

A G R E E M E N T

Between:

TOWNSHIP OF TEANECK

BERGEN COUNTY, NEW JERSEY

-and-

THE PROFESSIONAL FIRE OFFICERS ASSOCIATION

of

TEANECK

JANUARY 1, 1978 THROUGH DECEMBER 31, 1978

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PREAMBLE

This Agreement entered into this 21st day of March 1979, by and between the TOWNSHIP OF TEANECK, in the County of Bergen, New Jersey, hereinafter called the "Township" and the PROFESSIONAL FIRE OFFICERS ASSOCIATION OF TEANECK, hereinafter called the "Association" represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated March 23, 1972 (Docket No.RO-412), the Township recognizes the Association as the exclusive collective negotiations agent for "All fire officers and the Fire Signal System Superintendent employed by the Township of Teaneck, but excluding the Chief, Deputy Chief, fire signal system repairmen, clerical, craft and professional employees, police, managerial executives and other supervisors within the meaning of the Act and all other employees of the employer."

Whenever the term "Employee" or "Employees " is used herein it shall be construed to mean those employees covered by this Agreement.

ARTICLE II

COLLECTIVE NEGOTIATIONS PROCEDURE

A. Members of the Association negotiating committee shall consist of the President and one man per shift to be designated by the Association, but in no event shall the total number of individuals comprising the Association Committee exceed five (5). Those members designated may attend all collective negotiations with the Township provided that those men on duty at the time shall be on call with the additional proviso that such absence from regular work assignments will not seriously interfere with the Township's operations. Members of the Association's Negotiating Committee on duty at the time negotiation sessions are being held shall suffer no loss of regular straight time pay for time spent on such negotiations.

B. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Township or the Association.

C. The duly authorized negotiating agent of either the Township or the Association is not required to be an employee of the Township.

ARTICLE III

MAINTENANCE OF MEMBERSHIP

A. All employees covered by this Agreement who are members of the Association at the time this Agreement is ratified or who thereafter become members during the term of this Agreement must retain their membership in the Association, at least to the extent of paying dues to the Association, for the duration of this Agreement. In case any employee, pursuant to the requirements of N.J.S.A. 52:14-15.9e withdraws from the Association, the Township shall not be required to discharge said employee, but the Association may resort to any appropriate legal action to enforce payment of dues to it from the employee.

B. Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9e as amended. Said monies together with records of any corrections shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township new authorizations where necessary from its members showing the authorized deduction for each employee.

D. The Association will provide the necessary "check-off authorization" form and deliver the forms, signed by each employee covered by this Agreement, to the Township Finance Officer. The Association shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Township in reliance upon salary deduction, authorization cards submitted by the Association to the Township.

ARTICLE IV

CONDUCTING ASSOCIATION BUSINESS

1. No Association member or officer or Job Steward shall conduct any Association business on Township time except as specified in this Agreement.
2. No Association meetings shall be held on Township time unless specifically authorized by the Township.
3. The Association will notify the Township in writing of the President and the four (4) Alternates selected from the employees group it wishes to authorize to confer with management on grievances or other matters of mutual interest. The Township acknowledges the right of the Association to select a representative who is not an employee to participate in such conferences.
4. The Township agrees that it will permit the President or his/her alternate (but not both at the same time) to take a reasonable amount of time from his/her job to investigate grievances without loss of pay provided arrangements to be excused are made with his/her supervisor in advance and further provided that such time spent on grievances does not interfere with the operations of the department.
5. The Township agrees that it will permit the President and his Assistant or their alternates, but not more than any two (2) such representatives at any one time, to take a reasonable amount of time from their jobs to confer with management on grievances without loss of pay, provided arrangements to be excused are made with their supervisor in advance.

ARTICLE V

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself 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, except as limited by the terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and Laws of New Jersey and of the United States.

B. The exercise of its powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith by the Township shall be limited only by the terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE VI

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

(a) An aggrieved employee shall institute action under the provisions hereof within two (2) of his scheduled working days from the occurrence of the grievance and an earnest effort shall be made to settle the differences between

the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said two (2) working days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) of his scheduled working days and such decision shall be communicated to the aggrieved employee and the Association.

