

**AGREEMENT BETWEEN**

**THE CITY OF PASSAIC**

**AND**

**TEAMSTERS LOCAL 97**

**(E.M.T. UNIT)**

**JULY 1, 2006 THROUGH JUNE 30, 2011**

**PREAMBLE**

This AGREEMENT, made this 24<sup>th</sup> day of JUNE, 2008,  
by and between the CITY OF PASSAIC, a municipal corporation of the State of New  
Jersey, located at 330 Passaic Street, New Jersey, hereinafter designated as the "CITY"  
and the Teamsters Local 97, located at 485 Chestnut Street, Union, New Jersey,  
hereinafter designated as the "UNION".

**WITNESSETH THAT:**

**WHEREAS**, the City hereby recognizes the Union as the exclusive representative  
for collective negotiations concerning the terms and conditions of employment for the  
employees lists in the Recognition clause;

**WHEREAS**, the City and the Union, as a result of negotiations, have reached  
agreement concerning terms and conditions of employment for the period July 1, 2006  
through June 30, 2011; and

**WHEREAS**, the Union, in consideration of the provisions of this agreement, will  
require its members to perform all the duties of Emergency Medical Technicians, as  
assigned.

**NOW THEREFORE**, for and in consideration of the mutual covenants herein  
contained, it is expressly agreed by and between the parties hereto as follows:

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## ARTICLE I

### UNION RECOGNITION

A. The City hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment for the following employees only:

1. All regularly employed Emergency Medical Technicians and Senior Emergency Medical Technicians who work an average of twenty (20) hours or more per week.

2. All provisional Emergency Medical Technicians and Senior Emergency Medical Technicians who work an average of twenty (20) hours or more per week.

B. Specifically excluded are all managerial executives, confidential employees and supervisory employees within the meaning of the New Jersey Employer Employee Relations Act, police employees, craft employees, professional employees, casual employees, and employees represented in other collective negotiations units and all other employees.

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**ARTICLE II**

**PROBATIONARY PERIOD**

A. The Union and the City agree that all full time and part time employees must successfully complete a ninety (90) day probationary period. All new hires are on probation and may be terminated at any time with or without reason, and with or without notice, subject to DOP Rules and Regulations.

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**ARTICLE III**  
**DUES DEDUCTION**

A. The City agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Business Administrator or his designee during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off" authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the City's Business Administrator, or his designee.

E. The City agrees to deduct the fair share fee from the earnings of those employees hired on or after the signing of this Agreement who elect not to become members of the Union, or employees who are presently or subsequently become members of the Union and subsequently withdraw from the Union, and transmit the fee to the Union.

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F. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of fair share assessment.

G. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eight-five (85%) percent of the regular membership dues, fees and assessments or the maximum allowed by law.

H. The Union shall establish an appeal process that in no way involves the City or requires the City to take any action other than to hold the fee in escrow pending resolution of the Appeal.

I. The Union 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 cards or the fair share assessment information as furnished by the Union to the City or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

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## ARTICLE IV

### MANAGEMENT RIGHTS

A. Except as limited by this Agreement, the City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To make rules of procedure and conduct, to introduce new or improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the City after advance notice thereof to the Shop Steward and employees to require compliance by the employee is recognized.

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4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for cause in accordance with the law.

6. To layoff employees in the event of lack of work, or funds, or under conditions where continuation of such work would be inefficient and nonproductive or for other legitimate reasons: including but not limited to subcontracting any or all bargaining unit work in the City's discretion.

7. The City reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and the discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any national, state or local laws or regulations.

D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice,

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shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the City not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.

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## ARTICLE V

### GRIEVANCE AND ARBITRATION

A. The purpose of this procedure is to secure to the lowest possible level, an equitable solution for the problem which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting any employee from having a grievance to discuss the matter informally with any appropriate member of the Department. The employee reserves the right to have a shop steward present, if desired.

C. A "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of this Agreement or the terms and conditions of employment. Major discipline may only be appealed through the D.O.P.

D. The following constitutes the sole and exclusive method for resolving grievances between parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

**STEP ONE:** The aggrieved or the Union shall institute action in writing to the EMS Division Head under the provisions herein within five (5) working days after the event giving rise to the grievance. An earnest effort shall be made to settle the differences between aggrieved employees and the EMS Division Head for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

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**STEP TWO:** If the Union wishes to appeal the decision of the EMS Division Head, such appeal shall be presented in writing to the Chief of Police or Department Head within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute along with relevant facts. The Chief or Department Head shall respond, in writing, to the grievance within ten (10) working days of this submission.

