

AGREEMENT  
BETWEEN  
CITY OF ELIZABETH, NEW JERSEY

AND

THE EMERGENCY MEDICAL BENEVOLENT ASSOCIATION  
INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDICS  
LOCAL 87

JULY 1, 2013 THROUGH JUNE 30, 2017

**Official COPY**

**Division of Personnel**

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**Preamble**

Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014 between the City of Elizabeth, in the County of Union of the State of New Jersey, hereinafter referred to as the "City or "Employer" and the Emergency Medical Benevolent Association-International Association of EMT's and Paramedics, hereinafter referred to as the "EMBA-IAEP", is designed to promote a harmonious relationship between the City, the EMBA-IAEP and such of the City's employees represented by the EMBA-IAEP.

**Article I**  
**Recognition**

1. The City hereby recognizes the Emergency Medical Benevolent Association-International Association of EMT's and Paramedics 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-International Association of EMT's and Paramedics, but excluding all foremen, forewomen, supervisors, managers and department heads.

a. Unless otherwise indicated, the terms "employee" or "employees" or "employee's", when used in this Agreement, refer to all persons represented by the Emergency Medical Benevolent Association-International Association of EMT's and Paramedics.

b. Unless otherwise indicated, the terms "City" or "Employer" shall refer to the City of Elizabeth, NJ.

c. Unless otherwise indicated the term "Director" shall refer to the Fire Director of the Elizabeth Fire Department.

d. Unless otherwise indicated, the term "EMBA-IAEP" shall refer to the Emergency Medical Benevolent Association-International Association of EMT's and Paramedics.

## Article II

### EMBA-IAEP Security (Maintenance of Membership)/ Shop Bill

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

b. An authorization for the deduction of EMBA-IAEP 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 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.

2a. An initiation fee of one hundred and fifty dollars (\$150.00) shall be required of new employees who shall become members of the EMBA-IAEP or such other fee as approved by the membership, which fee shall be collected by the EMBA-IAEP.

b. The amount of monthly EMBA-IAEP membership dues will be certified by the President of the EMBA-IAEP in writing to the Employer and the amount so certified will be uniform for all members of the EMBA-IAEP. The current amount is thirty dollars (\$30.00) per biweekly pay period and is subject to change upon the approval of the membership.

c. Upon the request of the EMBA-IAEP, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the EMBA-IAEP.

d. The amount of said representation fee shall be certified to the Employer by the EMBA-IAEP, which amount shall not exceed eighty five percent (85%) of the regular membership dues, fees and assessments charged by the EMBA-IAEP to its members.

e. 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.

3a. The representation fee deductions for non-EMBA-IAEP members shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry

3b. The Employer shall remit the amounts deducted to the EMBA-IAEP monthly, on or before the 15<sup>th</sup> of each month following the month in which such deductions were made.

4. The EMBA-IAEP 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 EMBA-IAEP shall be available to all fulltime employees in the EMS Division on an equal basis at all times. In the event the EMBA-IAEP fails to maintain such a system, or if membership is not so available, the Employer immediately shall cease making such deductions.

5. The EMBA-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 of or by reason of action taken by the City in reliance upon salary deduction authorization forms as furnished by the EMBA-IAEP to the City.

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



**Article III**  
**Bulletin Board**

1. The EMBA-IAEP shall have the use of an enclosed and locked bulletin board at all ambulance locations for the Elizabeth Fire Department, EMS Division. Such boards will be used solely for the purposes of exhibiting official business of the EMBA-IAEP. All material to be posted shall be submitted to the Director or his/her designee prior to posting for review by the Director or his/her designee for the sole purpose of determining that the material constitutes official EMBA-IAEP business.

**Article IV**  
**EMBA-IAEP Business Leave**

1a. Meetings between representatives of the City and of the EMBA-IAEP for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein shall be scheduled during the non-working time of affected employees, except by mutual agreement between the Director and/or the City's Business Administrator and the representative(s) of the EMBA-IAEP.

b. There shall be two (2) members on the negotiations committee. Those EMBA-IAEP members shall be granted leave from duty with full pay for all meetings between the City and the EMBA-IAEP for the purpose of negotiating the terms of an agreement, when such meetings take place on a day the employee is scheduled to be on duty.

2. Leaves of absence may be taken with pay to attend and serve as delegates to EMBA-IAEP conventions may be granted in writing to not more than two (2) active members of the EMBA-IAEP during a calendar year for each delegate. EMBA-IAEP shall provide the Elizabeth Fire Department with a written request of all business leaves that require attendance by association members. The request must include date, times, travel times and who is requesting to attend and be submitted no later than one (1) month prior to the Director or his/her designee. A yearly projection on meetings and conventions is also required. The request for business leave shall include but not limited to Executive Board meetings, special meeting, state meetings and all conventions.

3. Failure of an employee to return to work promptly without prior approval of the Director or his / her designee upon the expiration of authorized leave, may subject the employee to disciplinary action in accordance with departmental rules and regulations.

4. The EMBA-IAEP agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty. It is understood that such time off refers solely to the time period required to attend such meetings.

**Article V**  
**Association Privileges**

1. The EMBA shall have the right to use the fire houses at all reasonable hours for EMBA meetings subject to advance approval of the officer in charge.
2. The EMBA shall have the right to use the Fire Department's mail or message routing system and the EMS Division's mailboxes. Such use shall be reasonable. The EMBA shall pay for its own postage and stationary.
3. EMBA-IAEP authorized representative shall be notified concerning any change which could adversely affect the continuation of any employee in higher office, position of employment, his/her salary or fringe benefits or disciplinary action against any member and be entitled to being present at any meetings, hearings or interview concerning such action and if requested by the employee, to advise and represent him / her.
4. EMBA-IAEP Executive Officers have the right to visit the Business Administrator, Fire Director and or Fire Chiefs with prior notification and approval at all reasonable hours for union business, provided there will be no interference with normal operations.

