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73-74

AGREEMENT ENTERED INTO THIS 7<sup>th</sup> DAY OF December, 1973

by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as "the City" and ELIZABETH POLICE SUPERIOR OFFICERS ASSOCIATION, hereinafter referred to as "Superior Officers" or the "Association".

ARTICLE I  
RECOGNITION

1. The City hereby recognizes the Elizabeth Police Superior Officers Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all full-time, uniformed Police Department employees of the rank of Sergeant, Lieutenant and Captain, excluding all others.

2. Unless otherwise indicated, the terms "Superior Officer", "Superior Officers", "employee", or "employees", when used in this Agreement, shall refer to all persons represented in the above-defined unit.

ARTICLE II  
ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP)

Employees covered by this Agreement at the time it is executed and who are members of the Association at that time shall be members for the duration of this Agreement and the City will not honor revocations from any employee covered by this provision, except as provided herein.

Employees not members of the Association and who desire membership shall confirm their desire to join for the duration of this Agreement by initiating their Association application form and dues deduction authorization forms.

All deductions under this Article shall be subject to revocation by the employees who executed such assignments, upon giving at least thirty (30) days written notice, immediately prior to the expiration date of this Agreement, to assignees and the City Comptroller. The City Comptroller and the City Treasurer shall thereafter cease withholding any monies whatever under such assignments.

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. Money checked off shall be remitted by the 1st and 15th of each month, unless otherwise mutually agreed upon. Once payment is made the City or any of its officers and employees shall be released from all liability to the

ARTICLE II  
ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP) (Cont'd)

employee-assignors and to the assignees under such assignments.

If any provision in this Contract is deemed to be invalid under any applicable statutes or laws, said invalidity shall in no way affect the remaining provisions of this Contract.

ARTICLE III  
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. PROCEDURE:

- STEP 1. In the event that any difference or dispute should arise between the City and the Association or the employees over the application or interpretation of the terms of this Agreement, an earnest effort shall be made within five (5) working days after the occurrence of the grievance or employee knowledge thereof, to settle such difference immediately between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally.
- STEP 2. If no satisfactory agreement is reached, then the grievance shall be reduced to writing and submitted to the employee's commanding officer.
- STEP 3. If no satisfactory agreement is reached within three (3) calendar days after Step 2, then a conference will be arranged with the Division Commander and/or Chief of Police.
- STEP 4. Should no acceptable agreement be reached within an additional three (3) calendar days, then the matter shall be submitted to the Director who shall have five (5) days to submit his decision. The Director's decision shall be given in writing to the aggrieved employee with a copy to the Association.

The aggrieved employee has a right to representation by an official of the Association in Steps 1, 2, 3 and 4 above. The parties may, by mutual agreement, waive Steps 1, 2, 3 and 4.

- STEP 5. Arbitration: Within two (2) weeks of the transmittal of the written answer by the Director, if the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to the Civil Service Commission or to Arbitration as hereinafter set forth.

Any employee who elects to proceed to arbitration shall be deemed to have waived his right to submit his grievance to the Department of Civil Service.

Either party may submit the grievance to P.E.R.C. or the New Jersey State Board of Mediation requesting that an impartial arbitrator be appointed in accordance with their rules and regulations.

ARTICLE III  
GRIEVANCE PROCEDURE AND ARBITRATION (Cont'd)

The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on both parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties. Only the employer or the Association shall have the right to submit a grievance to arbitration.

Section 2. GENERAL PROVISIONS:

(a) Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself provided notification of all meetings, steps and grievance answers are given to the Association and a member of the Association is given the opportunity to be present at all steps of the grievance procedure.

(b) The steps provided for herein may be waived by mutual agreement of the parties.

(c) If the City or the Association fails to meet and/or answer any grievance within the prescribed time limits as herein provided, such grievance may be processed to the next step.

ARTICLE IV  
WORKWEEK

1. It is agreed that the normal workweek for unit employees performing police department duties shall be eight (8) hours per day, five (5) days a week, Monday through Sunday, for an average total of forty (40) hours per week.

