



AGREEMENT

BETWEEN

THE BOROUGH OF SPOTSWOOD

AND

**INTERNATIONAL ASSOCIATION OF
EMTs AND PARAMEDICS
LOCAL R2-215**

January 1, 2019 to December 31, 2022

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PREAMBLE

This Agreement entered into this 8th day of June, 2020, 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 EMS Director, Clinical Coordinator, 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 January 1, 2019 through December 31, 2022.

ARTICLE 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 the 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

Any current EMT, hired prior to the execution of this Agreement, who has successfully completed their probationary period, will be increased to \$16.00 per hour effective upon execution of this Agreement.

B. Probationary EMTs

Upon execution of this Agreement, the new starting rate for probationary EMTs will be \$15.00 per hour. Upon successful completion of the probationary period, the rate will be increased to \$16.00 per hour.

C. Wage Increases

The following wage increases will be applicable for EMTs who are not on probation:

2019 – 0%

2020 – 2%

2021 – 3%

2022 – 3%

D. 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 the Salary Guide.

New Year's Day
Martin Luther King, Jr., Day
Presidents Day
Easter
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

ARTICLE 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.

Effective January 1, 2020, all Employees covered by this Agreement who have attained one (1) year of service will be issued a \$250 uniform allowance per calendar year, payable in April of each year.

ARTICLE 3 – SENIORITY AND ASSOCIATION DUES

- A. The Borough 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.
- C. The Borough agrees to deduct Association dues from Employee's paychecks and remit same to the Controller no later than on a quarterly basis. Association dues will be sent to: National Association of Government Employees (NAGE), 159 Burgin Parkway, Quincy, MA 02169. Along with the Association dues check, a dues check-off list will be submitted. All correspondence to NAGE will have "Local R2-215" on it. Association dues will be \$9.20 per week, per Member (\$18.40 bi-weekly). Dues will only be deducted for weeks that the Member actually has hours worked. The Association will notify the Employer in writing of any change in dues deduction amounts for Members in accordance with national by-laws. The Borough agrees to notify the Association of newly hired employees. Said notification shall be made to the Local President via email or interoffice mail. For all prospective new employees, the Borough agrees to advise them of the Association and the local executive board along with their contact information.

ARTICLE 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.

ARTICLE 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, the Clinical Coordinator, or the Director.

ARTICLE 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 20th day of the preceding month. Unless an EMT is excused from duty for medical reasons, each Employee must provide for sufficient availability such that a minimum of four (4) shifts are worked per month. For the purpose of this Provision, PTO shall be considered as a shift worked.

ARTICLE 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 workers compensation salary replacement amount. The Borough will not

make any differential payments between the workers 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 his/her 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.

ARTICLE 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.

Grievances may be submitted to the Employer via email. Responses to and from the Employer throughout the grievance procedure may be submitted via email. For the purpose of the grievance procedure, a business day will be Monday through Friday, excluding all holidays covered by this Agreement. By written mutual agreement of both parties, any step may be extended beyond seven (7) business days but not exceed fourteen (14) business days. Grievances related to employee discipline will only be referred to arbitration if they involve suspensions greater than ten (10) days or termination.

- 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 Association shall present the written grievance to the Director of EMS or his/her designee within seven (7) business days after the incident giving rise to the grievance. The Director or his/her designee shall have seven (7) business days to respond to the grievance in writing. The grievance and the response may be in Word or PDF, and delivery via email will be accepted throughout the grievance procedure. Responses will be made to the steward or executive board member filing the grievance, as well as the local president.

Step 2 – In the event the grievance is not resolved at Step 1, the Association shall present the grievance to the Business Administrator or his/her designee within seven (7) business days after the receipt of the Director or his/her designee's response at Step 1. In the event the Director or his/her designee does not respond within the timelines, the Association may move the grievance to the second step. The Business Administrator or his/her designee shall have seven (7) business days to respond to the Association.

Step 3 - If the grievance is still unresolved to the satisfaction of the aggrieved Employee or Association, the Association shall 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 fourteen (14) days of the decision at Step 2. The failure to file a request for arbitration with PERC within fourteen (14) days shall be deemed an abandonment of the grievance and a bar to arbitration. The costs of the arbitration for such services of the Arbitrator shall be borne equally by the Borough and Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring the 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 seven (7) business days. If, after seven (7) business 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 seven (7) business days of its occurrence or the grievance will be denied. The failure to initiate a grievance within seven (7) business days, or to comply with the timelines of this procedure, shall be a bar to arbitration.