**STEP THREE:** If the Union wishes to appeal the decision of the Chief of Police or Department Head, such appeal shall be presented in writing to the Business Administrator within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute along with relevant facts. The Business Administrator shall respond, in writing, to the grievance within ten (10) working days of this submission.

**STEP FOUR:** If the grievance is not settled through Steps One, Two or Three and it involves an express term of this Agreement, then the Union shall have to right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the City and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

E. 1. The parties direct the Arbitrator to decide, as a preliminary question, whether the Arbitrator has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and the laws of the State of New Jersey, and be restricted to the application of the facts presented to them involved in the grievance. The Arbitrator shall

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not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplements thereto. The decision of the Arbitrator shall be final and binding.

F. In the event the aggrieved elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Business Administrator or his designee on the grievance. In the event the grievance pursues his/her remedies through the New Jersey Department of Personnel, the arbitration hearing, if any, shall be cancelled and any late cancellation fees and expenses incurred thereby shall be paid by the grievant or the Union.

G. The time limits expressed herein shall be strictly adhered to. If any grievance had not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

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H. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

I. The Union shall be limited to placing one (1) substantive issue before an Arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by the mutual written agreement of the parties.

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## ARTICLE VI

### DISCIPLINE AND DISCHARGE

A. The City shall have the right to discharge, suspend, and/or discipline an employee for just cause and shall provide a copy to the Union. If the employee and the Union believe such action unjustified, minor disciplinary actions matter may be pursued through the grievance and arbitration provisions of the agreement and major discipline through the DOP, if applicable. Discharges of provisional employees shall be governed by D.O.P. rules and regulations.

B. An employee who requests Union representation shall be entitled to representation during any interview or discussion with the city that could result in disciplinary action. It is the responsibility of the employee to request such representation.

C. Loss of Certification/Driving Privileges:

1. If at any time, for any reason (except for expiration) an employee is without all necessary Federal, State and Local licensure or certifications required for performance of the duties of that employee, the employee shall be placed on unpaid leave for a period of not to exceed fourteen (14) calendar days. If the employee's Federal, State or local license or certification are reinstated, the City shall reinstate the employee to his previous position. If the employee does not revalidate his certification within the fourteen (14) day suspension, he shall be terminated.

2. If an employee loses his driving privileges or if the City's liability insurer refuses to insure an employee because of his driving record, the employee shall be placed immediately on an unpaid leave of absence until the employee's driving privilege

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is and/or insurability is reinstated, provided, however, the City's obligation to reinstate does not extend beyond 30 days after the date of initial loss of driving privileges or insurability. There is no guarantee that the employee's actual shift shall be available if the unpaid leave goes beyond seven (7) days. The City retains the right to impose discipline on an employee who carelessly and/or recklessly and/or without authorization operates a City vehicle.

3. It shall be the primary responsibility of each employee to maintain the appropriate licensure and/or certification necessary to perform the duties outlined in his job description. The employee shall be responsible for upkeep and timely renewal of all necessary documents. The employee shall notify the City immediately regarding loss or expiration of any required license, certification, and or related documents. An employee who reports for work or performs his duties without the required licenses may be subject to immediate discharge upon discovery.

Dr. [Signature]  
5/13/08

**ARTICLE VII**

**UNION RIGHTS**

A. **Bulletin Boards**

The City shall provide one (1) non-locking bulletin board placed in an accessible area for all bargaining unit employees to view. The bulletin board is to be used exclusively for posting of Union notices. No material of a profane, obscene, or defamatory nature shall be posted on the Union bulletin board. The Union Business Agent or his designee shall make all postings.

B. **Shop Stewards**

1. The City recognizes the right of the Union to designate one steward and one assistant steward to represent the Union and the employees covered by this Agreement. The Union shall furnish the City with the names of the steward and the assistant steward and will notify the City of any changes.

2. The authority of the steward or assistant so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

a. The Investigation and presentation of grievances in accordance with the provision of this Agreement. Normally, grievance investigations and handling will be done during non-working hours; however, if both the City and the Union agree that it is necessary for a steward ~~(to grievance committee person)~~ <sup>DELETE 6/19/08</sup> to perform any such duties during their working time, the steward ~~(or grievance committee person)~~ <sup>DELETE 6/13/08</sup> shall request to be released from work by the EMS Division Head as soon as convenient to the City and only to the extent necessary to make this investigation and for conferring with the

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City's representatives. The manpower needs of the Department shall be considered by the City.

b. The transmission of messages and information that originates with and are authorized by the Union or its officer to the City.

c. Otherwise the steward or assistant shall be required to perform his duties in the same manner and to the extent as other employees.

