

RESOLUTION NO. 2022 - 02

A RESOLUTION APPROVING AN EMPLOYEE AGREEMENT WITH KELLY SORACCO, CHIEF EMERGENCY MEDICAL TECHNICIAN, FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2022.

WHEREAS, on May 26, 2020, Ordinance No. 2020-31 was adopted and relocated the City of Vineland Emergency Medical Services Division from the Department of Health to the Fire Department; and

WHEREAS, the City of Vineland currently recognizes and employs Kelly Soracco as the full-time Chief Emergency Medical Technician, also known as the Chief of Emergency Medical Services of the Vineland Fire 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 salaries, benefits and other terms and conditions of employment for such employees; and

WHEREAS, the City desires to memorialize the salary, benefits and other terms and conditions of employment provided to Kelly Soracco.

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 Kelly Soracco is approved from January 1, 2022 through December 31, 2022, 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, 2022 through December 31, 2022

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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 Kelly Soracco, 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 Fire Department rules and regulations, but no City ordinance or Fire 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 - Fully Bargained Provisions**

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 5 - 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 6 - 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 7 - No-Strike Pledge**

Neither the Chief nor any person acting on her 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 8 - 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 her authority as she may deem necessary for the efficient operation of the force to exercise under her 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.

### **Article 9 - Workweek**

The Chief is hereby 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 her employment shall be based on a seven day work period. 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 her position of Chief.

### **Article 10 - Essential Personnel**

The Chief is an essential personnel and, therefore, is expected to report to work and work her 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 her 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 11 - Overtime and Compensatory Time**

As provided for under Article 8 of this Agreement, the Chief 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 12 - 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 Emergency Medical Service or other field related to her administrative duties.
- §2. The Chief will be reimbursed for necessary travel expenses incurred while on City business consistent with the Travel and Training Policy of the Policy Manual.
- §3. The Chief will be reimbursed mile for mile for the use of her 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 13 - Vacations**

- §1. The Chief shall receive 240 vacation leave hours annually, for her 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 her 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 14 - Holiday Pay**

- §1. The Chief shall receive the following paid holidays off at straight time:

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

- §2. 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.
- §3. If the Chief works for any reason on a paid holiday she will not receive any additional compensation. However, the Chief may reschedule any time worked on a paid holiday for equivalent time off during the same pay period, not to exceed eight hours, so long as it does not unduly disrupt the operations of the EMS Division business.

**Article 15 - Personal Leave**

The Chief shall receive 32 personal leave hours annually. Personal leave shall not accumulate from year to year nor shall it be paid out to the Chief upon separation of employment.

**Article 16 - Funeral Leave**

- §1. The Chief shall receive leave with pay for up to a maximum of five calendar days in the event of the death of the Chief's spouse, civil union 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 calendar 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, grandparents of the spouse 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. The Chief, if notified while on-duty and on a scheduled day of work of a family member's death as listed in §1 or §2 above, shall be excused with pay for the remainder of her shift. Such excused time shall be in addition to funeral leave described in §1 or §2 above and shall not be charged to any other accrued leave time.
- §4. The Chief shall select either the date of death or funeral service date as the start of funeral leave. Upon selecting the start date, funeral leave shall run consecutively on calendar days, whether the days are working or non-working. In the event the date of death is selected as the start of funeral leave, and that date is the same day as when the Chief is notified as described in §3 above, then the start of funeral leave shall be the day after the date of death. In the event the last day of funeral leave falls within an Chief's five-day work cycle, the Chief may use sick leave to cover that work cycle.
- §5. Sick leave taken under this Article shall not count toward the sick leave threshold outlined in Article 17, §4 (Verification of Sick Leave).

#### **Article 17 - 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 her duties, as evidenced by a certificate of a City designated doctor or other doctor acceptable to the City, she 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 she 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 her 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 she 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 City-designated physician 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 her duties and that her 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 18 - 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 19 - 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 20 - 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 her 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 21 - Health Benefits**

§1. The City shall provide health insurance to the Chief and her eligible dependents subject to any employee contribution or co-pay as required by New Jersey law. The Chief may transfer from plan to plan during open enrollment. The Chief will be subject to any co-payment established by the medical coverage selected by the employee. 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 similar to the plans and coverages provided from time to time under the current plan.

The City shall provide, as the base plan, the State Health Benefits Program (SHBP), New Jersey Horizon Direct 15/25 Plan. In the event the Chief chooses a plan with a higher premium, the Chief shall pay the difference in the premium between the NJ Direct 15/25 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 plan.

§2. The City shall provide a generic prescription plan to the Chief and her eligible dependents subject to any employee contribution or co-pay as required by New Jersey law. 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. The co-pays are as follows:

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

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

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

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

§4. The Chief and her eligible dependents shall receive a basic dental care plan and choose from among a customary Delta 50/50 Dental Plan, Delta-Flagship Health Systems, Inc. or Delta Preferred Provider Option, or their successors.

§5. If the Chief should go on an approved Leave of Absence, the Chief shall be responsible for her share of the payment of said health benefits in accordance with City Policy.

§6. The Chief shall pay a cost contribution for Health Insurance Plan coverage's 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 the Chief's payroll checks. The City shall establish and adopt a Section 125 Plan so that said contribution would be 'pre-tax'. Specifically, the Chief shall contribute a percentage of the premium as follows:

Salary Range	Single	Member/Spouse/Partner & Parent/Child	Family
110,000 and over	35.00%	35.00%	35.00%

§7. The Chief, if she 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 22 - Salary**

Effective January 1, 2022, the Chief's annual base salary shall be \$115,000.

**Article 23 - Pay Period**

The City shall, in its discretion, pay the Chief 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 the Chief. Should the payroll office be scheduled for closure on a Friday, paychecks shall be issued on the preceding day.

**Article 24 - Term of Agreement**

This Agreement shall be in full force and effect as of January 1, 2022 and shall remain in effect to, and including December 31, 2022. 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

\_\_\_\_\_  
Kelly Soracco

ATTEST:

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

January 3, 2022

Dear Chief Soracco:

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.

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

Sincerely,

Anthony R. Fanucci  
Mayor

AF/gg