

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDICS

LOCAL R2-75

An Employee Representative

January 1, **2022** through December 31, **2025**

Changes are in **Bold**

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

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This Agreement dated MAY 24, 2022 by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City" and the International Association of EMTs and Paramedics Local R2-75, Vineland, NJ, hereinafter referred to as the "IAEP". The City and IAEP shall together be hereinafter referred to as the "parties".

Article 1 - Recognition

It is the intention of the parties that this Agreement be construed in harmony with New Jersey statutes, New Jersey Civil Service Commission (CSC) rules and regulations, City ordinances and **Fire** Department, Emergency Medical Service (EMS) rules and regulations, but no City ordinance or **Fire** Department, EMS rule and regulation shall amend or alter any provision of this Agreement.

The City recognizes the IAEP 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 pursuant to Certification Docket No. RO-2000-84 by the New Jersey Public Employment Relations Commission (PERC) dated March 31, 2000, as authorized by the New Jersey Employer-Employee Relations Act of 1968, and as amended, as follows:

All emergency medical technicians and senior medical technicians employed by the City of Vineland, **Fire** Department; but excluding all non-supervisory firefighters, all paid firefighters, fire chief, the emergency medical service supervisor, managerial executives, confidential employees, police employees, professional, craft employees, and all other employees employed by the City of Vineland.

Benefits for part-time employees are specified in City Policy, and shall not exceed those provided by any State or Federal law.

Article 2 - Tour of Duty

- §1. For the purpose of this Agreement, a tour of duty shall consist of a 12 consecutive hour work period. The City has a managerial prerogative to hire personnel to work a flexible schedule to meet departmental needs. 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. With the exception of flexible scheduled employees, a full-time 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. Full-time employees shall be assigned to permanent day, night or power shift platoons with one Senior 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 **up to termination**.

Article 3 - Management Rights

§1. 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. Accordingly, the City hereby retains and reserves unto itself, or through and by the Chief EMT, Director of Fire, Fire Chief or designees, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights not inconsistent with the terms and conditions of this Agreement or aforesaid laws of the State of New Jersey or United States:

- a. the executive management and administrative control of the City and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
- b. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to CSC regulations;
- c. the reprimand, suspension, demotion or discharge of employees or other disciplinary action;
- d. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to CSC regulations;
- e. the determination of the number of employees and of the duties to be performed, in accordance with applicable CSC regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
- f. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
- g. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the City;
- h. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
- i. the determination of the amount of overtime to be worked;
- j. the determination of the methods, means and personnel by which its operations are to be conducted;
- k. the determination of the content of work assignments;



- l. the exercise of complete control and discretion over its organization and the technology of the performance of its work;
 - m. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the City; and
- §2. The City shall have the right at all times to enforce rules, regulations, policies or other statements of procedure not inconsistent with this Agreement, notwithstanding the act, whether active or passive, of the City in refraining from doing so at any time. The act of the City at any time in refraining to enforce said rights shall not be construed as having created a custom or practice contrary or as having waived or modified said rules, regulations, policies or other statements of procedure.
- §3. The City may suspend, discharge or demote an employee for sufficient and reasonable cause. All discipline is governed by the CSC. Discipline of employees in excess of five days or the equivalent thereto not to exceed 40 hours is subject to a departmental hearing if requested by the employee.
- §4. All disciplinary actions against employees shall be initiated in a timely manner as dictated by the nature of the offense, typically 32 business days (business days hereinafter shall be considered Monday through Friday, except for federally recognized holidays). Incidents involving criminal conduct or extraordinary circumstances (e.g. matters part of an ongoing investigation or which could not reasonably have been discovered and charged by management within 32 business days) may result in the issuance of disciplinary charges beyond 32 business days. The serving of suspensions shall not be inconsistent with CSC regulations.

Article 4 - Fair Labor Standards Act

The City is required to comply with the provisions of the Fair Labor Standards Act (FLSA).

Article 5 - Association Representatives, Members and Delegates' Rights

- §1. **The IAEP President or designee**, whose names shall be filed in writing with the Director of Fire shall be permitted to visit the administrative offices of the Fire Department for purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Chief EMT or **designee**. IAEP representatives shall not interfere with the normal conduct of the work of the Fire Department or EMS Division.
- §2. The City shall grant the necessary time off with pay not to exceed 24 hours for the delegate and alternate as submitted to the Chief EMT by the IAEP to attend the national convention with a minimum 30 day notice. **Also, 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.**
- §3. The City shall grant a leave of absence with pay to the duly authorized IAEP representatives to attend the national convention of such organization. A certificate of attendance to the national convention shall be submitted by the representatives so attending. Leave of absence shall be for a period inclusive of the duration of the convention. The duly authorized representatives shall not be required to return to work until his/her next full scheduled work shift.

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 or 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.

