

A G R E E M E N T

BETWEEN

Elizabeth, City of  
CITY OF ELIZABETH, NEW JERSEY

AND

EMERGENCY MEDICAL SERVICE ASSOCIATION

(Union Council # 8 NJ Civil  
Service Association)

TERM: X APRIL 1, 1986 through MARCH 31, 1988

## TABLE OF CONTENTS

### EMERGENCY MEDICAL SERVICE ASSOCIATION

ARTICLE		PAGES
I	RECOGNITION	2
II	ASSOCIATION SECURITY (MAINT. OF MEMBERSHIP)	3 - 4
III	ASSOCIATION SECURITY	5
IV	BULLETIN BOARD	6
V	ASSOCIATION BUSINESS LEAVE	7
VI	GRIEVANCE PROCEDURE AND ARBITRATION	8 - 9 - 10
VII	REQUEST FOR CHANGE OF SHIFT	11
VIII	HOURS OF WORK	12
IX	MANAGEMENT RESPONSIBILITY	13
X	ACCESS	14
XI	LONGEVITY	15
XII	SENIORITY	16
XIII	HOLIDAYS	17
XIV	PERSONAL DAY	18
XV	VACATIONS	19 - 20
XVI	OVERTIME	21
XVII	LEAVE WITHOUT PAY	22
XVIII	DISCIPLINE AND DISCHARGE	23
XIX	INSURANCE	24 - 25
XX	RULES AND REGULATIONS	26

## TABLE OF CONTENTS

### EMERGENCY MEDICAL SERVICE ASSOCIATION (Continued)

ARTICLE		PAGES
XXI	SICK LEAVE	27 - 28
XXII	ANNUAL MEDICAL EXAMINATIONS	29
XXIII	MILITARY LEAVE	30
XXIV	FUNERAL LEAVE	31
XXV	MATERNITY LEAVE	32 - 33
XXVI	JURY DUTY	34
XXVII	BAN ON STRIKES	35
XXVIII	SAVINGS CLAUSE	36
XXIX	WAGES	37 - 38
XXX	ACTING SUPERVISORS	39
XXXI	UNIFORMS AND CLOTHING MAINTENANCE ALLOWANCE	40
XXXII	MISCELLANEOUS	41
XXXIII	EMBODIMENT OF AGREEMENT	42
XXXIV	APPROPRIATION OF FUNDS	43
XXXV	TERM OF AGREEMENT	44

AGREEMENT ENTERED Into this            day of            , 198 ,

by and

between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "CITY" and the EMERGENCY MEDICAL SERVICE ASSOCIATION, hereinafter referred to as the "ASSOCIATION", is designed to promote a harmonious relationship between the City, the Association and such of the City's employees as are represented by the Association.

ARTICLE I

RECOGNITION

1 The City hereby recognizes the Union Council No. 8, New Jersey Civil Service Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Emergency Medical Service employees, but excluding all foremen and supervisors, managers and department heads.

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

ARTICLE II

ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP)

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

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

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

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

ARTICLE II

ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP) (Continued)

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 assignees' last known address, the City and its officers and employees shall be released from all liability to the employees-assignors and to the assignees under such assignments.

If any provision of this Article is invalid under Federal or State Law it shall be re-negotiated for the purpose of adequate replacement.

**ARTICLE III**

**ASSOCIATION SECURITY**

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

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

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

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

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



**ARTICLE IV**

**BULLETIN BOARD**

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

**ARTICLE V**

**ASSOCIATION BUSINESS LEAVE**

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

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

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

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

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

ARTICLE VI

GRIEVANCE PROCEDURE AND ARBITRATION

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

Step 1: Between the aggrieved employee and his  
Immediate

superior. If no satisfactory agreement is  
reached within three (3) working days then

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

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

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

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

## ARTICLE VI

### GRIEVANCE PROCEDURE AND ARBITRATION (Continued)

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

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

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.

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 claims of violation of an allegedly implied or assumed

**ARTICLE VI**

**GRIEVANCE PROCEDURE AND ARBITRATION (CONTINUED)**

obligation; (d) would require an arbitrator to rule on, consider or decide a modification of negotiated rates of pay, or the level, title or other designation of an employee's job classification; (e) would require an arbitrator to consider, rule on, or decide the elements of a job assignment, or the right of management, to assign or re-assign work, provided such assignment or re-assignment does not conflict with provisions of this contract; (f) pertains in any way to the administration, interpretation of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period. Nothing contained herein, where arbitration is not obtainable, shall prevent or bar the Association or aggrieved employee from seeking redress through litigation in the courts.

ARTICLE VII

REQUEST FOR CHANGE OF SHIFT

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

ARTICLE VIII

HOURS OF WORK

1. It is agreed that the normal work week for unit employees performing Ambulance Service Bureau duties shall be an average of eighty (80) hours every two (2) weeks.

