

AGREEMENT

BETWEEN

BOROUGH OF SPOTSWOOD

AND

INTERNATIONAL ASSOCIATION OF  
EMTs AND PARAMEDICS  
LOCAL R2-215

May 1, 2016 -- December 31, 2018

#

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**PREAMBLE**

This Agreement entered into this 30 day of June, 2016 by and between the **Borough of Spotswood**, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the “**Borough**” and the **INTERNATIONAL ASSOCIATION OF EMTs AND PARAMEDICS, LOCAL R2-215**, duly appointed representative of the EMTs employed by the Borough, excluding the Director of EMS and Supervisor EMTs, hereinafter called the “**Association**” or “**EMTs**”, represents the complete and final understanding on all bargainable issues between the Borough and the EMTs. The period of this Agreement shall be May 1, 2016 through December 31, 2018.

**SECTION 1 - WAGES, PART-TIME EMPLOYMENT**

All EMTs covered by this Agreement shall be considered part-time employees, working no more than 28 hours in a work week, which week is defined as 6:00 a.m. Saturday until 5:59 a.m. the next Saturday. Periodic schedule changes may require an EMT work additional time during occasional weeks in order to provide 24/7 emergency medical service to the residents of the Borough. In those instances, the EMT shall be compensated at the regular hourly rate or a pro-rated portion thereof. On the occasion that an EMT works more than forty (40) hours in a work week, those hours shall be compensated at time and a half rate. All part-time EMTs will be compensated pursuant to Schedule A – Salary Guide.

**PROBATIONARY EMTs**

Probationary EMTs will be compensated pursuant to Schedule A – Salary Guide.

Newly hired EMTs shall serve a six (6) month probationary period, during which time the EMT may be dismissed for any reason and without recourse to the Grievance Procedure Section of this Agreement.

**ATTENDANCE**

All EMTs, including probationary EMTs, shall be monitored for excessive time-off and unavailability to cover shifts. Unless excused for reasons such as: Jury Duty, Medical, Death in Family, etc., excessive time off may result in a verbal warning, written reprimand, suspension, or termination.

## SALARY GUIDE

A. Current EMTs –hired prior to May 1, 2016

Effective May 1, 2016, current EMTs will receive \$13.50 per hour as set forth in Schedule A. Thereafter a 2.00% increase will become effective on January 1, 2017 and 2.00% on January 1, 2018.

B. Probationary EMTs – hired after May 1, 2016

Effective May 1, 2016, newly hired EMTs will receive \$13.00 per hour as set forth in Schedule A. Upon successful completion of a six (6) month probationary period and recommendation from the Director of EMS, the newly hired EMT will receive \$13.50. Newly hired employees will receive their first 2.00% wage increase on the next January 1 following their one year anniversary hire date.

C. Holiday Pay

Effective upon execution of this agreement, all EMTs that work the holidays below will receive time and a half per hour as set forth in Schedule A.

New Year's Eve	6:00pm – 11:59pm
New Year's Day	Entire Day
Easter	Entire Day
Memorial Day	Entire Day
Fourth of July	Entire Day
Labor Day	Entire Day
Thanksgiving Day	Entire Day
Christmas Eve	6:00pm – 11:59pm
Christmas Day	Entire Day

## SECTION 2 - UNIFORMS

The Borough will provide uniform shirts from inventory to each EMT. All Borough issued uniforms and equipment must be returned to the Borough immediately upon resignation or termination of employment. It shall be the responsibility of each EMT to wear approved uniforms and shoes on the job and maintain them in good repair. EMTs shall be reimbursed 100% for replacement of work clothes when ruined on the job with approval of the Director of EMS.

### **SECTION 3 - SENIORITY**

- A. The Borough of Spotswood recognizes the principles of seniority and shall be governed by such principles in layoffs and recalls, subject to the ability of the employee so involved to perform the duties or work in question.
- B. Seniority shall be lost if any of the following occur: termination, voluntary resignation, failure to return to work following an approved leave, or inability to return to work in a full-duty capacity at the end of one (1) year's absence from work due to any injury or illness.

### **SECTION 4 - EXTRAORDINARY SCHEDULING**

- A. EMTs are expected to report for duty fifteen (15) minutes prior to their assigned shift starting time to ensure 24/7 emergency medical service to the Borough. Employees will be compensated for these fifteen (15) minutes.
- B. Should the Borough close to non-essential employees for any reason, such a closing will not trigger overtime or additional compensation for essential employees required to report to work. EMTs are considered essential employees.

