

THIS BOOK DOES NOT CIRCULATE

A G R E E M E N T

BETWEEN

CITY OF UNION CITY

AND

UNION CITY CIVIL SERVICE UNIT  
HUDSON COUNCIL NO. 2

*Hudson City*  
PREAMBLE

75

This Agreement is entered into by the City of Union City, hereinafter referred to as the Employer, and Union City Civil Service Unit hereinafter referred to as the Employee, Civil Service Unit or Union by reason of the fact that said parties have as their purpose the promotion of harmonious relations between the Employer and the Employee the establishment of an equitable and peaceful procedure for the resolution of differences; and, the establishment for all employees as defined in Article I of this Agreement, effective January 1, 1975.

ARTICLE I

RECOGNITION

1.1 The Employer recognizes the Civil Service Unit as the sole and exclusive bargaining agent for the purpose of collective negotiating underlying the establishment of salaries, hours and those conditions of employment for all of its employees, with the exception of uniformed police and fire personnel and Supervisors and with the meeting of the Public Employment Act, within the bargaining units.

ARTICLE II

HOURS OF WORK

2.1 The regular hours of work each day shall be consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

LIBRARY  
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RUTGERS UNIVERSITY

2.2 The regular work week shall consist of the present standard hours of work now in effect of 9:00 A. M. to 4:00 P. M. These hours shall apply to all employees working Monday thru Friday inclusive, but shall not apply to those employees engaged in shift and continuous operations.

2.3 Except for emergency situations, work schedules shall not be changed unless negotiated with the Union. All hours of work shall be in accordance with the mutual agreement of the Union and the Employer.

### ARTICLE III

3.1 It is agreed that the overtime procedure shall be Time and a Half for overtime.

### ARTICLE IV

#### MEAL PERIODS

4.1 All full time employees shall be granted a lunch period of one (1) hour during each working shift. The lunch period shall be scheduled in about the middle of each shift or as close to the middle as can be arranged.

### ARTICLE V

#### HOLIDAYS

5.1 The following shall be recognized as paid holidays:

New Year's Day	Lincoln's Birthday
Good Friday	Memorial Day
Labor Day	Columbus Day
Armistice Day	Thanksgiving Day
Christmas Eve (1/2 day)	Christmas Day

Washington's Birthday  
Independence Day  
General Election ( Nov.)  
Day after Thanksgiving  
New Year's Eve (1/2 day)

Each employee shall have one (1) personal day off immediately preceding the Christmas holidays.

5.2 Whenever any of the holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Any employee having to work on the above days shall be compensated for that day at the rate of 1 1/2 times the hourly rate.

ARTICLE VI

SICK LEAVE

6.1 Permanent employees shall be entitled to the following sick leave:

<u>AMOUNT OF SERVICE</u>	<u>SICK LEAVE DAYS</u>
Up to end of first calendar year	1 working day each month
Each calendar year thereafter	15 working days

Sick leave days not taken by employees in any one year shall accumulate from year to year until retirement.

6.2 All temporary employees shall be entitled to the following sick leave:

Up to end of first calendar year	1 Working day for each Month (Not exceeding 10 days)
Each calendar year thereafter	10 Working days

6.3 Sick leave shall be pro-rated for seasonal employees and for those employees who resign before the end of the calendar year.

6.4 Those employees who retire at any time during the calendar year shall be entitled to full sick leave allowance for the year.

ARTICLE VII

LEAVES OF ABSENCE

7.1 Funeral Leave. A death in an employee's immediate family shall not be charged against his compensatory time off. Time off shall be given from the day of the death until the day after the funeral, not to exceed five working days. Immediate family shall be defined as follows: Mother, Father, Son, Daughter, Sister, Brother, Husband, Wife, Grandparents and Grandchildren.

7.2 Military Leave. Any employee called into the Armed Forces of the United States during national emergency or drafted shall be given a leave of absence.

7.3 Unpaid Leaves of Absence. A leave of absence without pay may be granted to any permanent employee who has been employed for a period of ninety days. Said leave may not be arbitrarily or reasonably withheld and such leave shall be limited to thirty days during the first year and thirty days for each succeeding year up to six months.

