

A G R E E M E N T

BETWEEN

CITY OF ELIZABETH, NEW JERSEY

AND

EMERGENCY MEDICAL BENEVOLENT ASSOCIATION

APRIL 1, 1992 THROUGH JUNE 30, 1994

Prepared By:

GENOVA, BURNS, TRIMBOLI & VERNIOIA
Eisenhower Plaza II
354 Eisenhower Parkway
Livingston, New Jersey 07039
(201) 533-0777

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AGREEMENT ENTERED into this 8th day of July, 1994 by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City" or "Employer" and the EMERGENCY MEDICAL BENEVOLENT ASSOCIATION, hereinafter referred to as the "ASSOCIATION", is designed to promote a harmonious relationship between the City, the Association and such of the City's employees as are represented by the Association.

ARTICLE I
RECOGNITION

1. The City hereby recognizes the Emergency Medical Benevolent Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Emergency Medical Technicians represented by the Emergency Medical Benevolent Association, but excluding all foremen, forewomen and supervisors, managers and department heads.

2. Unless otherwise indicated, the terms "employee" or "employees", when used in this Agreement, refer to all persons represented by the Emergency Medical Benevolent Association.

ARTICLE II

ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP)

1. a. The employer agrees to deduct from the salaries of employees, dues for the Association when authorized in writing to do so by each employee. Individual authorization forms shall be furnished and filed by the Association with the appropriate business office of the Employer.

b. An authorization for deduction of Association membership dues shall be terminated automatically when an employee is removed from the payroll of the City of Elizabeth. Where an employee takes a leave of absence without pay, there shall be no obligation on the part of the City of Elizabeth to collect funds during such absence. Upon his/her return to employment at the termination of his/her leave, the City of Elizabeth shall continue to deduct dues from his/her salary in accordance with the payroll deduction program agreed upon by the parties.

2. a. The amount of monthly Association membership dues will be certified by the President of the Association in writing to the Employer, and the amount so certified will be uniform for all members of the Association.

b. The above will be in compliance with N.J.S.A. 52:14-15.9(e). Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and

upon forwarding a check in payment of such deductions by mail to the assignee's last known address, the City and its officers and employees shall be released from all liability to any employee-assignor and to the assignee under such assignments.

c. If any provision of this Article is invalid under Federal or State Law, it shall be renegotiated for the purpose of adequate replacement.

d. The Association shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization forms as furnished by the Association to the City.

ARTICLE III
ASSOCIATION SECURITY

1. Upon the request of the Association, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Association.

2. The amount of said representation fee shall be certified to the Employer by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its members.

3. The Association agrees to indemnify and hold the Employer harmless against any liability, cause of action, or claims of loss whatsoever arising as a result of said deductions.

4. The Employer shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.6 (L.1979, c.477), and membership in the Association shall be available to all employees in the Unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Employer immediately shall cease making such deductions.

ARTICLE IV
BULLETIN BOARD

The Association shall have the use of a bulletin board at all Ambulance Service Bureau quarters. Such boards will be used solely for exhibiting official business of the Association. All material to be posted shall be submitted to the Director or his designee prior to posting for review by the Director for the sole purpose of determining that the material constitutes official Association business.

ARTICLE V
ASSOCIATION BUSINESS LEAVE

1. Meetings between representatives of the City and of the Association for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein shall be scheduled by mutual agreement between the Director and/or Business Administrator and the Association representatives.

2. Leaves of absence without pay to attend and serve as delegates to Association conventions may be granted in writing to not more than two (2) unit employees during a calendar year for each delegate. Application for such leave shall be made in writing to the Director, not less than two (2) weeks in advance.

3. Failure of an employee to return to work promptly upon the expiration of authorized leave without reasonable notice satisfactory to the Director or his/her designee may subject the employee to disciplinary action.

4. An absence of an employee from duty, including any absence under these provisions shall be deemed an absence without leave.

5. Any employee who absents himself/herself for five (5) consecutive days without notice shall be deemed to have quit.

ARTICLE VI
GRIEVANCE PROCEDURE AND ARBITRATION

1. In the event that any difference or dispute arises between the City and the Association or its members employed by the City, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee knowledge thereof:

Step 1: Between the aggrieved employee and his/her immediate superior. If no satisfactory agreement is reached within three (3) working days, then

Step 2: between the aggrieved employee and the Officer in Command of the Ambulance Service Bureau. Should no acceptable agreement be reached within three (3) working days, then

Step 3: between an official of the Association in conference with the Director or his/her designee. Should no acceptable agreement be reached within three (3) working days, then

Step 4: the matter may be referred to arbitration by the City or the Association only.

