

THIS BOOK DOES
NOT CIRCULATE

CONTRACT AGREEMENT BETWEEN

CITY OF JERSEY CITY

AND

POLICE SUPERIOR OFFICERS ASSOCIATION
OF JERSEY CITY

1974-1975

Hudson County

LIBRARY
Institute of Management and
Labor Relations

14 1976

RUTGERS UNIVERSITY

9/20/74

F

923

Original contract

Attache

signed
x6?

Superior officers

with the police
of Jersey City

APPROVED	Absent
HAYES	✓
MARTELLA	✓
MASSA	✓
PEPIN	✓
PURMISE	✓
SHAW	✓
THORNTON	✓
ZANFELLI	✓

The Council (as a whole) offered and moved adoption of the following resolution:

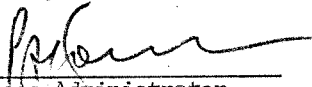
WHEREAS agreements have been entered into after bargaining sessions by and between the City of Jersey City and the POLICE SUPERIOR OFFICERS ASSOCIATION OF JERSEY CITY and

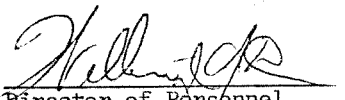
WHEREAS, the said agreements fully contain all that had heretofore been agreed upon by the parties; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City that the agreements entered into by and between the City of Jersey City and the POLICE SUPERIOR OFFICERS ASSOCIATION OF JERSEY CITY are hereby approved, and the Mayor or Business Administrator is hereby authorized to sign said agreements in behalf of the City of Jersey City.

THE CITY CLERK PARTICIPATED IN THE FOREGOING RESOLUTION ON TOLL CALL. IT WAS ADOPTED BY THE FOLLOWING VOTE:

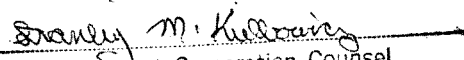
APPROVED:


Business Administrator


Director of Personnel

Corporation Counsel

APPROVED AS TO LEGAL FORM


Assistant Corporation Counsel

PREAMBLE AND INTRODUCTORY STATEMENT

This agreement is entered into this 1st day of October, 1974 by and between the City of Jersey City, hereinafter called the City and the Jersey City Police Superior Officers Association, Inc., hereinafter called the Association.

POLICE SUPERIOR OFFICERS ASSOCIATION OF JERSEY CITY

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble and Introductory Statement	1
I	Recognition	2
II	Maintenance of Standards	3
III	Association Privileges	4
IV	Retention of Civil Retirement and Pension Rights	6
V	Leaves of Absence	7
VI	Dues Deductions	9
VII	Management Rights	10
VIII	Association Notification	11
IX	Work Day and Work Week	12
X	Vacations	13
XI	Insurance, Health and Welfare	14
XII	Exchange of Days Off or Hours of Duty	15
XIII	Holidays-Compensatory Time-Overtime	16
XIV	Clothing Allowance	18
XV	Terminal Leave	19
XVI	Military Leave	20
XVII	Bulletin Boards	21
XVIII	No Individual Extra Contract Agreements	22
XIX	Grievance Procedure	23
XX	Salaries	26
XXI	Longevity	27
XXII	Changes in Schedule	28
XXIII	Compensatory Time List	29
XXIV	Compensatory Time Refund	30
XXV	Payment For Overtime Worked	31
XXVI	Guaranteed Overtime	32
XXVII	Requests for Time Off	33
XXVIII	Motor Vehicle Allowance	34
XXIX	Expenses	35
XXX	Tuition Reimbursement	36
XXXI	Temporary Appointments	37
XXXII	Special Training	38
XXXIII	Safety and Health Committee	39
XXXIV	Final Severance Compensation	40
XXXV	Estate Benefits	41
XXXVI	Honorable Mention and Commendations	42
XXXVII	Duration of Agreement	43
XXXVIII	Savings Clause	44
XXXIX	Applicable Laws	45
XL	Table of Organization	46
XLI	Changes, Supplements or Alterations	47
XLII	Fully Bargained Provisions	48

ARTICLE I - RECOGNITION

Section 1: The City recognizes the Association as the exclusive representative for all police officers employed by the City from the rank of sergeant on up.