- §4. Employees who, by mutual agreement between the parties, participate during working hours in collective bargaining meetings and grievance hearings shall suffer no loss of pay. Employees shall be allowed one hour prior to and one hour after the meeting is over as excused time from work. They shall give their supervisor reasonable notice of their desire to attend such meetings. It is understood, however, that except for the foregoing, nothing shall be done which shall interfere with the work of any employee or department.

Article 6 - Check-Off and Agency Shop

- §1. Pursuant to N.J.S.A. 52:14-15.9e, employees who are IAEP members may authorize voluntarily and in writing to the proper disbursing officer of the City to have customary dues deducted from their compensation and paid to the IAEP.
- §2. 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. Said deduction will commence as soon as practicable after the employee's 60th day of employment in a bargaining unit position. Said monies, together with records of any corrections, shall be transmitted to the IAEP Office during the month following the monthly pay period in which deductions were made.
- §3. A check-off shall commence for employees who sign a properly dated authorization card, supplied by the IAEP and approved by the City during the month following the filing of such card with the City.
- §4. If during the life of this Agreement there shall be any change in the rate of membership dues, the IAEP shall furnish to the City one month's written notice prior to the effective date of such change.
- §5. 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**.
- §6. The IAEP shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the IAEP pursuant to this Article.
- §7. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization cannot again be effected for a period of three months.

Article 7 - Bulletin Boards

- §1. The City shall furnish suitable bulletin board space (approximately 24" x 36") at all EMS stations for exclusive IAEP use.
- §2. The IAEP shall limit its postings of notices and bulletins to such bulletin boards.

- §3. The IAEP agrees that it will not post material which may be profane, derogatory to any individual, or constitute public election campaign material. All bulletin notices shall be signed by the IAEP President or designee.
- §4. Any material which the City alleges to be in violation of this Agreement shall be promptly removed by the IAEP. The matter will then be subject to the grievance procedure for resolution.
- §5. IAEP bulletins shall be maintained in a neat and orderly fashion by the IAEP representative.

Article 8 - Nondiscrimination

- §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 designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- §3. The City agrees not to interfere with the rights of employees to become IAEP members. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of IAEP 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 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

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, Director of Fire, Fire Chief or designee** and Chief EMT shall be the only **other** personnel to have access to these personnel records.

Article 10 - No-Strike Pledge

- §1. Public employees are precluded from participating in a strike, slowdown, walkout or other job action. If an employee participates in an attempt to strike, to slowdown, walkout or other job action, the employee will be subject to disciplinary action.
- §2. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the IAEP or its members.

Article 11 - Wages

§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.

Any employee who moves from full-time to part-time after June 30, 2022, with continuous service, shall retain the step in which he or she was previously situated. For example, a step 7 full-time employee who moves to part-time with continuous service shall be placed at step 7 of the part-time wage schedule. In no event shall part-time steps go beyond 10. For example, a step 17 full-time employee who moves to part-time with continuous service shall be placed at step 10 of the part-time wage schedule.

§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

- §1. The City shall, in its discretion, pay employees 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 issued on the preceding day.
- §2. 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**.
- §4. The City shall endeavor to provide as much information on paychecks as employees desire within the capabilities of the computerized payroll system. Pay receipts currently specify:
 - a. base pay.
 - b. overtime pay.
 - c. other payments, hours and entitlements.
 - d. accrued benefit time.
 - e. deductions.
 - f. year-to-date deductions.

Article 13 - Vacations

- §1. Full-time employees shall receive the following annual vacation leave with pay, except as otherwise provided:
 - a. 10 hours for each month up to one year of continuous service.
 - b. 156 hours after one year and up to five years of continuous service.

- c. 180 hours after five years and up to thirteen years of continuous service.
- d. 240 hours after thirteen years of continuous 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.

Part-time employees shall receive 12 vacation leave hours for every 219 hours worked.

Vacation leave shall be taken in six hour increments only.

For subsections b. through d., 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, 2000 would move from subsection c. (180 hours) to subsection d. (240 hours) on January 1, 2013.

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. Power shifts shall be considered part of the daytime platoon.

- §2. Vacation leave shall be taken in the year earned. Should any vacation leave not be granted and taken due to the pressure of EMS business, as determined by the Director of **Fire** and approved by the Business Administrator or designee, such vacation leave shall accumulate, be granted and taken during the succeeding calendar year only. Full-time employees may carry over any vacation leave not used due to a worker’s compensation injury to be used within the first three months of returning to work during the following calendar year. Notwithstanding the above, full-time employees may carry over 48 vacation hours to be used during the following year only.
- §3. Employees commencing employment during the first eight calendar days of the month shall be credited with having worked a full month for vacation accrual. Employees commencing employment on the 9th through the 23rd day of the month shall accrue one-half of the monthly allotment. Employees commencing employment after the 23rd day of the month shall not be credited with working said month for vacation accrual.
- §4. Earned and unused vacation leave shall be paid to **full-time** employees terminating employment, except that employees terminated within their first 90 days of employment shall not receive vacation pay. Vacation pay shall be proportional to the earned and unused vacation leave accrued monthly during the year of termination. Employees terminating employment during the first 15 calendar days of a month shall not be credited with having worked a full month for vacation accrual. Employees terminating employment after the fifteenth day of the month shall be credited with working said month for vacation accrual. In the event of death, vacation pay shall be paid to the employee’s estate. Vacation pay shall be based on the employee’s regular base rate of pay.
- §5. Notwithstanding the above, employees may not use vacation leave until completing 90 calendar days of City employment, unless in the event of extraordinary circumstances, the Chief **EMT** or designee approves such use. Vacation leave unable to be used due to this provision shall be carried over to the succeeding year.
- §6. Selection and Scheduling of Vacation.
 - **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