STEP TWO:

(a) In the event a satisfactory settlement has not been reached, the aggrieved shall in writing and signed, file his complaint with the Fire Chief (or his representative) within five (5) working days following the determination by the Supervisor.

(b) The Fire Chief, or his representative, shall render a decision in writing to the aggrieved and the Association within five (5) working days from the receipt of the complaint.

STEP THREE

(a) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Fire Chief the matter may be submitted to the Township Manager.

(b) The Township Manager shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

(c) The resolution of any grievance through Step Three shall be binding only for the particular case.

STEP FOUR --- ARBITRATION:

(a) Should the aggrieved person be dissatisfied with the decision of the Township Manager, such person or the Association on behalf of such person or group of persons, may within ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the N.J. State Board of Mediation.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Township Manager. In the event the employee elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from the N.J. State Board of Mediation, and the Association shall pay whatever costs may have been incurred in processing the case to the N.J. State Board of Mediation.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the arbitrator and the costs, if any, of the arbitration facilities shall be borne equally between the Township and the Association. Any other expenses incurred shall be paid by the party incurring same.

(e) The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

(f) The decision of the arbitrator shall be final and binding on both parties.

ARTICLE VII
BULLETIN BOARD

Subject to prior approval of the Fire Chief, (which approval shall not be unreasonably withheld), the Township shall permit the Association reasonable use of Bulletin Boards in each Fire House for the posting of notices concerning Association business and activities, and concerning matters dealing with the welfare of the employees.

ARTICLE VIII

AVAILABLE POSITIONS

From time to time, and when appropriate, the Fire Chief shall post a list of those positions in the Fire Department to which employees covered under this Agreement are eligible.

A promotional list will be maintained at all times.

ARTICLE IX

ACTING IN A SUPERIOR POSITION

In the event an employee covered by the terms of this Agreement is detailed (assigned) to a higher rank than that of his own and such employee continues to hold that higher rank for thirty (30) consecutive calendar days, he shall receive the base rate of pay of the higher rank, plus his existing longevity, from the date of assignment.

An employee who believes that he has been reassigned solely for the purpose of denying him the higher rate of pay shall have the opportunity of raising this matter under the grievance procedure.

ARTICLL X

EXCHANGE OF TOURS

Any employee covered by this Agreement may exchange a tour of duty with another employee covered by this Agreement (provided that both employees engaging in the exchange of tours are of the same rank) and provided that advance approval of the proposed exchange of tours of duty is given by the Chief or officer acting in his behalf, and further provided that no such exchange of tours shall be permitted when a fire emergency exists in the Township. However, in the event of a personal emergency, the Chief or his designated representative, may entertain and may grant a request for exchange of tours between Lieutenants and Captains.

ARTICLE XI

HOURS AND OVERTIME

A. All employees covered by this Agreement except the Fire Signal System Superintendent are required to work a forty-two (42) hour week, in an eight (8) week cycle on a shift basis as heretofore provided in Ordinance #1367 adopted by the Township Council on January 21, 1969. In time of emergency, all members of the Department are subject to call unless they are on authorized sick leave.

B. The Fire Signal System Superintendent and the Fire Inspector shall continue to be required to work a forty (40) hour week consisting of five (5) daily tours of eight (8) hours each Monday through Friday. As heretofore, the duties of the Fire Signal System Superintendent, shall include the performance of inspections of the fire alarm systems at public buildings owned and operated by the Township other than public schools. He shall also perform weekend inspections of the fire alarm meters at Fire Headquarters as part of his regular duties and without overtime compensation.