4. Any settlement of a question by the steward <sup>DATE</sup> ~~for grievance~~ <sub>5/13/08</sub> committee person and the EMS Division head of any employee involved in a dispute shall be reviewable by the City and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provision of this Agreement.

C. Union Visitation

The Union agrees to provide the Director of EMS with 24 hours notice prior to the Business Agent making a shop visit, unless an emergency situation does not allow for such notice. The City shall not deny the Business Agent access to the employees if proper notice is provided and manpower needs are not adversely affected. Union visits shall not interfere with patient care.

D. Union Meetings

1. The City agrees to allow the Union to hold shop meetings with all unit members at the EMS Headquarters, 54 Grove Street, provided the location is available. Union meetings shall not interfere with patient care.

2. The Union agrees to provide five (5) days notice when requesting the use of the City's facilities.

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**ARTICLE VIII**

**HOLIDAYS**

*effective 1/1/08*

A. All employees shall be entitled to seven (7) paid days off per contract year as holidays. Those days off will be mutually scheduled between the employee and the City.

B. It is understood that the hourly rates set forth elsewhere in this Agreement incorporate seven (7) of the fourteen (14) holidays previously received by bargaining unit employees.

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## **ARTICLE IX**

### **VACATIONS**

A. The vacation schedule shall be as follows, pro rated to the employees' work schedule based on 260 days per year.

1. Initial year of employment – one (1) working day for each month of paid service;
2. One (1) year to five years, inclusive – twelve (12) working days of vacation per year;
3. Six (6) years to seven (7) years, inclusive – thirteen (13) working days of vacation per year;
4. Eight (8) years to nine (9) years, inclusive – fourteen (14) working days of vacation per year;
5. Ten (10) years – fifteen (15) working days of vacation per year;
6. Eleven (11) years to twelve (12) years, inclusive – sixteen (16) working days of vacation per year;
7. Thirteen (13) years to fourteen (14) years, inclusive – seventeen (17) working days of vacation per year;
8. Fifteen (15) years – eighteen (18) working days of vacation per year;
9. Sixteen (16) years to eighteen (18) years, inclusive – nineteen (19) working days per year;

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10. Nineteen (19) years – twenty (20) working days of vacation per year;

11. Twenty (20) years and over – one (1) additional working day of vacation shall be added for each additional year of service.

12. Effective January 1, 1995, employees with twenty (20) or more years of service shall be able to add one (1) additional working day of vacation for each additional year of service up to twenty-five (25) years. Any employee who has in excess of twenty-five (25) years of service shall be allowed to continue to take the amount of days to which he/she was entitled in 1994 and which shall be capped at that amount.

B. Vacations shall be taken at such times and for such terms as the responsible department head shall determine is in the best interest of the city.

C. All vacation time earned should be taken within each calendar year when possible, but employees shall be entitled to carry forward unused vacation time for a period of one year.

D. Employees hired after July 1, 2004 shall receive a vacation leave up to a maximum of twenty (20) days (Step 10).

E. Employees who separate from employment with the City on or before June 30 in any calendar year will receive vacation on a pro-rated basis for that calendar year. Employees who separate from employment on or after July 1 of any calendar year will receive the full annual allotment of vacation.

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## ARTICLE X

### INSURANCE

#### A. Health Benefits:

1. All employees hired on or prior to July 1, 2004 scheduled to work twenty (20) or more hours per week and eligible members of their immediate families, shall be covered by the following health benefit plans currently in effect, the premiums of which shall be paid by the City: medical/surgical plan, dental plan, vision plan and prescription plan.

2. Employees scheduled to work 20 hours per week who were hired after July 1, 2004 shall be entitled to paid coverage for dependents on the fourth anniversary date with the City. The employee retains the option to pay for the coverage during their first three (3) years of employment at the City's premium cost.

3. From July 1, 2006 through and including the last day of the month during which this agreement is ratified, the prescription drug program shall require a ten (\$10.00) dollar co-payment for brand name drugs per prescription and a zero (\$0.00) as payment for generic drugs per prescription with no dollar cap. Commencing on the first day of the month following ratification of this successor agreement the prescription plan shall include a twenty (\$20.00) dollar co-payment for brand name drugs and a five (\$5.00) dollar co-payment for generic drugs per prescription whether acquired retail or by mail order, with no dollar cap.