2. On the declaration of an official emergency, as defined by N.J.R.S. 40:47-12.12, the provision above shall not apply.

3. Work schedules shall be at the discretion of the Director. Every effort will be made by the Director to provide shift workers with a day tour every third week, provided there is no interference with efficient operation of the Department.

ARTICLE V  
EXTRA TIME

1. Whenever an employee voluntarily works in excess of his regularly assigned workweek or work schedule in non-emergency detail as provided for in Article IV, in addition to any other benefits to which he may be entitled, he shall receive extra time in money for such work at one

ARTICLE V  
EXTRA TIME (Cont'd)

and one half (1 1/2) times the base hourly rate which he received for his regularly assigned duty in accordance with the City Ordinance. In the event of an official emergency, overtime will be compulsory and non-compensable.

2. (a) Whenever extra time work paid in money is required, it shall be rotated amongst employees who choose to be on the roster. Men designated as "limited duty" for medical reasons shall not be included on this list. If an employee refuses an assignment to work extra time, he shall be considered as having worked such extra assignment for the purpose of maintaining a proper order of rotation for future assignments.

(b) When an employee has finished his tour of duty, and is called back for a purpose such as, but not limited to court appearances required in connection with official police duties but excluding civil suits, he shall be guaranteed a minimum of three (3) hours straight time. If the time actually spent on the callback is three (3) hours or more, it is agreed that travel time shall not be paid for.

ARTICLE VI  
HOLIDAYS

1. An employee not required to work shall nevertheless receive wages based upon eight (8) hours straight time hourly rate of pay for each of the following holidays:

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

provided that he is on the job and available for work his last full scheduled workday before and his first full scheduled workday after the holiday, even though in different workweeks, except in case of verified illness or injury.

ARTICLE VI  
HOLIDAYS (Cont'd)

2. In the interest of efficient operation, the Department employees may be released even though scheduled to work on the holiday, or day celebrated as the holiday, provided notice of one (1) week is given. And further provided, the employee shall be required to take time off only if he has in excess of ten (10) days due him.

3. When an employee works on any of the above holidays or if the holiday falls within the employee's vacation period, he is credited with eight (8) hours of time off to be awarded at a future date to be determined by his commanding officer. Holiday time shall be credited on the first working day of each month unless otherwise decided by mutual agreement of the employee and his commanding officer.

4. Extra holidays declared to be such by the President, Governor, or Mayor shall be granted to the employees as additional compensatory time off.

5. Time off taken by an employee covered by this Agreement shall be deducted on an hour for hour basis.

ARTICLE VII  
LONGEVITY

1. All full-time, permanent employees of the Police Department in the classified service of Civil Service and covered by this Agreement, shall be entitled to 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 falls between January 1 and June 30, he shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July and December 31, he shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to January 1, 1973 for the first year of this Agreement and January 1, 1974 for the second year of this Agreement and will accordingly be computed on the new base salary. If an employee receives an adjustment in his salary due to promotion during the calendar year, longevity pay will not be changed until the following January 1st; as of the following January 1st, the longevity pay will be computed on the new base salary.

ARTICLE VII  
LONGEVITY (Cont'd)

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 VIII  
CLOTHING ALLOWANCE

1. All employees of the Police Department covered by this Agreement shall be entitled to a Clothing Allowance of \$150.00 payable the second pay period of April each year.

2. Employees shall be responsible for proper maintenance of all clothing. Clothing shall not be used by the employee except during the performance of assigned duties. Upon inspection by his commanding officer, if an employee's clothing or equipment is judged to be in need of replacement, he shall be obligated to replace it.

3. There shall be no change in uniform or in uniform specifications during the Contract period unless the City and the Police Superiors Association agree to such change in writing.

ARTICLE IX  
LEGAL REPRESENTATION

The City and the bargaining unit agree to be bound by the mandatory provision of N.J.S.A. 40A:14-155 which reads as follows:

"Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense."

ARTICLE IX  
LEGAL REPRESENTATION (Cont'd)

A. Civil Actions

1. The City agrees to continue to maintain in full force and effect all insurance coverage now provided by the employer for the benefit of, and covering employees of the employer and specifically employees who are members of the bargaining unit covered by this Agreement.