§1. 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.

§2. 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.

§3. 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

- §1. This benefit has been eliminated through negotiations for full-time employees.
- §2. Part-time employees shall receive an additional one-half (½) of wages for the following holidays worked:
- | | |
|------------------------|-------------------------|
| New Year's Day* | Labor Day* |
| Martin Luther King Day | Columbus Day |
| President's Day | General Election Day |
| Good Friday | Veteran's Day |
| Memorial Day* | Thanksgiving Day* |
| Juneteenth | Day After Thanksgiving* |
| Independence Day* | Christmas Day* |

*** 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

- §1. The base salaries in Exhibit "A" shall reflect the successful attainment of college credits, provided said college credits are those earned under an accredited EMS, EMS Management or Paramedic program. Full-time employees must submit a certificate of successful attainment of credits before any salary adjustment is made. Education increments shall be incorporated in the full-time employee's salary by the City on or about the first day of February or the first day of July following the attainment of approved credits.
- §2. The City will offer each full-time employee CEU training to allow for recertification of EMT and CPR. Classes will be offered in Cumberland and/or contiguous counties. Full-time employees will be paid at one and one-half times their base rate of pay for time in attendance at City sponsored classes. Full-time employees shall not be paid for travel time or mileage.

Classes will be offered as follows: CPR - Once every two years
 Elective CEUs - 12 annually
 Refresher Core - Eight annually

Pre-registration for classes is required, although use of City-provided training is not required. Failure to attend classes as registered shall be considered absence from work under City and departmental policies.

Online classes shall be completed by employees **after all duties are completed** on normal duty time with no extra compensation. Employees may use EMS station computers for online training. **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.**

- §3. The City recognizes that employees must be New Jersey EMT certified. The City shall reimburse full-time employees and part-time employees who work at least 1,872 hours per year for only those continuing education units needed to recertify an EMT up to \$200 per year. To receive reimbursement for the continuing education units, the full-time employee must submit a certificate of successful completion to the Director of **Fire** or designee, along with a receipt from the educational program for



the course provided. The City will reimburse for continuing education unit courses approved by the Certifying Agency, the New Jersey Department of Health, Office of Emergency Medical Services, said course reimbursement to be in accordance with City EMS Division Policy. Continuing education units should be of a nature and description that benefit the City, EMS and quality of care provided to the residents of the City.

Management will make every effort to allow full-time employees 24 unpaid hours of prearranged class time in a given year to fulfill EMT recertification requirements, provided Management receives 30 calendar days notice to for any recertification course. This only applies to a full-time employee who will lose certification by missing a particular course. Where a full-time employee could take a course at a later time and not lose certification, the request will be disallowed.

- §4. The City acknowledges that some full-time employees do not receive their re-certification cards on time due to processing time of course paperwork at the New Jersey Department of Health, Office of EMS. In such cases where EMT certification lapse is imminent, the full-time employee must show completion of the required Continuing Education Units at least 90 calendar days prior to certification lapse and advise the Chief **EMT** if the certification has not been received within 30 calendar days prior to certification lapse. If certification lapses after such notice to the Chief **EMT**, full-time employees may use benefit time to ensure pay for work missed.
- §5. The City, with the involvement of the IAEP and EMS Management, will explore ways to offer in-house continuing education to full-time employees.
- §6. 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 course to be presented shall be selected by the City and shall be scheduled by the City as it may determine in its discretion.

Article 17 - Travel Allowances

- §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 Director of **Fire**.
- §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

- §1. Any off-duty employee required to appear in any court of competent jurisdiction, including New Jersey State Departmental Divisional hearings, on City related business as directed by the Chief **EMT** or designee, shall be compensated at a minimum of one and one-half hours at the overtime rate of pay, portal to portal. Litigation between an employee and the City shall not be considered City business.

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.

§2. An employee paid for a court appearance by a third party shall not receive any payment from the City, and no time payment will be credited under FLSA.

Article 19 - Sick Leave

§1. Service Credit for Sick Leave. Employees shall be entitled to sick leave with pay as specified hereunder.