2. Either party may notify the other in writing, by certified mail, not later than the ten (10) calendar days after the Step 3 meeting, of the intention to proceed to arbitration.

Failing to agree on a satisfactory arbitrator within five (5) calendar days, the moving party may request the American Arbitration Association or P.E.R.C. (Public Employment Relations Commission) to designate the arbitrator in accordance with their Rules and Regulations.

3. The arbitrator shall be limited to the issue presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. The cost of the impartial arbitrator shall be borne equally by both parties.

4. Unless extended by mutual agreement, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

5. It is specifically understood and agreed that 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) involves issues which were discussed at negotiations but not covered by the terms and conditions of this Agreement; (c) involves an alleged violation of any implied or assumed obligation not a part of this agreement; (d) would require an arbitrator to rule on, consider or decide a modification of negotiated rates of pay, or the level, title or other designation of an employee's job classification; (e) would require an arbitrator to consider, rule on, or decide the elements of a job assignment, or the right of management, to assign or re-assign work, provided such assignment or re-assignment does not

conflict with provisions of this contract; (f) pertains in any way to the administration, interpretation of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the designated probations period.

ARTICLE VII
REQUEST FOR CHANGE OF SHIFT

Employees who wish to request a change in their shift may do so in writing to the Officer in Command of the Ambulance Service Bureau at any time. After receiving such request, the City will make an effort to change the shift as requested, provided an opening becomes available and that said change will not infringe upon the seniority or rights of others, or create a less efficient Ambulance Service Bureau.

ARTICLE VIII
HOURS OF WORK

1. It is agreed that the normal work week for unit employees performing Ambulance Service Bureau duties shall be maximum of forty (40) hours of work every week.

2. There shall be two permanent work weeks. For employees assigned to the day shift, the work week shall begin on Monday at 12:00 p.m., shall consist of seven consecutive calendar days, and shall terminate 11:59 a.m. the following Monday. For employees assigned to the night shift, the work week shall begin on Tuesday at 12:00 a.m., shall consist of seven consecutive calendar days, and shall terminate 11:59 p.m. the following Monday.

3. All hours worked between 8:00 a.m. and 7:59 p.m. shall be considered day shift hours, and employees scheduled to work during such hours shall be considered to be working the day shift work week. All hours worked between 8:00 p.m. and 7:59 a.m. shall be considered night shift hours, and employees scheduled to work during such hours shall be considered to be working the night shift work week.

4. The present work schedule, attached as Exhibit A, shall be maintained, subject to change by the Director or his/her designee. Prior to any change in the present schedule being made, the officers of the Association will be consulted.

ARTICLE IX

MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the Ambulance Service Bureau, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the City. Accordingly, the City retains the following rights, except as they may be specifically abridged in this Agreement, including but not limited to, selection and direction of the force, to hire, to suspend or discharge for just cause, to assign, promote, demote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty for reasons of economy as provided for in N.J.S.A. 11A:8-1 and N.J.A.C. 4:1-16.1, et seq., or for other legitimate reasons; to decide on the number and location of facilities, to determine the work to be performed, amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and control of equipment and materials, and to purchase services of others by contract or otherwise.

2. In addition to the above, the City also retains the right to transfer, at any time, the Ambulance Service Bureau to any one of three buildings which constitute the two hospitals within the City, or to a privately owned and operated ambulance service. It also retains the right to discontinue the Ambulance Service Bureau at any time, for reasons of economy.

3. City-wide employee benefits granted during the life of this Agreement will include employees covered by this Contract.

ARTICLE X

ACCESS

A duty authorized representative of the Association, designated in writing, after reporting to the Office of the Business Administrator or his designee, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Association representative shall state the purpose of his/her visit. Except in emergency, at least four (4) hours advance notice must be given by telephone. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

ARTICLE XI

LONGEVITY

1. All permanent employees covered by this Agreement shall be entitled to longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows:

If the employee's anniversary date falls between January 1 and June 30, he/she shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he/she shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively and will accordingly be computed on the new salary base.