**Article VII**  
**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 any provisions of this Agreement. Copies of such rules and regulations shall be furnished to the EMBA-IAEP.
2. All new or changes policies and procedures shall be given in writing to the EMBA-IAEP forty five (45) days prior to implementation.
3. 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 EMS 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 Procedures set forth in Article VIII of this contract.
4. 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 pursue disciplinary action in accordance to New Jersey Civil Service rules and regulations pertaining to disciplinary action.

**Article VIII**  
**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. Said discharge or disciplinary action shall be in accordance with applicable Department of Personnel Rules and Regulations.
2. Types of discipline that may be imposed under this Article are Verbal Advisory, Verbal Reprimand, Written Reprimand, Suspension (Paid or Unpaid) or Discharge. The Director or his/her designee will provide the EMBA-IAEP with an explanation of what each charge means.

Verbal Advisory	-	3 months
Verbal Reprimand	-	6 months
Written Reprimand	-	9 months
Suspensions	-	12 months
3. In the event that a discharged employee feels that he/she has been unjustly dealt with, said employee of the EMBA-IAEP with the permission of said employee, shall have the right to file a complaint, which must be in writing to 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 provisions herein provided in Article IX of this Agreement. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.
4. The changing of an employee's shift will not be used to discipline the employee.
5. The City agrees to provide the employee with copies of all verbal and written reprimands or other written disciplinary action taken. Any employee covered by this Agreement, charged with a disciplinary action shall be provided a copy of the charge and any documentation which will be used to support the charges. The City shall provide all documentation three (3) weeks prior to hearing.

**Article VIII**  
**Grievance Procedure and Arbitration**

1. In the event that any difference or dispute arises between the City and the EMBA-IAEP 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) business days of its occurrence or employee knowledge of:

Step 1: between the aggrieved employee and his/her immediate superior. If no satisfactory agreement is reached within five (5) business days, then:

Step 2: between the aggrieved employee and the Fire Director or his/her Designee. Should no acceptable agreement be reached within five (5) business days, then:

Step 3: between an official of the EMBA-IAEP in conference with the Director or his/her designee. Should no acceptable agreement be reached within five (5) business days then:

Step 4: the matter may be referred to arbitration by the City or the EMBA-IAEP only.

2. Either party may notify the other in writing, by certified mail, not later than ten (10) business days after the "Step 3" meeting, of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator within five (5) business days, the moving party may request either the American Arbitration Association (AAA) or the Public Employment Relations Commission (PERC) to designate the arbitrator in accordance with their respective 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 of the arbitrator 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 the provisions of this contract;

(f) Pertains in any way to the administration, interpretation of insurance, pension, savings or any 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 probationary period.

**Article IX  
Hours of Work**

1. It is agreed that the normal work week for full-time, permanent employees performing Elizabeth Fire Department EMS Division duties shall be a maximum of forty (40) hours of work every week.

2. There shall be two (2) 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 at 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 at 11:59 p.m. the following Monday.

2b. Example of work schedule

Title per shift	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa	Su
1	0	0	12	12	12	0	0	8	12	0	0	0	12	12
2	0	0	12	12	12	0	0	12	8	0	0	0	12	12
3	0	0	8	12	12	0	0	12	12	0	0	0	12	12
4	0	0	12	8	12	0	0	12	12	0	0	0	12	12
5	0	0	12	12	8	0	0	12	12	0	0	0	12	12
6	0	0	12	12	12	0	0	12	12	0	0	0	8	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	8	12	0	0	0	12	12	0	0	12	12	12	0	0
10	12	8	0	0	0	12	12	0	0	12	12	12	0	0
11	12	12	0	0	0	12	12	0	0	8	12	12	0	0
12	12	12	0	0	0	12	12	0	0	12	8	12	0	0
13	12	12	0	0	0	12	12	0	0	12	12	8	0	0
14	12	12	0	0	0	8	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



3a. All hours worked between 7:00 a.m. and 6:59 p.m. shall be considered day shift hours. Employees scheduled to work during such hours shall be considered to be working the day shift work week.

3b. All hours worked between 7:00 p.m. and 6:59 a.m. shall be considered night shift hours. Employees scheduled to work during such hours shall be considered to be working the night shift work week.

4. The present work schedule, as shown above in Section 2b of this Article, shall be maintained. Prior to any change in the present schedule being made, the officers of the EMBA-LAEP will be consulted and given a minimum of four (4) weeks to review to ensure all members will be able to make adjustments.

5. In cases of extreme weather conditions where a State of Emergency has been declared by the State of New Jersey, or in the event of extreme heat or cold determined to exist by the Director or his/her designee, EMS units will be given a rest period as specified by Departmental policy and as determined by the on duty EMS Supervisor or acting supervisor.

**Article X**  
**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 exchange or "swap" requests must be submitted to the Director or his/her designee at least 24 hours prior to the anticipated "swap". Approvals of "swap" shall not be arbitrarily or capriciously denied. The 24 hour notice may be waived in cases of special need. In the event that the EMT doing the "swap" calls out sick or has an unforeseen emergency, that person will be charge the occurrence/sick time, personal time, vacation time or holiday time.

**Article XI**  
**Request for Change of Shift**

Employees who wish to request a change of shift may do so, in writing, to the Director or his/her designee 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 EMS Division.

**Article XII**  
**Employee Attendance**

1. Employees shall be present and ready for work at their scheduled starting times at their assigned work site. If employee is running late for some unforeseen incident, they will contact the on duty supervisor to advise him/her of the situation.
2. Any employee who fails to report for a regularly scheduled shift (excluding overtime shifts) without being approved the time off shall be considered absent without leave and subject to disciplinary measures as provided by Civil Service Law.
3. 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.
4. Any employee who absents himself/herself for five (5) consecutive days without approved leave or notice shall be deemed to have quit.

**Article XIII  
Salary Schedule**

The following shall be the salary schedule for the life of this Agreement.