- a. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of the position. Sick leave may be used by employees who are unable to work because of:
 - i. Personal illness or injury.
 - ii. Exposure to contagious disease.
 - iii. Care, for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C. 4A:1-1.3 as employee's spouse, civil union partner, 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. In addition, the City recognizes step-father, step-mother and step-child to be part of the immediate family.
 - iv. Death in the full-time employee's immediate family for a reasonable period of time.
- b. The IAEP shall actively discourage the abuse of sick leave by employees.
- c. The City, through the Chief EMT or designee, may adopt such sick leave and verification policies from time to time to control sick leave abuses as it may determine necessary. Patterns of absences may be considered abuse and shall include, but not be limited to, an employee being absent on the same day each year or excessive absences that extend non-working shifts or other leave time.

§2. Injury Leave. If a full-time employee is incapacitated and unable to work because of an injury or illness sustained in the performance of his/her duties, as evidenced by a certificate of a City-designated physician or other physician acceptable to the City, he/she shall not be charged annual sick leave with pay or any accumulations thereof, but be granted leave of absence with pay for a period of 365 calendar days or so much thereof as may be required, but not longer than a period of which worker's compensation temporary disability payments are allowed.

If at the end of such leave the full-time employee is unable to return to full duty a certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he/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 allowance will approximately equal the full-time employee's regular basic wage or salary payment.

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

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

Furthermore, if a full-time employee, during the period of his/her disability is fit to perform “other” **modified** duties, the City may, at its discretion, allow or require such full-time employee to perform these **modified** duties. The full-time employee’s ability to perform such **modified** duties shall be determined by a City-designated or other physician acceptable to the City. A full-time employee can use sick leave on account of stress or anxiety if supported by a letter from a treating physician. If full-time employees feel that they are in need of counseling, they may avail themselves to the Employees Advisory Services.

Full-time employees on injury leave resulting from injury while on-duty shall continue to accrue sick leave benefits while on the payroll.

Full-time employees on injury leave who are able to perform **modified** duty assignments must notify the City of their ability to perform **modified** duty assignment. In the event **modified** duty assignment is not available, then the full-time employee may be assigned to **modified** duty assignment in another City department. **In the event any full-time employee assigned to modified duty assignment needs to be excused from duty, then such employee shall use the appropriate benefit time for such absence.**

§3. Amount of Sick Leave.

a. Sick leave with pay shall accrue to full-time employees as follows:

i. 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, eight hours of sick leave with pay shall accrue to any full-time employee per month during the remainder of the first calendar year of employment.

ii. After one year of service:

120 hours in every following calendar year pursuant to N.J.A.C. 4A:6-1.3, as long as the full-time employee remains actively employed. If the full-time employee terminates, the 120 hours shall be pro-rated at 10 hours for each full month of employment.

b. Part-time employees shall receive 12 sick leave hours for every 274 hours worked.

Any amount of sick leave not used in any calendar year shall accumulate to the employee’s credit from year to year to be used if and when needed for such purpose.

§4. Reporting of Absence on Sick Leave. **An employee who requests a sick leave absence shall notify the on-duty Senior EMT or Supervising EMT first. If unavailable, then notify on-duty staff 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.

§5. Verification of Sick Leave. An employee who has been absent on sick leave for three or more consecutive tours of duty or totaling more than four tours of duty in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City. Furthermore, the City may require such employee to be examined by a City-designated physician at the expense of the City.

- a. **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.
- b. The City may require an employee 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 physician designated by the City. Such examination shall establish whether the employee is capable of performing normal duties and that his/her return will not jeopardize the health of other employees.
- c. Any employee who suspects that illness is caused by exposure to contagious diseases, while in the course of employment, should report potential claim to the Personnel Office through the work station supervisor.
- d. Full-time employees on sick/injury leave shall not be gainfully employed elsewhere.

Article 20 - Funeral Leave

- §1. Full-time employees shall receive leave with pay for up to a maximum of 36 hours in the event of the death of the full-time employee's spouse, civil union partner, father, mother, step-father, step-mother, grandfather, grandmother, son, daughter, step-child, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchildren and grandparents of the spouse. In the event funeral services for the deceased hereunder are held at a distance greater than 350 mile radius from the City of Vineland, then such funeral leave shall be for up to a maximum of 48 hours.
- §2. An on-duty full-time employee who is notified of a death covered hereunder shall be excused from the remainder of the shift.
- §3. To be eligible for funeral leave, the full-time employee must attend the funeral services. At the discretion of the full-time employee, funeral leave shall be contiguous and consecutive to either the date of death or the date of the funeral services, whether the days are working or non-working. Funeral leave requests shall be subject to the approval of the Supervisor or the Chief EMT, which shall not be unreasonably denied.

Article 21 - Personal Leave

- §1. The City shall grant 36 personal leave hours annually to full-time employees, **which may be used on an hour-for-hour basis after an initial three-hour use**, subject to the following conditions. Personal leave shall be granted by the City upon three calendar days' prior written request of the full-time employee, which request shall be in accordance with EMS Division Policy. Said request shall be granted, at the discretion of the Director of **Fire** or designee, so long as the full-time employee's absence can be granted without interference with the proper conduct of the Department. In the event special, extraordinary circumstances exist, the three day written notice provision hereof may be waived at the discretion of the **Chief EMT** or designee.