7.4 A maximum of six employees, to be selected by the Civil Service Unit shall be entitled to time off with pay for attendance at Civil Service Unit Conventions. The amount of time off for all employees shall not exceed a total of eighteen (18) working days.

#### ARTICLE VIII

##### OVERTIME

8.1 Overtime work shall be distributed equally to employees working within the same job classifications. In a given situation where the classification has been exhausted, the employer shall have the right to cover the operations from other classifications.

8.2 On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at such time. Overtime offered and refused by an employee shall be treated as time worked.

8.3 A record of overtime hours worked by each employee shall be accessible to Civil Service Unit representatives at reasonable times.

8.4 Scheduled overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

ARTICLE IX

VACATIONS

9.1 All permanent employees shall be entitled to the following vacation:

<u>AMOUNT OF SERVICE</u>	<u>VACATION DAYS</u>
Up to end of first calendar year	1 working day each month
1 to 5 years	15 working days
6 to 10 years	20 working days
11 years or over	25 working days

All employees seeking vacation must notify their Supervisor of their intentions of vacation sixty (60) days prior to such time.

Each employee shall have his choice of vacation according to seniority and in no case would his running time for vacation be less than two (2) weeks unless he or she so desires. All vacation time shall be based on the amount of time employed as of the 1st of the year.

ARTICLE X

PENSIONS

10.1 Employees shall receive pensions and retirement pursuant to the provision of State Law and Local ordinances.

ARTICLE XI

DISCIPLINE

11.1 Disciplinary action or measures shall include only the following:

- Oral or written reprimand
- Suspension (Notice to be given in writing)
- Discharge
- Reduction in job classification

11.2 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

11.3 If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE XII

DISCHARGE

The Employer shall not discharge any employee without just cause. Except where violence and/or the health and safety of other employees or the public may be involved. The employer shall give the Civil Service Unit five (5) working days notice of the intention to discharge an employee. During such five (5) days the two sides shall meet to try and resolve the case.

If discharge takes place, the Civil Service Unit and the individual will be given a written reason for discharge and the grievance procedure may be invoked.

12.2. The Civil Service Unit shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration.

#### ARTICLE XIII

##### GRIEVANCE AND ARBITRATION PROCEDURES

13.1. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

(a) It shall be discussed with the Employee involved and the Civil Service Unit Representatives with the immediate Supervisor designated by the City. The answer shall be made within three days by such immediate Supervisor to the Civil Service Unit.

(b) If the grievance is not settled through Step A, the same shall be reduced in writing by the Civil Service Unit and submitted to the division head, or any person designated by him. The answer to such grievance shall be made in writing, with a copy to the Civil Service Unit within five days of its submission.

(c) If the grievance is not settled through Steps A and B then the Civil Service Unit shall have the right to submit such grievance to the Director of the Department. A written answer to said grievance shall be served upon the individual and the Grievance Committee within seven calendar days after submission.

(d) If the grievance is not settled through Steps A, B or C, then the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

(e) If the grievance is not settled by Steps A, B and C, and the aggrieved does not elect to pursue its grievance under

the provisions of the Civil Service Act, then the Civil Service Unit shall have the right to submit such grievance to an arbitrator appointed by AAA. The arbitrator shall have the full power to hear the dispute and make a final determination which shall be advisory in nature. The cost of arbitration shall be borne by the City and the Civil Service Unit, equally.

(f) The Civil Service Unit President, or his authorized representative may report an impending grievance to the Department Director in an effort to forestall its occurrence.

13. 2 Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual grievance.

The grievance committee members are as follows:

Mary Clerici, August Ciarmelli and Catherine Chuicchini.

#### ARTICLE XIV

##### SENIORITY

14. 1 Seniority is defined as an employees's total length of service with the Employer beginning with his date of hire.

14.2 If a question arises concerning two or more employees who are hired on the same date, the following shall apply if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first name first, preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

14. 3 In all cases of promotions, demotions, layoffs, recall, shift assignment, building assignment, vacation schedules and other situations where substantial employee advantage or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, provided employee has the

ability to perform the work involved after a reasonable training period. A reasonable training period shall be determined by the Director, subject to the Grievance Procedure.

