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20-04

4/1/78 - 3/31/80 Elizabeth City of
Elizabeth City Hall Supervisor
Ascn.
Union County

CITY HALL SUPERVISORS

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Institute of Management and
Labor Relations
JUL 26 1978
RUTGERS UNIVERSITY

AGREEMENT ENTERED into this 28TH day of June
1978, by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred
to as the City, and the CITY HALL SUPERVISORS ASSOCIATION, hereinafter
referred to as the Association.

ARTICLE 1
RECOGNITION

1. The City hereby recognizes the City Hall Supervisors Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all City Hall Supervisors.

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

ARTICLE 11
ASSOCIATION BUSINESS LEAVE

1. Leaves of absence with pay shall be granted as provided in Section 38:23-2 of the Revised Statutes of New Jersey. Notice of elected delegates to attend convention in accordance with said statute shall be made in writing to the Office of the Business Administrator not less than two (2) weeks in advance by the President of the City Hall Supervisors Association.

2. Failure of employee to return to work promptly upon expiration of authorized leave without reasonable notice satisfactory to the Director shall be subject to disciplinary action in accordance with Civil Service Rules and Regulations.

ARTICLE 111
BULLETIN BOARDS

The Association shall have the use of bulletin boards throughout City Hall. Such boards to be used for the purpose of exhibiting official business of the Association. All material to be posted shall be submitted to the Business Administrator or his designee prior to posting.

ARTICLE IV
GRIEVANCE PROCEDURE AND ARBITRATION

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

- STEP 1. Between the aggrieved employee and his immediate supervisor. If no satisfactory agreement is reached within three (3) working days, then
- STEP 2. between the aggrieved employee in the company of officers of the Association or his attorney in conference with the employee's Director or his designee. Should no acceptable agreement be reached within an additional three (3) working days, then
- STEP 3. the matter shall be referred to the Civil Service Commission.

ARTICLE V
WORK WEEK

The employer shall have the right for the efficient operation of its facilities to make changes in starting and stopping time of the daily work schedule. However, prior to making any change, the Director or Directors involved shall meet with the Association to discuss the proposed changes.

ARTICLE VI
MANAGEMENT RESPONSIBILITY

It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency are solely responsibilities of the City. Accordingly, the City retains the following rights, except as they may be abridged in this Agreement, including, but not limited to selection and direction of the force; to hire; to suspend or discharge for just cause; to assign, promote, demote or transfer to determine the amount of overtime to be worked; to relieve employees from duty for reasons of economy as provided for in N.J.S.A. 11:22-10.0 and N.J.A.C. 4:i-16 et seq., or for other legitimate reasons, not inconsistent with the terms and provisions of this Agreement; to decide on the number and locations of facilities, to determine the work to be performed; amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and control of equipment and materials; and to purchase services of others by contract or otherwise, provided present employees employed at the time of the purchase of services of others shall not be displaced by said purchase, providing said employees are willing, capable and able to perform said functions.

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

ARTICLE VIII
ACCESS

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

ARTICLE VIII
LONGEVITY

All permanent employees covered by this Agreement shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment, as follows -- if the employee's anniversary date falls between January 1 and June 30, he shall be entitled to adjusted longevity pay retroactive to January 1st; if the employee's anniversary date falls between July 1 and December 31, he shall be entitled to adjusted longevity pay retroactive to July 1st. Longevity pay, in the case of salary increases will be credited retroactively to the January 1st preceding the execution date of this contract and will accordingly be computed on the new base salary.

2. The scale of longevity pay shall be as follows:

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

ARTICLE IX
SENIORITY

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

1. discharge
2. resignation
3. absence for five (5) consecutive working days without leave or notice
4. absence for illness, injury or leave without pay for more than one (1) continuous year.

Nothing in this paragraph shall restrict the powers of the employer or the rights of the employee as set forth in Civil Service statutes, rules and regulations.

ARTICLE X
PERSONAL DAY

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

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

This day shall not be accumulated.

ARTICLE XI
VACATIONS

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

1st year - 1 working day per month
(1st 3 months-earned but cannot spend)

<u>BEGINNING</u>	<u>END</u>	
2nd year	5th year	13 working days
6th year	10th year	14 working days
11th year	15th year	17 working days
16th year	20th year	19 working days
21st year	25th year	22 working days
after 25 years		25 working days

2. Vacations shall normally begin following the regular "days off" of the employee.

3. When any vacation or part of it cannot be taken in the calendar year when earned, because of the work load in a department, the same can be taken in the following year with the consent of the department head, but such accumulated vacation days may not be extended beyond the second year.