2. Longevity shall be paid in accordance with the following schedule:

5th year of employment to completion of 9th year	2%
10th year of employment to completion of 14th year	4%
15th year of employment to completion of 19th year	6%
20th year of employment to completion of 24th year	8%
25th year of employment and over	10%

ARTICLE XII

SENIORITY

1. Seniority is defined to mean the accumulated length of continuous service with the City, computed from the last date of hire. An employee's seniority shall be retained during an unpaid leave of absence for bona fide illness or injury certified by a physician, unless otherwise specifically addressed in this Agreement. Seniority shall be lost and employment terminated if any of the following occur:

- a. Discharge
- b. Resignation
- c. Absence for five (5) consecutive working days without leave or notice
- d. Absence for illness or injury or leave without pay for more than one (1) continuous year, unless extended by the City.

2. It is understood and agreed that in all cases of layoff and recalls from layoffs, length of continuous service and ability shall be given due consideration.

3. Where qualifications, ability, availability, and willingness to perform are equal, length of continuous service shall be given due consideration.

4. Failure to return promptly upon expiration of authorized leave without reasonable notice satisfactory to the Director or his/her designee shall subject the employee to disciplinary action.

ARTICLE XIII

HOLIDAYS

One and one-sixth holiday per month will be credited to the employee's record the last day of each month employed, provided he/she worked or was on paid leave for at least fifteen (15) work days during that month. Holiday time off shall be scheduled by the supervisor in charge. Special cases where illness may have prevented the employee from taking his/her holidays or where an emergency exists may be referred to the Director.

ARTICLE XIV

PERSONAL DAY

1. After one (1) year of service computed from the last date of hire, full-time employees may be granted one (1) Personal Leave Day during each year of this contract for any of the following reasons:

- a. Religious observance
- b. Death of a blood relative not included in the funeral leave section.
- c. Personal, legal, business, household or family matters of an emergency nature, not covered elsewhere in this Agreement, provided the employee states the specific reason for the request and such is approved in writing by the department head.

2. The day is not to be accumulated from year to year, it must be used in the year it is granted.

ARTICLE XV

VACATIONS

1. The employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

1st year - 8 hours per month

(1st three months earned but cannot spend)

Beginning the 2nd year of service through the
5th year - 104 hours

Beginning the 6th year of service through the
10th year - 120 hours

Beginning the 11th year of service through the
15th year - 144 hours

Beginning the 16th year of service through the
20th year - 160 hours

Beginning the 21st year of service through the
25th year - 184 hours

After 25 years of service - 208 hours

2. Vacations shall normally begin following the regular "day off" of the employee.

3. When any vacation or part of it cannot be taken in the calendar year when earned because of the work load in the department, the same can be taken in the following year with the consent of the department head, but such accumulated vacation days may not be extended beyond the second year.

4. The vacation period shall be the calendar year from the 1st day of January to the 31st day of December. Vacations shall be scheduled by the Director, giving preference to employee choice

according to seniority, where practicable and where consistent with continued, efficient operation.

5. Any employee covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her widow or his/her estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

6. Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) extra days of vacation for that year only.

ARTICLE XVI

OVERTIME

When an employee works in excess of forty (40) hours during his/her work week, as defined in Article VIII, Section 2, he/she shall be paid at the rate of one and one-half (1-1/2) times his/her base hourly rate for such hours worked in excess of forty (40) hours.

ARTICLE XVII
LEAVE WITHOUT PAY

1. A permanent Civil Service employee desiring leave without pay for personal reasons, up to a maximum of ninety (90) days, shall make a request in writing to the Director not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested.

2. Leave may be granted or denied at the discretion of the Director. Not more than two (2) employees of the Ambulance Service Bureau may be on such leave at any one time, and the two (2) employees granted such leave may not be members of the same work shift except at the discretion of the Director. Extensions of such leaves may be granted providing that at least two (2) weeks prior to the date on which the initial leave would terminate and the subsequent leave begins, the employee requests said extensions of the Director. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

1. It is agreed that nothing herein shall in any way prohibit the Director from discharging or otherwise disciplining any employee, for just cause, regardless of his/her seniority. Grounds for summary discharge shall include, but not be limited to, drunkenness on the job, dishonesty, careless use or abuse of City property, insubordination, negligence in the performance of duties and incompetence. Said discharge or disciplinary action shall be in accordance with applicable Department of Personnel Rules and Regulations.