ARTICLE XV

UNION REPRESENTATIVES

15. 1 The Employer shall recognize and deal with those Civil Service Unit Representatives and Grievance Committee members designated by the Civil Service Unit through its internal processes of employment. The said Grievance Committee shall not exceed six (6) members.

ARTICLE XVI

MANAGEMENT RIGHTS

16. 1 Nothing herein shall alter or deprive any employee rights guaranteed to him by Federal or State Law and all rights enumerated herein.

16. 2 The City of Union City hereby retains the right to manage and control its facilities, and, in addition, the right to hire, promote, transfer, discipline or discharge an employee for just cause. The above action shall be subject to the Civil Service Law and Regulations and this Agreement.

ARTICLE XVII

SAFETY AND HEALTH

17. 1 The Employer shall at all times maintain healthful working conditions. The City will provide tools necessary in order to insure their safety and health.

ARTICLE XVIII

EQUAL TREATMENT

18. 1 The parties agree that there shall be no favoritism for reasons of age, sex, nationality, religion, marital status, political affiliation or Civil Service Unit activities.



ARTICLE XIX

INSURANCE

19.1 Hospitalization. Employees shall receive fully paid Blue/Cross, Blue/Shield with Rider "J" and Major Medical to cover themselves and their dependants. Also included is an updated Blue/Cross, Blue/Shield plan plus a prescription card issued to each of the insured, with a \$1.00 charge card for each prescription.

19. 2 The Employer shall have insurance coverage on all vehicles and equipment operated by Employees, and additionally shall cover all truck drivers with insurance in case of accident.

19. 3 The Employee shall receive full dental coverage.

19. 4 The retired employee shall receive paid hospitalization according to 40A:9-19.1, if approved by Corporation Counsel.

ARTICLE XX

WAGE PROPOSALS

20.1 Employees will receive a salary increase up to 10%, effective January 1st, 1975.

ARTICLE XXI

LONGEVITY

21.1 Employees shall be paid the longevity as per schedule presently in effect. However, there shall be no salary limitations on same.

ARTICLE XXII

TERMINAL LEAVE

22. 1 Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of three (3) working days for each year of service.

ARTICLE XXIII

SPECIAL ALLOWANCES

23. 1 All Employees who are directed and uses his/her personal automobile for services performed for the City of Union City shall be compensated, as per present practice.

23. 2 Should any employees duties necessitate travel expense, the cost of such shall be borne by the Employer.

ARTICLE XXIV

24. 1 Any Employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid the applicable overtime rate time and a half for overtime.

24. 2 The Employer agrees that should an employee be assigned to perform duties other than his/her normal job classification, he/she shall be paid the higher rate of pay whether it be his own job title or that of the person for whom he is substituting for more than thirty (30) working days.

24. 3 The Employer agrees that if an employee incurs an injury during the performance of his duties, he/she shall not receive a pay loss while being permitted to perform light duty until full recovered and able to assume his/her normal duties. Additionally, an Employee shall not be charged with sick time or vacation time as a result of an injury incurred during the performance of duty.

ARTICLE XXVI

GENERAL PROVISIONS

25. 1 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of this Agreement effected by such decision whereupon any parties agree immediately to negotiate a substitute for the unvalidated portion thereof.

25. 2 The representatives of the Employer and of the Civil Service Unit, may, by mutual consent, adopt written memoradums covering in more specific terms the interpretation or application of the Agreement in order to make it more suited to a specific unit for other special circumstances. Such memorandums shall not conflict with the Agreement, the latter being the controlling factor should any dispute arise.

ARTICLE XXVII

DURATION OF AGREEMENT

27.1 This Agreement shall become effective immediately after adoption by the Board of Commissioners and shall terminate on the 31st day of December, 1975.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this 15th day of May, 1975.