If an emergency requires calling a full-time employee into work from scheduled and approved personal leave, or if the full-time employee voluntarily makes oneself available for work during an emergency on scheduled and approved personal leave, then the personal leave shall be rescheduled.

Employees may also submit personal leave requests from October 1 to December 31 for the succeeding calendar year. Requests shall be approved by seniority until November 15, and thereafter as set forth in this section above.

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. **All employees assume the responsibility 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.**
- §3. Personal leave shall not accumulate. Full-time employees shall earn nine personal leave hours quarterly provided the employee is on the payroll for at least 60 consecutive calendar days between each three month period as follows:
- a. January 1 and March 31.
 - b. April 1 and June 30.
 - c. July 1 and September 30.
 - d. October 1 and December 31.

Notwithstanding the above, any personal leave allowed but not earned under the three month criteria will be deducted from the full-time employee's final pay check. Notwithstanding the above, full-time employees may not use personal leave until completing 90 calendar days of City employment, unless in the event of extraordinary circumstances, the Chief EMT or designee approves such use.

Article 22 - Leave of Absence and Military Leave

- §1. Leave of Absence. A full-time employee desiring leave without pay for personal reasons shall make a written request to the Director of Fire not less than two weeks in advance of the date for which such leave is desired, stating the reasons for the leave and the time requested. Full-time employees may not be gainfully employed during a leave of absence. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be cause for termination. Leave shall be granted or denied in writing at the discretion of the City.
- §2. Military Leave. Military leave shall be administered in accordance with applicable law. In no event shall the City provide military leave benefits greater than required under applicable law. Specifically, in accordance with N.J.S.A. 38A:4-4, an employee shall be entitled to leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty; provided, however, that the leaves of absence for Federal active duty or active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 work days shall be without pay but without loss of time. Therefore, the City shall pay the difference between City pay and military pay to an employee up to a maximum of 90 working days in a calendar year. Any leave beyond 90 working days in a calendar year shall be without pay from the City.
- §3. Family Leave. Family leave shall be administered in accordance with applicable law. Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave, personal leave, vacation

and all other administrative leave concurrent with the approved leave. Eligible employees must provide prior notice, if possible, to the Director of **Fire** or designee, if requesting a leave of absence under this Act. The City has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave. Any qualifying condition shall be designated as leave pursuant to FMLA and/or NJFLA.

Eligible employees must provide prior notice to the Director of **Fire** if requesting a leave of absence under this Act. Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave.

Article 23 - Overtime

§1. Overtime during the regularly scheduled work week will be paid in accordance with the FLSA. Furthermore, overtime for full-time employees will be paid at time and one-half the regular rate of pay for:

- a. hours worked beyond 12 hours per day.
- b. hours worked on an unscheduled day of the work week.

Hours worked will be credited in 15 minute increments.

No overtime shall be worked unless approved prior to being worked by the **Chief EMT** or designee.

No employee will be mandated to work more than 24 hours per month.

No employee will work more than 18 consecutive hours be it voluntary or otherwise, unless in the course of providing patient care.

Employees mandated from a night shift to the first half of the 9am - 9pm (203) truck shall work and be compensated for the two hour time gap between the end of their shift and the beginning of the 9am - 9pm shift at the applicable rate of pay.

All full-time employees 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.

§2. 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.

§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.

Full-time employees scheduled to work prearranged overtime on their scheduled day off shall receive a minimum of two hours pay at the applicable rate.

- §4. **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.

Employees who are unavailable to work because of already being scheduled or within their required rest period will not be considered for overtime, regardless if their names are on the rotation list. Employees accepting overtime must be available to work a minimum of six hours, unless the overtime offered is less than six hours.

The caller using the rotation list will call the names on the list in order of appearance, and that employee shall have the right of first refusal for the overtime. If no response, the caller will proceed to the next name on the list. **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. For overtime needed within 24 hours, employees shall have five 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.** Any employee who accepts overtime, but later becomes unable to report for duty, must notify the work station as far in advance as practicable but in any case, at least three hours before the shift starts.

Any full-time employee who accepts overtime and fails to cancel or report for duty shall be removed from the rotation list for a period of three months for the first offense. A full-time employee who fails to report a second time in a 12-month period shall be removed from the rotation list for six months. The above sanctions for full-time employees failing to honor overtime duty shall be in addition to the existing right of Management to discipline employees for failure to report for duty.

The City reserves the right to call employees as needed in emergency or extraordinary circumstances.

This section of the Overtime Article is not grievable as long as the City relied upon the list.

Note: For clarification, flex-time employees are full-time employees of the EMS Division.