#### B. Health Benefits for Retirees

1. Excluding the Dental Insurance Care, Prescription Plan and Vision Plan mentioned above in Section A, the City agrees to pay the premiums for such health

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benefit insurance as shall be in effect at the time of retirement for all retired employees who have completed on retirement twenty-five (25) years of service to the Public Employee Retirement System, including the employees who retired on disability pensions based on fewer years of service granted in such retirement systems.

2. It is further understood that the premium to be paid shall include the employee's spouse.

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**ARTICLE XI**

**SALARIES**

A. 1. Employees shall be entitled to the following hourly wage rates:

<u>Effective</u>	<u>EMT</u>	<u>Senior EMT</u>
July 1, 2006	\$14.11	\$15.08
July 1, 2007	\$14.53	\$15.53
July 1, 2008	\$14.97	\$16.00
July 1, 2009	\$15.42	\$16.48
July 1, 2010	\$15.88	\$16.97

2. To be entitled to retroactivity under this Agreement an employee must be on the payroll as of the date of execution of this Agreement.

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## ARTICLE XII

### SICK LEAVE

A. Employees with less than one (1) year of employment shall be entitled to one (1) paid sick leave day for each month worked for the first calendar year of employment.

B. Employees shall be entitled to fifteen (15) paid sick leave days at the beginning of the first full year following the year of initial employment. Such sick leave will be pro-rated if the employee is separated from employment for any reason during the calendar year.

C. All sick leave entitlements set forth in this Article shall be prorated to the employee's work scheduling.

D. Unused sick leave days shall be accumulated from year to year without maximum limitation.

E. Reporting Sick Leave:

1. If an employee is absent for reasons that entitled him to sick leave; his supervisor or the dispatcher shall be notified at least one (1) hour prior to the employee's starting time. Failure to so notify his supervisor may be cause to deny use of sick leave for that absence and may result in disciplinary action.

2. An employee on sick leave must provide said notice each day he or she is on sick leave; except in cases where the employee submits a Doctor's certificate setting forth the period of time the employee will be absent from work. An employee may call later on the same day to advise if he/she will be out sick the following day.

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F. Absence without notice for five (5) consecutive days shall constitute a resignation.

G. An employee who has been absent on sick leave for three (3) or more consecutive work days or for a period totaling more than ten (10) days in any one calendar year, is required to furnish a certificate, signed by a licensed physician, to the effect that the employee was not physically able to perform any duty connected with the employee's job. Such certificate also may be required for single day absences for employees have records of repeated absences, particularly when sick leave is taken on Mondays and Fridays and days immediately before or after vacation leave.

H. 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.

I. The City may require an employee on sick leave to submit to examination by a physician designated by the City, and whenever such physician shall report in writing that the employee is fit for duty, sick leave shall terminate. Such examination will be paid for by the City of Passaic.

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**ARTICLE XIII**

**WORK RELATED INJURY**

A. A full-time employee who is temporarily disabled through injury as a result of his employment may be allowed special leave with pay for a period of up to one year commencing with the date of injury, upon request of the Department Director, the recommendation of the Business Administrator and the approval of the Appointing Authority. The Business Administrator may make such recommendation only after the presentation of satisfactory evidence of the nature of the disability and of its severity and duration, and after considering factors showing good reasons for the granting of such special leave, including among other things, the length of service of the employee, the employee's performance on the job, and the absence of any continued prior abuse of sick leave on the part of the employee. The decision to recommend and grant such leave shall be in the sole discretion of the City.

B. Determination of the medical facts involved, including the issue of disability, the extent and duration of disability and whether the disability is work connected shall be made by a physician chosen by the City. Physical examinations may be made periodically, and as often as the physicians shall determine as being required.

C. The special leave provided for herein shall not affect any sick leave accumulated by the employee receiving the special leave.

D. Any wages to which an employee may be entitled pursuant to this Article shall be reduced by the amount of any Worker's Compensation award made for temporary disability because of the injury requiring such leave.

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E. Neither this Article nor the consideration of or granting of any special leave hereunder shall restrict the City from requesting at any time that the employee involved be retired for permanent disability pursuant to the applicable provision of any Pension or Retirement Statute.

F. The employee shall immediately notify his supervisor of any on-job injury.

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**ARTICLE XIV**

**OVERTIME**

A. Any employee in this unit who is required to work in excess of forty (40) hours in any week shall receive one and one half (1 ½) times their hourly rate of pay for all such hours worked.

B. Compensatory time off in lieu of cash shall not be permitted.

C. Overtime will be offered within the needed category to those already working. If insufficient people volunteer, than the employer shall call on off duty personnel in the order of their seniority, from highest to lowest, at each new opportunity, for overtime the first person called shall be the next lowest senior person from the prior use of the list. Any employee may opt out of participation in the rotational list.