2. In the event that a discharged employee feels that he/she has been unjustly dealt with, said employee or the Association with the permission of the employee, shall have the right to file a complaint, which must be in writing, with the Director, within ten (10) working days from the date of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

3. The changing of an employee's shift will not be used to discipline the employee. Prior to any change of an employee's shift, the officers of the Association will be notified.

ARTICLE XIX

INSURANCE

1. All employees covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.

2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

- a. apply to all eligible present and future pensioners of the employer and their dependents;
- b. continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with provisions of Chapter 75, Public Laws of 1972.
- c. provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.

d. require the local employer to pay the full cost of such premiums and Medicare charges.

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. All employees covered by this Agreement and eligible members of their families will be covered by a Prescription Drug Plan. The premiums will be paid by the City.

5. All employees covered by the Agreement and eligible members of their families will be covered by a Dental Plan. The premium will be paid by the City.

6. All other insurance benefits presently in effect shall be maintained throughout the period of the contract.

ARTICLE XX
RULES AND REGULATIONS

1. The City may establish and enforce binding rules and regulations in connection with its operation and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of the Agreement. Copies shall be furnished to the Association.

2. It is understood that employees shall comply with all rules and regulations made by the City from time to time. Employees shall promptly and efficiently execute the instructions and orders of the Director and supervisors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other supervisor is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article VI of this contract.

3. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other supervisor, the City shall have the right, at its option, to suspend, or discharge the offending employee or employees.

ARTICLE XXI

SICK LEAVE

1. Sick Leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.

2. Unused sick leave shall accumulate to the employee's credit from year to year, to be used if and when needed. Sick leave with pay may not be utilized until it has been earned.

3. Sick leave shall be as provided by Department of Personnel Rules and Regulations and as follows:

- a. Verification Of Sick Leave -- an employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:
- b. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or

less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

4. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

5. In the case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

6. The appointing authority may require an employee who has been absent because of personal illness, as a condition of his/her return to duty to be examined, at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

ARTICLE XXII

INJURED ON DUTY LEAVE

Each employee shall be entitled to a maximum of thirty (30) working days paid leave per year for absences due to injuries incurred in the line of duty. The use of such an injured-on-duty leave is subject to a three-day waiting period. The first two days of absence due to injuries incurred in the line of duty shall be charged to the employee's sick leave allowance. The third day of absence, and all subsequent days of absence due to that specific injury, shall be classified as injured-on-duty leave and shall be charged against the thirty (30) working day annual limit. The Director, in his/her sole discretion, may, on a case-by-case basis, waive the requirement that the first two days of absence due to injury in the line of duty be charged to sick leave.

ARTICLE XXIII

ANNUAL MEDICAL EXAMINATION

1. The Director shall arrange each year for all the employees covered by this Agreement to have a yearly examination.

2. Said examination will reasonably respond to the nature of the duties being performed by the employee.

3. The scheduling of said examination shall be by the Director.

4. The cost of the medical examination shall be borne by the City.

5. Physical examination shall include a stress EKG and all final results of examination will be forwarded to the respective employee.

6. Copy of the final report will be forwarded to the Police Director for his/her confidential file.

ARTICLE XXIV
MILITARY LEAVE

Military Leave shall be as provided by Federal, State, and/or New Jersey Department of Personnel (Civil Service) Rules and Regulations.

ARTICLE XXV
FUNERAL LEAVE

A regular, full-time employee who is excused from work because of a death in his/her immediate family, as defined below, shall be paid his/her regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provision of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean mother and father, husband or wife, children, brother or sister, mother-in-law and father-in-law, grandmother and grandfather, sister-in-law, and brother-in-law, grandchildren of employee or spouse. This provision also applies for any other relative who resides with the employee. Special cases may be referred to the Director. One (1) working day shall be allowed in the event of the death of an aunt or uncle.

ARTICLE XXVI
MATERNITY LEAVE

1. Upon request in writing to the Director, a regular, full-time employee shall be entitled to a maternity leave of absence not to exceed six (6) months. The employee may request that such leave be with pay to the extent of accrued sick leave, otherwise, the time on leave shall be without pay. When an employee is informed by a physician that she is pregnant, the employee shall immediately inform her Director in writing of same. The Director, upon learning that an employee is pregnant, shall require a written statement from the treating physician attesting to the fact that said employee is physically capable of continuing employment and is able to perform all the duties of her position. The Director shall advise the treating physician of the employee's title and duties prior to the physician preparing the statement as referred to hereinabove.