Article 24 - Acting Assignments

All efforts must be made to replace a Senior EMT unavailable for duty with another Senior EMT. If no Senior EMT is available for replacement, the full-time employee assigned to act in the Senior EMT position shall receive normal wages plus the Senior EMT pay stipend for the total time in that position. Acting assignments shall be scheduled from within the platoon by the current Senior EMT list. If there is no current

list or the full-time employee on the list is unavailable, the platoon's senior full-time employee will have first choice.

The Director of Fire, Fire Chief and 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 25 - Payment for Accrued Sick Leave at Retirement

- §1. At retirement, the City shall pay each full-time employee an amount equal to 50% of all accrued and unused sick leave pay up to a maximum of \$15,000.
- §2. This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half accumulated sick tours times the eligible full-time employee's daily rate of pay which is based upon the average annual base compensation received during the last year of employment, prior to the effective date of retirement, provided however, that no such lump sum supplemental compensation payment shall exceed \$15,000.
- §3. Payment shall be made promptly if funds are available, but no later than one month after the final adoption of the City budget for the year succeeding the effective date of retirement of the full-time employee.

Article 26 - Health Benefits

- §1. The City shall provide, as the base plan, the State Health Benefits **Program (SHBP)**, New Jersey Horizon Direct 15/25 Plan **to full-time employees**. In the event the **full-time** employee chooses a plan with a higher premium, the **full-time** employee shall pay the difference in the premium between the NJ Direct 15/25 Plan and the plan selected. No reimbursements or compensation will be paid in the event an **full-time** employee chooses a plan with a lower premium than the NJ Direct 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 similar to the plans and coverages provided from time to time under the current plan.
- §2. The City shall provide a generic prescription plan for **full-time** employees and their eligible dependents. A federally approved generic equivalent, if available, will be dispensed for name brand unless an **full-time** employee's physician specifically requires name brand. A **full-time** employee who receives name brand when generic is available 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 **full-time** employee'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. A **full-time** employee who retires with at least 25 years of creditable service in the New Jersey Public Employees' Retirement System shall receive the same prescription coverage as active **full-time** employees, which may change from time to time, until said **full-time** employee:
- a. Obtains employment having prescription coverage comparable to active **full-time** employees. However, retired **full-time** employees may re-enroll in the City prescription program given to active **full-time** 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 full-time employee's responsibility to notify the City's Personnel Office upon the occurrence of any event as described in this section above.

- §4. **Full-time** employees and their 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. **Full-time** employees on approved Leave of Absence, pursuant to **SHBP** regulations, are responsible for payment of their share of said health benefit premiums in accordance with the applicable regulations and City Policy.
- §6. The City retains the right to select the insurance carrier or to be self-insured for the provision of any health benefits. Any change in insurance provider that is not substantially similar to the level of benefits or administrative procedures currently in place will be subject to negotiation.
- §7. The City offers a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, whereby **full-time** employees who receives health benefits from an entity other than the City may waive City provided health benefits and receive an incentive 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 **full-time** 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 **full-time** employee whose spouse or civil union partner is also employed by the City and receives his/her health insurance from the City.

Full-time employees who waive coverage under these provisions may immediately resume City provided health benefits if they lose their health benefits with the other entity.

- §8. All **full-time** 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 **full-time** employee's payroll checks. The City

shall establish and adopt a Section 125 Plan so that said contribution would be ‘pre-tax’. Specifically, **full-time** employees shall contribute a percentage of the premium as follows:

Salary Range	Single	Member/Spouse/Partner & Parent/Child	Family
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 30 days of notification being given to the IAEP. Otherwise the City will charge back to the **full-time** employee the dollar value of the excise tax incurred to the City, and the **full-time** employee shall pay the tax.

Article 27 - Grievances

§1. Any grievance that arises regarding the meaning, application or interpretation of **Fire** Department rules and regulations shall follow the grievance procedure below through Step 3. Such non-contractual grievances shall not proceed to arbitration.

Any grievance that arises from a verbal or written warning shall follow the grievance procedure below through Step 3 but shall not proceed to arbitration.

Any grievance that arises regarding the meaning, application or interpretation of the terms of this Agreement shall follow the grievance procedure below:

Step 1: A grievance shall be submitted by the employee in writing within 10 business days after its occurrence, in triplicate, to the IAEP Representative, who shall forthwith file one copy with the Chief **EMT** and one copy with the Business Administrator. If the grievance is not filed in writing, the employee shall be barred from proceeding further with said grievance. If the grievance is filed in writing, the IAEP Representative and Chief **EMT** shall forthwith attempt to resolve the grievance. The Chief **EMT** will respond to the employee in writing within 10 business days or it shall be considered a denial of the grievance.

Step 2: If the grievance is not resolved at Step 1, the IAEP Representative shall take the matter up with the Director of **Fire** within five business days of the Step 1 answer in an endeavor to resolve the grievance. The Director of **Fire** will respond to the employee in writing within 10 business days or it shall be considered a denial of the grievance.