Title: Emergency Medical Technician	Previous Base 7/1/2012	Steps	7/1/2013 (2% increase)	7/1/2014 (1.5% increase)	7/1/2015 (1.5% increase)	7/1/2016 (1.5% increase)
1st year (calendar)	\$40,467	1	\$41,276	\$41,895	\$42,524	\$43,162
Beginning of 2 <sup>nd</sup> year	\$45,426	2	\$46,335	\$47,030	\$47,735	\$48,451
Beginning of 3 <sup>rd</sup> year	\$47,193	3	\$48,137	\$48,859	\$49,592	\$50,336
Beginning of 4th year	\$47,287	4	\$48,233	\$48,956	\$49,691	\$50,436
Beginning of 5th year	\$48,463	5	\$49,432	\$50,173	\$50,926	\$51,690
Beginning of 6th year	\$49,097	6	\$50,079	\$50,831	\$51,593	\$52,367
Beginning of 7th year	\$49,730	7	\$50,725	\$51,486	\$52,258	\$53,042
Beginning of 8th year	\$51,491	8	\$52,521	\$53,309	\$54,108	\$54,920
Beginning of 9th year	\$53,249	9	\$54,314	\$55,129	\$55,956	\$56,795
Beginning of 10th year	\$57,234	10	\$58,379	\$59,255	\$60,144	\$61,046
Beginning of 11th year	N/A	11	\$61,298	\$62,218	\$63,151	\$64,098

**Article XIV**  
**Longevity**

1. This longevity will only be paid to all employees who are on the payroll as of July 1, 2001. All future employees shall not be entitled to longevity. In the event a collective negotiations agreement between the City and any other bargaining unit of the City employees contains a provision requiring the City to pay future employees longevity, then the City upon demand by the EMBA-IAEP agrees to negotiate concerning longevity.

2. All permanent employees covered by this Agreement and who satisfy the requirement of section 1 of this Article, 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 to the January 1<sup>st</sup> preceding the execution date of this contract and will accordingly be computed on the new salary base.

3. Longevity will be paid in accordance with the following schedule:

Start of the 4 <sup>th</sup> year of employment to completion of 7 <sup>th</sup> year:	2%
Start of the 8 <sup>th</sup> year of employment to completion of 11 <sup>th</sup> year:	4%
Start of the 12 <sup>th</sup> year of employment to completion of 15 <sup>th</sup> year:	6%
Start of the 16 <sup>th</sup> year of employment to completion of 19 <sup>th</sup> year:	8%
Start of the 20 <sup>th</sup> year of employment to completion of 24 <sup>th</sup> year:	10%
Start of the 25 <sup>th</sup> year of employment to completion of 29 <sup>th</sup> year:	12%

**Article XV**  
**Management Responsibility**

1. It is recognized that the management of the EMS Division, 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 retains the right to transfer, at any time, the EMS Division to any other City run department/ agency keeping current pay scale, longevity, time accrued, seniority and current positions. It also retains the right to decrease the amount of per-diems or provisional employees hired due to reasons of economic hardship.

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

**Job Security**

The City will not use non-bargaining unit employees, supervisors as provided in this agreement, for work customarily or routinely performed by employees. In the event of a bona fide emergency non-bargaining unit employees may be utilized until the emergency ceases up to thirty (30) days.

**Article XVI**  
**Personnel Files**

1. The City agrees to permit each employee full inspection and examination of his/her personnel file at least once during each calendar year upon written request by the employee. The inspection shall take place during the employee's off-duty hours and in a private location provided by the employer at reasonable hours during the day. The employer may require that such inspection and examination takes place in the presence of the Director or his/her designee, and the employee may, at his/her option, have a third party present during such inspection. Written requests for photocopies of documents in personnel files shall be submitted to the Personnel Commander and shall be honored by the City.
2. In no circumstance shall the employee remove or destroy any document from the file.
3. An employee may file a written comment concerning any document in his/her file within fourteen (14) business days after his/her inspection of the file.
4. In the event charges are proffered against an employee, such employee or his/her counsel or, at the appointment of the employee, a representative of the EMBA-IAEP may have access to the contents of the file of the employee against whom charges are pending in order that said employee may properly prepare his/her defense to such charges even if this access exceeds the once yearly inspection described in paragraph 1 of this Article.
5. Prior to the entry of any critical or negative evaluation in the personnel file, the employee shall be notified of the proposed entry.
6. The contents of the personnel file shall be confidential.
7. Although the City agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection without the employee's full knowledge.



**Article XVII**  
**Vehicle / Equipment Maintenance**

1. It shall be the responsibility of each employee covered by this Agreement to immediately report any defective vehicle to his/her immediate supervisor.
2. In the event appropriate City Authorities determine that a vehicle is in an unsafe condition, said vehicle shall be removed from service and repaired.
3. No employee covered by this Agreement shall be required to perform any mechanical work on any City owned vehicle or equipment other than routine inspection, cleaning and maintenance.

**Article XVIII**  
**Mutual Aid**

1. The City shall acknowledge that while on duty with the City, all employees covered by this Agreement, while rendering aid to another community, in any capacity, are fully covered by worker's compensation, liability insurance, malpractice insurance, and pensions as provided by New Jersey State Law, and shall receive all the benefits to which the employee is entitled to as if working within the City of Elizabeth.

**Article XIX**  
**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, union business leave, unless otherwise specifically addressed in this Agreement. The city shall establish and post a seniority list with a copy forwarded to the EMBA-IAEP. Unless an objection to the seniority list as posted is made to the Director or his/her designee within fifteen (15) business days from the date such list is received by the EMBA-IAEP, the list will be final.
2. Seniority shall be lost and employment terminated if any of the following occur:
  - (a) Discharge (for just cause)
  - (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.
3. Seniority shall be used to determine overtime assignments and time off requests. Seniority shall be determined by initial Civil Service rank number then by continuous years of service, from the last date of hire, with the City. It is understood and agreed that in all cases of layoff and recalls from layoffs, seniority shall determine who is laid off and recalled.
4. Where qualifications, ability, availability, and willingness to perform are equal, length of continuous service shall be given due consideration.
5. Probationary Period. The first ninety (90) days of employment for all new employees covered by this Agreement shall be considered a probationary period. During the probationary period, the City may discharge such employee for any reason whatsoever.