C. All work performed in excess of the specified hours in any tour of duty shall be considered overtime and shall be credited on a straight-time basis for purposes of compensatory time-off on the following basis:

- | | | | |
|----|--------------------------------|---|------------------------------|
| 1. | Overtime up to fifteen minutes | - | zero |
| 2. | Sixteen to thirty minutes | - | thirty minutes |
| 3. | Thirty minutes to one hour | - | one hour |
| 4. | Over one hour | - | on a minute for minute basis |

D. Effective December 1, 1978, all employees who are called back to work after leaving the premises of the fire house shall receive a minimum of two (2) hours of pay. Prior to December 1, 1978, employees shall receive a minimum of two (2) hours of work or time due credited for the purpose of compensatory time off.

. ARTICLE XII

SALARIES AND COMPENSATION

A. Effective January 1, 1978, the salary schedule for all employees represented by the Association shall be as follows:

| <u>TITLE</u> | <u>STEP 1</u> | <u>STEP 2</u> |
|--------------------------------------|---------------|---------------|
| Fire Lieutenant | \$ 15,689. | \$ 16,281. |
| Fire Captain | 17,147. | 17,782. |
| Fire Signal System Superintendent | 18,235. | 18,870. |

B. A lump sum cost of living payment of \$880.00 not affecting salary ranges shall be made to all employees covered by this agreement on January 1, 1978.

C. Step increases are not to be considered automatic, but shall be granted to employees who have completed one year of satisfactory service.

D. The present method of determining eligibility for longevity payments shall continue in effect for the life of this agreement.

E. Eligible employees shall receive a longevity payment in accordance with the following schedule:

| <u>Year of Service</u> | <u>Lieutenant</u> | <u>Captain</u> | <u>Superintendent</u> |
|------------------------|-------------------|----------------|-----------------------|
| 5 | \$ 335. | \$ 365. | \$ 385. |
| 10 | 670. | 730. | 770. |
| 15 | 1,005. | 1,095. | 1,155. |
| 20 | 1,340. | 1,460. | 1,540. |
| 25 | 1,675. | 1,825. | 1,925. |

ARTICLE XIII

CLOTHING ALLOWANCE

A. The Township agrees to pay all employees covered under this Agreement on duty at the beginning of the calendar year an annual clothing allowance of \$200.00 per year payable in April of each year.

B. All new employees shall receive a clothing allowance of \$200.00 upon completion of three (3) months employment, but they shall reimburse the Township \$15.00 for each month of service under one (1) year not completed.

C. No more than one (1) allowance may be paid to any employee in any one (1) calendar year.

D. This allowance is in lieu of any other allowance for uniforms, personal equipment and work clothes, with the exception of helmets, which will be purchased by the Township.

ARTICLE XIV

HOSPITALIZATION AND INSURANCE

A. The Township agrees to furnish to all employees covered under this Agreement and their eligible dependents, hospitalization, major medical and Rider J coverage with the State Health Benefits Plan of New Jersey.

B. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantially similar benefits are provided by the new carrier.

ARTICLE XV

LIFE INSURANCE

A. The Township agrees to furnish to all employees covered under this Agreement at no cost to such employee a \$5,000.00 life insurance policy.

B. The Township agrees to furnish to all employees covered under this Agreement, at no cost to such employee a \$2,500.00 life insurance policy for death in the line of duty.

C. Nothing herein shall preclude the estate of a decedent fireman from contesting the decision of the insurance company as against the insurance company only, and not against the Township in any regard.

D. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantially similar benefits and the same policy face value are provided by the new carrier.

ARTICLE XVI

HOLIDAYS

A. All employees covered by this Agreement working a forty-two (42) hour week shall receive twelve (12) tours of duty off during each calendar year in lieu of the holidays listed under paragraph B below. This time off shall be determined by the Fire Chief or officer acting in his behalf with due regard for the wishes of the employee and particular regard for the needs of the Fire Department.

B. All employees under this Agreement working a forty (40) hour week shall receive the following holidays:

| | |
|-----------------------|-------------------------------|
| New Years Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |
| July Fourth | Christmas Day |

C. When a holiday listed in paragraph B falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday listed in paragraph B above falls on a Sunday, the following Monday shall be observed as the holiday.

