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*John (M. J.)*

*Elizabeth, city of and  
Emergency Medical Service Association*

THIS BOOK DOES  
NOT CIRCULATE

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1-1-75 - 12-31-76

AGREEMENT ENTERED INTO THIS 5<sup>th</sup> day of March, 1976, by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as "The City", or "The Employer", and the EMERGENCY MEDICAL SERVICE ASSOCIATION OF THE CITY OF ELIZABETH, hereinafter referred to as "The Association".

ARTICLE I  
RECOGNITION

1. The City hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Emergency Medical Technicians and Emergency Medical Technician Trainees, who are employed in the Emergency Medical Service of the City of Elizabeth, excluding all supervisors.

2. Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refers to all persons represented by the Association in the above-defined negotiating unit.

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 for one month or more during any payroll deduction period, there shall be no obligation on the part of the City of Elizabeth to collect funds from his salary 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 R.S. 52:14-15.9(e).

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail

ARTICLE II (Con't)  
ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP)

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 Law, or the laws of the State of New Jersey, said provisions shall be modified to comply with the requirements of Federal or State Law or shall be re-negotiated for the purpose of adequate replacement.

ARTICLE III  
BULLETIN BOARD

The Association shall have the use of a bulletin board at all Emergency Medical Service 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 IV  
ASSOCIATION BUSINESS LEAVE

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

2. 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, with the extent of the leave limited to three (3) days per 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 for a single day or part of a day, except as provided by the terms of this Agreement, that is not authorized by a specific grant or leave of absence under these provisions shall be deemed to be an absence without leave.

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

ARTICLE V  
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 Coordinator of the Emergency Medical Service. Should no acceptable agreement be reached within an additional 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, certified mail, not later than ten (10) calendar days after the Step 3 meeting, of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator within five (5) calendar days, the moving party may request the American Arbitration Association to designate the arbitrator in accordance with AAA 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

ARTICLE V (Con't)  
GRIEVANCE PROCEDURE AND ARBITRATION

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 obligation; (d) would require an arbitrator to rule on, consider or decide a modification of negotiated rates of pay, or the lever, 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 reassign work, provided such assignment or reassignment 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 VI  
HOURS OF WORK

1. It is agreed that the normal workweek for unit employees performing Emergency Medical Service duties shall be an average of forty (40) hours per week.

2. The three (3) shifts will be scheduled over the seven (7) day workweek as follows:

1st shift from 8:00 A.M.  
to 4:00 P.M.

2nd shift from 4:00 P.M.  
to 12:00 Midnight

3rd shift from 12:00 Midnight  
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 VII  
MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Emergency Medical Service, 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 Emergency Medical Service, at any time, for reasons of economy.

ARTICLE VIII  
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 an 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 IX  
LONGEVITY

1. All 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 base salary. If an employee receives an adjustment in his salary due to promotion during the calendar year, longevity pay will not be changed until the following January 1st; as of the following January 1st, the longevity pay will be computed on the new base salary.

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

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

ARTICLE X  
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 authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year. 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 for more than one (1) continuous year, beyond accumulated sick leave

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 XI  
HOLIDAYS

One and one-twelfth holiday per month will be credited to the employees' record the last day of each month employed, provided he worked or was on paid leave for at least fifteen work days during that month. Holiday time off shall be scheduled by the supervisor in charge. Holiday time must be used prior to April 1 of the year following that in which it was earned or it will be forfeited. However, holidays that were earned prior to the signing of this Contract will be an exception to this rule and will not have to be used prior to the April 1st date. 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 XII  
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
- B. Death of a 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 XIII  
VACATIONS

1. Effective January 1st, 1975, the employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

1st year - 1 working day/month  
1st 3 mos. earned but cannot spend

<u>Beginning</u>	<u>End</u>	
2nd year	10th year	13 working days
11th year	15th year	16 working days
16th year	20th year	18 working days
21st year	25th year	21 working days
after 25 years		24 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 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 first 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 operations.