**Article XX**  
**Layoffs and Recalls**

1. In the event of layoffs, the City shall layoff EMT's from the Per-Diem list in reverse order of seniority, any provisionally hired EMT's prior to the layoff of any EMBA-IAEP member. At all times, the City shall comply with the applicable Civil Service rules/regulations of the New Jersey Department of Personnel.

6. Prior to the effective date of any layoffs, the Employer will offer the EMBA-IAEP an opportunity to enter into good faith discussions between the parties regarding the necessity, extent and alternatives to any prospective layoff.

7. The City shall notify the Union and affected employees of layoff as far in advance as possible but at least forty five (45) days prior to effective date.

**Article XXI**  
**Acting EMS Supervisor**

1. A seniority list will be maintained for the selection of those to work as an Acting EMS Supervisor (AS) on a temporary basis. An employee who is an Acting EMS Supervisor (AS) shall be paid an additional rate of Seven-dollars (7.00) per hour.
2. A full time employee status 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. The most senior qualified employee as per specifics on section 3 of Article XXI will be eligible to fill the supervisory position on an acting basis.
3. Qualifications to fill the Acting EMS Supervisor position will be as follows;
  - a) Incident Command System Level 300 or above
  - b) NIMS 800 & 800b or above
  - c) Large Scale Incident Operations Level
  - d) Hazmat / CBRNE Operations Level
  - e) Three (3) years of full time employment within the EMS Division
4. Should an employee refuse the assignment of Acting EMS Supervisor (AS) he/she Must submit, in writing, to the Director or his/her designee, their reason and length of withdraw for this position.
5. The City reserves the right, should all employees covered by this Agreement, refuse to act in the higher title, to order the most senior eligible qualified employee to act in the Acting EMS Supervisor (AS) position.
6. Upon execution of this agreement, an employee that is called in to work to act in the position of Acting EMS Supervisor (AS) for overtime, he/she shall be paid at the rate of one and one half (1 ½) times the above agreed upon AS rate of Seven-dollars (7.00).
7. Upon execution of this Agreement, an employee that is called in to work to act in the position of Acting EMS Supervisor (AS) on a Sunday or holiday, that he/she is not regularly scheduled to work or during a State of Emergency as declared by the State of New Jersey, shall be paid at the rate of double the above agreed AS rate of Seven dollars (7.00).

**Article XXII**  
**Holiday Time**

1. Fifteen (15) hours 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 Director or his/her designee
2. Employees may convert holiday time to be included into bank time as provided by Article XXIV, Section 10.
3. Holidays recognized by the City at the time of this Agreement are as follows:
  - a. New Years Day
  - b. Martin Luther King's Birthday
  - c. Lincoln's Birthday
  - d. Washington's Birthday
  - e. Good Friday
  - f. Memorial Day
  - g. Independence Day
  - h. Labor Day
  - i. Columbus Day
  - j. Election Day
  - k. Veteran's Day
  - l. Thanksgiving Day
  - m. Friday after Thanksgiving Day
  - n. Floating Holiday
  - o. Christmas Day
4. In the event that an employee incurs any injury resulting in an extended unpaid disability leave, the employee may utilize the existing Holiday time when the employee's sick time is exhausted.
5. Any employee covered by this Agreement, who is entitled to Holiday leave at the time of retirement, shall receive the earned Holiday time which has not been taken, effective thirty (30) days prior to the day of retirement. It is understood and agreed that the retiring employee must give sufficient notice of retirement to enable him/her to use up accrued time off. In the event that an employee is entitled to Holiday leave at the time of his/her death, his/her Widow(er), Domestic Partner or his/her Estate shall receive the earned Holiday pay on the same basis as an employee who is retiring.
6. The Widow(er), Domestic Partner or Estate shall also receive earned pay for any accrued time that is owed to the employee as a result of accumulated, non-compensated overtime.
7. Any employee may sell up to ninety-eight (98) hours of Holiday time back to the City each year. Notice of intent to do so must be given no later than July 1<sup>st</sup> of each year. The notice to the City shall advise how many hours of holiday time the employee wishes to convert into cash. The City shall make such payment to the employee no later than the first paycheck in December.
8. Extra holidays declared to be such by the President of the United States, the Governor or the Mayor shall be granted to employees as additional time off

**Article XXIII**  
**Personal Day**

1. After one (1) year of service computed from the last date of hire, full-time employees may be granted three (3) Personal Leave Days during each year of this contract for any of the following reasons:

- a. Religious observance
- b. Death of a family member 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. Personal days are not to be accumulated from year to year. Personal days must be used in the year it is granted.

3. A personal day shall be for twelve (12) hours.

**Article XXIV**  
**Vacation Time**

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

1 <sup>st</sup> year of employment:	12 hours per month
Beginning the 2 <sup>nd</sup> year of service through the 5 <sup>th</sup> year:	156 hours annually
Beginning the 6 <sup>th</sup> year of service through the 10 <sup>th</sup> year:	180 hours annually
Beginning the 11 <sup>th</sup> year of service through the 15 <sup>th</sup> year:	216 hours annually
Beginning the 16 <sup>th</sup> year of service through the 20 <sup>th</sup> year:	240 hours annually
Beginning the 21 <sup>st</sup> year of service through the 25 <sup>th</sup> year:	276 hours annually
Beginning the 26 <sup>th</sup> year of service through the 27 <sup>th</sup> year:	312 hours annually
Beginning the 27 <sup>th</sup> year of service through the 28 <sup>th</sup> year:	324 hours annually
Beginning the 28 <sup>th</sup> year of service through the 29 <sup>th</sup> year:	336 hours annually
Beginning the 29 <sup>st</sup> year of service through the 30 <sup>th</sup> year:	348 hours annually
Beginning the 30 <sup>th</sup> year of service and after:	360 hours annually

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 the following year with the consent of the department head, but such accumulated vacation days may not be extended beyond the next year.