2. The two (2) shifts will be scheduled over the seven (7) day work week as follows:

1st shift from 8:00 a.m. to 8:00 p.m.

2nd shift from 8:00 p.m. to 8:00 a.m.

3. Present work schedules shall be maintained, subject to change by the Director or his designee.

Prior to any change in the present schedule being made, the officers of the Association will be consulted.

## ARTICLE IX

### MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Ambulance Service Bureau, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the City. Accordingly, the City retains the following rights, except as they may be specifically abridged in this Agreement, including but not limited to, selection and direction of the force, to hire, to suspend or discharge for just cause, to assign, promote, demote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty for reasons of economy as provided for in N.J.S.A. 11:22-10.1 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 selections, procurement, designing, engineering and control of equipment and materials, and to purchase services of others by contract or otherwise.

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

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



**ARTICLE X**

**ACCESS**

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

**ARTICLE XI**  
**LONGEVITY**

1. All permanent employees covered by this Agreement shall be entitled to be paid 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 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 shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively and will accordingly be computed on the new salary base.

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

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

3. All employees hired on or after January 1, 1988 shall not be eligible for longevity pay. This clause is contingent upon the unanimous acceptance by all bargaining units.

## ARTICLE XII

### SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the City, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to leave of absence or absence for bona fide illness or injury certified by a physician. Seniority shall be lost and employment terminated if any of the following occur:

1. Discharge
2. Resignation
3. Absence for five (5) consecutive working days without leave or notice
4. Absence for illness or injury or leave without pay for more than one (1) continuous year, unless extended by the City.

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

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

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

ARTICLE XIII

HOLIDAYS

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

ARTICLE XIV

PERSONAL DAY

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

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

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

ARTICLE XV

VACATIONS

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

1st year - 1 working day per month  
(1st three months earned but cannot spend)

BEGINNING	END	
2nd year	5th year	13 working days
6th year	10th year	15 working days
11th year	15th year	18 working days
16th year	20th year	20 working days
21st year	25th year	23 working days
after 25 years		26 working days

2. Vacations shall normally begin following the regular "days 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 a department, the same can be taken in the following year with the consent of the department head, but such accumulated vacation days may not be extended beyond the second year.

4. The vacation period shall be the calendar year from the 1st day of January to the 31st day of December. Vacations shall be scheduled by the director, giving preference to employee choice according to seniority, where practicable and where consistent with continued, efficient operation.

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

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

**ARTICLE XV**

**VACATIONS (CONTINUED)**

7. It is understood by the parties that the extra vacation day added to the schedule in paragraph 1, beginning with the 6th year, shall accrue in 1980, but shall not be used until 1981.

ARTICLE XVI

OVERTIME

When an employee works in excess of eight (8) hours in the work day, or over forty (40) hours during the (pay period) week, he shall be paid at the rate of one and one-half (1-1/2) times his base hourly rate for such hours worked.



## ARTICLE XVII

### LEAVE WITHOUT PAY

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

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

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

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 seniority. Grounds for summary discharge shall include, but not be limited to, drunkenness on the job, dishonesty, careless use or abuse of City property, insubordination, negligence in the performance of duties and incompetence. Said discharge or disciplinary action shall be in accordance with applicable Civil Service Statutes and Regulations.

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

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

## ARTICLE XIX

### INSURANCE

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

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

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

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

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

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

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

**ARTICLE XIX**

**INSURANCE (Continued)**

employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

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

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

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

## ARTICLE XX

### RULES AND REGULATIONS

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

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

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

## ARTICLE XXI

### SICK LEAVE

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

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.

Sick leave shall be as provided by in Civil Service Statutes, Rules and Regulations as follows: 4:1-17.18

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:

1. 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.

ARTICLE XXI

SICK LEAVE (Continued)

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

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

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

ARTICLE XXII

ANNUAL MEDICAL EXAMINATIONS

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

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

The scheduling of said examination shall be by the Director.

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

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

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



**ARTICLE XXIII**

**MILITARY LEAVE**

Military Leave shall be as provided by Federal, State, and/or Civil Service Rules and Regulations.

**ARTICLE XXIV**  
**FUNERAL LEAVE**

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

## ARTICLE XXV

### MATERNITY LEAVE

Upon request in writing to the appointing authority, 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 shall be with pay to the extent of accrued sick leave, otherwise, the time on leave shall be without pay. When an employee is informed by a physician that she is pregnant, the employee shall immediately inform her Director in writing of same. The Director, upon learning that an employee is pregnant, shall require a written statement from the treating physician attesting to the fact that said employee is physically capable of continuing employment and is able to perform all the duties of her position. The Director shall advise the treating physician of the employee's title and duties prior to the physician preparing the statement as referred to hereinabove.

Employees on maternity leave must return to work not more than thirty (30) days after birth or termination of pregnancy whichever occurs sooner, unless the employee submits a statement in writing from the treating physician stating the need for an extended leave and indicating the length of such extension.

