

Contract # 1910



COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN THE

CITY OF ELIZABETH

AND THE

POLICE MECHANICS AND ELECTRICIANS ASSOCIATION

January 1, 1993 through June 30, 1994

Prepared by:

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ARTICLE I

RECOGNITION

The City of Elizabeth hereby recognizes the Police Mechanics and Electricians Association (Union) as the sole and exclusive representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all mechanics and police signal system repairers employed in the Police Department, City of Elizabeth; excluding confidential employees, all supervisory employees within the meaning of the New Jersey Employer-Employee Relations Act, signal superintendent, assistant signal superintendent, supervisor of motors, assistant supervisor of motors, managerial employees, professional employees, craft employees, police and fire employees, and all other employees employed by the City.

ARTICLE II

SALARIES

A. Effective April 1, 1993, base salaries for police signal system repairers shall increase by 5% and shall be as follows:

Police Signal System Repairers

1st Year of Employment	\$34,401
2nd Year of Employment	\$36,014
3rd Year of Employment	\$37,627
4th Year of Employment	\$39,244
5th Year of Employment and thereafter.	\$40,857

B. Effective July 1, 1993, base salaries for mechanics shall increase by 5% and shall be as follows:

Mechanics

1st Year of Employment	\$26,013
2nd Year of Employment	\$26,328
3rd Year of Employment	\$26,643
4th Year of Employment	\$26,958
5th Year of Employment	\$27,273
6th Year of Employment and thereafter.	\$27,588

ARTICLE III

HOLIDAYS

A. An employee not required to work shall nevertheless receive wages, based upon eight (8) hours straight time hourly rate of pay, for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

provided that he/she shall have served his/her probationary period and is on the job and available for work his/her last full scheduled work day before and his/her first full scheduled work day after the holiday, even though in different work weeks, except in case of proven illness or injury.

B. If any of the above holidays falls on a Saturday, the Friday before shall be considered as the holiday. If any of the above holidays falls on a Sunday, the Monday following shall be considered the holiday.

C. If any of the above holidays falls within an employee's vacation period, the employee shall not be charged a vacation day for said holiday.

D. Unworked holiday time shall not be counted for purposes of computing overtime.

E. If an employee is required to work on a holiday, the employee shall be compensated at the rate of time and one-half for each hour worked on said holiday or, at the employee's option and with the approval of the Police Director, shall receive compensatory time off at the rate of one and one-half hours' off for each hour worked. Time and one-half shall be compensated based on the employee's regular rate of pay. Said compensatory day shall be utilized within three (3) months of the date it is earned, subject to the City's manpower needs. Use of said compensatory days shall be approved in advance by the City. The employee shall request to use a compensatory day a minimum of three (3) working days in advance, except in cases of emergency.

ARTICLE IV

PERSONAL DAYS

A. After one (1) year of service computed from the 1st day of hire, full-time employees may be granted one (1) personal day during each year of this contract for any of the following reasons:

1. Religious observance.
2. Death of blood relative not listed as an "immediate family" member in the funeral leave Article of this contract.
3. 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.

B. Personal days shall not accumulate.

ARTICLE V

VACATIONS

A. Effective January 1, 1993, the employees covered by this Agreement shall be entitled to annual vacation leave with pay according to the following schedule:

- Less than one year of service. 8 hours per month worked (first three months - earned but cannot spend)
- 1 year to completion of 5 yrs. 120 hours
- 6 years to completion of 15 yrs. 160 hours
- 16 years and thereafter. 200 hours

B. In the calendar year in which the employee completes twenty-five (25) years of continuous service, the employee shall receive forty (40) extra hours of vacation for that calendar year only.

C. Vacations shall begin following the employee's regular days off. Exceptions may be granted in extraordinary circumstances.

D. Vacation time must be used in the calendar year that it is earned. Vacation not used in the calendar year in which it is earned due to business necessity shall be used during the next succeeding year only.