Step 3: If the grievance is not resolved at Step 2, the IAEP Representative shall refer the matter to the IAEP President, who shall, take the matter up with the Business Administrator within five business days of the Step 2 answer in an endeavor to resolve the grievance. The Business Administrator or designee will respond to the employee in writing within 20 business days or it shall be considered a denial of the grievance.

Step 4: If the grievance is not resolved at Step 3, the IAEP or City may refer the matter to arbitration as stated below, provided that written notice is given to the other party within 60 business days of the Step 3 answer. If 60 business days written notice is not given, then the grievance answer shall be considered as accepted between the parties, and arbitration shall not be available as a remedy.

§2. Only the IAEP or City may submit a grievance to arbitration. Either party may request PERC to resolve the grievance through arbitration, and request that a list of arbitrators be furnished to the IAEP and City. If the parties cannot arrive at a mutually satisfactory arbitrator within 30 business days after receipt of the list, PERC shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and applicable CSC rules and regulations, and render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the parties. Any IAEP representative or employee required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose, and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

§3. Arbitration shall not be obtainable as a matter of right if the grievance:

- a. involves the existence of alleged violation of any agreement other than the present Agreement between the parties.
- b. would require an arbitrator to rule on, consider or change the appropriate hourly, salary or incentive rate set forth in Exhibit "A", by which an employee shall be paid, or the method by which his/her pay shall be determined.
- c. would require an arbitrator to consider, rule on or decide any of the following:
 - i. the elements of a job assignment.



- ii. the level, title or other designation of an employee's job classification.
- iii. the right of Management to assign or reassign work.
- iv. pertains in any way to the establishment or administration of insurance, pension, savings or other benefit plans in which employees are eligible to participate.
- v. the right of Management to determine and assign shift hours, except as limited by this Agreement.
- vi. involves discipline or discharge of employees.
- vii. involves violations of State laws and regulations.

Article 28 - Extracontractual Agreements

The City agrees not to enter into any other agreement or contract with employees, individually or collectively, which in any way would conflict with the terms and conditions set forth in this Agreement.

Article 29 - 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.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within 30 calendar days of written notice by either party to the other to negotiate modifications or revisions of such clause or clauses.

Article 30 - Uniform Maintenance

- §1. Uniform maintenance is provided by the City.
- §2. Since the City must bid for laundering of uniforms in accordance with the Local Public Contracts Law, a time gap may exist between laundering contracts. If a time gap exists, employees will be reimbursed for laundering services upon presentation of receipt for said service.
- §3. If an employee is called in for duty and a City uniform is not provided, the City shall reimburse the employee for the cost of laundering personal clothing worn during said duty upon presentation of receipt for said laundering service.
- §4. In the event of personal laundering, both the City and employee shall comply with all Occupational, Safety and Health Administration mandated guidelines for garments exposed to blood borne pathogens.

Article 31 - Uniform and Equipment Reimbursement

- §1. The City shall provide upon initial employment each employee with no less than four sets of daily uniforms, jacket(s) as needed, equipment carrying bag as needed and rain gear as needed. 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.

- §2. In the event any work uniform as stated is damaged during the performance of an employee's duties, the City agrees, upon receipt of the damaged uniform garment, to replace or repair the said damaged uniform based upon rules established by the Director of **Fire**.
- §3. The City shall reimburse full-time employees, and part-time employees who work at least 1,872 hours per year, up to a maximum of \$250 annually, and part-time employees who work less than 1,872 hours but at least 1,000 hours per year up to a maximum of \$125 annually, for the purchasing and maintaining of necessary equipment for the employee's regular duties upon submission of paid receipts. Full-time employees shall be paid each year in the last pay period in November. Part-time employees shall submit paid receipts by January 15 of the succeeding year. Employees 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, radio pouch, **radio strap**, small note pad, ink pen, map book, duty belt, hand-held multi-tool, hand-held flashlight, plain black winter hat (knit or fleece) and personal protection boots as specified in the **Fire Department, EMS Division Policy** as of January 1, 2000.
- §4. Employees may wear one ring on a finger of their choice while on-duty provided the band is smooth with no excessively protruding stones.

Article 32 - Safety

A Safety Committee composed of three City representatives and three IAEP representatives shall meet at least once per year or at the request of either party. Said committee shall review safety conditions and make recommendation for their improvement. The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. Failure by employees to abide by safety regulations will result in disciplinary action.

Article 33 - Meals

This benefit has been eliminated through negotiations.