4. The vacation period shall be the calendar year from the 1<sup>st</sup> day of January to the 31<sup>st</sup> 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, effective thirty (30) days prior to the day of retirement. It is understood and agreed that the retiring employee must give sufficient notice of retirement to enable him/her to use up accrued time off, or such time will be forfeited. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her Widow(er), Domestic Partner or his/her Estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

6. The Widow(er), Domestic Partner or Estate shall also receive earned pay for any accrued time that is owed to the employee as a result of accumulated, non-compensated overtime.

7. Upon completion of twenty-five (25) years of continuous service, the employee shall receive sixty (60) extra hours of vacation time for that year only.

8. Any employee can sell vacation time back to the City. Notice of intent to do so must be given no later than December 31<sup>st</sup> of each year. The notice to the City shall advise how many hours of vacation time the employee wishes to convert into cash. The City shall make such payment to the employee no later than the last paycheck in May. In the event that the employee incurs any injury resulting in an extended unpaid disability leave between December and May, the employee may utilize the vacation time in lieu of payment in May.



9. In the event that an employee incurs any injury resulting in an extended unpaid disability leave, the employee may utilize existing vacation time when the employee's sick time is exhausted.

10. An employee shall be permitted to convert vacation days into banked time. Said banked time shall not be payable to the employee until:

- a. Retirement, or
- b. Voluntary or involuntary separation from employment with the City, or
- c. In the event of an unpaid disability leave.

### **Time Off**

1. A minimum of one (1) Bargain Unit Member per tour/shift will be granted time off (Vacation, Holiday, Personal and or Comp time) when requested.

1a. Supervisors requesting time off will not reflect the minimum of one (1) Bargain Unit Member's allowed off.

2. Two (2) or more Bargain Unit Member's may be granted time off the same day. The 2nd or more Bargain Unit Member's requesting the time off shall be approved if proper coverage utilizing the Per-Diem pool to cover said employee requesting time off is filled and overtime is not created for the per-diem employee.

3. Time off requests will be approved based on seniority as noted on Article XIX section 3.

EFD EMS Administration will notify the approved time requested to the employee in a timely manner.

**Article XXV**  
**Overtime and Compensatory Time**

1. Whenever an employee works in excess of forty (40) hours during his/her workweek as defined in Article IX, Section 2, he/she shall be paid at the rate of one and one-half (1.5) times his/her base hourly rate for such hours worked in excess of forty (40) hours.
2. Mandatory classes, as required by the Federal, State or City, shall be compensated by the payment of overtime at time and one-half, if the employee is not scheduled to work when the class is scheduled.
3. Mandatory Recertification Classes. In the event that the City requires a member of the bargaining unit to attend a recertification class on a non-work day, the member shall receive compensatory time at time and one-half for all hours actually spent in the class. In the event that the class is scheduled on a work day, the EMT shall be released from duty without loss of pay to attend the class and then may be required to return to work.
4. Payment for overtime work shall be made in the week following the week in which the overtime work was performed, provided proper documentation for overtime work has been submitted. If an employee is shorted monies in his/her pay check and the proper documentation has been submitted to prove the mistake, a separate check shall be issued within three (3) business days to resolve the issue.
5. An employee may be held past the end of their shift all mandatory holdovers shall be at two times (2X) the employees hourly rate. Mandatory holdovers shall not be for more than four (4) hours.
6. Off duty EMS action shall be compensated in accordance with the Agreement from the commencement of the bargaining unit member's involvement in the incident while in the City of Elizabeth.
7. Crew must add name of off duty EMT assisting on the scene in the Patient Care Report, Overtime slip must state in the comments area what crew you assisted, type of call, address of incident and incident #
8. Overtime shall first be offered to full time bargaining unit members prior to being offered to any per-diem and supervisory staff. If a full time bargaining unit member is on a short day that person shall have the options of first right of refusal for the remaining four (4) hours of the shift at an overtime rate.

**Article XXVI**  
**Education**

1a. Employees enrolled in either a New Jersey Department of Health certified Paramedic Program or equivalent, or for an associate's or a bachelor's degree program as a matriculated student in a government/employment related discipline shall be reimbursed as set forth below for the cost of tuition at the State College/State University rate when approved in advance, in writing by the Business Administrator. Such approval will not be unreasonably withheld.

1b. Reimbursement will be as follows:

- i. Any grade of "B" or better: 100% of State College/State University rate.
- ii. A grade of "C": 80% of State College/State University rate. Staying at 75%
- iii. A grade less than a "C": 0% (no reimbursement will be issued)

2. Every effort will be made to adjust an employee's schedule when necessary so that he/she may take advantage of available college courses.

3. The taking of any such courses shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not satisfactorily and fully completed.

1. In recognition that EMTs have continuing educational units to maintain their Emergency Medical Technician (EMT) license, the City will reimburse EMTs for the cost of said classes as long as pre-approval by the Business Administrator is secured.

**Article XXVII**  
**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 "T" 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 of New Jersey is paying the cost of its eligible pensioners and their dependents in accordance with provisions of Chapter 75, P.L. 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 P.L. 1972.

d. Require the local employer (the City) 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 twenty-five (25) years or more of service credited in such retirement system, excepting the employers 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 of which will be paid for by the City. Effective January 1, 2002, the co-payment will be increased to \$3.00 for each prescription; effective January 1, 2004, the co-payment will be increased to \$5.00 for each prescription. Effective March 1, 2006, the prescription drug plan shall be as follows: (i) Retail (Participating Pharmacies up to 30 day supply) – generic mandated unless there is no generic equivalent with generic co-pay of \$5.00 and brand name co-pay of \$5.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay; (ii) Mail order (Up to a 90-day supply) – mail order co-pay generic \$0.00, brand name \$ 0.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay. A doctor's certification must be prepared stating the generic is not acceptable. In the event that a brand name is specifically prescribed, the co-pay shall be at the generic co-pay rate.