E. The vacation period shall be the calendar year.

F. Any employee who retires and who is entitled to vacation leave at the time of retirement shall receive payment for earned vacation accumulated and not taken prior to the date of retirement. In the event that an employee is entitled to vacation leave at the

time of his or her death, his or her widow or estate shall receive payment for the earned unused vacation pay on the same basis as an employee who is retiring.

Employees shall be entitled to annual vacation leave with pay

according to the following schedule:

Less than one year of service 10 days
One to two years of service 15 days
Three to five years of service 20 days
Six to ten years of service 25 days
More than ten years of service 30 days

1 year or completion of 2 yrs 100 hours
2 years or completion of 3 yrs 150 hours
3 years or completion of 4 yrs 200 hours
4 years or completion of 5 yrs 250 hours
5 years or completion of 6 yrs 300 hours

A. In the calendar year in which the employee completes twenty-five (25) years of continuous service, the employee shall receive forty (40) extra hours of vacation for that calendar year only.

B. Vacations shall begin following the employee's regular day off. Employees may be granted an extraordinary circumstance.

C. Vacation time must be used in the calendar year that it is earned. Vacation not used in the calendar year in which it is earned can be substituted hereafter only during the next consecutive year only.

D. The vacation period shall be the calendar year. Employees who retire and are entitled to vacation leave at the time of retirement shall receive payment for earned vacation accumulated and not taken prior to the date of retirement. In the event that an employee is entitled to vacation leave at the

ARTICLE VI

LEAVE WITHOUT PAY

A. Any 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.

B. Leaves may be granted or denied at the discretion of the Director. Not more than two (2) employees may be on such leave at any one time, except at the discretion of the Director.

C. Extensions of unpaid leaves may be granted, provided that the employee requests an extension from the Director at least two (2) weeks prior to the date on which the leave would otherwise terminate.

D. Employees covered by this collective negotiations agreement are entitled to family leave under the federal and New Jersey Family Leave Acts. Such family leave shall be unpaid, and shall be granted in accordance with the federal and New Jersey Family Leave Acts.

E. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge.

F. Leaves shall be granted or denied in writing.

ARTICLE VII

INSURANCE

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

B. The City acknowledges that the rules and regulations of the State Health Benefits Commission:

(a) apply to all eligible present and future pensioners of the employer, and their dependents.

(b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.

(c) provide for local employer reimbursement of federal Medicare premiums for eligible pensioners and/or their spouses as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.

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

C. 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, 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.

D. All employees covered by this Agreement and eligible members of their families will be covered by a prescription drug plan. The premiums will be paid by the City.

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

F. All employees covered by this Agreement and eligible members of their families will be covered by a dental plan. The premiums will be paid by the City.

ARTICLE VIII

FUNERAL LEAVE

A. A permanent, full-time employee who is excused from work because of death in his/her immediate family, as defined below, shall be paid his/her regular rate of pay for the regularly scheduled working hours missed during the first seventy-two (72) hours following the death. "Immediate family" is defined to mean parents, children, spouse, brother or sister, sister-in-law, brother-in-law, father-in-law and mother-in-law, as well as grandfather, grandmother or grandchildren of employee or spouse. This provision also applies for any other relative who resides with the employee.

B. One (1) working day shall be allowed in the event of the death of an aunt or uncle.

C. Special and other cases will be referred to the Director.

D. Leave with pay as provided for in this Article is intended to be used for the purpose of handling necessary arrangements, and of attending the funeral of the deceased member of the immediate family. If the employee does not attend the funeral of the deceased, the pay allowance as provided in this Article will not be allowed. The City reserves the right to obtain verification of proper use of funeral leave from the employee. Funeral leave shall not be accumulated or deferred.

ARTICLE IX

LONGEVITY

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

B. The scale of longevity pay shall be as follows:

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

ARTICLE X

JURY DUTY

A. An employee who is called to jury duty shall immediately notify his/her supervisor.

B. An employee who is excused from jury duty service on any day shall report for work on such day.

C. The City retains the right to request that the employee be excused from jury duty because he/she is required on the job.