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

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

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

ARTICLE XII
HOLIDAYS

1. An employee not required to work shall receive time off with straight time pay for each of the following holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas
Labor Day	Martin Luther King Day

2. If any of the above holidays fall on Sunday, Monday shall be considered as the holiday. If the holiday falls on Saturday, the previous Friday shall be considered as the holiday.

3. If one of the above holidays falls within an employee's vacation period, the employee shall not be charged a vacation day for said holiday.

ARTICLE XIII
LEAVE WITHOUT PAY

The appointing authority may grant the privilege of a Leave of Absence without pay to a permanent employee for a period not to exceed six (6) months at any one time.

1. Such Leaves of Absence may be renewed for an additional period not to exceed six (6) months only by formal action of the appointing authority with the approval of the governing body. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons as established by Commission Regulations.

2. Request for such leave shall be in writing to the appointing authority not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested.

ARTICLE XIV
DISCIPLINE AND DISCHARGE

Discipline and discharge of employees shall be as provided in Civil Service statutes, rules and regulations.

ARTICLE XV
INSURANCE

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

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

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

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

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

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

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

ARTICLE XV
INSURANCE (continued)

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

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

ARTICLE XVI
ASSOCIATION PRIVILEGES

Copies of general orders, rules and regulations, and communications affecting wages, hours and other terms and conditions of employment covered by this Agreement shall be furnished to the Association within two (2) working days of their promulgation.

ARTICLE XVII
RULES AND REGULATIONS

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

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

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other supervisor, the City shall have the right, at its option, to suspend, or discharge the offending employee or employees, subject only to the right of employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE XVIII
SICK LEAVE

Sick Leave shall be as provided in Civil Service statutes, rules and regulations.

ARTICLE XIX
MILITARY LEAVE

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

ARTICLE XX
OVERTIME

Supervisors who work thirty (30) hours per week, when required to work overtime will receive the first ten (10) hours in compensatory time, all over forty (40) hours in the work week shall be paid at the rate of one and one-half (1-1/2) times his base hourly rate. Supervisors who work forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times his base hourly pay when he works more than forty (40) hours in the work week.

The employees' base salary is the salary he receives before longevity has been applied.

All overtime must be scheduled and approved by the Supervisor's Director or his designee.

ARTICLE XXI
FUNERAL LEAVE

Leave with pay, not exceeding three (3) days, shall be granted to any employee in the event of a death in his immediate family without penalty of sick leave or vacation time.

Immediate family for purposes of the above is defined as follows:

1. Mother and Father
2. Husband and Wife
3. Children
4. Brother or Sister
5. Mother-in-law and Father-in-law
6. Grandmother and Grandfather
7. Sister-in-law and Brother-in-law
8. Grandchildren of employee or spouse

This provision also applies for any other relative who resides with the employee.

One (1) working day shall be allowed in the event of the death of an Aunt or Uncle.

Special Cases will be referred to the Director.

Sick leave with pay as provided for in this section is intended to be used for the purpose of handling necessary arrangements and attending the funeral of the deceased member of the immediate family and shall neither be accumulated to nor deducted from his normal sick leave above. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

ARTICLE XXII
MATERNITY LEAVE

Upon request in writing to the appointing authority, a regular, full-time employee shall be entitled to a maternity leave of absence not to exceed six (6) months. The employee may request that such leave shall be with pay to the extent of accrued sick leave, otherwise, the time on leave shall be without pay. When an employee is informed by a physician that she is pregnant, the employee shall immediately inform her Director in writing of same. The Director, upon learning that an employee is pregnant, shall require a written statement from the treating physician attesting to the fact that said employee is physically able to continue employment and is able to perform all the duties of her position. The Director shall advise the treating physician of the employee's title and duties prior to the physician preparing the statement as referred to hereinabove.

Employees on maternity leave must return to work not more than sixty (60) days after birth or termination of pregnancy, whichever occurs sooner, unless the employee submits a statement in writing from the treating physician stating the need for an extended leave and indicating the length of such extension.

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

ARTICLE XXIII
JURY DUTY

1. An employee who is called to Jury Duty shall immediately notify his supervisor.
2. An employee who is excused from Jury Duty service on any day shall report for work on such day.
3. An employee shall not be required to report back for work on any day he is in attendance at Court for Jury Duty service, regardless of the employee's shift.
4. Any payment received for Jury Duty must be turned in to the employer through the employee's department head less allowance for travel and meal expense.
5. The employer retains the right to request that the employee be excused from Jury Duty because he is required on the job.

ARTICLE XXIV
BAN ON STRIKES

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.

1. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that they will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, or mass resignations, mass absenteeisms or other similar action which would involve suspension of or interference with normal work performance.