Section 2: Whereas, the City has formerly recognized the position of Chief of Police to be included in this bargaining unit, and

Whereas, it has been agreed to between the parties.

It is agreed that the parties shall jointly petition the Public Employment Relations Commission (PERC) for a determination as to whether the position of Chief of Police shall be included within this bargaining unit, and the parties agree to be bound by the determination of PERC.

ARTICLE II - MAINTENANCE OF STANDARDS

Section 1: All conditions of employment relating to wages, hours of work and general working conditions presently in effect which are department wide (universal) in nature shall be maintained, except as qualified, modified, expanded or decreased by this agreement.

Section 2: In addition thereto this agreement is not intended to diminish in any way any rights granted the members of this bargaining unit by way of Federal, State or Municipal Law.

ARTICLE III ASSOCIATION PRIVILEGES

Section 1: Authorized representatives of the Association, not to exceed three (3) in number at any time, shall be permitted to visit Police Headquarters, or any Police Department facility, and with prior notice, the office of the Police Director for the purpose of ascertaining whether this Agreement is being observed. This right shall be exercised reasonably. Upon entering the premises the authorized representative(s) of the Association shall notify the Unit Commander, or in his absence, his authorized representative. Association representatives shall not interfere with the normal conduct of work within the Police Department.

Section 2: The president of the Association, or in his absence his designee, shall be assigned to special duty day tour, and except in emergencies shall be entitled to devote full time to administering and enforcing the policies of this agreement.

Section 3: During negotiations, Association representatives so authorized by the Association, not to exceed five (5) in number, shall be excused from their normal duties for such periods of negotiation as are mutually scheduled by the parties.

Section 4: The City agrees to grant time off, not to exceed one (1) week for any given Convention or meeting, to any

employee(s) designated by the Association to attend P.B.A., State and/or International meetings or conventions, provided seventy-two (72) hours written notice be given to the Director of the Department by the Association. Not more than seven (7) employees shall be granted time off at any one time for this purpose.

Section 5: Two (2) employees, designated by the Association, shall be granted time off from their normal duties, at full pay to attend sessions of the N.J. Legislature, and the Municipal Council of the City of Jersey City, provided police operations are not impeded by same.

Section 6: Employees who are officers, delegates, trustees and/or alternates of the Association, not to exceed nine (9) in number, shall be excused from duty for regular and special meetings of the Association so long as the Department's operations are not impeded.

ARTICLE IV -RETENTION OF CIVIL RETIREMENT AND PENSION RIGHTS

Section 1: Employees shall retain all civil rights under New Jersey State Law and under Federal Law consistent with their duties as police superiors.

Section 2: Employees shall retain all retirement and pension rights under New Jersey Law and under Ordinances of the City of Jersey City.

ARTICLE V LEAVES OF ABSENCE

Section 1: SIX (6) MONTH LEAVE

- a. Upon request a leave of absence, without pay, for up to six (6) months may be granted to any member of this bargaining unit who has been employed for a period of ninety (90) days.
- b. Said leave shall be granted at the discretion of the City of Jersey City.
- c. The leave may be extended for up to an additional six (6) months.
- d. Said leave and/or extension shall not be arbitrarily or unreasonably denied.

Section 2: FUNERAL LEAVE

- a. In the event of a death in the immediate family of an employee of this bargaining unit, the employee shall be granted funeral leave, which shall not be charged against his Compensatory Time due.
- b. Funeral Leave shall be granted from the day of death until and including the day after the funeral, not to exceed five (5) days.
- c. Immediate family shall be defined as follows:
mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and any other relative living in the household.

d. Day of funeral for Aunt, Uncle, Niece and Nephew.