ARTICLE XI

SICK LEAVE

Sick leave shall be allowed as provided for in the statutes, rules and regulations of the New Jersey Department of Personnel, specifically, N.J.S.A. 11A:6-5 and N.J.A.C. 4A:6-1.3. Employees shall receive one sick day per month during their first calendar year of service and 15 sick days in every year thereafter. Unused sick leave shall accumulate without limit.

ARTICLE XII

CLOTHING ALLOWANCE

1. Electricians covered by this Agreement will receive \$400.00 per year as a clothing allowance. The clothing allowance will be paid the second pay period in April.

2. The City shall continue to supply work uniforms to mechanics as in the past.

3. Employees shall be responsible for the proper maintenance of all clothing purchased. Clothing shall not be used by the employees except while on duty. If an employee's clothing or equipment is judged to be in need of replacement, the employee shall be obligated to replace it.

ARTICLE XIII

MANAGEMENT RIGHTS

A. The Union and the City agree that the provisions of this Agreement are limited to wages and working conditions of the employees covered, and that no provision of this Agreement shall be construed or interpreted to restrain the City's full and absolute right to operate, control and manage its operations and to determine the manner and means of providing services.

B. The following subjects are within the managerial rights of the City and shall not at any time be subject to negotiation or review under the grievance and arbitration procedure contained in this Agreement.

1. The right to determine the size of the work force, and the number of men assigned to a truck or other equipment on duty.

2. The right to promote, transfer, demote, reassign, and lay off employees.

3. The right to determine work standards; to determine, establish, modify and eliminate means and methods of operations; to implement improvements or changes in technology; to utilize new equipment; and, to control the quality of services.

4. The right to subcontract all work or any portion of the work, to any person or persons, regardless whether they are employees of the City. In the event the City should consider subcontracting its entire police mechanic/electrician operation for

economic reasons, the City shall meet and confer with the Association.

5. The right to determine when and whether to fill job vacancies.

6. The right to evaluate jobs, to establish new positions, to modify or combine existing positions, and to reassign duties from job to job, regardless whether such duties are reassigned within or outside of the bargaining unit represented by the Union.

7. The right to create, abolish, and amend work shifts, and to assign employees to work shifts as deemed necessary or appropriate by the City.

8. The right to determine and establish unilaterally the hours of work for employees, not to exceed forty hours per calendar week, and the days of work for employees.

9. The right to require overtime work, and to assign overtime work to such employees as the City considers qualified for the particular tasks to be performed.

10. The right to evaluate the work performance of employees at such time and in such manner as deemed appropriate by the City.

11. The right unilaterally to adopt, implement and apply work rules pertaining to sick leave abuse, excessive absenteeism, tardiness and verification of sick leave.

C. The City retains the right to implement, repeal and amend reasonable work rules without the need to negotiate such rules with

the Union or to obtain agreement concerning such rules from the Union, provided that the City shall adopt no rule which conflicts with any provision of this Agreement.

between the parties over the interpretation, application or violation of this Agreement. In the event of any such grievance,

adjudication shall be sought in accordance with this Article.
B. A grievance shall be submitted in writing to the employee's immediate supervisor within seven (7) calendar days following the occurrence of the grievance. The grievance shall thereupon be discussed at a meeting consisting of the employee involved, the Union representative, and the supervisor or his designee. The meeting shall be conducted within fourteen (14) calendar days from the date the grievance is submitted unless the Union and the supervisor agree to conduct the meeting at a later date.

C. In the event a grievance is not settled within three (3) calendar days after the date of the grievance meeting described in Section B above, the grievance may be submitted to the office of the Business Administrator within seven (7) calendar days of its disposition at the prior step. The grievance shall thereupon be discussed at a meeting consisting of the Union representative and the City Business Administrator or his/her designee. The meeting shall be conducted within ten (10) calendar days from the date the grievance is submitted unless a later date is mutually agreed upon.

D. Within an additional five (5) calendar days after the meeting set forth in Section C above, either party may submit the

ARTICLE XIV

GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of this Agreement. In the event of any such grievance, adjustment shall be sought in accordance with this Article.