2. Maternity leave may be taken within the period commencing six (6) months before the anticipated birth date and ending three (3) months after the anticipated birth date. An employee on maternity leave whose pregnancy terminates prior to childbirth shall return to work within 30 days of the termination of pregnancy, unless the employee submits a statement in writing from the treating physician stating the need for an extended leave and indicating the length of such extension.

3. An employee returning to work from maternity leave must present to the Director a physician's statement certifying her ability to resume all normal duties. Seniority shall be accrued while the employee is on paid leave, but shall be retained during leave without pay.

4. The employer shall continue to provide and maintain employee coverage under its group health insurance policy for a period not to extend beyond the employee's 90th day of unpaid leave. After the 90th day of unpaid leave, the employee must assume payment for the premiums under the health plan.

ARTICLE XXVII

JURY DUTY

1. An employee who is called to Jury Duty shall immediately notify his/her supervisor.

2. An employee who is excused from Jury Duty service on any day shall report for work on such day.

3. An employee shall not be required to report back for work on any day he/she is in attendance at Court for Jury Duty service, regardless of the employee's shift.

4. The employer retains the right to request that the employee be excused from Jury Duty because he/she is required on the job.

ARTICLE XXVIII

BAN ON STRIKES

1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

2. Since adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, its officers, members, agents or principals will not engage in, encourage, sanction or suggest, strikes, slowdowns, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance. The employer agrees not to engage in any lockouts during the terms of this Agreement.

3. The Director shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown, or other such interference.

4. The association shall not be held liable for unauthorized acts of unit employees.

ARTICLE XXIX
SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or Court decision causes invalidation of any Article, said Article or portion of this Agreement shall have no force or effect. However, the validity of any Article or portion of this Agreement shall not affect the validity of the remaining Articles or portions of this Agreement. They will remain in full force and effect for the duration of this Contract.

ARTICLE XXX

SALARIES

1. Effective April 1, 1992, regular full time employees covered by this Agreement shall receive a 5.5% increase in base salaries.

2. Effective July 1, 1993, regular full time employees covered by this Agreement shall receive a 5% increase in base salaries.

3. The base salaries for regular full-time employees are as follows:

	<u>Previous Salary</u>	<u>4/1/92</u> 5.5%	<u>7/1/93</u> 5.0%
Minumum	\$24,197	\$25,527	\$26,804
Step 2	\$24,522	\$25,870	\$27,164
Step 3	\$24,847	\$26,213	\$27,524
Step 4	\$25,172	\$26,556	\$27,884
Maximum	\$25,497	\$26,899	\$28,244

ARTICLE XXXI
ACTING SUPERVISORS

1. A seniority list will be maintained for selection of those to work as acting supervisors on a temporary basis. Those who work in a higher title will, in addition to their regular compensation, receive fifteen dollars (\$15.00) per shift.

2. A seniority list containing the names of those serving in the title of Emergency Medical Technician will be used to fill the supervisory position on an acting basis.

3. Should an employee refuse the assignment, he/she shall be considered as having worked in a higher title for the purpose of maintaining a proper order or rotation for future assignments.

4. The City reserves the right, should all the employees refuse to act in the higher title, to order an employee to act in the supervisory position.

ARTICLE XXXII

UNIFORMS AND CLOTHING MAINTENANCE ALLOWANCE

1. The City shall pay to each employee covered by this Agreement a clothing maintenance allowance of \$200.00. To qualify for payment, the employee must be actively employed as of April 1 of the year payment is to be made. Said payment will be made the second pay period of April, or as soon as possible thereafter.

2. The City will provide each employee in the unit covered by this contract with the following clothing for work purposes which shall be of good quality and in good condition: One windbreaker, one winter coat, three long-sleeved shirts (winter shirts), three short-sleeved shirts (summer shirts) four pairs of pants and raingear, including rain boots, rain jacket and rain hood. Clothing which is damaged as a result of job related activities shall be replaced by the City at its expense.