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

ARTICLE XXV
DISCRIMINATION AGAINST ASSOCIATION MEMBERS

The City agrees that neither it nor any of its supervisors or representatives shall interfere with, coerce, intimidate or discriminate against any employee because of membership or activity in the Association.

ARTICLE XXVI
SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or Court decision cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE XXVII
TRAVEL ALLOWANCE

All employees covered by this Agreement who are required to use privately-owned automobiles in the performance of their daily duties shall be reimbursed for such use at the rate of thirteen (13) cents per mile.

The use of all privately-owned automobiles must be authorized by the Director in charge or his designee.

ARTICLE XXVIII
WAGES

Effective April 1, 1978, regular, full-time employees covered by this agreement shall receive an across-the-board increase of \$400.00 as reflected in Appendix "A" hereto attached.

Effective January 1, 1979, regular, full-time employees covered by this agreement shall receive an across-the-board increase of \$600.00 as reflected in Appendix "B" hereto attached. In addition those covered employees eligible within the terms of the City's salary schedule shall receive one (1) increment, however, no employee will be paid a salary rate above the maximum of the range for his title.

Effective January 1, 1980, regular, full-time employees covered by this agreement shall receive one (1) increment, however, no employee will be paid a salary rate above the maximum of the range for his title.

APPENDIX "A"

	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>
130S	17,100.00	18,900.00	450.00	4
230S	16,500.00	18,300.00	450.00	4
330S	15,800.00	17,600.00	450.00	4
430S	15,200.00	17,000.00	450.00	4
530S	14,900.00	16,700.00	450.00	4
630S	14,600.00	16,400.00	450.00	4
730S	14,300.00	16,100.00	450.00	4
830S	14,000.00	15,800.00	450.00	4
930S	13,700.00	15,500.00	450.00	4
1030S	13,400.00	15,200.00	450.00	4
1130S	13,100.00	14,900.00	450.00	4
1230S	12,800.00	14,600.00	450.00	4
1330S	12,500.00	14,300.00	450.00	4
1430S	12,200.00	14,000.00	450.00	4
1530S	11,900.00	13,700.00	450.00	4
1630S	11,600.00	13,400.00	450.00	4
1730S	11,300.00	13,100.00	450.00	4
1830S	11,000.00	12,800.00	450.00	4
1930S	10,700.00	12,500.00	450.00	4
2030S	10,400.00	12,200.00	450.00	4
2130S	10,100.00	11,900.00	450.00	4
2230S	9,800.00	11,600.00	450.00	4
140S	14,250.00	16,500.00	450.00	5
240S	13,150.00	15,400.00	450.00	5
340S	12,150.00	14,400.00	450.00	5
440S	11,450.00	13,700.00	450.00	5

Appendix A-2

<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>
130S	17,100.00	18,900.00	450.00	4
	Municipal Comptroller Data Process Supervisor *****			
230S	16,500.00	18,300.00	450.00	4
	Health Officer *****			
430S	15,200.00	17,000.00	450.00	4
	Assistant Municipal Engineer Recreation Superintendent *****			
530S	14,900.00	16,700.00	450.00	4
	Personnel Officer Purchasing Agent *****			
630S	14,600.00	16,400.00	450.00	4
	Assistant Municipal Comptroller Assistant Municipal Treasurer Chief Assistant Assessor Chief Clerk-Water Utility Chief Sanitary Inspector Director of Public Health Nurses Supervisor of Licenses Superintendent of Buildings Superintendent of Housing & Inspections Coordinator of Community Projects *****			
930S	13,700.00	15,500.00	450.00	4
	Municipal Court Clerk *****			
1030S	13,400.00	15,200.00	450.00	4
	Chief Electrical Inspector Plumbing Inspector Deputy Municipal Clerk Superintendent of Weights & Measures Senior Engineer *****			
1230S	12,800.00	14,600.00	450.00	4
	Assistant Welfare Director Chief Clerk-Accounts & Controls Supervisor of Public Health Nurses Treasurer P.E.R.S. Registrar Vital Statistics *****			

Appendix A-3

<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>
1530S	11,900.00	13,700.00	450.00	4
	Asst. Chief Clerk-Accounts & Controls Asst. Chief Clerk-Water Utility Chief Clerk-Health, Welfare & Housing Deputy Municipal Court Clerk Recreation Supervisor of Mens & Boys Activities Recreation Supervisor of Womens & Girls Activities Senior Public Works Inspector Supervisor Welfare Investigators *****			
140S	14,250.00	16,500.00	450.00	5
	Chief E.M.S. *****			
240S	13,150.00	15,400.00	450.00	5