Section 3: INJURY LEAVE

a. If an employee is incapacitated and unable to work because of any injury sustained in the performance of police duty, such employee shall be entitled to Injury Leave with full pay during the period in which he is unable to perform his duties. Such leave shall not exceed one (1) year for each injury and shall be determined by the Director of the Division of Medical Services and the Director of Public Safety. Such leave shall not be arbitrarily or unreasonably withheld.

Section 4: SICK LEAVE

a. An employee shall be granted sick leave without loss of pay whenever he is unable to work for reasons of health, up to one (1) year for each illness, pursuant to N.J. State Law (R. S. 40:11-9) and such leave shall be determined by the Director of the Division of Medical Services and the Director of Public Safety. Such leave shall not be arbitrarily or unreasonably withheld.

ARTICLE VI - DUES DEDUCTIONS

Section 1: The City 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 Chapter 310, Public Laws of 1967, N.J.S.A., R.S. 52:14-15.9(e), as amended. Said monies, together with the 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 the deductions were made.

Section 2: If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice prior to the effective date of such change.

Section 3: The Association will provide the necessary check-off authorization form and deliver the signed forms to the Finance Officer.

Section 4: The Association agrees to indemnify and hold harmless the City from any causes of action, claims, loss or damages incurred as a result of this Article.

ARTICLE VII - MANAGEMENT RIGHTS

Section 1: The City 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.

Section 2: The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE VIII - ASSOCIATION NOTIFICATION

Proposed new rules or modifications of existing rules governing working conditions which are discussed in this agreement or which are referred to in this agreement as being department wide (universal) in nature shall be negotiated with the duly authorized representatives of the Association before they are established.

ARTICLE IX -WORK DAY AND WORK WEEK

The normal work day and normal work week of employees shall be the same as presently exists.

ARTICLE X -VACATIONS

Section 1: Annual Vacations shall be granted strictly in accordance with seniority within the Police Department.

Section 2: Vacation periods shall begin January 1st and shall continue through the entire year, subject to the conditions of this Article, further on January 1 vacation time of each employee for the ensuing year becomes vested.

Section 3: The vacation period shall commence January 1st and continue until December 31st of each year. The vacation allowances shall be as follows:

One year to end of five years	- 25 work days.
After five years	- 30 work days.

Section 4: Vacations shall be granted to the Vacation Schedule agreed upon between the City and the Association. Each Employee shall receive at least fifteen (15) working days of his Vacation during the period designated as the "Summer Season", if requested by the Employee. The City may require the balance of the Vacation to be taken at other times of the year designated as "Off-Season", providing that such Vacation must be granted in units of five (5) consecutive working days each.

ARTICLE XI -INSURANCE, HEALTH AND WELFARE

Section 1: The City shall provide and maintain all insurance coverage which is in force and effect at the present time. However False Arrest Insurance will be provided by the City in the greatest amount that is legally possible to a maximum of \$200,000/\$500,000. X

Section 2: The City shall provide employees all necessary legal advice and counsel for the defense of or in the settlement of claims for personal injury, death or property loss or damage arising out of, or in the course of, their employment. The City shall pay and satisfy all judgments against employees for such claims.

Section 3: Employees shall receive fully paid Blue Cross and Blue Shield health insurance, with Rider "J" and Major Medical to cover themselves and their dependents. Retired employees shall receive health insurance as provided by statute.

Section 4: The City will provide Life Insurance in the amount of \$5,000 death benefit and \$5,000 accidental death and dismemberment for each employee. Additionally, retired employees will receive a \$2,000 death benefit at their own cost.

Section 5: The City shall provide insurance coverage for employees and their own vehicles when said vehicles are used on recalls or when used otherwise in the scope of employment. X

ARTICLE XII -EXCHANGE OF DAYS OFF OR HOURS OF DUTY

Section 1: The Police Department may grant the request of any employee of this bargaining unit to exchange hours of duty or day(s) off with another consenting employee of appropriate duty assignment.