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 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 anniversary year only.



ARTICLE XIV  
OVERTIME

When an employee works in excess of eight (8) hours in the workday, or over forty (40) hours during the (pay period) week, he shall be paid at the rate of one and one-half (1½) times his base hourly rate for such hours worked.

ARTICLE XV  
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.

Leaves 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 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 XVI  
DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, for just cause, regardless of his seniority. Grounds for summary discharge shall include, but not 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 Civil Service Rules 4:1-16.7, 4:1-16.8 and 4:1-16.9.

In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Association, with permission of the employee, shall have the right to file a complaint, which must be in writing, with the City within ten (10) workdays 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.

ARTICLE XVII  
INSURANCE

1. All members of the unit 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" Plan of New Jersey Blue Cross, as well as a Major Medical Plan, the premiums of which shall be paid for by the City.

2. All other insurance benefits presently in effect shall be maintained throughout the period of the Contract.

ARTICLE XVIII  
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 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 V 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, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE XIX  
SICK LEAVE

Sick leave with pay shall accrue to any full-time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 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 day or less in which case only one certificate shall be necessary for a period of six (6) months.

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.

ARTICLE XIX (Con't)  
SICK LEAVE

(b) In case of death in the immediate family, reasonable proof shall be required.

(c) 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 XIX - A  
ANNUAL MEDICAL EXAMINATION

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



ARTICLE XX  
MILITARY LEAVE

Military leave shall be as provided by Civil Service Rules and Regulations.

ARTICLE XXI  
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 parents, children, spouse, brother or sister, father-in-law and mother-in-law, as well as grandmother or grandfather. Special cases will be referred to the Director.

ARTICLE XXII  
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 terminations 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.

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 XXIII  
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. Any payment received for Jury Duty must be turned in to the employer through the employee's department head less allowance for travel and meal expense.
5. The employer retains the right to request that the employee be excused from Jury Duty because he is required on the job.

ARTICLE XXIV  
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 term of this Agreement.

2. The City 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 XXV  
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 invalidity of any Article or portion of this Agreement shall not effect 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 XXVI  
WAGES 1975

Regular, full-time employees covered by this Agreement shall be entitled to an across-the-board wage increase at the rate of Three hundred (\$300.00) dollars per year, effective January 1, 1975, and where eligible within the City's salary schedule they shall receive one (1) increment.

The following schedule will apply for the Year 1975:

Emergency Medical Services Technician: Range 8  
Min. \$8,599.00 - Max \$9,699.00. Increment \$220.00 - 5 Steps.

Emergency Medical Services Technician Trainee: Range 10  
Min. \$8,088.00 - Max \$9,084.00. Increment \$249.00 - 4 Steps.

WAGES 1976

Regular, full-time employees covered by this Agreement shall be entitled to an across-the-board wage increase at the rate of Three hundred (\$300.00) dollars, effective July 1, 1976. Those covered employees eligible within the terms of the City's salary schedule shall receive one (1) increment, effective July 1, 1976.

The following schedule will apply for the Year 1976:

Emergency Medical Services Technician: Range 8  
Min. \$8,899.00 - Max. \$9,999.00. Increment \$220.00 - 5 Steps.

Emergency Medical Services Technician Trainee: Range 10  
Min. \$8,388.00 - Max. \$9,384.00. Increment \$249.00 - 4 Steps.

ARTICLE XXVII  
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 XXVIII  
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 XXIX  
TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 1975, through and including the 31st day of December, 1976. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other 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 5<sup>th</sup> day of March, 1976.

THE CITY OF ELIZABETH

EMERGENCY MEDICAL SERVICES  
CITY OF ELIZABETH

By: Thomas G. Dunn  
Thomas G. Dunn, Mayor

By: William Sullivan

William Sullivan

ATTEST:

By: John J. Dwyer  
John J. Dwyer, City Clerk

John J. Dwyer