B. A grievance shall be submitted in writing to the employee's immediate supervisor within seven (7) calendar days following the occurrence of the grievance. The grievance shall thereupon be discussed at a meeting consisting of the employee involved, the Union representative, and the supervisor or his designee. The meeting shall be conducted within fourteen (14) calendar days from the date the grievance is submitted unless the Union and the supervisor agree to conduct the meeting at a later date.

C. In the event a grievance is not settled within three (3) calendar days after the date of the grievance meeting described in Section B, above, the grievance may be submitted to the office of the Business Administrator within seven (7) calendar days of its disposition at the prior step. The grievance shall thereupon be discussed at a meeting consisting of the Union representative and the City Business Administrator or his/her designee. The meeting shall be conducted within ten (10) calendar days from the date the grievance is submitted unless a later date is mutually agreed upon.

D. Within an additional five (5) calendar days after the meeting set forth in Section C, above, either party may submit the

matter for final and binding arbitration to the Public Employment Relations Commission, unless the parties agree to submit the arbitration to some other body or agency.

1. The arbitrator's fees shall be borne equally by the City and the Union. All other expenses shall be borne by the party incurring same.

2. The decision of the arbitrator shall be final and binding upon the parties and upon the grievant. The arbitrator shall not add to, subtract from, or alter this Agreement in any way. Nor shall the arbitrator render a decision on a matter not covered by the Agreement.

3. Only the Employer and the Union, and not the individual grievant, shall have the right to request arbitration.

E. The failure of a grievant or the Union to file a grievance or to process the grievance within the time periods contained in this Article shall constitute an absolute waiver of the grievance and shall deprive the arbitrator of jurisdiction to hear the grievance. The failure of the City to answer a grievance shall be deemed a denial of the grievance on all applicable grounds.

F. An employee shall perform all duties as instructed even though he or she may feel aggrieved. During the pendency of the grievance, the employee(s) affected by the grievance shall continue to comply with all work directives, except where compliance would pose a direct threat to the life and safety of the employee(s).

G. It is understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit, and it is further understood and agreed that the Union and its designated representatives have the authority to settle any grievance at any step.

H. Employer Grievances. Any grievance which the City may have against the Union shall be reduced to writing and submitted to the Union. Representatives of the parties shall meet within fourteen (14) calendar days from the date the grievance is submitted, unless a later date is agreed to. If the grievance is not resolved, the City may submit the dispute to arbitration as provided for in this Article.

ARTICLE XV

DISCHARGE, DISCIPLINE OR SUSPENSION

A. The City shall have the right to maintain discipline and the efficiency of its operations. The City shall have the right to discharge, suspend or discipline any employee for just cause.

B. The following infractions shall constitute grounds for immediate discharge:

1. Possession of, reporting to work under, being under the influence of, or using drugs or controlled dangerous substances at anytime on or off City premises while on duty.
2. Possession of, reporting to work under, being under the influence of, or using intoxicants on or off City property while on duty.
3. Theft of funds or property belonging to the City, to a fellow employee, or to any other person.
4. Theft of time or other dishonesty pertaining to work.
5. Insubordination.
6. Excessive absenteeism or pattern absenteeism.
7. Deliberate abuse of or damage to equipment, materials or property of the City or others.
8. Carelessness or endangering the safety of oneself or others.
9. Disorderly conduct.
10. Discourteous treatment of fellow employees or members of the public.
11. Assaulting a fellow employee, supervisor or representative of management, or any other person.
12. Falsification of City records, including, but not limited to, employment applications and time cards.
13. Engaging in conduct constituting an unlawful strike, work stoppage, or other unprotected job action.