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

6. Any proposed change in the insurance program(s) sought or initiated by the City shall have as the condition precedent a sixty (60) day notice period given to the EMBA-IAEP. At the time of the initial notice of

the intended change, the City shall supply the EMBA-IAEP with full details of the proposed change including, but not limited to, the full insurance plan document and all materials necessary to fully evaluate the program. This provision shall not apply to proposed changes sought or initiated by the insurance carrier; in which case, the City shall provided notice to the EMBA as soon as possible.

7. In the event that there are legislative changes covering health benefits during the contract period for which the City may give notice of re-opener for health benefits, then the EMBA-IAEP shall have the right to re-open the salary increases (percentages) for the remaining years of the contract.

8. The City shall comply with all requirements set forth in the New Jersey Worker's Compensation Statute, N.J.S.A. 34:15-1 et seq., regarding medical treatment for on-the-job injuries.

9. The city shall continue to provide full time employees with a health insurance plan. The city reserves the right to change health insurance carriers upon proper notification to the union and the new plan design coverage does not reduce the level of coverage.

**Article XXVIII**  
**Bereavement / Funeral Leave**

1. Leave with pay, not to exceed sixty (60) hours of scheduled work time, shall be granted to an employee in the event of the death of the employee's current spouse, domestic partner, children, step or foster children, brothers, sisters, parents of the employee, grandparents, great-grandparents and any dependents other than those previously identified residing in the employee's household. For purposes of this provision, a dependent, is any individual whom the employee may claim as a dependent for federal income tax purposes. This leave begins at the start of the employee's next shift but will also take into consideration religious beliefs or medical examiner cases.
2. Leave with pay, not to exceed thirty-six (36) hours of scheduled work time, shall be granted to an employee in the event of the death of the employee's current parents-in-law, current brothers-in-law, current sisters-in-law, current sons-in-law, current daughters-in-law, grandparents-in-law and grandchildren of the employee, current spouse or domestic partner. This leave begins at the start of the employee's next shift but will also take into consideration religious beliefs or medical examiner cases.
3. One (1) working day (i.e. twelve (12) hours) of funeral leave shall be allowed in the event of the death of the employee's blood-related aunt, uncle, niece and nephew.
4. Special cases will be referred to the Director.
5. Funeral leave with pay as provided for in this section, is intended to be used for the purpose of handling the necessary arrangements and attending the funeral of the deceased member of the immediate family and shall not be cumulative. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

**Article XXIX**  
**Court Leave: 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 to 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 to aid in any manpower issues.
5. An employee on Jury Duty shall suffer no loss of pay.

**Article XXX**  
**Court Leave: Subpoenaed Witness**

1. An employee who is subpoenaed to appear as a witness in a court of law shall immediately notify his/her supervisor.
2. An employee who is excused from appearing as a witness in a court of law on any day shall report to work on such day.
3. When an employee covered by this agreement is subpoenaed to appear as a witness in a court of law, on a day the employee is scheduled for duty, the employee shall be paid his/her regular salary during such appearance upon furnishing a copy of said subpoena to the Director or his/her designee and under the following circumstances:
  - a. The employee is subpoenaed to testify as a witness at a trial for the City or,
  - b. The employee is subpoenaed to testify as a witness to an event, which arose out of and directly relates to his/her duties of employment with the City and to which he/she observed while on duty for the City.
4. When an employee is subpoenaed to appear as a witness in a Court of Law on a day the employee is not scheduled for duty, the employee shall be reimbursed at the employee's current overtime rate for the amount of hours served in court with a minimum amount of two (2) hours of overtime. The proper documents must be completed along with a copy of the subpoena and turned in to the on duty supervisor or the Chief's office within 24 hrs.



**Article XXXI**  
**Injured on Duty Leave (Occupational Injury)**

1. Each employee shall be entitled to a maximum of ninety (90) scheduled shifts paid per incident for absences due to injuries or exposure occurring in the line of duty. The Director in his/her sole discretion may extend the paid leave on a case-by-case basis.
2. Any payments from temporary disability insurance or Workers' Compensation insurance received by the employee shall be credited toward the pay referred to in paragraph 1 of this Article.
3. Injury, illness or disability must be evidenced by a certificate of a physician designated by the City to examine the employee.
4. During an authorized leave of absence from an occupational injury as set forth above, the City will continue to pay the employee's insurance premiums as set forth in Article XXXV.
5. Employees returning from an authorized leave of absence from an occupational injury as set forth above will be restored to their original job classification and shift at the appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits.
6. Employees on Injured on Duty Leave shall not be compelled to perform "light-duty" assignments unless approved by the employee's physician.

**Article XXXII**  
**Leave Without Pay**

1. Any 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 EMS Division may be on such leave at any one time, except at the discretion of the Director. The two (2) employees granted such may not be members of the same working shift except at the discretion of the Director. Extensions of such leaves may be granted provided that the employee requests the Director to grant an extension. Said requests must be made at least two (2) weeks prior to the date on which the initial leave or subsequent leaves would terminate. Falsification of the reason for the 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. At the request of the Director, returning employees may be required to undergo a physical examination by a physician designated by the City prior to reinstatement.

3. When the EMS Division is at full staff under the City's Table of Organization, two (2) employees working on the same shift may be granted such leave, provided the EMS Division has manpower permitting such a leave and the EMS Division can utilize per diem employees to cover the shifts.

**Article XXXIII**  
**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. The employee may request that such leave be with pay to the extent of accrued sick leave and vacation time, 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 the 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 herein above. When the employee's treating physician deems the employee unable to safely perform all of the obligations of her position, the employee will be reassigned to light duty until they begin maternity leave. The employee must obtain documentation from the treating physician stating that they are no longer able to safely perform all the duties of their position and outline the physical restrictions.

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 in maternity leave whose pregnancy terminates prior to childbirth shall return to work within thirty (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 indicated 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 not be retained during a leave without pay.