2. The City agrees to furnish all necessary legal advice and representation in the defense of civil charges and allegations brought in any legal action against a member of the bargaining unit covered by this Agreement, and shall undertake to defend or arrange for the defense of members of the bargaining unit. In the event of a judgment against a member of the bargaining unit arising out of or incidental to the performance of his duty, the City agrees to pay for said judgment or arrange for the payment of said judgment.

3. The City reserves the right to determine in what manner legal advice, counsel, representation and defense shall be afforded members of the bargaining unit, including, but not limited to, the providing of necessary liability insurance, and any other form of insurance protection which the City may deem necessary and adequate in its discretion.

4. It is specifically understood between the parties to this Agreement that a judgment of "punitive damages" which may be recovered against a member of the bargaining unit is specifically exempt from the requirement of representation or payment by the City and the employee or employees shall be responsible in an individual capacity for the payment of any judgment of "punitive damages" which may be rendered against them by a court of competent jurisdiction.

5. In the event that a judgment of "punitive damages" is recovered against a member of the bargaining unit, then in that event, subject to the provision of paragraph 4 above, said member may, through his bargaining representative, appeal to the Elizabeth City Council for a hearing upon the member's application that facts may be present which justify payment of said judgment by the City as authorized by the City Council.

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

ARTICLE XI  
VACATION

1. Effective January 1st, 1973, employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

0 to less than 1 year of continuous service . . . . .	1 day per month of service prior to April 1 of each year
1 year to less than 5 years of continuous service . . . . .	15 working days
5 years to less than 15 years of continuous service . . . . .	20 working days
15 years of continuous service and over . . . . .	25 working days

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.

In computing vacation eligibility, the employee must have completed his 1st, 5th and 15th years of continuous service as of April 1, the starting date of the vacation period.

2. Vacations shall normally begin on Monday.

3. Vacation time must be used in the vacation year in which it is earned. However, one year's accumulation may be carried into the next succeeding year. Should circumstances warrant, this provision may be waived by the Business Administrator and the Director.

4. The vacation period shall be from the first day of April through the 31st day of March of the following calendar year.



ARTICLE XI  
VACATION (Cont'd)

5. Vacations shall be scheduled by the Director. Vacation periods may be split if necessary for Departmental efficiency. Where the efficiency of the Department is not jeopardized, every effort shall be made to give at least two (2) weeks vacation during the ten (10) prime summer weeks commencing during the last week of June and ending during the first week of September, it being the intent of the parties to approximate as closely as possible in this provision the summer recess of the children in the Elizabeth School System.

6. Any employee of the Department, 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, effective thirty (30) days prior to the date of retirement. It is understood and agreed that the retiring employee must give sufficient notice of retirement to enable him to use up accrued time off, or such time will be forfeited. 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.

The widow or estate shall also receive earned pay for any accrued time that is owed to the employee as a result of accumulated, non-compensated overtime.

ARTICLE XII  
LEAVE WITHOUT PAY

Any covered employee desiring leave without pay for personal reasons, up to a maximum period of ninety (90) days, shall make a request in writing to the Director not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested. Leaves may be granted or denied at the discretion of the Director. Extensions of such leaves may be granted providing that at least two (2) weeks prior to the date on which the initial and subsequent leave would terminate the employee requests said extension of the Director. Falsification of the reason for leave or failure to return promptly at the expiration of a leave, shall be considered reason for summary discharge. Leaves shall be granted or denied in writing. At the request of the Director, returning employee may be required to undergo a physical examination by the Department physician prior to reinstatement.

ARTICLE XIII  
FUNERAL LEAVE

A regular, full-time employee who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law and mother-in-law, as well as grandmother and grandfather. Special cases will be referred to the Director.

ARTICLE XIV  
SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

- (a) discharge
- (b) resignation
- (c) failure to return promptly upon expiration of authorized leave
- (d) absence for illness or injury for more than one (1) continuous year

ARTICLE XV  
BAN ON STRIKES

It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.

