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A G R E E M E N T

Between

THE CITY OF UNION CITY
COUNTY OF HUDSON, NEW JERSEY

and

THE UNION CITY F.M.B.A. LOCAL #12

January 1, 1979 through December 31, 1980

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AGREEMENT

This AGREEMENT entered into this 1st day of January, 1980, by and between the City of Union City, Hudson County, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the Union City F.M.B.A. #12, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the City and the Association recognize and declare their mutual aim to be the promotion of an understanding, harmonious relationship between them and

WHEREAS, the City and the Association desire that the service to the community be continuous and efficient, and

WHEREAS, the City and the Association have carried on collective bargaining and reached certain understandings which they desire to incorporate and confirm in this Agreement, be it

RESOLVED, in consideration of the following covenants it is mutually agreed as follows:

ARTICLE I
RECOGNITION

A. The City hereby recognizes the Association as the exclusive and sole representative(s) for collective negotiation concerning salary, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances and all other related matters for all personnel, officers and men of the fire-fighting force, employed or to be employed, including but not limited to:

Members of the Signal Division

Mechanics

Members of the Fire Prevention

but excluding the Fire Chief:

B. In the event of a conflict between the terms of this Agreement and the Rules and Regulations of the Department, then, and in that event, the terms of this Agreement shall govern for the duration of this contract.

C. All conditions of employment relating to wages, hours of work, and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

ARTICLE II

ASSOCIATION RIGHTS

A. 1. Duly appointed representatives of the Association shall be permitted to visit the Central Station or Substations in order to inspect, ascertain, and assure that the provisions of this Agreement are being properly observed. This right to visitation shall not be exercised unreasonably.

2. The Association Representative(s) shall be permitted to visit City Hall for the purpose of meeting with the Director of Public Safety in order to discuss the contract, grievances, etc., after the appointment has been cleared with the Director's office.

3. The Association Representative(s) shall report to the Department Head or person in charge of the Station immediately upon entering the premises. The visitor(s) shall in no way interfere with or impede the performance of work or other activity at the visitation site.

B. Nothing contained herein shall be construed to deny or restrict to any Association member or the City such rights as he may have under New Jersey Statutes or other applicable laws or regulations. The rights granted to Association members hereunder shall in all cases be deemed to be in addition to those provided elsewhere.

C. The City recognizes the right of every employee member of the Fire Department to freely organize, join, and support the

Association Rights (continued)

Association, and agrees that it shall not directly or indirectly discourage, deprive, or coerce nor discriminate against any employee member of the Fire Department from his lawful activities within the Association and in behalf of the members of the Fire Department.

D. The Association shall be informed and consulted prior to promulgation of any new rule or the proposed modification of any present rule, said notice to the Association shall be given no later than ten (10) days before the effective date of any change. In the event the Association desires to exercise its rights pursuant to law such rule or regulation shall not become effective until the parties have exhausted all remedies provided by law.

E. The City shall not enter into a contractual agreement with an Association member which in any way alters, reduces, compromises, amends, or conflicts with the terms and provisions of this Agreement and the rights and privileges conferred pursuant to this Agreement.

ARTICLE III

DEDUCTION FROM SALARY

A. The City agrees to deduct from the salaries of the Association members dues for the Union City F.M.B.A. #12 as said members individually and voluntarily authorize the City to deduct, pursuant to Chapter 303, Public Laws, 1967, N.J.S.A. 52:14-15.9e. The funds representing said deductions, together with records pertaining thereto, if any, shall be transmitted to the Office of the Treasurer of the Association no later than thirty (30) days subsequent to the pay period in which the deductions were made.

B. The Association shall certify to the City, in writing, as to the current rate of its membership dues. In the event of a change in that rate, the Association shall notify the City thereof, in writing, prior to the effective date of the change.