ARTICLE XXV

MATERNITY LEAVE (Continued)

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

ARTICLE XXVI

JURY DUTY

1. An employee who is called to Jury Duty shall immediately notify his supervisor.
2. An employee who is excused from Jury Duty service on any day shall report for work on such day.
3. An employee shall not be required to report back for work on any day he 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 is required on the job.

**ARTICLE XXVII**

**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.

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

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

3. The Association shall not be held liable for unauthorized acts of unit employees.

**ARTICLE XXVIII**

**SAVINGS CLAUSE**

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

ARTICLE XXIX

WAGES

As of January 1, 1987, those covered employees eligible within the City's Salary Schedules shall receive one (1) Increment, however, no employee will be paid a base salary above the maximum of the range for his title.

As of January 1, 1988, those covered employees eligible within the City's Salary Schedule shall receive one (1) Increment, however, no employee will be paid a base salary above the maximum of the range for his title.

Effective April 1, 1986 regular full time employees covered by this Agreement shall receive a one-time range change of \$500.00.

Effective April 1, 1986 employees in Range 2-40 ASB shall receive a \$400 across the board increase in base wages.

Effective October 1, 1986 employees in Range 2-40 ASB will receive a \$400 across the board increase in base wages.

Effective April 1, 1987 employees in Range 2-40 ASB will receive a \$500 across the board increase in base wages.

Effective October 1, 1987 employees in Range 2-40 ASB will receive a \$300 across the board increase in base wages.



WAGE SCHEDULE

April 1, 1986

<u>TITLE</u>	<u>RANGE</u>	<u>MIN</u>	<u>MAX</u>	<u>INC</u>	<u>STEPS</u>
Emergency Medical Tech	2-40ASB	16,100	17,400	325	4

October 1, 1986

<u>TITLE</u>	<u>RANGE</u>	<u>MIN</u>	<u>MAX</u>	<u>INC</u>	<u>STEPS</u>
Emergency Medical Tech	2-40ASB	16,500	17,800	325	4

April 1, 1987

<u>TITLE</u>	<u>RANGE</u>	<u>MIN</u>	<u>MAX</u>	<u>INC</u>	<u>STEPS</u>
Emergency Medical Tech	2-40ASB	17,000	18,300	325	4

October 1, 1987

<u>TITLE</u>	<u>RANGE</u>	<u>MIN</u>	<u>MAX</u>	<u>INC</u>	<u>STEPS</u>
Emergency Medical Tech	2-40ASB	17,300	18,600	325	4

ARTICLE XXX

ACTING SUPERVISORS

A seniority list will be maintained for selection of those to work as acting supervisors on a temporary basis. Those who work in a higher title will, in addition to their regular compensation, receive five dollars (\$5.00) per shift.

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

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

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

ARTICLE XXXI

UNIFORMS AND CLOTHING MAINTENANCE ALLOWANCE

1. The City shall pay to each employee covered by this Agreement a clothing maintenance allowance of \$125.00. To qualify for payment, the employee must be actively employed as of April 1 of the year payment is to be made. Said payment will be made the second pay period of April, or as soon as possible thereafter.

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

The clothing that is lost or damaged because of the employees negligence shall be replaced at the employees expense.

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

**ARTICLE XXXII**

**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 to be supplied by the employee to whom the locker is assigned. Employees shall maintain the lockers in a clean and sanitary fashion, and shall not abuse or otherwise destroy the lockers which are provided (except normal wear and usage).

2. Adequate facilities at places where the persons in the unit report for work and remain available for work shall be provided at least as good as it is now being provided and shall be maintained by the City in an adequate fashion. However, the general sanitary and personal cleanliness aspects 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, etc. The Director has the final authority in all matters of this nature.

**ARTICLE XXXIII**

**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 XXXIV

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 XXXV

TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from April 1, 1986 through and including the 31st day of March, 1988. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of the expiration, he must notify the party in writing not less than sixty (60) days prior to such expiration date.

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

In witness whereof: The parties have caused their names to be signed on this 10<sup>TH</sup> day of MARCH 1987

CITY OF ELIZABETH, NEW JERSEY

BY: [Signature]

THOMAS G. DUNN, Mayor

DATE: 3/10/87

ATTEST:

[Signature]  
JOHN J. DWYER, City Clerk

DATE: \_\_\_\_\_

EMERGENCY MEDICAL SERVICE  
ASSOCIATION, CITY OF ELIZABETH

BY: [Signature]

DATE: 3-10-87, President

CITY OF  
ELIZABETH

APPROVED  
AS TO FORM

[Signature]

PHYSICAL  
CONDITIONS

TERMS &  
CONDITIONS

[Signature]  
DESCRIPTION

UNION COUNCIL #8 NEW JERSEY CIVIL  
SERVICE ASSOCIATION

BY: [Signature], Trustee

DATE: 3/10/87

rb