ARTICLE XV  
BAN ON STRIKES (Cont'd)

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there shall not be and that the Association, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations, mass absenteeism, or other suspension of or interference with normal work performance.

The Director shall have the right to discipline, up to and including discharge, any employee in violation of this Article.

ARTICLE XVI  
FLEXIBILITY OF ASSIGNMENT

1. Employees, regardless of regular assignment, may be reassigned to perform any duty related to their profession as police officers, including duties connected with the supervision of: (a) prevention and detection of crime; (b) enforcement of laws and ordinances; (c) protection of life and property; (d) arrest of violators of the law; (e) direction of traffic; (f) regulation of non-criminal behavior of the citizenry; (g) preservation of the peace.

2. An exception of specific duties can be made where employees are on the medical "limited duty" list and cannot perform said duties.

3. Effective January 1, 1973, employees acting in a higher title for at least eight (8) hours shall be paid for such work at the higher rate of pay, but employee's longevity shall be based on his pay in his permanent position.

A clear delineation of the Elizabeth Police Department policy relative to superior officers working in an "Acting Capacity":

A Patrol Desk Lieutenant vacancy for an 8-hour period will be the only position which shall be filled automatically with an "Acting" Desk Lieutenant. All other superior vacancies in all other Units and Divisions in the Police Department will be filled with "Acting" superiors only after receiving approval from the Director, Chief, Deputy Chiefs, or the next man in the chain of command, as stipulated in General Order #62-3 (Part 1 only) dated October 30, 1973. The position of Patrol Desk Lieutenant will be filled in the following order:

ARTICLE XVI  
FLEXIBILITY OF ASSIGNMENT (Cont'd)

A. When a Patrol Desk Lieutenant position becomes vacant for an 8-hour period, the Field Lieutenant or other Patrol Duty Lieutenant shall automatically fill in as Desk Lieutenant.

B. When the Patrol Desk Lieutenant position becomes vacant and there is no Patrol Duty Lieutenant to fill the position, an "off duty" Lieutenant will be offered the vacant tour of duty on an overtime basis.

C. If there is no Lieutenant to fill the vacant Desk Lieutenant position, the senior-on-duty Field Sergeant shall automatically assume the "Acting" Desk Lieutenant's position and receive flat Lieutenant's pay.

D. If the removal of a Field Sergeant results in a serious shortage of field supervisors, an off-duty Sergeant shall be assigned to the field on an overtime basis.

E. In the event special circumstances make it necessary for an off-duty Sergeant to work the Patrol Desk assignment, the Sergeant shall only have the option of being paid time and one-half Sergeant's pay or flat "Acting" Lieutenant's pay. No Sergeant may be paid time and one-half Lieutenant's pay.

ARTICLE XVII  
REIMBURSEMENT

1. Rates -

(a) Meals shall be paid for or reimbursement by the City at the rate of \$3.00 per meal.

(b) Mileage - In the event a member of the organization uses his own vehicle for transportation, mileage shall be computed to and from Elizabeth Police Headquarters at the rate of ten cents (\$.10) per mile.

2. Terms and Conditions of Reimbursement -

(a) Schools - Members of the Organization shall be paid for meals and mileage, if not provided, while attending a Police Academy or any other institution that he is ordered or authorized to attend.

(b) Court Appearances - Meals and mileage expense shall be paid to all off-duty members of the Organization while attending Court of Administrative hearings out of the City with the exception of Civil Court, if the Director does not provide transportation, or it is not practical to eat at home.

ARTICLE XVII  
REIMBURSEMENT (Cont'd)

(c) Other Assignments - Meals and mileage shall be paid to any member of the Organization while on any official assignment for the Department when an official car is not available and/or when it is not practical for the member of the Organization to eat at home.

(d) Tolls - All members of the Organization shall be compensated for any toll expense incurred while acting in any capacity herein. This shall include parking fees, provided said member submits the receipts for the tolls and parking fees.

ARTICLE XVIII  
RULES AND REGULATIONS

The Director may establish and enforce binding rules and regulations in connection with the operation of the Police Department 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 application of this Agreement shall not in any way hamper enforcement of the Departmental rules and regulations.