Section 2: Such requests shall be granted on a uniform basis with standard rules and regulations applying to all employees of this bargaining unit making such requests.

Section 3: Such requests shall not be unreasonably or arbitrarily denied.

ARTICLE XIII - HOLIDAYS - COMPENSATORY TIME - OVERTIME

Section 1: As of January 1, 1974 and in addition to all other leaves set forth in this agreement, each employee shall receive for the year 1974 eleven (11) holidays three (3) of which shall be with pay and the remaining eight (8) as compensatory days off.

Section 2: As of January 1, 1975 and in addition to all other leaves set forth in this agreement, each employee shall receive for the year 1975 twelve (12) holidays, four (4) of which shall be with pay and the remaining eight (8) as compensatory days off.

Section 3: In addition to the above referred to holidays any day that is declared a holiday by the Mayor or Council of the City of Jersey City shall be deemed a holiday and all other sections of this article shall then pertain.

Section 4: Payment for the holidays referred to in sections 1, 2 and 3 of this article shall be made in the first pay period of December of each year.

Section 5: In addition to the days off mentioned elsewhere in this article employees of this bargaining unit shall be entitled to overtime rates of pay time and one half for all work beyond normal working hours or beyond the normal work week. This section is meant to include but not be limited to all court appearances, all Grand Jury hearings and hearings of public agencies if these appearances are made at times other than the employees regular-

ly scheduled shift.

Section 6: In computing overtime, the first 15 minutes of the first hour of overtime is not compensable. Thereafter the employee is entitled to a full hours pay at the overtime rate of time and one half, for the first hour. Thereafter, the employee is entitled to a full hours pay when any fraction of an hour is worked.

Section 7: Whenever an employee is recalled to duty he shall be entitled to a minimum of four (4) hours of overtime at time and one half.

ARTICLE XIV -CLOTHING ALLOWANCE

Employees of this bargaining unit shall be given the sum of Three Hundred Dollars (\$300.00) clothing allowance per year; one hundred fifty (\$150.00) on January 1st and one hundred fifty (\$150.00) on July 1st.

The above referred to payments shall be made within the first pay period of January and the first pay period of July.

ARTICLE XV -TERMINAL LEAVE

Section 1: Employees who retire shall be granted Terminal Leave immediately prior to retirement.

Section 2: Terminal leave shall be computed at a rate of four (4) calendar days for each calendar year of service.

Section 3: Added to such leave shall be all compensatory time and vacation time which is owed to the retiring employee, accumulated by the employee throughout all his years of service uncompensated for in any other manner, and the entire number of days shall be known as terminal leave.

ARTICLE XVI -MILITARY LEAVE

Section 1: Any Employee ordered to active duty by any component of the United States Armed Forces shall be granted whatever Leave is necessary for such service.

Section 2: The military compensation of any Employee called to active duty shall be the maximum allowable by existing laws and ordinances.

Section 3: Employees who are presently subject to existing Reserve requirements of the National Guard of the Army Reserve shall be covered by the military compensation agreements stated in Section 1 and 2.

ARTICLE XVII - BULLETIN BOARDS

The City shall permit the installation of bulletin boards at the expense of the Association but the Director of Public Safety shall determine the exact locations and sizes of the boards to be installed.

ARTICLE XVIII -NO INDIVIDUAL EXTRA CONTRACT AGREEMENTS

Section 1: The City agrees not to enter into any agreement or contract with its Employees, as defined in Article 1, Section 1, covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE XIX -GRIEVANCE PROCEDURE

Section 1: The purpose of this grievance procedure shall be to settle all grievances between the City and the Association and/or employees as quickly as possible, so as to insure efficiency and promote employees morale.

Section 2: A grievance as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement.

Section 3: Steps of grievance

A. A grievance shall be discussed with the employee(s) involved and the Association representatives with the immediate supervisor designated by the City within 60 days of the alleged grievance. An answer shall be made by the end of the third working Day (following date of submission) by such immediate supervisor, to the Association.