14. Leaving assigned duty without permission.
15. Unauthorized possession of firearms or weapons.
16. Misrepresentation when applying for sick leave, leave of absence or other time off.
17. Bypassing the grievance procedure provided herein and resorting to self-help methods in violation of this Agreement, or in disobedience of a supervisor's direction.
18. Accepting other employment while on a leave of absence.
19. Incompetence or inefficiency.
20. Disregard of established workplace procedures.
21. Punching the time card of another employee, or requesting or having another person punch one's time card.
22. Failure to perform assigned work.
23. Utilizing City vehicles for unauthorized purposes.
24. Permitting unauthorized individuals to use City vehicles or other City property.
25. Possession of paraphernalia used in connection with controlled dangerous substances on City premises.
26. Violation of any work rule pertaining to safety, or endangering the health and safety of others.
27. Fighting, threatening, horseplay or disrupting the work of others.
28. Sleeping, reading, doing personal work or attending to personal business during working time, except as permitted by the City.
29. Repeated unexcused absences.
30. Neglect of duty, negligence or carelessness in performance of one's job duties or in the care of property entrusted to one's care including, but not limited to, the care of vehicles placed on City premises.

31. Any action of a nature comparable to those enumerated above.

C. For any cause not enumerated in Section B, above, the City shall take such disciplinary action as it deems appropriate under the circumstances of the case, up to and including discharge.

D. Notwithstanding the foregoing, any employee holding provisional, temporary or seasonal status under Civil Service law may be terminated at the will of the City. Such terminations shall not be subject to review under the contractual grievance and arbitration procedure.

ARTICLE XVI

WORK WEEK

A. Without guaranteeing any hours of work, it is agreed that the normal work week for unit employees shall be a maximum of forty (40) hours per calendar week. The City shall have the right to designate the number of hours of work per calendar day, and the number of days of work per calendar week, provided that the total hours of work per calendar week shall not exceed forty (40).

B. The City shall have the discretion to establish work schedules for employees.

ARTICLE XVII

OVERTIME

A. When an employee works in excess of forty (40) hours in a calendar week, the employee shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay for such hours worked in excess of forty. Only hours actually worked shall be considered in determining entitlement to overtime pay.

B. Effective and retroactive only to July 1, 1993, if an employee completes his or her regular work day, leaves the premises, and is called back to work, he or she shall be guaranteed not less than four (4) hours of work, or pay in lieu thereof. The four (4) hours shall be paid at straight time rates, subject to Section A, above. If the call-back assignment extends for more than four (4) continuous hours, such additional time in excess of four (4) continuous hours shall be paid at one and one-half times the regular rate of pay.

C. There shall be no pyramiding of overtime or premium rates.

ARTICLE XVIII

ANTI-DISCRIMINATION

A. There shall be no discrimination by either the City or the Union against any employee because of his or her race, color, age, religion, creed, national origin, sex, sexual orientation, perceived sexual orientation, disability, perceived disability, affectation, or political activity.

B. The City agrees not to interfere with the right of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City, or by the City's representatives, against any employee because of Union membership. The Union agrees not to interfere with the right of employees not to become members of the Union. There will be no discrimination, interference, restraint or coercion by the Union or its representatives against any employee because of nonmembership in the Union.

ARTICLE XIX

UNION BUSINESS LEAVE

Meetings between representatives of the City and of the Union for contract negotiation or the handling of grievances as prescribed herein shall be scheduled by mutual agreement between the City and the Union.

ARTICLE XX

BULLETIN BOARDS

The Union shall have the use of a bulletin board for the posting of notices relating to meetings and official business of the Union. No notice shall be posted until it has been submitted to the City.

ARTICLE XXI

NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise, and further agrees that the Union will, within twenty-four (24) hours of a request by the City, do everything in its power to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, including but not limited to publicly disavowing such action, ordering all such members who participate in such activity to cease and desist from same immediately and return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order. In cases of any activity described herein, the City may impose disciplinary measures, or discharge the employees directly or indirectly involved. In consideration of the foregoing, the City agrees not to lock out, or cause to be locked out, any employee covered under the provisions of this Agreement.

ARTICLE XXII

MISCELLANEOUS

A. This Agreement constitutes the sole and exclusive source of employee wages and benefits, and all employee benefits not expressly enumerated herein shall become null and void as of the effective date of this Agreement and shall be discontinued.