It is understood that employees shall comply with all rules and regulations of the Department, and order or directives issued by the Director or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the 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 as set forth in Article III 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 a superior officer, appropriate action shall be within the province of the superior officer within the framework of Department rules and regulations, subject only to the right of employees to file a grievance.

ARTICLE XIX  
INJURY LEAVE

1. Whenever an employee shall be injured, ill or disabled from any cause, except in connection with outside employment, so as to be physically unfit for duty during the period of such disability, the City may grant a leave of absence with pay up to a maximum period of one (1) year commencing from the date of such injury, illness or disability.

2. Any payments from temporary disability insurance or Workmen's Compensation insurance received by the employee shall be credited toward the pay referred to above.

3. Injury, illness or disability must be evidenced by a certificate of a physician designated by the department to examine the employee.

4. Whenever a civil suit is instituted in connection with his employment, the employee must notify the Director immediately upon institution of such suit.

ARTICLE XX  
SICK LEAVE

The present sick leave plan pertaining to non-occupational injuries and illness shall continue in effect for the duration of this Agreement.

ARTICLE XXI  
DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the Director from discharging or otherwise disciplining any employee, regardless of his seniority, for just cause subject to Civil Service rules and regulations. Grounds for summary discharge shall include, but not be limited to, drunkenness on the job, dishonesty, careless use or abuse of City property, insubordination, negligence in the performance of duties and incompetence.

In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Association, with permission of the employees, shall have the right to file a grievance, which must be in writing, within ten (10) calendar days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance procedure herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

ARTICLE XXII  
MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the City. Accordingly, the City (Police Director) retains the following rights, except as specifically provided in this Agreement, including, but not limited to, selection and direction of the force: to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, demote, or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

ARTICLE XXIII  
WAGES

The wage rates for covered employees shall be as set forth in Appendix "A", attached hereto.

ARTICLE XXIV  
ECONOMIC STABILIZATION PROGRAM

The payment of any wage, salary or other financial benefit as provided for herein is specifically subject to, and conditioned upon, the provisions herein being approved and in conformity with the requirement and guidelines as established by those agencies created as a result of President Richard M. Nixon's Economic Stabilization Program. It is specifically intended that no provision contained herein shall be in violation of any requirement or guideline imposed as a result of the Economic Stabilization Program of the President of the United States.

ARTICLE XXV  
APPROPRIATION OF FUNDS

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

ARTICLE XXVI  
EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

ARTICLE XXVII  
TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 1973 through and including the 31st day of December, 1974. 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.

ARTICLE XXVIII  
SEVERABILITY CLAUSE

In the event that any article or portion of this Agreement is declared invalid by any Court of competent jurisdiction, or invalidated by the judicial determination of any Court of competent jurisdiction, said article or portion of this Agreement shall have no force or effect. However, the invalidity of any article or portion of this Agreement shall not affect the validity of any remaining articles or portions of this Agreement, same remaining in full force and effect for the duration of this Contract.



IN WITNESS WHEREOF, the parties have caused their names to  
be signed on this 7<sup>th</sup> day of December, 1973.

THE CITY OF ELIZABETH  
(New Jersey)

ELIZABETH POLICE SUPERIOR OFFICERS  
ASSOCIATION

By: Thomas A. Dwyer

By: August R. Horne

ATTEST: John J. Dwyer  
JOHN J. DWYER, City Clerk,

APPROVED  
FOR  
RECORD  
BY  
CITY CLERK  
J.B.K.  
12/7/73

APPENDIX "A"

Salary Schedule - 1973

	<u>Base Salary</u>
POLICE CAPTAIN (7)	\$15,300.00
POLICE LIEUTENANT (16)	14,300.00
POLICE SERGEANT (30)	13,300.00

Salary Schedule - 1974

	<u>Base Salary</u>
POLICE CAPTAIN (7)	\$16,150.00
POLICE LIEUTENANT (16)	15,150.00
POLICE SERGEANT (30)	14,150.00