CITY OF UNION CITY

BY

Robert C. Botto

[Signature]

Ronald A. Paris

[Signature]

William V. [Signature]

Mayor

Mario M. Modero  
MARIO M. MODERO,  
President

Sworn and Subscribed to, before me at Union City, New Jersey, this 15th day of May 1975

Francis J. Hanna

FRANCIS J. HANNA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Dec. 24, 1975

THIS DOES NOT  
CIRCULATE

CITY CLERK

AGREEMENT

1978

BETWEEN

CITY OF UNION CITY

AND

UNION CITY CIVIL SERVICE UNIT  
HUDSON COUNCIL NO. 2

PREAMBLE

This Agreement is entered into by the City of Union City, hereinafter referred to as the Employer, and Union City Civil Service Unit hereinafter referred to as the Employees, Civil Service Unit or Union By reason of the fact that said parties have as their purpose the promotion of harmonious relations between the Employer and Employee the establishment of an equitable and peaceful procedure for the resolution of differences; and, the establishment for all employees as defined in Article I of this Agreement, effective January 2, 1978.

ARTICLE I

RECOGNITION

1.1 The Employer recognizes the Civil Service Unit as the sole and exclusive bargaining agent for the purpose of collective negotiating underlying the establishment of salaries, hours and those conditions of employment for all of its employees, with the exception of uniformed police and fire personnel and Supervisors and with the meeting of the Public Employment Act, within the bargaining units.

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HOURS OF WORK

2.1 The regular hours of work each day shall be consecutive hours of work in the balance of this Article shall be construed to include lunch periods.

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Labor Relations

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UNIVERSITY

2.2 The regular work week shall consist of the present standard hours of work now in effect of 9:00 A. M. to 4:00 P. M. These hours shall apply to all employees working Monday thru Friday inclusive, but shall not apply to those employees engaged in shift and continuous operations.

2.3 Except for emergency situations, work schedules shall not be changed unless negotiated with the Union. All hours of work shall be in accordance with the mutual agreement of the Union and the Employer.

### ARTICLE III

3.1 It is agreed that the overtime procedure shall be Time and a Half for overtime.

### ARTICLE IV

#### MEAL PERIODS

4.1 All full time employees shall be granted a lunch period of one (1) hour during each working shift. The lunch period shall be scheduled in about the middle of each shift or as close to the middle as can be arranged.

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#### HOLIDAYS

5.1 The following shall be recognized as paid holidays:

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Christmas Eve (1/2 day)	Christmas Day
Washington's Birthday	
Independence Day	
General Election (Nov.)	
Day after Thanksgiving	
New Year's Eve (1/2 day)	

Each employee shall have one (1) personal day off immediately preceding the Christmas holidays and three (3) other personal days.

5.2 Whenever any of the holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Any employee having to work on the above days shall be compensated for that day at the rate of 1 1/2 times the hourly rate.

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7.3 A maximum of six employees, to be selected by the Civil Service Unit shall be entitled to time off with pay for attendance at Civil Service Unit Conventions. The amount of time off for all employees shall not exceed a total of eighteen (18) working days.

#### ARTICLE VIII

##### OVERTIME

8.1 Overtime work shall be distributed equally to employees working within the same job classifications. In a given situation where the classification has been exhausted, the employer shall have the right to cover the operations from other classifications.

8.2 On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at such time. Overtime offered and refused by an employee shall be treated as time worked.

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ARTICLE IX

VACATIONS

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PENSIONS

10.1 Employees shall receive pensions and retirement pursuant to the provision of State Law and Local ordinances.

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DISCIPLINE

11.1 Disciplinary action or measure shall include only the following:

- Oral or written reprimand
- Suspension (Notice to be given in writing)
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- Reduction in job classification

11.2 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

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If discharge takes place, the Civil Service Unit and the individual will be given a written reason for discharge and the grievance procedure may be invoked.

12.2. The Civil Service Unit shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration.

### ARTICLE XIII

#### GRIEVANCE AND ARBITRATION PROCEDURES

13.1. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

(a) It shall be discussed with the Employee involved and the Civil Service Unit Representatives with the immediate Supervisor designated by the City. The answer shall be made within three days by such immediate Supervisor to the Civil Service Unit.

(b) If the grievance is not settled through Step A, the same shall be reduced in writing by the Civil Service Unit and submitted to the division head, or any person designated by him. The answer to such grievance shall be made in writing, with a copy to the Civil Service Unit within five days of its submission.

(c) If the grievance is not settled through Steps A and B then the Civil Service Unit shall have the right to submit such grievance to the Director of the Department. A written answer to said grievance shall be served upon the individual and the Grievance Committee within seven calendar days after submission.