### **SECTION 5 -- SHIFT VACANCIES**

- A. When a shift opening exists, the Borough reserves the right to schedule or offer the shift to any qualified EMT, including an EMT supervisor or the Director.

### **SECTION 6 -- MISCELLANEOUS**

#### **TRAINING/MEETINGS**

Any EMT who is required to attend a meeting or training session required by his/her employer shall be compensated at a minimum of two (2) hours of straight time pay at the employee's regular rate of pay.

## AVAILABILITY

Availability must be submitted by the 20<sup>th</sup> day of the preceding month. Unless an EMT is excused from duty for medical reasons, availability submitted must be a minimum of six (6) shifts per month.

## SECTION 7 – INJURY LEAVE

- A. In the event an EMT becomes disabled due to an on-the-job injury, applicable Workers Compensation regulations shall apply. In such an instance, the EMT shall receive only the applicable worker's compensation salary replacement amount. The Borough will not make any differential payments between the worker's compensation amount received by the EMT and the EMT's regular Borough pay.
- B. In the event any EMT is injured, the EMT shall submit a complete written report of the injury. Said report shall be immediate and said report shall be made to the Director of EMS or designee. If the EMT is so disabled and unable to complete the required report, then said report shall be filed within forty-eight (48) hours of the injury.

## SECTION 8 – GRIEVANCE PROCEDURE

This section is intended to provide members of the EMS Division, with a fair method of resolving disagreements with respect to terms and conditions of employment.

- A. With regard to Employee, the term "grievance" as used herein means an appeal by an individual Employee or the Association on behalf of an individual Employee or group of Employees, of the interpretation, application or violation of this Agreement, Borough policies and administrative decisions affecting them.
- B. With respect to Employee grievances, no grievance may proceed beyond Step 1 herein unless it constitutes a controversy over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, or violations of Borough policies and administrative decisions shall not be processed beyond Step 2 here.

- C. The following grievance procedure will be implemented within the EMS Division of the Borough of Spotswood:

**Step 1** - The Grievance shall be reduced to written form by the aggrieved Employee stating the section of the Agreement violated and explaining the grievance in detail and remedy sought. The Employee and/or Association representative shall present the written grievance to the Director of EMS, within five (5) days after occurrence of the incident giving rise to the grievance. The Director shall have five (5) days to respond to the grievance in writing.

**Step 2** – In the event the Grievance is not resolved at Step 1, the Employee and/or Association representative shall present the written grievance to the Borough Administrator, within five (5) days after receipt of the Director’s response at Step 1. The Administrator shall have five (5) days to respond to the grievance in writing.

**Step 3** - If the grievance is still unresolved to the satisfaction of the aggrieved Employee or Association, and the Association shall determine to seek a final settlement through binding arbitration, pursuant to the rules and regulations of the Public Employment Relations Commission (PERC), the Association shall file with PERC within 15 days of the decision at Step 2. The failure to file a request for arbitration with PERC within 15 days shall be deemed an abandonment of the grievance and a bar to arbitration. The costs for such services of the Arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- D. The parties direct the Arbitrator to decide, as preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.
- E. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.
- F. Any employee or group of employees instigating a complaint or grievance may have a representative chosen by them to be present at any step of the grievance procedure.

- G. Except as otherwise provided in this Section, no step of this procedure shall exceed five (5) days. If, after five (5) days, the Employee does not receive a written reply to his/her grievance, it shall automatically be assumed that the grievance has been denied and the grievance shall be considered released for the presentation to the next step in the procedure.
- H. Any grievance must be initiated within five (5) days of its occurrence or the grievance will be denied. The failure to initiate a grievance within 5 days, or to comply with the timelines of this procedure, shall be a bar to arbitration.

### **SECTION 9 – MANAGEMENT RIGHTS**

- A. The Borough of Spotswood hereby retains all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and the United States, including but without limiting the generality of the foregoing rights.
  - 1. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the EMTs after advance notice thereof to the employees to require compliance by the employees is recognized as long as not conflicting with this Agreement.
  - 2. The executive management and administrative control of the Borough Government and its properties, facilities, and its Employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
  - 3. To make rules of procedure and conduct, to use improved methods of equipment, as well as duties, to decide the number of Employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
  - 4. To hire all Employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain Employees in positions within the Borough.



5. To set all hours of work, shifts and schedules of employees, to determine how many employees are needed at any given time, or on any given shift, and to determine all duties, functions and jobs of employees.
  6. To suspend, demote or take any other appropriate disciplinary actions against any Employee for just cause.
  7. Nothing contained herein shall prohibit the Borough from contracting out any work.
  8. To lay off Employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
- B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under *R.S. 40A1-1 et seq.* or any national, state, or local laws or regulations.