Article 34 - Outside Activity/Employment Impairment

It is recognized that in exchange for full-time employment, the City is the primary employer of all full-time personnel, and employees have the responsibility to honor this contract obligation to the best of their ability. Full-time public employment is a position of public trust. **All employees, full-time and part-time**, must be fully alert and free from any encumbrance including fatigue, physical and emotional exhaustion and from any substance abuse. **All employees, full-time and part-time**, who are impaired by fatigue, exhaustion and substance abuse can be considered to be in breach of this Agreement and its employment conditions. Outside activity which affects the ability of an employee covered by this Agreement from performing **their** employment responsibilities can jeopardize continued employment as it is considered to be in conflict with Management's right to assign work to be completed in accordance with the work station standards of performance as recognized by the New Jersey Department of Health for Emergency Medical Technician. **All employees, full-time and part-time**, shall have had a minimum of six consecutive rest hours prior to commencing an on-duty period for the City, such rest hours shall have been completed no more than four hours prior to the commencement of the on-duty period.

Article 35 - Subcontracting and Successorship

- §1. Any agreement regarding the sale, lease, transfer, takeover, assignment or corporate reorganization that results in the loss of employment of employees will contain language that provides the displaced workforce the first opportunity to fill any existing, new or additional positions that may be needed or created as a result of said sale, lease, transfer, takeover, assignment or corporate reorganization.
- §2. Work usually performed by employees will not be subcontracted if it will result in loss of employment of employees.
- §3. The City does not intend to replace employees. Should, however, the City have more work than can be handled by employees, it shall have the right to subcontract. Furthermore, it shall have this right in the event it lacks equipment or manpower qualified, available and willing to do the job.

Article 36 - Essential Personnel

Employees covered by this Agreement are essential personnel and, therefore, are required to report to work and work their regularly scheduled shift even if non-essential personnel are not required to report to work or are not required to work their regularly scheduled shift for any reason including but not limited to a weather-related event or an unscheduled holiday declared by the Mayor. Therefore, employees covered by this Agreement shall receive no additional compensation or time off for reporting to work and working their regularly scheduled shift on a day where non-essential personnel are not required to report to work or do not work their regularly scheduled shift for any reason including, but not limited to, a weather-related event or an unscheduled holiday declared by the Mayor.

Article 37 - Swap Time

Employees may exchange shifts with advance written approval of the Chief EMT or designee. Requests shall be made with as much advance notice as possible, but not less than 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 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 90 days' notice.



Article 38 - Term of Agreement


This Agreement shall be effective as of **January 1, 2022**, and its terms and provisions shall continue in full force and effect until **December 31, 2025**.

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

City of Vineland

International Association of EMTs
and Paramedics Local R2-75

By:



Mayor

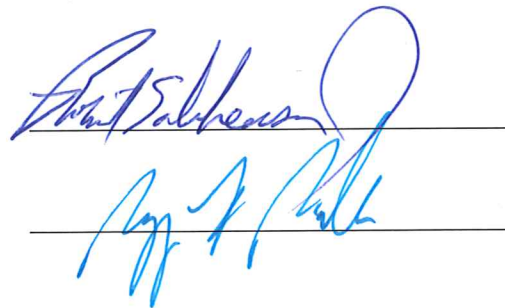


President



Municipal Clerk

Negotiating Committee:



Negotiating Committee:



Exhibit "A" - Wage Schedule

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

Effective after ratification of the City's and IAEP's respective governing bodies. No retroactive pay shall be made to IAEP employees for calendar year **2022** while their new wages are being processed.

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

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

A 22 step wage schedule based on approved accredited college credits earned shall be created. Full-time employees hired prior to January 1, 2005 who are between steps shall initially be placed on next higher step. Full-time employees hired after January 1, 2005 who are between steps shall initially be placed on the next lower step. A full-time employee shall move from one step to another upon earning the required minimum credits for the succeeding step. For example, a full-time employee hired prior to January 1, 2005 with 48 credits shall initially be placed on step 8. Should that full-time employee earn additional credits for a total of 51, the full-time employee shall remain on step 8 and may advance to step 9 upon earning at least 55 credits. A full-time employee hired after January 1, 2005 with 48 credits shall initially be placed on step 7. Should that full-time employee earn additional credits for a total of 51, the full-time employee shall advance to step 8.

1.	0 credits	Salary	12.	70 credits	+ \$ 875.00
2.	20 credits	+ \$250.00	13.	75 credits	+ \$ 937.50
3.	25 credits	+ \$312.50	14.	80 credits	+ \$1,000.00
4.	30 credits	+ \$375.00	15.	85 credits	+ \$1,062.50
5.	35 credits	+ \$437.50	16.	90 credits	+ \$1,125.00
6.	40 credits	+ \$500.00	17.	95 credits	+ \$1,187.50
7.	45 credits	+ \$562.50	18.	100 credits	+ \$1,250.00
8.	50 credits	+ \$625.00	19.	105 credits	+ \$1,312.50
9.	55 credits	+ \$687.50	20.	110 credits	+ \$1,375.00
10.	60 credits	+ \$750.00	21.	115 credits	+ \$1,437.50
11.	65 credits	+ \$812.50	22.	120 credits	+ \$1,500.00

Exhibit "B" - EMT Trainee

- **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 reserves the right 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.**