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

**Article XXXIV**  
**Military Leave**

The City agrees to comply with applicable Federal and State law regarding military leave. Where military service is required, a leave of absence without loss of seniority shall be granted for the period the military service is required and three (3) months thereafter. An employee who voluntarily re-enters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his/her employment and resigned.

**Article XXXV**  
**Sick Leave**

1. Sick leave with pay shall accrue to any full-time employee on the basis of fifteen (15) working hours per month during the remainder of the first calendar year of employment after initial appointment and one hundred eighty (180) working hours 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 City 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 form the Department of Health shall be required.
6. The City 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 City. 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.
7. Donated Sick Leave. EMT's are eligible to participate in the City's donated Sick and Vacation Leave Program. In order to donate earned sick and/or vacation time to another City of Elizabeth employee, the receiving employee must be suffering from a catastrophic health condition or injury which compels his/her prolonged absence from work. Further details about the program are available from the Personnel Division or the Department Head.
8. Sick Leave Buy Out. An EMT who retires or who is laid off from employment from employment with the City shall be reimbursed for accumulated, unused sick time at the rate of fifty (50%) percent of the employee's daily rate of pay to a maximum payment of ten thousand (\$11,000) dollars. Payment shall be made within six (6) months of the effective separation date.
9. For employees who are laid off, there is no length of service requirement. All employees must have at least thirty (30) accumulated sick days to be eligible for the reimbursement.
10. In the event of an employee's death while actively employed, the employee's Widow(er), Domestic Partner or Estate shall be reimbursed for accumulated, unused sick time at the rate of fifty (50%) percent of the employee's daily rate of pay to a maximum of eleven thousand (\$11,000) dollars. Payment shall be made within six (6) months of the employee's death.

**Article XXXVI**  
**Uniform and Clothing Maintenance Allowance**

1. The City will provide each newly hired 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 (1) windbreaker, one (1) ANSI-compliant winter coat, four (4) long-sleeved shirts (winter shirts), four (4) short-sleeved shirts (summer shirts), four (4) Polo Shirts, two (2) job shirt. four (4) pairs of pants, one (1) baseball cap, one (1) winter hat, and one (1) complete set of NFPA-approved USAR/Blood-borne pathogen compliant turnout gear, including coat, pants, suspenders, steel-toe boots, helmet, gloves, and eye protection, Level IIA or greater bullet-resistant vest, ANSI-complaint traffic safety vest and raingear, including rain boots, a rain jacket and a rain hood.

2. Clothing which is damaged as a result of job related activities shall be replaced by the City at the City's expense within thirty (30) days of incident.

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 Fire Director.

In lieu of a voucher clothing allowance, the City shall provide each employee with a yearly amount of seven hundred and fifty (750.00) annually, be in a separate check. One installment will be the second pay period in April.

6. The City agrees that it will replace the body armor, fire helmet and turnout gear for all employees as per the manufacturer's directions. Radio's will be provided at the beginning of employment or as soon as possible.

**Article XXXVII**  
**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 the 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 the examination will be forwarded to the respective employee.
6. Copy of the final report will be forwarded to the Fire Director for his/her confidential file. The confidentiality of any report shall be maintained in accordance with HIPPA.
7. The City will provide, at its expense, annual (every twelve months) Tuberculosis testing for all employees covered by this Agreement.
8. The City will provide, at its expense and at the employee's option, annual (every 12 months) inoculation and testing against Hepatitis-B to all employees covered by this Agreement to the extent such inoculation and testing supplies are readily available at the time of the employee's request.
9. The City will provide, at its expense and at the employee's option, annual (every 12 months) inoculation against Influenza for all employees covered by this Agreement to the extent such inoculation is readily available at the time of the employee's request.
10. Each employee shall be reimbursed for a home HIV test annually (every 12 months) provided the employee furnishes proof of the cost of the home test.

**Article XXXVIII**  
**Critical Incident Stress Debriefing**

1. The City will make available to employees critical incident stress debriefing ("CISD"). In the event the debriefing is made mandatory by the City, the Director or his/her designees or if services are recommended by the City's CISD provider, the time spent in CISD will be considered time worked. If the EMBA-IAEP member requests the services of the City's CISD, the City will authorize the use of the CISD provider at no charge to the employee.
2. The employee shall provide to the Employer proof of the participation in the CISD sessions, however, no other information shall be provided or released. Any employee shall not be judged or discriminated against in any matter for using this service.

Article XXXVIII  
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 full authority in all matters of this nature.
4. In the event that the employees of the EFD EMS Division are transferred to another department of the city, The EMBA-IAEP reserves the right to reopen this agreement to negotiate economic and noneconomic issues.

Article XL  
Safety

1. A safety committee composed of three (3) City representatives and three (3) EMBA representatives shall meet at least once per year or at the request of either party. Said committee shall review safety conditions and make recommendations 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 all safety regulations will result in disciplinary action.

Article XLI  
Travel Allowances

1. The City shall reimburse employees for their necessary travel expenses incurred while on City business consistent with the Travel Policy of the 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. Should the Travel Policy be revised, the benefits granted by it shall not be diminished.
2. Employees shall be reimbursed mile for mile for the use of their personal vehicles while on City business at the prevailing IRS rate. A travel log shall be maintained by each employee and submitted no later than one month following said travel to the Director for reimbursement.



**Article XXXX**  
**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 shall not be and that the EMBA-IAEP, 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 City agrees not to engage in any lockouts during the terms of this agreement.
3. The Director shall have the right to discipline, up to and including discharge, any employee who is in violation of this Article.
4. The EMBA-IAEP shall not be held liable for unauthorized acts of unit employees.

**Article XL**  
**Insurance and Legal Representation**

1. Whenever an employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful performance of the employee's duties, the City shall provide such employee with the necessary means for the defense of such action or proceeding, but not for his/her defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on the complaint of the municipality shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the expense of his/her defense.