3. Clothing that is lost or damaged because of an employee's negligence shall be replaced at the employee's expense.

4. Uniforms may be replaced when worn out, at the discretion of the Police Director.

ARTICLE XXXIII

MISCELLANEOUS

1. A clothing locker shall be provided for each person in the unit which shall be located at a convenient place and shall have a loop or mechanism to accept a curved "shank" of a standard "locker-type" lock. Said lock will be supplied by the employee to whom the locker is assigned if the employee chooses to use a lock. Employees shall maintain the lockers in a clean and sanitary fashion, and shall not abuse or otherwise destroy the lockers which are provided, except for normal wear and usage.

2. Work facilities shall be adequately maintained by the City. However, general sanitary and personal cleanliness levels shall be maintained by the employees assigned to such stations or facilities.

3. At the discretion and expense of the City, all employees shall be considered for assignment to or enrollment in job-related continuing education courses, seminars, meetings, or other training programs. The Director has the final authority in all matters of this nature.

ARTICLE XXXIV

EXCHANGE OF WORKING DAYS

An exchange or "swap" of a complete or partial tour of duty with another employee may occur only with the prior approval of the Director or his/her designee. All "swap" requests must be submitted to the Director or his/her designee at least five (5) days prior to the anticipated "swap". Approvals of "swaps" shall not be arbitrarily or capriciously denied. The five (5) day notice may be waived in cases of special need.

ARTICLE XXXV

PLEDGE AGAINST DISCRIMINATION AND COERCION

1. The provisions of this Agreement shall be applied equally to all employees, without discrimination as to age, sex, sexual orientation, perceived sexual orientation, disability, perceived disability, marital status, race, color, creed, national origin, or political affiliation.

2. The City agrees not to interfere with the right of employees to become Association members, and the Association agrees not to interfere with the right of employees not to become Association members. There shall be no discrimination, interference, restraint or coercion against any employee because of the employee's membership or non-membership in the Association.

ARTICLE XXXVI

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining.

ARTICLE XXXVII
APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefor by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XXXVIII
TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from April 1, 1992 through and including the 30th day of June, 1994. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of the expiration, he/she must notify the party in writing not less than sixty (60) days prior to such expiration date.

2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by registered mail, in which event the agreement shall terminate five (5) days following receipt of such notice.

In witness whereof: The parties have caused their names to be signed on this day of 1994.

CITY OF ELIZABETH, NEW JERSEY
BY: [Signature]
J. CHRISTIAN BOLLWAGE, MAYOR
DATE: 7-8-94

ATTEST:
[Signature]
YOLANDA M. ROBERTS, DEPUTY CITY CLERK
DATE: 7-8-94

CITY OF ELIZABETH	
APPROVED AS TO FORM	WRH
PHYSICAL CONDITIONS	
TERMS & CONDITIONS	WRH
DESCRIPTION	

EMERGENCY MEDICAL BENEVOLENT
ASSOCIATION, CITY OF ELIZABETH

BY: *Louis T. Kelly*

DATE: 7/8/94

ATTEST:

BY: *Mary Ann Wilson*, Secretary

DATE: 7/8/94

EXHIBIT A - WORK SCHEDULE

Tour per shift	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU
1	0	0	12	12	12	0	0	12	12	0	0	0	8	12
2	0	0	12	12	12	0	0	8	12	0	0	0	12	12
3	0	0	12	12	12	0	0	12	8	0	0	0	12	12
4	0	0	12	12	12	0	0	12	12	0	0	0	12	8
5	0	0	12	12	12	0	0	12	12	0	0	0	8	12
6	0	0	12	12	12	0	0	8	12	0	0	0	12	12
7	0	0	12	12	12	0	0	12	12	0	0	0	12	8
8	0	0	12	12	12	0	0	12	8	0	0	0	12	12
9	12	12	0	0	0	8	12	0	0	12	12	12	0	0
10	8	12	0	0	0	12	12	0	0	12	12	12	0	0
11	12	8	0	0	0	12	12	0	0	12	12	12	0	0
12	12	12	0	0	0	12	2	0	0	12	12	12	0	0
13	12	12	0	0	0	8	12	0	0	12	12	12	0	0
14	8	12	0	0	0	12	12	0	0	12	12	12	0	0
15	12	12	0	0	0	12	8	0	0	12	12	12	0	0
16	12	8	0	0	0	12	12	0	0	12	12	12	0	0

Dayshift Workweek defined as 12:00 p.m. Monday to 11:59 a.m. the following Monday

Nightshift Workweek defined as 12:00 a.m. Tuesday to 11:59 p.m. Monday