ARTICLE XVII

VACATIONS

A. All employees under this Agreement working the forty-two (42) hour week shall earn a vacation on a calendar year basis, in accordance with the following schedule:

| <u>Years of Service</u> | <u>Annual Vacation Leave</u> |
|---------------------------------------|---------------------------------------|
| To the end of the first calendar year | One tour of duty per month of service |
| 1 year to 5 years | 12 tours of duty |
| 6 years to 10 years | 14 tours of duty |
| 11 years to 15 years | 16 tours of duty |
| 16 years to 20 years | 18 tours of duty |
| Over 20 years | 20 tours of duty |

B. All employees under this Agreement working the forty (40) hour week shall earn vacation, on a calendar year basis, in accordance with the following schedule:

| <u>Years of Service</u> | <u>Annual Vacation Leave</u> |
|---------------------------------------|---------------------------------------|
| To the end of the first calendar year | One tour of duty per month of service |
| 1 year to 5 years | 13 working days |
| 6 years to 10 years | 15 working days |
| 11 years to 15 years | 17 working days |
| 16 years to 20 years | 19 working days |
| Over 20 years | 21 working days |

C. Vacations shall be granted in accordance with the following conditions:

1. Assume an employee starts August 1, 1973. At the end of 1973 he is entitled to five (5) tours of duty or working days as vacation, which can be taken between January 1 and December 31, 1974. On January 1, 1975 he would be credited with twelve (12) tours of duty or thirteen (13) working days vacation based on a full years employment in 1974 which can be taken in 1975.

2. Employees under this Agreement hired prior to July 1, 1965 may take their vacation in the year in which it is earned.

D. Vacation time accumulated is forfeited if at least seven (7) days notice of intention to terminate employment is not given in writing by the employee to the appropriate department head. All or part of this requirement may be waived by the Township upon approval of the department head and the Township Manager.

E. Vacation shall be taken in the following manner:

Employees covered under this Agreement shall choose their vacation schedule separately from the Chief and Deputy Chief in order of rank within each platoon on a seniority basis within rank among themselves. In-so-far as possible to accomodate the reasonable needs of the department, it is intended that each employee covered under this Agreement shall have at least two (2) calendar weeks of vacation during the summer months when the Teaneck Public Schools are not in session. The Fire Chief shall do all that is reasonably possible to assign officers so that a balance of Senior officers within each rank shall be spread among the various platoons.

F. An employee who has returned from more than one month leave of absence without pay, or has been re-employed, or re-instated, shall be considered as a new employee for the purpose of determining vacation eligibility for the balance of that year.

ARTICLE XVIII

SICK LEAVE

A. Sick leave is defined to mean an absence from post of duty of any employee covered by this Agreement because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's household seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. The immediate family is defined for purposes of this Article to be spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, and grandfather, or other person living as a permanent member of the employee's household.

B. All full-time employees covered by this Agreement shall be granted sick leave as herein before defined, with pay to which they are otherwise eligible as follows:

1. During the first calendar year of employment, (1) tour of duty for each full month of service.
2. Thereafter, one and one quarter (1 $\frac{1}{4}$) tours of duty per month, or a total of fifteen (15) tours of duty for each calendar year of service.
3. Any amount of the sick leave allowance not used in any calendar year shall accumulate to the credit of the employee from year to year to be used if and when needed for such sick leave purpose.

C. When an employee covered by this Agreement does not report for duty for a period of greater than three (3) consecutive tours of duty or totalling more than ten (10) tours of duty in one calendar year because of sickness, he/she shall show proof of his/her inability to work by submitting to the Township Treasurer, upon request, a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates leave is requested, physically able to perform any duty connected with his/her job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to examination by a physician appointed by the Township to substantiate such illness.

D. One (1) sick tour of duty shall be charged for an absence of more than one-half (1/2) the hours scheduled in the tour of duty or one-half (1/2) tour of duty for an absence of less than half the hours scheduled in the tour of duty. No refund of vacation time shall be allowed due to illness incurred while on vacation time.