#### **SECTION 10 – EXTRA DUTY**

- A. Any EMT who, under subpoena, is required to serve on a jury shall be entitled to full pay while serving as a juror on any day that they were otherwise scheduled to work.
- B. Any EMT who shall be required to appear in a civil or criminal court in a nature that arises from the employee performing their duties shall be compensated for all hours in court at the employee's regular hourly rate of pay. Employees shall not be compensated for time in court, or in any other forum, in which they are the plaintiff in an action against the Borough.

#### **SECTION 11 - MUTUAL COOPERATION PLEDGE**

Parties hereto agree that the first priority of the EMTs and the Borough of Spotswood shall be the protection and preservation of life at all times. The Association agrees that during contract negotiations, contract disputes, grievances, or any other impasse or dispute between the Borough of Spotswood and the Association or individual employee, the Association will not engage in, encourage, sanction or suggest strikes, mass resignations, mass absenteeism, slowdowns, sickouts, or other similar actions which would involve suspension of or interference with normal work performance.

The Borough of Spotswood agrees that during contract negotiations, contract disputes, grievances, or any other impasse or dispute between the Association and the Borough of Spotswood, that the Borough of Spotswood will not engage in, encourage, sanction or suggest changes in work rules, policies, working conditions, regulations, lockouts, or other tactics tending to be of a harassing nature.

A violation of this Agreement and pledge by either the Association or the Borough of Spotswood shall be considered an unfair labor practice.

### **SECTION 12 - FULLY-BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. 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.

### **SECTION 13 – REOPENER**

It is understood that a non-binding referendum is anticipated to be on the ballot on November 8, 2016, which will ask the voters of Spotswood whether they wish to retain EMS Services as a municipal division of the Department Public Safety and approve the hiring of full-time employees; or whether the residents wish that the Borough contracts EMS Services with a third-party provider or as a shared service with another municipal entity. In the event that the citizens of the Borough of Spotswood approve retaining EMS as a municipal division of the Department Public Safety and approve the hiring of full-time employees, and the Borough Council thereafter adopts a budget which includes the hiring of full-time employees for EMS, the Borough and Association agree to meet and reopen this collective negotiations agreement to negotiate the impact of the decision to hire or employ full-time employees who would be covered by this agreement.

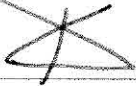
**SECTION 14 – DURATION**

This Agreement shall become effective as of May 1, 2016 and expire December 31, 2018 in accordance with the rules of the Public Employment Relations Commission.

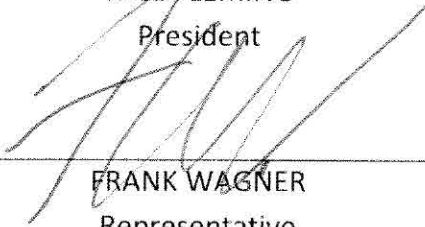
In the event negotiations are not completed for a new Agreement by the expiration date of this Agreement, the parties agree that this Agreement shall remain in full force and effect until such time as a new Agreement is reached.

The Borough of Spotswood and the EMTs hereby agree to the terms and conditions set forth in this Agreement.

For  
IAEP, Local R2-215

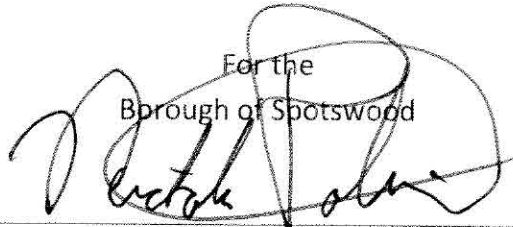


KYLE FLEMING  
President



FRANK WAGNER  
Representative

For the  
Borough of Spotswood



NICHOLAS POLISENO  
Mayor, Borough of Spotswood



DAWN McDONALD  
Business Administrator

Date:

June 30, 2016

Attest:



PATRICIA DeSTEFANO  
Borough Clerk

**SCHEDULE A**

EMT SALARY GUIDE  
2016-2017-2018

	2016 Hourly Rate	2017 Hourly Rate – 2.00% increase over 2016	2018 Hourly Rate – 2.00% increase over 2017
Current EMTs:			
Straight Time	\$13.50	\$13.77	\$14.05
Time and a Half	\$20.25	\$20.66	\$21.08
Probationary EMTs:			
Straight Time	\$13.00	Varies*	Varies*
Time and a Half	\$19.50	Varies*	Varies*

\*See Section 1, Salary Guide, Paragraph B