B. If the grievance is not settled through Step (A), the same shall be reduced to writing by the Association and submitted to the Division Commander or any person designated by him, and the answer to such Grievance shall be made in writing, with a copy to the Association, within five (5) days of its submission.

C. If Grievance is not settled by Steps (A) and (B) then the Association shall have the right to submit such Grievance to the Police Director. A written answer to said Grievance shall be served upon the Employee(s)

involved and the Association President or his authorized representative, within seven (7) days of its submission.

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

E. If the Grievance is not settled by Steps (A), (B), and (C), and the aggrieved does not elect to pursue his Grievance under the provisions of the Civil Service Act, then the Association shall have the right to submit such Grievance to an Arbitrator appointed by P.E.R.C. The costs of Arbitration shall be borne by the City and the Association equally.

F. Failure to comply with the time limits set forth above shall be cause for automatic recourse to the succeeding step.

G. The Association President, or his authorized representative may report an impending Grievance to the Police Director to forestall its occurrence.

Section 4: Since adequate Grievance Procedures are provided in this Agreement, the Association agrees that it will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Police Department

Section 5: Nothing herein shall prevent any Employee from processing his own Grievance, provided the Association President or his authorized representative, and/or the Association Attorney may be present as an observer at any hearing on the individual's Grievance.

ARTICLE XX*SALARIES

	<u>JAN. 1, 1974</u>	<u>JULY 1, 1974</u>	<u>JAN. 1, 1975</u>	<u>JULY 1, 1975</u>
Police Sergeant	\$14,750	\$15,600	\$16,000	\$16,800
Police Lieutenant	\$16,850	\$17,700	\$18,100	\$18,900
Police Captain	\$18,950	\$19,800	\$20,200	\$21,000
Deputy Police Chief*	\$21,050	\$21,900	\$22,300	\$23,100
Deputy Police Chief**	\$23,150	\$24,000	\$24,400	\$25,200
Police Chief***	\$25,250	\$26,100	\$26,500	\$27,300

*Deputy police chief's appointed after 1/1/75.

**Deputy police chief's appointed prior to 1/1/75.

*** Not in the bargaining unit, pending P.E.R.C. determination.

ARTICLE XXI - LONGEVITY

In addition to the salaries due members of this bargaining unit and set forth elsewhere in this agreement employees are entitled to the following longevity payments.

5 years of service	- \$200.00 per year
10 years of service	- \$400.00 per year
15 years of service	- \$600.00 per year
20 years of service	- \$800.00 per year
25 years of service	- \$1000.00 per year

ARTICLE XXII -CHANGES IN SCHEDULE

Section 1: No change in schedule of any employee covered by this agreement shall be made unless such employee is given at least 72 hours notice prior to the time that he is regularly scheduled to work or 72 hours prior to the changed reporting time, whichever is greater.

Section 2: In the event 72 hours notice is not given such employee shall be paid time and one half for all hours less than the 72 hours notice.

Section 3: To further facilitate fluctuating manpower needs (i.e. Christmas, Vacations, etc.) three (3) voluntary overtime lists shall be promulgated as follows:

- A. Sergeants and lieutenants - comingled.
- B. Captains.
- C. Inspectors and deputy chiefs - comingled.

Section 4: The overtime lists discussed above shall be composed of volunteers. They shall be rotating and if the man at the top of the list is available, that is, he is not on duty when called, he shall report or his name shall revert to the bottom of the list. Additionally, when a man is called in, and reports, his name reverts to the bottom of the list. If a man cannot report because he is already scheduled to work the same hours then in that event he shall not lose his position on the list.

Section 5: The above shall not pertain in cases of emergency.

Section 6: Emergency is defined in accordance with State Law.

ARTICLE XXIII -COMPENSATORY TIME LIST

Section 1: An accurate record will be maintained by each unit commander of all compensatory time due employees under his command. A book designated as the Compensatory Time Book will be kept by each unit for this purpose. It shall be the responsibility of each employee to see to it that any compensatory time due him is properly entered into said book.