E. In order to receive compensation while absent on sick leave, the employee shall notify his/her supervisor at least one (1) hour before the time set for him/her to begin his/her tour of duty. An employee who is absent for five (5) tours of duty without notice will be subject to dismissal in accordance with civil service rules and regulations.

F. An employee may charge to his sick leave a maximum of three (3) tours of duty each year for the purpose of attending funerals, weddings, religious days, or other personal obligations not elsewhere provided for in this Article, provided prior approval is secured from the Fire Chief.

G. Every employee covered by this Agreement shall be allowed five (5) additional sick tours of duty per year of employment as a Fire Officer during the period from January 1, 1972 to December 31, 1978 up to a maximum of thirty-five (35) additional tours. No use of the additional five (5) accumulated sick tours of duty shall be made until all sick leave under the fifteen (15) tours of duty accumulation allowance has been exhausted. The additional tours accumulated, if not used, are not to be credited for purposes of calculating any terminal leave benefit due the employee at the termination of his employment or at retirement.

ARTICLE XIX

INJURED ON DUTY

- A. When an employee is disabled and unable to work because of an injury or illness arising out of the course of his employment, he/she shall be granted an injury leave with full pay for a period up to thirty (30) calendar days, provided such employee:
1. Presents evidence that he/she is unable to work in the form of a certificate from a reputable physician forwarded to the Township Treasurer (within forty-eight hours of the injury or illness).
 2. Submits upon request to examination by a physician appointed by the Township.
- B. If an absence is necessitated after a break of time and the absence is a result of the same on the job injury, the absence will be considered an on the job injury, provided the employee furnishes a medical certificate from his personal physician and further provided such absence is approved by the insurance carrier.
- C. The Township Council may extend an injury leave with pay up to a maximum of one year upon the written recommendation of a physician appointed by the Township.
- D. All injury leaves shall terminate when the physician appointed by the Township reports in writing that the employee is fit for duty.
- E. Temporary disability payments made as Workmen's Compensation Insurance from any source to an employee while on injury leave shall be deducted from the amount to be paid the employee by the Township during each period he is carried on the Township's payroll.

ARTICLE XX

MILITARY LEAVE

Any employee covered under this Agreement who is a member of the National Guard or Naval Militia of this State or of the Military or Naval Forces of the United States required to undergo Annual Active Duty Training therein, shall be entitled to such additional leave as is provided for by State Law. This article shall not apply to weekend training.

ARTICLE XXI

RULES AND REGULATIONS

A. The Township will discuss with the Association proposed new rules or modifications of the existing rules governing the working conditions before they are established.

B. Copies of all general orders shall be sent to the Association immediately on promulgation.

ARTICLE XXII

NO - STRIKE PLEDGE

A. 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, slowdown, walkout or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. A Strike for the purposes of this article shall be defined as the concerted failure to report for duty or willful absence of employees from their position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employees' duties of employment.

C. In the event of a strike, slowdown, walkout or other job action as above defined, it is covenanted and agreed that participation in any such activity by an Association member shall entitle the Township to terminate employment of such employee or employees subject, however, to the application of the Civil Service law.

D. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, slowdown, walkout or other job action against the Township.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such 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 XXIII

NON-DISCRIMINATION

A. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employee, on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association during working time.

ARTICLE XXIV

CIVIL LIABILITY

A. The Township will provide liability insurance coverage for medical acts performed in the line of duty.

ARTICLE XXV

SEPARABILITY AND SAVINGS

A. If any provision of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in force and effect.

ARTICLE XXVI

PROVISIONS OF ECONOMIC STABILIZATION ACT

A. The Township and the Association recognize the applicability of and agree to fully abide by the provisions of any present and/or future Presidential Executive Orders or legislation which may affect wages, salaries, fringe benefits or any other provision of this agreement.

B. In the event any or all of the salary increases for 1978 or beyond cannot legally be made effective, such increases shall be omitted or proportionately adjusted according to law.

ARTICLE XXVII

FULLY BARGAINED PROVISIONS

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. Subject to law, during the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1978 and shall remain in effect to and including December 31, 1978, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.