B. Every clause and provision of this Agreement shall be deemed separate, independent of and severable from every other clause or provision of this Agreement. In the event any clause or provision of this Agreement is deemed by any Court or administrative agency to be illegal or unlawful, said clause or provision shall be deemed null and void to the extent of such illegality or unlawfulness, but every other clause or provision shall remain in full force and effect.

ARTICLE XXIII

REPRESENTATION FEE

A. Upon request of the Association, the City shall deduct a representation fee from the wages of each employee who is not a member of the Association. These deductions shall commence thirty (30) days after such an employee begins employment in the bargaining unit, or ten (10) days after such an employee reenters employment in the bargaining unit.

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

C. The Association agrees to indemnify and hold the City harmless from any liability, cause of action, or claims of loss arising as a result of the representation fee deductions provided for in this Article.

D. The City shall remit the representation fee amounts deducted to the Association monthly, on or before the fifteenth (15th) of the month following the month in which said deductions were made.

E. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 and 5.6, and membership in the Association shall be available to all employees in the bargaining unit on an equal basis at all times. In the event the Association fails to maintain a demand and return

system, or fails to make membership available to all employees in the bargaining unit on an equal basis, the City shall immediately cease making representation fee deductions.

A. Upon request of the Association, the City shall deduct a representation fee from the wages of each employee who is not a member of the Association. When deductions shall commence thirty (30) days after such an employee begins employment in the bargaining unit, or ten (10) days after such an employee returns employment in the bargaining unit.

B. The amount of said representation fee shall be certified to the City by the Association, and shall not exceed 8% of the regular membership dues, fees and assessments charged by the Association to its own members.

C. The Association agrees to indemnify and hold the City harmless from any liability, cause of action, or claims of loss arising as a result of the representation fee deductions provided for in this Article.

D. The City shall remit the representation fee amounts deducted to the Association monthly, on or before the fifteenth (15th) of the month following the month in which said deductions were made.

E. The Association shall establish and maintain at all times a demand and return system as provided by N.L.R.B. 3413A-5.5 and 3413A-5.6, and membership in the Association shall be available to all employees in the bargaining unit on an equal basis at all times. In the event the Association fails to maintain a demand and return

ARTICLE XXIV

ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the City, and in no case shall any such agreement, alteration, understanding, variation, waiver or modification be binding upon the parties unless it is made and executed between the parties in writing.

ARTICLE XXV

APPROPRIATION OF FUNDS

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

ARTICLE XXVI

TERM OF AGREEMENT

A. This Agreement shall be in full force and effect from January 1, 1993 through and including June 30, 1994. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he/she must notify the other party in writing not less than sixty (60) days prior to such expiration date.

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

IN WITNESS WHEREOF, the parties have caused their names to be signed this 10th day of January, 1994.

THE CITY OF ELIZABETH, NEW JERSEY

By: [Signature]
J. CHRISTIAN BOLLWAGE, MAYOR

ELIZABETH MECHANICS AND ELECTRICIANS ASSOCIATION

By: [Signature] 1-10-94
HARRY EINHORN

By: _____
JEFFREY SCOFIELD

Attest:

[Signature]
Anthony R. Pillo
City Clerk

CITY OF ELIZABETH

APPROVED AS TO FORM
WRH
PHYSICAL CONDITIONS
TERMS & CONDITIONS
M.P.R.
DESCRIPTION

ELIZPOLM.COM

MEMORANDUM
CONFIDENTIAL

A. This agreement shall be in full force and effect from January 1, 1953 through and including June 30, 1954. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he/she must notify the other party in writing not less than sixty (60) days prior to such expiration date.

B. The agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party notifies the other with written notice of termination by registered mail, in which event, the agreement shall terminate (a) 30 days following receipt of such notice.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 15 day of January, 1953.

[Signature]
[Title]
[Organization]

[Signature]
[Title]
[Organization]

[Signature]
[Title]
[Organization]

Stamp: RECEIVED
FEB 10 1953
U.S. DEPARTMENT OF LABOR