Section 2: This book shall contain all unused vacation time in addition to all unused compensatory time.

ARTICLE XXIV -COMPENSATORY TIME REFUND

The City may with the consent of the employee be relieved of its obligation to grant compensatory time owed to an employee by paying to such employee an amount in cash equivalent to the normal rate of pay for the amount of compensatory time due.

ARTICLE XXV -PAYMENT FOR OVERTIME WORKED

Overtime payments shall be made as follows:

- A. All overtime worked from November 1 through January 31 shall be paid for in the first pay period of March.
- B. All overtime worked from February 1 through April 30 shall be paid for in the first pay period of June.
- C. All overtime worked from May 1 through July 31 shall be paid for in the first pay period of September.
- D. All overtime worked from August 1 through October 31 shall be paid in the first pay period of December.

ARTICLE XXVI -GUARANTEED OVERTIME

Section 1: All employees shall for the last 2 hours of the
normal work week receive time and one half for each hour.

Section 2: This benefit shall be granted all employees for
52 weeks per year.

Section 3: In addition to the benefits above stated all em-
ployees who work steady nights shall receive as part of
their pay an additional \$125.00 per year.

ARTICLE XXVII -REQUESTS FOR TIME OFF

Section 1: Requests for time off (compensatory time) shall be made in writing by the employee at least 3 calendar days before the date(s) requested. The City shall be under no obligation to grant requests upon less notice.

Section 2: Valid requests for time off shall not be arbitrarily or unreasonably denied.

ARTICLE XXVIII -MOTOR VEHICLE ALLOWANCE

Section 1: Members of this bargaining unit who use their vehicles on a full time basis shall receive \$2.25 per day for the use of their vehicle.

Section 2: For those members who use their vehicle on a partial basis, they shall receive a stipend of \$.12¢ per mile.

Section 3: Payments referred to in Sections 1 and 2 of this Article shall be made as follows:

- a. for use of their vehicle for the period from November 1 through January 31 payment shall be made in the first pay period of March.
- b. for use of their vehicle for the period from February 1 through April 30 payment shall be made in the first pay period of June.
- c. for use of their vehicle for the period from May 1 through July 31 payment shall be made in the first pay period of September.
- d. for use of their vehicle for the period from August 1 through October 31 payment shall be made in the first pay period of December.

ARTICLE XXIX -EXPENSES

Section 1: Whenever an employee is sent out of town on an assignment which involves expense, he shall receive in advance a stipend in contemplation of such expenses.

Section 2: This stipend shall equal the expected reasonable expenses that the employee is likely to incur.

Section 3: Whenever an employee is assigned to special schooling by the City, the City shall pay the tuition and expenses in advance.

Section 4: In the event an employee expends more than his allotted stipend such employee shall be reimbursed by the City immediately upon his return to the City and in no event later than pay day for the next pay period.

Section 5: Such expenses shall be limited to those reasonably and necessarily expended in the carrying out of the assignment.

ARTICLE XXX -TUITION REIMBURSEMENT

Section 1: The Police Superior Officers Association, Inc. agrees to designate two people, and the City agrees to designate two people, who shall constitute a tuition reimbursement committee which committee shall be charged with the responsibility of establishing equitable criteria for the administration of the program.

ARTICLE XXXI - TEMPORARY APPOINTMENTS

Section 1: The practice of appointing employees to higher ranks in an acting capacity is discouraged and it is agreed that vacancies in such higher ranks shall be filled as soon as possible, as provided by law.

Section 2: After 90 days in any acting capacity employees will receive the full pay that the position in which the employee is acting, calls for.

ARTICLE XXXII - SPECIAL TRAINING

Section 1: Special Training shall be scheduled during working hours whenever practicable.

Section 2: When not held during regular hours then in that event the time and 1/2 overtime provisions shall apply.

ARTICLE XXXIII - SAFETY AND HEALTH COMMITTEE

Section 1: The Association hereby agrees to create a Safety and Health Committee.