340S	12,150.00	14,400.00	450.00	5
	Building Maintenance Foremen *****			
440S	11,450.00	13,700.00	450.00	5
	Senior E.M.S. Technicians (Supervisors) *****			

APPENDIX "B"

	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>
130S	17,700.00	19,500.00	450.00	4
230S	17,100.00	18,900.00	450.00	4
330S	16,400.00	18,200.00	450.00	4
430S	15,800.00	17,600.00	450.00	4
530S	15,500.00	17,300.00	450.00	4
630S	15,200.00	17,000.00	450.00	4
730S	14,900.00	16,700.00	450.00	4
830S	14,600.00	16,400.00	450.00	4
930S	14,300.00	16,100.00	450.00	4
1030S	14,000.00	15,800.00	450.00	4
1130S	13,700.00	15,500.00	450.00	4
1230S	13,400.00	15,200.00	450.00	4
1330S	13,100.00	14,900.00	450.00	4
1430S	12,800.00	14,600.00	450.00	4
1530S	12,500.00	14,300.00	450.00	4
1630S	12,200.00	14,000.00	450.00	4
1730S	11,900.00	13,700.00	450.00	4
1830S	11,600.00	13,400.00	450.00	4
1930S	11,300.00	13,100.00	450.00	4
2030S	11,000.00	12,800.00	450.00	4
2130S	10,700.00	12,500.00	450.00	4
2230S	10,400.00	12,200.00	450.00	4
140S	14,850.00	17,100.00	450.00	5
240S	13,750.00	16,000.00	450.00	5
340S	12,750.00	15,000.00	450.00	5
440S	12,050.00	14,300.00	450.00	5

Appendix B-2

<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>
130S	17,700.00	19,500.00	450.00	4
	Municipal Comptroller Data Process Supervisor *****			
230S	17,100.00	18,900.00	450.00	4
	Health Officer *****			
430S	15,800.00	17,600.00	450.00	4
	Assistant Municipal Engineer Recreation Superintendent *****			
530S	15,500.00	17,300.00	450.00	4
	Personnel Officer Purchasing Agent *****			
630S	15,200.00	17,000.00	450.00	4
	Assistant Municipal Comptroller Assistant Municipal Treasurer Chief Assistant Assessor Chief Clerk-Water Utility Chief Sanitary Inspector Director of Public Health Nurses Supervisor of Licenses Superintendent of Buildings Superintendent of Housing & Inspections Coordinator of Community Projects *****			
930S	14,300.00	16,100.00	450.00	4
	Municipal Court Clerk *****			
1030S	14,000.00	15,800.00	450.00	4
	Chief Electrical Inspector Plumbing Inspector Deputy Municipal Clerk Superintendent of Weights & Measures Senior Engineer *****			
1230S	13,400.00	15,200.00	450.00	4
	Assistant Welfare Director Chief Clerk-Accounts & Controls Supervisor of Public Health Nurses Treasurer P.E.R.S. Registrar Vital Statistics *****			

Appendix B-3

<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>
1530S	12,500.00	14,300.00	450.00	4
	Asst. Chief Clerk-Accounts & Controls Asst. Chief Clerk-Water Utility Chief Clerk-Health, Welfare & Housing Deputy Municipal Court Clerk Recreation Supervisor of Mens & Boys Activities Recreation Supervisor of Womens & Girls Activities Senior Public Works Inspector Supervisor Welfare Investigators			

140S	14,850.00	17,100.00	450.00	5
	Chief E.M.S.			

240S	13,750.00	16,000.00	450.00	5

340S	12,750.00	15,000.00	450.00	5
	Building Maintenance Foremen			

440S	12,050.00	14,300.00	450.00	5
	Senior E.M.S. Technicians (Supervisors)			

ARTICLE XXIX
EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the City and the Association or any individual employee covered by this Agreement is hereby superceded.

ARTICLE XXX
APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to supervisors covered by this Agreement shall be specifically to the appropriation of adequate necessary funds therefor by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XXXI
TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from April 1, 1978, through and including the 31st day of March, 1980. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

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

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 28th day of June, 1978.

CITY OF ELIZABETH
APPROVED
BY: <i>[Signature]</i>
PHYSICAL CONDITIONS
TERMS & CONDITIONS
REGULATED

THE CITY OF ELIZABETH

BY: *Thomas G. Dunn*
Thomas G. Dunn, Mayor

ATTEST:

John J. Dwyer
John J. Dwyer, City Clerk

CITY HALL EMPLOYEES SUPERVISORS ASSOCIATION

BY: *Frank A. Hanna*
Regina Buckley