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**ARTICLE XV**

**WORK SCHEDULES**

A. The employer has the discretion to set work schedules in the best interest of the City.

B. Employees will be provided with the work schedule twenty-eight (28) days in advance.

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**ARTICLE XVI**

**PERSONAL DAYS**

A. Employees who work forty (40) hours per week shall be entitled to a maximum of two (2) days leave with pay for personal business. Such days shall not be carried over into the succeeding year or years. Payment for unused days shall not be permitted.

B. Employees must notify the City of their request for use of a personal day twenty-four (24) hours in advance except in the case of an emergency, and the request will not be unreasonably denied.

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**ARTICLE XVII**

**BEREAVEMENT LEAVE**

A. In the event of a death in the immediate family of an employee who works a forty hour per week schedule, the employee shall be granted time off without loss of pay, but in no event to exceed five (5) consecutive working days, one (1) of which shall be the day of death or day of funeral.

B. The term "member of the immediate family" utilized herein shall mean father, mother, spouse, child and foster-child.

C. Employee may utilize three (3) working days of bereavement leave for the death of a sister, brother, grandparents, or grandchildren of the employee.

D. Employee may utilize one (1) working day of bereavement leave for the death of parents-in-law, brother or sister-in-law.

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**ARTICLE XVIII**

**JURY DUTY**

All employees covered by this Agreement shall be entitled to jury duty leave pursuant to applicable statute.

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**ARTICLE XIX**

**UNIFORM ALLOWANCE**

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A. Effective November 1, 2007 each member of the Unit shall receive an annual allowance of Three Hundred Dollars (\$300.00) for the purchase and maintenance of their uniforms. Effective November 1, 2008 the allowance shall be increased to Three Hundred Twenty-Five Dollars (\$325.00).

B. In addition to the allowance set forth in paragraph A, upon ratification of this Agreement by both parties, current employees will be provided with a three season jacket. New hires will receive such a jacket upon initial hire.

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**ARTICLE XX**

**PERSONNEL FILES**

A. Personnel Files

1. With reasonable advance notice, an employee may review his personnel file in the Personnel Office with the Personnel Officer.

2. During the review, an employee may exercise his right to copy his file.

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*5/13/08*

**ARTICLE XXI**

**SUITS AGAINST EMPLOYEES**

A. Whenever any legal proceeding is commenced against any employee for any act or omission arising out of and in the course of their duties, and the City is not the plaintiff or a charging party, the City will provide legal counsel of its choice for such employee or will, at the City's option, pay reasonable attorneys' fees for the employee's defense, provided that such proceeding is thereafter dismissed or results in a final disposition for the employee.

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**ARTICLE XXII**

**SAVINGS CLAUSE**

A. In the event any provision of this Agreement shall be deemed or declared invalid, illegal, unenforceable, unconstitutional or against the public policy of the State of New Jersey, same shall not invalidate the entire Agreement, but all other clauses and provisions remaining valid shall nevertheless continue in full force and effect.

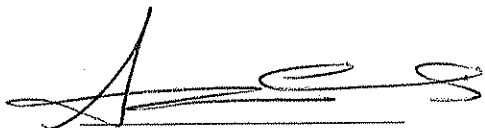
  
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ARTICLE XXIII

EXECUTION OF AGREEMENT

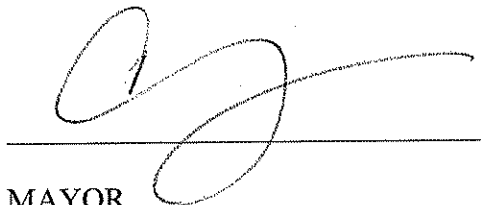
IN WITNESS WHEREOF, the parties have hereto interchangeably set their hands and seals or caused these presents to be signed by their proper officers and caused their proper seals to be hereto affixed, on this 24<sup>th</sup> day of June, 2008.

ATTEST:



CITY CLERK

CITY OF PASSAIC:



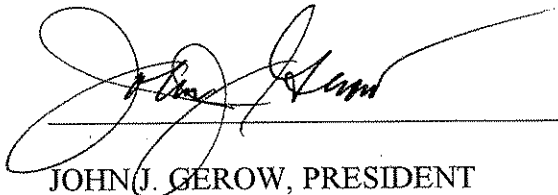
MAYOR

ATTEST:

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WITNESS

TEAMSTERS LOCAL 97



JOHN J. GEROW, PRESIDENT



5-15-08

GEORGE BURR, BUSINESS AGENT