ARTICLE IV

LEAVE OF ABSENCE

A. Leaves shall be granted an Association member who obtains the services of another Association member of equal rank who shall be capable of serving in the stead of the first member and working his tour of duty. Notification should be submitted on previous tour except in case of emergency. No more leave than one (1) working day shall be permitted except in case of emergency which shall be determined by the Chief of the Department.

B. The City agrees that a maximum of six (6) Association members to be designated by the Association shall be granted leave to attend local or State conventions or other official business; provided that the Association notifies the City, in writing, of its intentions so to do, no later than two (2) weeks prior to the time leave is to be taken, except in case of emergency.

C. An Association member may request that the City grant him leave equal to back time owed to him. The City shall notify said member no later than seventy-two (72) hours, except in case of emergency, prior to the date the required leave is to commence as to whether said leave shall be granted.

D. Association members who enter military service of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges therein

made and provided.

E. Association members shall be entitled to the following temporary noncumulative leave of absence with full pay:

1. Upon the death of a member of the immediate family of an Association member commencing from and including the date of death through the day of the funeral.

For the purpose of construing Paragraph E.1., "immediate family" shall be defined as an Association Member's wife, child, stepchild, mother, father, sister, brother, stepmother, stepfather, mother-in-law, father-in-law.

2. Upon serious illness of a member of the immediate family of an Association member, leave of absence shall be granted at the discretion of the Chief.

For the purpose of construing Paragraph E.2., "immediate family" shall be defined as an Association Member's wife, child, stepchild, mother, father.

3. To attend Baptism, Communion, Confirmation, Graduation, or the Marriage of an Association Member's immediate family. Time period not to exceed twelve (12) hours.

For the purpose of construing Paragraph E.3., "immediate family" shall be defined as an Association Member, their son or daughter.

ARTICLE V

PHYSICAL EXAMINATIONS

A. The City may require any Association member to submit to a physical, neurological, psychiatric, or other examination to be performed by a physician selected by the City and at the City's expense.

B. The Association member, nevertheless, reserves unto himself the right to be examined by a physician or physicians of his own choice at his own expense, in addition to any physical examination required by the City.

ARTICLE VI

SICK LEAVE

A. Sick leave policy for all members covered by this Agreement shall continue to be administered as in the past, i.e., unlimited sick leave regardless of the nature of the illness or injury.

B. For the purposes of terminal leave, however, and that purpose only, a sick leave bank shall be created consisting of fifteen (15) sick leave days per year for each calendar year of employment with the City, which bank shall only be reduced by reason of sick leave used during the employee's tenure with the City for absences as a result of non-work connected injury or illness. Upon the employee's retirement he shall be paid a terminal leave benefit in no event less than three (3) months pay or on the basis of one (1) day's terminal leave pay for each two (2) remaining accumulated sick days, whichever benefit is greater.

C. Non-work connected injury or illness which requires the member to be hospitalized will not be cause for deduction of any benefits from the member's accumulated sick leave.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition: Grievance - a grievance is a complaint concerning the interpretation, application, or violation of this Agreement, policies, rules, and regulations, or administrative decision affecting an Association member, or the Association Grievances included, but are not limited to, working conditions, lighting, heat, sanitary facilities, personal safety, type of work assignments, and their location, work load, and the attitude of supervisors.

1. Aggrieved Person - The aggrieved person is a person or persons making the complaints.

2. The grievance procedure referred to in this Article shall be in addition to and not in derogation of the Civil Service Act or remedies available to the Association or its members by virtue of any statutes of the State of New Jersey or other rules and regulations.

B. Grievance Procedure:

1. (a) The President of the Association or his duly designated representative shall be recognized by the immediate supervisor of the aggrieved person for the purpose of presenting the grievance. The grievance may be so presented with or without the presence or permission of the aggrieved person.

(b) The grievance need not be presented in writing. A decision on the grievance shall be made and delivered by the immediate supervisor of the aggrieved person within three (3) days after said grievance has been presented. The immediate supervisor shall report all grievances to the Chief of the Department.