2. Actions

- A. The City agrees to continue in full force and effect insurance coverage now provided by the City to benefit and cover employees, provided said coverage is available to the City.
- B. The City agrees to provide employees with the necessary means for the defense of any action or legal proceeding, civil or criminal in nature arising out of and directly related to the lawful performance of the employee's duties. The City and the President of the EMBA-IAEP will agree on the legal counsel retained for the members of the bargaining unit. "Necessary means for the defense of any action or legal proceeding" shall mean an outside attorney who, when selected, would owe exclusive allegiance to the member of the bargaining unit covered by this Agreement, free from municipal control, or, the services of an attorney of the employee's choosing, provided that said attorney and the City agree in advance as to the services to be rendered by said attorney and the costs thereof. Nothing herein shall preclude the member of the bargaining unit covered by this Agreement from retaining any attorney of his/her own selection to defend him/her against any action or legal proceeding arising out of and directly related to the lawful performance of the employee's duties, but absent advance agreement between said attorney and the City, as to services to be rendered by said attorney and the costs thereof, said costs shall not be the responsibility of the City. In the event that a money judgment is rendered against a member of the bargaining unit covered by this Agreement as the result of the institution of any action or legal proceeding arising out of and directly related to the lawful performance of the employee's duties, the City agrees to indemnify said member against judgment provided, however, that such indemnification shall be limited to a compensatory damage award and shall not include a punitive damage award.
- C. In the event of the award of a judgment against a member of the bargaining unit covered by this Agreement for punitive or exemplary damage, subject to the provisions of the preceding paragraph, the member may, through his/her bargaining representative, petition the City Council of the City of Elizabeth for indemnification for the payment of such punitive or exemplary damage judgment. The decision of the City Council on the petition shall be final and non-appealable to any other forum. At such hearing on such petition, the bargaining representative shall be entitled to present to City Council any information in support of his/her member's position which would justify payment of such punitive or exemplary damage judgment by the City.
- D. All insurance policies insuring members of the bargaining unit covered by this Agreement are public records on file with the City Clerk, and are subject to examination during normal business hours.
- E. To the extent that the provisions of the above clause are altered by a decision or decisions of the New Jersey Supreme Court after the effective date of this contract, said decision or decisions shall govern the practice between the parties with regard to legal representation covered by this clause.

3. Criminal, Quasi-Criminal and Disciplinary action commenced by the City.
  - A. The City is not required to and will not provide a member of the bargaining unit covered by this Agreement with the necessary means for the defense of any disciplinary proceeding instituted against the member by the City.
  - B. The City is not required to and will not provide a member of the bargaining unit covered by this Agreement with the necessary means for the defense of any criminal or quasi criminal proceeding instituted against that member as a result of a complaint on behalf of the City.
  - C. Notwithstanding anything herein above contained to the contrary in subparagraphs A and B of paragraph 3 of this Article, in the event that any disciplinary proceeding instituted against the member of the bargaining unit covered by the Agreement, by the City as contemplated within subparagraph A of paragraph 3 of this Article, is dismissed or finally determined in favor of that member, he/she shall be reimbursed for the expense of his/her defense.
4. This Article shall be interpreted in accordance will all applicable laws, and with all legal and ethical requirements concerning the provision of legal representation.

**Article XLI**  
**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, domestic partnership, race, color, creed, national origin, affectation or political affiliation.
2. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the EMBA-IAEP or because of any lawful activities by such employees on behalf of the EMBA-IAEP. The EMBA-IAEP, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the EMBA-IAEP.

**Article XLII**  
**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 therefore by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

**Article XLIII**  
**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 XLIV**  
**Severability Clause**

In the event that any Article or portion of this Agreement is declared invalid by any court of competent jurisdiction, or is invalidated by the judicial determination of any court of competent jurisdiction, said Article or portion of this Agreement shall have no force or effect. However, the invalidity of any Article or portion of this Agreement shall not affect the validity of any remaining Articles or portions of this Agreement, same remaining in full force and effect for the duration of this contract. If a provision of this contract is deemed invalid, then the parties shall meet within a reasonable time to negotiate a provision to replace the provision declared invalid.

Article XLV  
Term of Agreement

This Agreement shall be in full force and effect from July 1, 2013 through and including the 30<sup>th</sup> day of June 2017. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of the expiration, the party must notify the other in writing not less than ninety (90) days prior to such expiration date.

In witness whereof. The parties have caused their names to be signed on this <sup>9<sup>th</sup></sup> day of October <sup>2014</sup> ~~2013~~ 2009.

City of Elizabeth, New Jersey

By: [Signature]  
J. Christian Bollwage, Mayor

Date: 10/9/2014

Attest: [Signature]  
City Clerk

Emergency Medical Benevolent Association  
International Association of EMT's and Paramedics,  
Elizabeth Fire Department EMS, City of Elizabeth

By: [Signature]  
President Carlos G Gomez, EMT

By: [Signature]  
Vice President Frank Wagner, EMT

Date: 10/9/14

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

**BY CITY COUNCIL AS A WHOLE:**

**WHEREAS**, the Business Administrator has advised that an agreement has been reached with representatives of the Emergency Medical Benevolent Association, International Association of EMT's and Paramedics: Local 87; and

**WHEREAS**, the agreement is for a four year contract from July 1, 2013 through June 30, 2017. An across-the-board increase in the respective ranges will be set at the following increments: two percent (2%) for July 1, 2013, one and one half (1.5%) for July 1, 2014, one and one half (1.5%) for July 1, 2015, and one and one half (1.5%) for July 1, 2016; now, therefore, be it

**RESOLVED** that the City Council of the City of Elizabeth hereby authorizes the Mayor and City Clerk to execute a contract with the Emergency Medical Benevolent Association, International Association of EMT's and Paramedics: Local 87. The agreement is for a four year contract from July 1, 2013 through June 30, 2017. An across-the-board increase in the respective ranges will be set at the following increments: two percent (2%) for July 1, 2013, one and one half (1.5%) for July 1, 2014, one and one half (1.5%) for July 1, 2015, and one and one half (1.5%) for July 1, 2016.