(d) If the grievance is not settled through Steps A, B or C, then the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

(e) If the grievance is not settled by Steps A, B and C, and the aggrieved does not elect to pursue its grievance under

the provisions of the Civil Service Act, then the Civil Service Unit shall have the right to submit such grievance to an arbitrator appointed by AAA. The arbitrator shall have the full power to hear the dispute and make a final determination which shall be advisory in nature. The cost of arbitration shall be borne by the City and the Civil Service Unit, equally.

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13. 2 Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual grievance.

The grievance committee members are as follows:  
Mary Clerici and August Ciarnielli.

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14. 1 Seniority is defined as an employees's total length of service with the Employer beginning with his date of hire.

14.2 If a question arises concerning two or more employees who are hired on the same date, the following shall apply if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first name first, preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

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17. 1 The Employer shall at all times maintain healthful working conditions. The City will provide tools necessary in order to insure their safety and health.

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EQUAL TREATMENT

18. 1 The parties agree that there shall be no favoritism for reasons of age, sex, nationality, religion, marital status, political affiliation or Civil Service Unit activities.

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INSURANCE

19.1 Hospitalization. Employees shall receive fully paid Blue Cross/Blue Shield with Rider "J" and Major Medical to cover themselves and their dependents. Also included is an updated Blue Cross/Blue Shield plan plus a prescription card issued to each of the insured, with a \$1.00 charge card for each prescription.

19.2 The Employer shall have insurance coverage on all vehicles and equipment operated by Employees, and additionally shall cover all truck drivers with insurance in case of accident.

19.3 The Employee shall receive full dental coverage.

19.4 The retired employee shall receive paid hospitalization according to 40A:9-19.1, if approved by Corporation Counsel.

ARTICLE XX

WAGE PROPOSALS

20.1 Employees will receive a salary increase of \$750.00 effective January 2nd, 1978.

ARTICLE XXI

LONGEVITY

21.1 Employees shall be paid the longevity as per schedule presently in effect. However, there shall be no salary limitations on same.

ARTICLE XXII

TERMINAL LEAVE

22.1 Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of three (3) working days for each year of service.

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SPECIAL ALLOWANCES

23.1 All Employees who are directed and uses his/her personal automobile for services performed for the City of Union City shall be compensated, as per present practice.

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24. 2 The Employer agrees that should an employee be assigned to perform duties other than his/her normal job classification, he/she shall be paid the higher rate of pay whether it be his own job title or that of the person for whom he is substituting for more than thirty (30) working days.

24. 3 The Employer agrees that if an employee incurs an injury during the performance of his duties, he/she shall not receive a pay loss while being permitted to perform light duty until full recovered and able to assume his/her normal duties. Additionally, an Employee shall not be charged with sick time or vacation time as a result of an injury incurred during the performance of duty.

ARTICLE XXVI

GENERAL PROVISIONS

25. 1 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of this Agreement effected by such decision whereupon any parties agree immediately to negotiate a substitute for the unvalidated portion thereof.

25. 2 The representatives of the Employer and of the Civil Service Unit, may, by mutual consent, adopt written memoradums covering in more specific terms the interpretation or application of the Agreement in order to make it more suited to a specific unit for other special circumstances. Such memorandums shall not conflict with the Agreement, the latter being the controlling factor should any dispute arise.

26. 2 The representatives of the Employer and of the Civil Service Unit, may, by mutual consent, adopt written memorandums covering in more specific terms the interpretation or application of the Agreement in order to make it more suited to a specific unit for other special circumstances. Such memorandums shall not conflict with the Agreement, the latter being the controlling factor should any dispute arise.

A \$250.00 clothing allowance will be granted to certain employees of the City of Union City annually.

ARTICLE XXVII

DURATION OF AGREEMENT

27.1 This Agreement shall become effective immediately after adoption by the Board of Commissioners and shall terminate on the 31st day of December, 1978.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this 21st day of June, 1978.

*Doris J. Spach*

DORIS J. SPACH  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 27, 1980

CITY OF UNION CITY

BY

*Robert C. Batti*

*John H. H. H.*

*Ronald A. Jarvis*

*Chambers Fuller*

*William V. Musto*  
Mayor

*Mario M. Modero*

MARIO M. MODERO,  
President

CITY CLERK