2. (a) If either the aggrieved person or the Association is not satisfied with the disposition of the grievance at Paragraph 1.(a), or if no decision has been rendered within the time allotted, then, and in that event, the Association or the aggrieved person may submit a written statement of the grievance to the Director or such person as shall be designated by the Director.

(b) The Director or person acting in his behalf shall submit a written copy of his decision to the Association within seven (7) days from the time of the submission to the Director of the written grievance. Copies of the decision shall simultaneously be served upon the aggrieved person.

ARTICLE VIII

SALARIES

A. Effective January 1, 1979, the salary of every Association member shall be paid pursuant to the following schedule:

Fireman		
1st year service	\$14,200	(overtime for year \$355.00)
2nd year service	14,600	(overtime for year 365.00)
3rd year service	15,100	(overtime for year 377.00)
4th year service	15,600	(overtime for year 390.00)
Captain	20,631	(overtime for year 516.00)
Master Mechanic	19,770	(overtime for year 494.00)
Signal System Supt.	20,633	(overtime for year 515.00)
Deputy Chief	27,283	(overtime for year 682.00)

B. Effective January 1, 1980, the salary of every Association member shall be paid pursuant to the following schedule:

Fireman		
1st year service	\$14,700	(overtime for year \$367.00)
2nd year service	15,300	(overtime for year 382.00)
3rd year service	16,000	(overtime for year 400.00)
4th year service	16,700	(overtime for year 417.00)
Captain	22,086	(overtime for year 552.00)
Master Mechanic	19,770	(overtime for year 494.00)
Signal System Supt.	20,633	(overtime for year 515.00)
Deputy Chief	29,483	(overtime for year 737.00)

ARTICLE IX

SERVICE DIFFERENTIAL

A. Effective July 1, 1979, all Firefighters below the rank of Captain shall receive a service differential pursuant to the following schedule:

0-5 years of service	0% of base salary
6-10 years of service	1% of base salary
11-15 years of service	2% of base salary
over 15 years of service	3% of base salary

B. Effective January 1, 1980, all Firefighters below the rank of Captain shall receive a service differential pursuant to the following schedule:

0-5 years of service	0% of base salary
6-10 years of service	2% of base salary
11-15 years of service	4% of base salary
over 15 years of service	6% of base salary

ARTICLE X

OVERTIME

A. Association members caused to remain on duty at the Fire Department's request after their normal relief time shall be compensated at an hourly rate. Minimum overtime compensation shall, under no circumstances, be less than one (1) hour's pay.

B. Effective January 1, 1980, Association members caused to remain on duty at the Fire Department's request after their normal relief time shall be compensated at one and one-half (1 1/2) their hourly rate for all overtime hours worked. Minimum overtime compensation shall, under no circumstances, be less than one (1) hour's pay.

C. Association members who are required to serve over and above their regular tour of duty, whether for emergency purposes or otherwise, shall be compensated therefore pursuant to Sections A and B hereof.

D. The compensation required to be paid to Association members who have been recalled to duty because of an emergency shall, under no circumstances, be less than four (4) hour's overtime pay, at the rate of time and one-half (1 1/2).

E. 1. A current roster for the purposes expressed in Sections A and B hereof, shall be conspicuously displayed upon the bulletin board at all times. This roster shall reflect the date an Association member has been called and his response,

Overtime (continued)

if any, to that call. The roster required herein shall pertain to the fire station tour of duty only.

2. Calls to Association members pursuant to this Section shall be placed no later than twenty-four (24) hours, except in case of emergency, prior to the commencement of the tour of duty the member called is requested to work.

3. No Association member shall be required to accept an overtime request, except in case of emergency. However, in the event an Association member refuses to call to work overtime, then, and in that event, that member shall not again be called until all other Association members on the roster have first been called.

4. Overtime rates shall be calculated from the prevailing salary scale as hereinbefore established on a daily or hourly basis as the case may be.

5. Overtime compensation shall be included in the Association member's salary and considered a part thereof.

ARTICLE XI

LONGEVITY

A. Every Association member shall receive a longevity increment in addition to his salary as follows:

3-5 years service	2% of base pay
6-8 years service	4% of base pay
9-11 years service	6% of base pay
12-15 years service	8% of base pay
15 years service	10% of base pay

B. The City shall commence payment of longevity increments to a qualified Association member on the pay day immediately following the termination date of the prerequisite time period.

C. Longevity increments shall be paid biweekly as are salaries.

ARTICLE XII

CLOTHING ALLOWANCE

A. Each Association member shall receive an annual clothing allowance increment in the amount of \$450 for 1979 and \$500 for 1980, which shall be due and payable and the City shall cause to be paid to the Association member in the month of April.

ARTICLE XIII

RANK DIFFERENTIAL

A. The differential between the ranks as exists by salary Ordinance shall remain in effect in accordance with said salary Ordinance.

ARTICLE XIV

LEGAL REPRESENTATION

A. The City shall supply to all employees all necessary legal advice and counsel in the defense of charges filed against them in the performance of duty, except in case of disciplinary proceedings instituted against them by the Department of Public Safety, but shall for the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgments against said employees from such claims.

ARTICLE XV

MUTUAL AID

A. The City shall insure that an employee who is killed or injured in the line of duty, while rendering aid to a neighboring community, is fully covered by pension and insurance rights, as if said injury or death occurred out of an incident arising out of performance of duty within the City of Union City, New Jersey.

ARTICLE XVI

WORKING HOURS AND WORK WEEK

A. 1. The work day shall consist of twenty-four (24) consecutive duty hours.

2. Starting and Quitting Times

Every Officer and Fireman shall start the work day at 8:00 a.m. and quit at 8:00 a.m. the following day. Nevertheless, any Officer or Fireman may be properly relieved and quit at 7:00 a.m., provided it presents no problem(s) to the Chief at that time.

B. Work Week

The work schedule shall be twenty-four (24) hours on duty, immediately followed by seventy-two (72) hours off duty, twenty-four (24) hours on duty, and so on.

ARTICLE XVII

VACATIONS

A. 1. Firemen shall be granted six (6) twenty-four (24) hours work days' vacation.

2. Captains shall be granted seven (7) twenty-four (24) hours work days' vacation.

3. Battalion Chiefs shall be granted eight (8) twenty-four (24) hours work days' vacation.

4. Deputy Chiefs shall be granted eight (8) twenty-four (24) hours work days' vacation.

5. Signal Division and mechanics shall be granted thirty-one (31) days' vacation.

B. Association members' vacations shall be assigned by the City to occur during the term commencing February 1st and ending November 30th. Said assignment shall be rotated on an annual basis.

C. 1. An Association member who is on sick leave shall not be charged with vacation time provided, however, that he is on sick leave prior to the starting date of his vacation. In the event an Association member's sick leave and vacation time coincide, he shall be charged with sick leave only, and may take his accrued vacation time subsequent.

2. In the event an Association member is on his vacation time and becomes ill, he shall not be able to stop and report on sick time.

D. In the event of the death of an Association member, the City shall cause to be paid to his estate compensation in lieu of accrued vacation credit.

Vacations (continued)

E. Association members may exchange vacations which have been assigned pursuant to Sub-paragraph B. thereof.

F. Association members shall be granted one (1) additional vacation day for each five (5) years of service completed -- with a maximum of three (3) days. July 1st will be the cutoff date. For example, if the Association member completes 5, 10, or 15 years of service prior to July 1st, he shall be granted the additional vacation day(s) of service after July 1st, he will be granted the additional day(s) during the following calendar year.

ARTICLE XVIII

HOLIDAYS AND HOLIDAY PAY

A. The following shall be recognized as paid holidays under this Agreement covering the years 1979 and 1980:

New Year's Day	Labor Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Election Day
Easter Sunday	Columbus Day
Memorial Day	Thanksgiving Day
July 4th (Independence Day)	Christmas Day
Martin Luther King Day	Good Friday

B. Holidays are to be paid seven (7) days on the first (1st) pay period in July and seven (7) days on the first (1st) pay period in December of each year.

C. Effective January 1, 1979, the following schedule of hourly rates shall be used in computing holiday pay:

Fireman - 1st year service	\$6.83
Fireman - 2nd year service	7.02
Fireman - 3rd year service	7.26
Fireman - 4th year service	7.50
Captain	9.92
Master Mechanic	9.50
Signal Systems Superintendent	9.92
Deputy Chief	13.12

D. Effective January 1, 1980, the following schedule of hourly rates shall be used in computing holiday pay:

Fireman - 1st year service	\$7.07
Fireman - 2nd year service	7.36
Fireman - 3rd year service	7.69
Fireman - 4th year service	8.03
Captain	10.62
Master Mechanic	9.50
Signal Systems Superintendent	9.92
Deputy Chief	14.17

E. A two (2) hour mealtime period shall be given to those Association members who are on duty on the following holidays, except in case of emergency:

New Year's Day
Easter Sunday
Thanksgiving Day
Christmas Day

The mealtime period shall exist from 8:00 a.m. to 8:00 p.m.

ARTICLE XIX

MEDICAL INSURANCE, HOSPITALIZATION AND PENSIONS

A. Medical Insurance Protection

1. The City shall provide the health care insurance protection designated below. The City shall pay the full premium for each Association member, active or retired, and in cases where applicable, for family plan insurance covering dependents.

(a) Medical Surgical Plan of New Jersey -
U.C.R. Blue Shield

(b) Hospital Service Plan of New Jersey - Comprehensive Blue Cross 120 days

(c) Rider "J" - 365 days

(d) New Jersey Blue Cross Major Medical

(e) Prescription Drug Program

(f) Optical Plan - Travelers Insurance

2. The City shall make full payment for the above health care insurance protection on behalf of all Association members, including those members who are on sick leave and/or injured in the line of duty.

B. Pensions and Insurance

1. The City shall do everything required by it, pursuant to law, to secure pensions for all qualified Association members.

2. Pensions and insurance coverage shall be the same for an Association member who is injured or killed while

rendering aid to a neighboring community - as though the injury or death occurred within the territorial limits of Union City, New Jersey.

3. The City shall continue to make necessary payment to, and on behalf of, an Association member who is on sick leave and/or has been injured in the line of duty and within the scope of his employment as though said Association member remained on active duty.

C. Hospitalization

An Association member injured in the line of duty and hospitalized as a result thereof, shall be afforded no less than semi-private accommodations.

D. Dental Plan

The City agrees to provide, at no expense to the employees, a Dental Plan for all employees covered by this Agreement and their dependents in the amount not less than those already existing from the Prudential Insurance Company or equal.

ARTICLE XX

UNIFORMS AND PERSONAL EQUIPMENT

A. The following uniforms and personal protection equipment shall be purchased and maintained by the Association member:

1. Dress uniform - blouse, pants, shirts, caps, socks, tie, etc.
2. Work uniform - jackets, pants, shirts, caps, shoes, gloves, etc.
3. Protective gear - helmets, rubber boots, rubber coats, etc.

B. Uniforms shall comply with requirements established by the City at the discretion of the Director.

C. 1. Dress uniforms shall be worn on parade and funeral details.

2. Work uniforms (as prescribed by the City) shall be worn during the Association member's duty hours.

3. It shall not be mandatory for an Association member to wear the dress uniform while reporting, to or from, the tour of duty at his assigned firehouse.

4. The Association member shall not be required to wear the dress uniform for fire inspection.

ARTICLE XXI

MANPOWER AND PROMOTIONS

A. Manpower

Subject to law, including N.J.S.A. 40:49-1 et seq., manpower strength minimums within the Fire Department are to be maintained in accordance with the pertinent City ordinances relating to manpower requirements within the Department.

B. Promotions

1. In the event a vacancy is created in the Officer Rank of the Department, whether said vacancy be created as a result of retirement, death, discharge, dismissal, or otherwise, an appointment filling said vacancy shall be made from the existing Civil Service List no later than ninety (90) days from the date the vacancy was created.

2. In the event a vacancy is created in the Fireman Rank of the Department, whether said vacancy be created as a result of retirement, death, discharge, dismissal or otherwise, an appointment filling said vacancy shall be made from the existing Civil Service List no later than ninety (90) days from the date the vacancy was created.

3. A Civil Service List shall be maintained at all times for promotional and hiring purposes.

ARTICLE XXII

MISCELLANEOUS

A. Appeal

1. After disciplinary proceedings have been concluded, if the Association or the employee concludes that an employee has been unjustly punished or dismissed, it may appeal such judgment to the Department of Civil Service, as provided by law.

2. The City shall not require an Association member to take a Polygraph test.

B. Termination of Employment

Upon termination of the employment of an Association member, regardless of the cause thereof, the City shall pay to the Association member all money due to him up to and including the effective termination date on or before the pay day immediately following the effective termination date. This payment shall include, but not be limited to, compensation due for earned vacation time.

C. Identification Card

Every Association member shall, at the City's expense, be furnished with a card valid for the purpose of identifying said person as a member of the Department.

D. Riot and Police Duties

1. No Association member shall be required to assist in an attempt to control a riot, near riot, or any other disorder by the use of hose streams or otherwise.

E. Facilities

1. All sanitary facilities and equipment in each firehouse including, but not limited to, toilets, showers, and washbasins shall be furnished and maintained in good working order by the City.

2. The City shall also furnish, maintain in good working order, and replace, when necessary, the following:

Lockers

Beds and bedding

Chairs

Tables

Lunch facilities

3. All Departmental motor vehicles, equipment, and apparatus shall be maintained with State Inspection Standards and Specifications.

ARTICLE XXIII

EDUCATIONAL INCENTIVE

A. The City recognizes the need for the education advancement of its Firemen; therefore, those Firemen who have earned an Associate Degree in Arts or Sciences on or before January 1, 1975 from an accredited institution of higher learning, shall receive an additional two point five (2.5%) percent of their annual base salary in the form of an annual payment.

B. Those Firemen who on or before January 1, 1975 have earned a Bachelor's Degree in the Arts or Sciences from an accredited institution of higher learning, shall receive five (5%) percent of their annual base salary in the form of an annual payment.

C. Any Fireman, on or before January 1, 1975, must have obtained his Associate or Bachelor's Degree in Fire Safety in order to qualify him to receive the additional benefits of Paragraphs A or B.

D. Any Fireman, on or after January 1, 1975, furthering his education in an accredited institution of higher learning, and is enrolled in a course, which course is a Fire Safety related course, shall be paid annually five (\$5.00) dollars for each credit earned in addition to his base salary, provided he is not encompassed within Paragraph A or B above.

ARTICLE XXIV
MANAGEMENT RIGHTS

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

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

To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

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

3. The Municipality reserves the right with regard to all other conditions of employment not reserved to make such

Management Rights (continued)

changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

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

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

ARTICLE XXV

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such issue, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE XXVI

MAINTENANCE OF OPERATIONS

A. 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.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike, i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walkout or other job action against the City.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XXVII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law by any Court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXVIII

DURATION OF AGREEMENT

A. This Agreement shall become effective on January 1, 1979, and shall terminate on December 31, 1980. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desires to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures:

ATTEST:

CITY OF UNION CITY, NEW JERSEY

2/22/80 Peter A. Leone

BY Steve Wicker

ATTEST:

NEW JERSEY STATE F.M.B.A.
UNION CITY, NEW JERSEY LOCAL #12

[Signature]

BY Robert J. Benigni