Section 2: The City hereby agrees to designate administrative personnel of the Department of Public Safety to meet periodically with the Safety and Health Committee of the Association. These meetings shall take place as jointly scheduled by the Safety and Health Committee of the Association and the designee(s) of the City.

Section 3: The purpose of the joint committee shall be to generate proposals and suggestions for the maintenance of high safety and health standards for the operation of the Department.

ARTICLE XXXIV -FINAL SEVERANCE COMPENSATION

The employee shall have the option of taking his terminal leave as discussed elsewhere in this agreement as leave or alternatively he may at his option be paid for his leave and resign or retire prior to the implementation of same.

ARTICLE XXXV -ESTATE BENEFITS-

Section 1: For the purposes of this agreement any employee who dies and who prior to his death was eligible for retirement shall be considered a retired employee and the estate of the deceased shall receive the following benefits:

1. All accumulated compensatory time.
2. Terminal leave in accordance with Article XV Section 2 and Section 3 including year of death and
3. All accumulated vacation time including full vacation for year of death.

Section 2: Section I of of this article shall in no way be construed to mean that that section precludes recovery by the estate of any other benefits it may be due.

ARTICLE XXXVI -HONORABLE MENTION AND COMMENDATIONS

Compensatory time for the following awards shall
be granted:

Honorable Mention - two (2) compensatory days.

Commendation - one (1) compensatory day.

ARTICLE XXXVII - DURATION OF AGREEMENT

Section 1: This agreement shall be effective as of January 1, 1974 and shall terminate on December 31, 1975.

Section 2: Bargaining for a succeeding agreement shall commence on or about August 15, 1975. In the event no agreement is reached between the parties by November 1, 1975, it is hereby agreed that an Impasse shall have been reached and at that time the parties agree to submit to Mediation and Fact Finding pursuant to N.J.S. 39:13A-1 et seq. If an agreement is still not reached following Mediation and Fact Finding, the parties agree to submit their issues to an Arbitrator whose decision on the terms of the Collective Bargaining Agreement shall be binding upon the parties. Said arbitrator shall be selected from a panel referred to the parties by the New Jersey Public Employment Relations Commission.

ARTICLE XXXVIII- SAVING CLAUSE

Section 1: Should any part of this Agreement, or any provision herein be rendered or declared invalid by reason of any existing legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof. It is further agreed that should any provision of this Agreement be so deleted, the parties hereto shall immediately commence good-faith negotiations to arrive at a new provision to replace the deleted portion.

ARTICLE XXXIX -APPLICABLE LAWS

Section 1: The provisions of the Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of New Jersey State Laws or of Jersey City Municipal Laws.

ARTICLE XL -TABLE OF ORGANIZATION

Section 1: Immediately upon implementation of this agreement a committee shall be formed known as the Table of Organization Committee and shall be composed of four members - 2 from the City and 2 from the association.

Section 2: Such committee shall choose its own chairman and formulate its own rules.

Section 3: The purpose of this Committee shall be to provide input into any development of a table of organization for Supervisory officers within the Department.

ARTICLE XLI -CHANGES, SUPPLEMENTS OR ALTERATIONS

Section 1: Any provisions of this Agreement may be changed, deleted, supplemented or altered, provided both parties mutually agree to do so.

Section 2: The benefits provided in this agreement shall accrue to those employees in the employ of the City on January 1, 1974. Such benefits will also accrue to those employees hired after January 1, 1974.

ARTICLE XLII -FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this agreement, and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

CITY OF JERSEY CITY

By *[Signature]*
BUSINESS ADMINISTRATOR

JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION, INC.

By *Alexander Forsythe*
ALEXANDER FORSYTHE, President

By *[Signature]*
PERSONNEL DIRECTOR

By *Richard F. Kassin*
RECORDING SECRETARY J.C.P.S.O.A. INC.

ATTEST:

Stanley M. Kellaway
CORPORATION COUNSEL