ARTICLE 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.

ARTICLE 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.

ARTICLE 11 – PAID TIME OFF (PTO)

Bargaining unit members will be entitled to paid time off as listed below:

- From hire date to completion of Year 2 – one (1) hour for every thirty (30) hours worked with a maximum accumulation of forty (40) hours per calendar year. Not eligible to use PTO until the 120th calendar day after the Employee commences employment.
- From completion of Year 3 to completion of Year 5 – one and one-half (1.5) hours for every thirty (30) hours worked with a maximum accumulation of sixty (60) hours per calendar year.
- From completion of Year 6 to completion of Year 10 – two and one-half (2.5) hours for every thirty (30) hours worked with a maximum accumulation of eighty (80) hours per calendar year.

Calculation of accruals, regardless of length of employment, are to begin upon execution of this Agreement. An Employee may carry over a maximum of forty (40) hours from one calendar year to another. There will be no payout of unused earned PTO upon separation.

Requests for use of PTO will be made to the Director or his/her designee by the first of the month prior and will be scheduled with preference given to seniority. Unscheduled PTO may be utilized with a maximum of three (3) occurrences. After the third occurrence of unscheduled PTO, the Employer may require a doctor's note for proof of illness. In the event of utilizing unscheduled PTO, the Employee must notify the Director, Clinical Coordinator, or a Supervisor at least four (4) hours prior to the start of their shift via cell phone and leave a message.

ARTICLE 12 - MUTUAL COOPERATION PLEDGE

Parties hereto agree that the first priority of the EMTs and the Borough 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 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 agrees that during contract negotiations, contract disputes, grievances, or any other impasse or dispute between the Association and the Borough, that the Borough 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 shall be considered an unfair labor practice.

ARTICLE 13 - 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.

ARTICLE 14 – REOPENER

This Agreement may be reopened at any time by mutual agreement of both the Borough and the IAEP, or in the event of the creation of full-time positions, to negotiate the impact of the decision to hire or employ full-time employees who would be covered by this Agreement, or prior to any layoff of bargaining unit members.

ARTICLE 15 – DURATION

This Agreement shall become effective as of January 1, 2019 and expire December 31, 2022, in accordance with the rules of the Public Employment Relations Commission (PERC).

The Association hereby waives any and all retroactive pay. All raises, increases, stipends, compensation, and PTO shall be from the effective date and not the expiration date of the previous Agreement.

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


MELISSA LAUTERWASSER

President


FRANK WAGNER
Representative

For the
Borough of Spotswood


EDWARD T. SEELY

Mayor, Borough of Spotswood


LAWRENCE KRAEMER
Borough Council President

Date:

June 8, 2020

Attest:


PATRICIA DeSTEFANO
Municipal Clerk

RESOLUTION

WHEREAS, the Borough of Spotswood has negotiated a Memorandum of Agreement with International Association of EMTs and Paramedics Local R2-215 of the Borough of Spotswood; and

WHEREAS, the MOA was signed on September 3, 2019 by Mayor and Council President and the International Association of EMTs & Paramedics Local R2-215, however was never ratified by Council; and

WHEREAS, it is the opinion of the Borough Council that said Memorandum is proper and acceptable and will be subject to and incorporated in an amendment to the "Ordinance Fixing and Establishing the Salaries and Wages for Employees of the Borough of Spotswood in the County of Middlesex, State of New Jersey".

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Spotswood, County of Middlesex, State of New Jersey, that Edward T. Seely, Mayor of the Borough of Spotswood, is hereinafter authorized to execute a contract with the Borough of Spotswood's International Association of EMTs and Paramedics, Local R2-215, for the years January 1, 2019 to December 31, 2022.

BE IT FURTHER RESOLVED that the Borough Clerk be and is hereby authorized to attest to the execution of said agreement by Edward T. Seely, Mayor of the Borough of Spotswood. A copy of this resolution and contract are available for public inspection in the office of the Municipal Clerk.

DATED: June 8, 2020


LAWRENCE KRAEMER
Council President

ATTEST:


PATRICIA DeSTEFANO
Municipal Clerk