designated as a “Senior EMT” shall receive \$2.50 in addition to their normal hourly rate in addition to their normal hourly rate for each year thereafter. For clarification, the \$2.50 in 2019 and thereafter is on top of the normal hourly rate and NOT in addition to the 2.25% increase in 2018. The Senior EMT pay is only increase by \$0.25 from 2018 to 2019.

- h. All employees shall receive compensation as set forth in the scatter gram 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.

**13. Article 12 – Pay Period**

Revise Section 1 to read “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 given on the preceding day.”

**14. Article 13 – Vacations**

Section 4 Revise as follows: Employees commencing employment during the first 15 calendar days of the month shall be credited with having worked a full month for vacation accrual. Employees commencing employment on the 16<sup>th</sup> day through the 23<sup>rd</sup> day of the month shall accrue one half of the monthly allotment. Employees commencing employment after the 23<sup>rd</sup> day of the month shall not be credited with working said month for vacation accrual.

**15. Article 14 – Scheduled Leave**

Last section of schedule 3 to be eliminated.

**16. Article 15 – Holiday Pay**

No change.

**17. Article 16 – Education and Training Incentives**

Add New §7.

§7: The City will incorporate One Platoon Training Day each Quarter, to be paid at straight time rate of pay which shall be scheduled during the tour’s short week. The training day will be a four-hour long shift. The courses to be presented shall be selected by the City and shall be scheduled by the City as it may determine in its discretion.

**18. Article 17– Travel allowances**

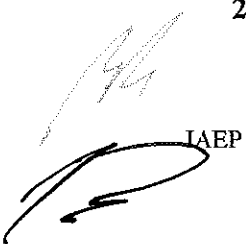
No change.

**19. Article 18 – Court Time**

No change.

**20. Article 19 – Sick Leave**

No change.



JAEP

**21. Article 20 – Funeral Leave**

No change.

**22. Article 21 – Personal Leave**

Eliminate one “Personal leave shall not accumulate” – it appears twice in Section 1.

**23. Article 22 – Leave of Absence<sup>4</sup> and Military Leave**

No change.

**24. Article 23 - Overtime**

No change.

**25. Article 24 – Acting Assignments**

No change.

**26. Article 25 – Payment for Accrued Sick Leave at Retirement**

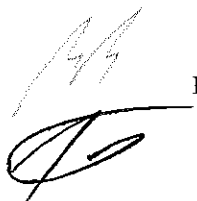
No change.

**27. Article 26 – Health Benefits**

Revise Section 1 to read as follows:

Effective January 1, 2019, the City shall provide, as the base plan, the State Health Benefits Plan, New Jersey Horizon Direct 15/25 Plan or Actna Freedom 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 or Freedom 15/25 Plan 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 or Freedom 15/25 Plan. 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 equivalent to the plans and coverages provided from time to time under the current plan.

Revise: §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:



<b>Salary Range</b>	<b>SINGLE</b>	<b>M/S &amp; P/C</b>	<b>FAMILY</b>
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%

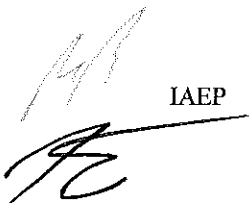
If the medical and prescription drug combined plan's premiums exceed the threshold of the Patient Protection and Affordable Care Act ("PPACA") Cadillac Tax (as implemented) the parties must agree upon a new plan that will not require an excise tax payment pursuant to the PPACA Cadillac Tax within thirty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

**28. Article 27 – Grievances**

No change.

**29. Article 28 – Extracontractual Agreements**

No change.



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**30. Article 29 – Severability**

No change.

**31. Article 30 – Uniform Maintenance**

No change.

**32. Article 31 – Uniform and Equipment Reimbursement**

No change.

**33. Article 32 – Safety**

No change.

**34. Article 33 – Meals**

No change.

**35. Article 34 – Outside Activity / Employment Impairment**

No change.

**36. Article 35 – Subcontracting and Successorship**

No change.

**37. Article 36 - Essential Personnel**

No change.


**38. Article 37 – Term of Agreement**

Shall be revised to read as follows: This Agreement shall be effective as of January 1, 2019 and its terms and provisions shall continue in full force and effect until December 31, 2022.

**39. New Article - Exchange of Shifts**

Employees may exchange shifts with advance written approval of the Chief of EMS or his designee. Requests shall be made with as much advance notice as possible, but not less than forty-eight (48) hours prior to the exchange.

Exchanges shall not result in any overtime for any employee. The exchange of shifts program must comply with the FLSA. Exchanges must be completed within the same work week. In the event an employee agrees to exchange a shift and then cannot fulfill his/her obligation, it shall be that employee's obligation to ensure the shift is covered. If the employee misses a shift he/she has agreed that the following penalties shall be



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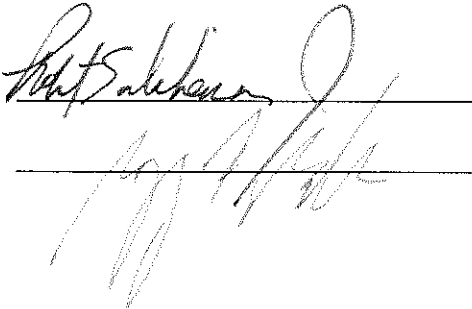
imposed without any appeal or other recourse:

1. First offense - One day suspension, without pay, and three months of no exchanges
2. Second offense -- Three day suspension, without pay, and six months of no exchanges
3. Third offense – Five day suspension, without pay, and one year of no future exchanges.

The exchange of shifts program is being incorporated on a trial basis and may be discontinued upon order of the Business Administrator upon ninety (90) days notice.

In witness whereof, the parties hereto reached a tentative agreement subject to ratification by the City and the International Association of EMTs and Paramedics, Local R2-75 to be signed by their respective representatives the day and year first above written.

City of Vineland Negotiating Committee:



IAEP Negotiating Committee:

