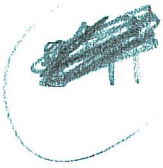
CONTRACT

PSOA



A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

DEC 02 2020

CITY CLERK

8.A.1.1

SPONSORED BY: Jabbour
SECONDED BY: Fisher

CITY OF HOBOKEN
RESOLUTION NO.:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF A MOA WITH THE SOA

WHEREAS, the City is the public employer of all police officers of the Hoboken Police Department; and,

WHEREAS, the Union represents for the purposes of collective negotiations all police officers as referenced in Hoboken Superior Officers Association's ("SOA") Collective Bargaining Agreement covering the period from January 1, 2014, through December 31, 2017 (hereinafter "Agreement"); and,

WHEREAS, the parties wish to memorialize certain amendments to the current Agreement, as depicted in the attached proposed Memorandum of Agreement ("MOA"); and,

WHEREAS, the Hoboken City Council wishes to authorize the execution of the attached proposed MOA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the Mayor or the Mayor's designee may execute the attached proposed MOA with the Hoboken SOA, in the same format as attached or a similar format with no substantive changes.

Meeting Date: December 2, 2020

APPROVED:

Caleb Stratton, Assistant Business Administrator 12/8/2020

APPROVED AS TO FORM:

Alyssa Witsch, Asst. Corp Counsel 12/8/2020

✓ Vote Record - CC - Resolution

☐ Adopted
☐ Denied
☐ Carried

		Yes/Aye	No/Nay	Abstain/Alternate	Absent
Phil Cohen		☑	☐	☐	☐
Mike DeFusco		☑	☐	☐	☐
James Doyle		☑	☐	☐	☐
Vanessa Falco		☐	☐	☑	☐

	Tiffanie Fisher		☐	☐	☐	☐
	Emily Jabbour		☐	☐	☐	☐
	Ruben Ramos		☐	☐	☐	☐
	Michael Russo		☐	☐	☐	☐
	Jennifer Giattino		☐	☐	☐	☐

Attachment: SOA MOA 12-2 updated (Resolution of the City Council of the City of Hoboken Authorizing the Execution of a MOA with the SO)

Memorandum of Agreement

The City of Hoboken and the Hoboken Superior Officers' Association hereby agree to the following terms for successor agreement:

1. Five-year contract from January 1, 2018 through December 31, 2022.

2. Across the board salary increases:

1/1/2018 5%

1/1/2019 5%

1/1/2020 5%

1/1/2021 0%

1/1/2022 0%

3. No retroactive pay shall be paid for 2018, 2019, and 2020 except for those employees who have retired prior to 01/01/21. Those that have retired shall be paid their retroactive pay on the first pay period of January 2022.

4. Active employees shall not receive their pay increase until 01/01/22 and shall receive retroactive pay for the year 2021 only, in their first pay of 2022.

5. Effective 1/1/21 ALL supervisors on the tiered scale will be moved to the top base pay for their rank and the pay scale as follows:

All Sergeants shall be paid $118,399 plus the percentage increases in Paragraph 2.

All Lieutenants shall be paid $134,557 plus the percentage increases in Paragraph 2.

All Captains shall be paid $162,833 plus the percentage increases in Paragraph 2.

*The increases in this paragraph shall be paid in two parts for those supervisors on the Tiered pay scale. Half of the increase shall be effective January 1, 2022 to be paid in the first pay period of January and the full increase shall be effective December 31, 2022 to be paid in the first pay period after that date. The tier structure established in the previous C.B.A. for newly promoted supervisors will cease to exist.

6. Upon any new promotion, the past practice of waiting a year before receiving the appropriate Pay increase at any rank shall cease, and the promoted individual will go to top base pay for the respective rank upon promotion. Any promotions that occur prior to January 1, 2023 shall be subject to the conditions set forth in paragraph 5 above.

7. Article V Sec. 4. Shall now read "If an employee retires on or before the final day in February of his/her final year, his/her vacation time shall be pro-rated for the year of retirement. If the retirement occurs on or after March 1, the vacation shall be fully vested as of March 1, there shall

be no proration of vacation time and the employee shall be compensated for the entire year's vacation."

8. Article XXX - Tuition Reimbursement, shall remove the requirement for a Criminal Justice degree in order to receive the appropriate College Degree added to the base pay. Going forward anyone who has any college degree will have the appropriate degrees added to their base pay.

9. The P.S.O.A agrees to forfeit the Uniform Allowance of $1,300.00 in Article XVII Sec.2

10. The P.S.O.A also agrees to forfeit standby court time in Article XXI-Overtime Sec. 11.

11. In the event of death, the date of death of the deceased officer shall be treated as a date of retirement for purposes of the conditions set forth in this MOA. However, if an officer dies during the calendar year 2021, he/she shall receive retroactive pay for the twelve months prior to the date of death. An individual retiring during calendar year 2021 shall be paid retroactive pay from January 1, 2021 to the date of retirement. Retroactive pay shall be paid in accordance with the provisions above.

The parties agree that the above provisions shall not become binding until they are ratified by the Superior Officers' Association and approved by the Mayor and Council. The undersigned agree to bring these provisions to a vote of their respective parties immediately.

For the Association:

_____

Dated:

For the City:

_____

Dated:

Attachment: SOA MOA 12-2 updated (Resolution of the City Council of the City of Hoboken Authorizing the Execution of a MOA with the SO)

Ordinance #10 1st Reading
4-17-19

SPONSORED BY:
SECONDED BY:

CITY OF HOBOKEN
ORDINANCE NO.: B-137

AN ORDINANCE TO AMEND THE CITY CODE OF THE CITY OF HOBOKEN CHAPTER 59A ENTITLED "DEPARTMENT OF PUBLIC SAFETY," ARTICLE II, §59A-8 "ESTABLISHMENT OF DIVISION" TO INCREASE THE NUMBER OF POLICE CAPTAINS

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: The following additions and ~~deletions~~ shall be made to Hoboken City Code Chapter 59A-8 to read as follows:

§ 59A-8 Establishment of Division.

A Division of Police in the Department of Public Safety is hereby established in and for the City of Hoboken, which shall not exceed the following sworn personnel:

Rank/Position	Number
Chief	1
Captains	~~3~~ 5
Lieutenants	14
Sergeants	26
Police Officers	100

Section 2: This Ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Code.

Section 3: The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Section 4: This ordinance shall take effect as provided by law.

Section 5: All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or inconsistent with any provision of this Ordinance shall remain in effect.

This Ordinance shall also supersede any inconsistent provisions contained in any resolution or ordinance previously adopted by the Hoboken City Council.

Section 6: The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7: This Ordinance shall take effect upon passage and publication as provided by law.

Meeting Date: April 17, 2019

Approved as to Legal Form:

Brian Aloia, Esq. Corporation Counsel

☐ Vetoed by the Mayor for the following reasons:

Adopted by the Hoboken City Council
By a Vote of Yeas to Nays
On the ___ day of _____, 2018

James Farina, City Clerk

-or-

☑ Approved by the Mayor
On the 2 day of May 2018

Ravinder S. Bhalla, Mayor

✓ Vote Record - CC - Ordinance

☑ 1st Reading
☐ 2nd Reading
☐ Tabled
☐ Adopted
☐ Failed

	Yes/Aye	No/Nay	Abstain/Alternate	Absent
Peter Cunningham	☐	☐	☐	☐
Mike DeFusco	☐	☐	☐	☐
James Doyle	☐	☐	☐	☐
Vanessa Falco	☐	☐	☐	☐
Tiffanie Fisher	☐	☐	☐	☐
Emily Jabbour	☐	☐	☐	☐
Ruben Ramos	☐	☐	☐	☐
Michael Russo	☐	☐	☐	☐
Jennifer Giattino	☐	☐	☐	☑

PSOA

17-273
Z-489

An ordinance to amend and supplement an ordinance establishing a schedule of classifications and allocations of title for the herein mentioned positions in the City of Hoboken

City Clerk
4/19/2017

Introduced, passed first reading as read and laid on the table for further consideration of the council at its next meeting to be held on May 3, 2017 at 7 pm.

City Clerk
4/19/2017

Passed second and final reading.

City Clerk

5/3/2017

SPONSORED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
ORDINANCE NO.: ____

AN ORDINANCE TO AMEND AND SUPPLEMENT AN ORDINANCE ESTABLISHING A SCHEDULE OF CLASSIFICATIONS AND ALLOCATIONS OF TITLE FOR THE HEREIN MENTIONED POSITIONS IN THE CITY OF HOBOKEN

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DO ORDAIN AS FOLLOWS:

1. The Alphabetical List of Titles, City of Hoboken, set forth in City Code to which this Ordinance is an amendment and supplement shall be, and the same is hereby, amended and supplemented so that the titles, salaries, and ranges contained herein shall be amended as follows on the attached list, which is incorporated by reference. The remainder of the Alphabetical List of Titles, City of Hoboken, set forth in the City Code shall remain unchanged as a result of this Ordinance.

2. If the Alphabetical List of Titles, City of Hoboken, herein set forth contains any position or positions which are not enumerated in the Plan for the Standardization of Municipal Class Titles, which is a part of the Code to which this Ordinance is an amendment, then in that event, the duties of the said position or positions shall be those which pertain to the particular position and positions set forth in any other ordinance adopted and now in force and effect in any statute of the State of New Jersey.

3. The provisions of this Ordinance shall in no way affect the tenure or Civil Service status of any employees presently employed by the City of Hoboken in any of the various positions set forth in the Alphabetical List of Titles, City of Hoboken.

4. The Alphabetical List of Titles referred to herein as well as the salary ranges for all positions in the City shall be on file in the Office of the City Clerk.

5. All ordinances or parts of ordinances inconsistent herewith are herewith repealed.

6. This ordinance shall take effect as provided by law.

Date of Introduction: April 19, 2017

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				✓
Peter Cunningham				✓
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos Jr.				✓
Michael Russo				✓
President Giattino	✓			

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos Jr.	✓			
Michael Russo	✓			
President Giattino	✓			

Approved as to Legal Form:

Brian Aloia, Esq., Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of 9 Yeas to 0 Nays
On the 3 day of May, 2017

James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2017

Dawn Zimmer, Mayor

Hoboken PSOA				
Title	**Eff. 1/1/14**	**Eff. 1/1/15**	**Eff. 1/1/16**	**Eff. 1/1/17**
Police Sergeant				
1st Year	$97,205	$99,149	$101,132	$103,155
2nd Year	$110,392	$112,600	$114,852	$117,149
Police Lieutenant				
1st Year	$112,432	$114,681	$116,975	$119,315
2nd Year	$125,618	$128,130	$130,693	$133,307
Police Captain				
1st Year	$127,658	$130,211	$132,815	$135,471
2nd Year	$152,264	$155,309	$158,415	$161,583

* Effective on or about March 1, 2018, upon the expiration of the current active Sergeant's promotional list, New Jersey Civil Service Commission Code PM5098 the salary guide shall increase by $1,250 and will read as follows:

Title	**Eff. 3/1/18 ***
Police Sergeant	
1st Year	$104,405
2nd Year	$118,399
Police Lieutenant	
1st Year	$120,565
2nd Year	$134,557
Police Captain	
1st Year	$136,721
2nd Year	$162,833

Hoboken PSOA

* Effective on or about March 1, 2018, upon the expiration of the current active Sergeant's promotional list, New Jersey Civil Service Commission Code PM5098, any Police Officers promoted to a new rank that were not previously a superior officer will achieve top pay as follows:

Title	Eff. 3/1/18 *
Police Sergeant	
1st Year	$105,000
2nd Year	$110,000
Police Lieutenant	
1st Year	$115,000
2nd Year	$120,000
Police Captain	
1st Year	$125,000
2nd Year	$130,000

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this _____ day of March 2017 by and between the City of Hoboken (the "City") and the Hoboken Superior Officers Association (hereinafter "Association").

WITNESSETH:

WHEREAS, the City is the public employer of all police officers holding the rank of Sergeant, Lieutenant, and Captain of the Hoboken Police Department; and

WHEREAS, the Association represents for the purposes of collective negotiations all Sergeants, Lieutenants, and Captains as referenced in the Collective Bargaining Agreement covering the period January 1, 2008 through December 31, 2013 (hereinafter "Agreement"); and

WHEREAS, the parties have negotiated in good faith in agreeing to terms and conditions of employment covering Association members from January 1, 2014, through December 31, 2017; and

WHEREAS, the parties wish to memorialize those terms and conditions of employment governing the parties' labor relations for the aforesaid period of time.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. All terms and conditions of employment contained in the parties' Agreement dated January 1, 2008 through December 31, 2013 shall remain in full force and effect, except as expressly modified herein.
2. The terms of the new Agreement shall cover January 1, 2014 through December 31, 2017.
3. The base salary costs for each step of the salary guides shall be increased by the following amounts.
    a. 2% effective January 1, 2014;
    b. 2% effective January 1, 2015;
    c. 2% effective January 1, 2016; and
    d. 2% effective January 1, 2017.

    The salary guides for current Superior Officers shall be amended to reflect the salary as a fixed number and all reference to % above the base salary of any

other position shall be removed. Accordingly, the salary guide shall read as follows:

	2014	2015	2016	2017
Sergeant				
1st year	$97,205	$99,149	$101,132	$103,155
2nd year	$110,392	$112,600	$114,852	$117,149
Lieutenant				
1st year	$112,432	$114,681	$116,975	$119,315
2nd year	$125,618	$128,130	$130,693	$133,307
Captain				
1st year	$127,658	$130,211	$132,815	$135,471
2nd year	$152,264	$155,309	$158,415	$161,583

Effective on or about March 1, 2018, upon the expiration of the current active Sergeant's promotional list, New Jersey Civil Service Commission Code PM5098 the salary guide shall shall increase by $1,250 and will read as follows:

Sergeant	
1st year	$104,405
2nd year	$118,399
Lieutenant	
1st year	$120,565
2nd year	$134,557
Captain	
1st year	$136,721
2nd year	$162,833

Any officer who becomes part of the bargaining unit after this date (on or about March 1, 2018, upon expiration of the current active Sergeant's promotional list) shall not be entitled to this increase and the salary guide controlling their pay shall be as outlined in paragraph 7 below.

4. Retro payments shall be made within a reasonable period of time.

5. Any employees hired by the City for employment on or after November 15, 2016, and thereafter promoted shall not be entitled to longevity. Therefore Article XIX – Longevity of the parties Agreement shall be amended to provide that "Any employee hired on or after November 15, 2016, shall not be entitled to Longevity. Employees hired on or before November 14, 2016, shall be paid Longevity according to the following schedule:" The remainder of the article shall be left unchanged.

6. The Longevity schedule for employees hired before November 15, 2016, shall be amend to reflect the following: "Beginning of twenty-fourth(24^{th}) year of service fifteen (15%) percent base pay. Beginning of twenty-fifth year of service eighteen (18%) of base pay." The reference to longevity at the 26^{th} year of service shall be removed.

7. Effective on or about March 1, 2018, upon the expiration of the current active Sergeant's promotional list, New Jersey Civil Service Commission Code PM5098, any police officers promoted to a new rank that were not previously a superior officer will achieve top pay as follows:

   Sergeant

   1^{st} year $105,000

   2^{nd} year $110,000

   Lieutenant

   1^{st} year $115,000

   2^{nd} year $120,000

   Captain

   1^{st} year $125,000

   2^{nd} year $130,000

These shall be fixed salaries, and shall be reflected in the Agreement as referenced above and there shall be no reference to a % above the base salary of any other position.

8. ARTICLE XXXIV – OUTSIDE EMPLOYMENT, Section 3 shall be amended to read as follows:

Effective on execution of this Agreement, the hourly rate for the Outside Employment Program (O.E.P.) to be paid by a contractor shall be $80.00 per hour, subject to the following.

a. The City shall retain $10.00 per hour from the initial O.E.P. billing rate of $80.00 per hour for administrative overhead and necessary accounting purposes.

b. Police Officers shall receive $70.00 per hour of which $4.00 shall be deducted from the gross hourly wage, by the City, as agreed by the membership and forwarded in quarterly installments to the PSOA's Good and Welfare Fund.

c. The employee's final gross hourly wage for O.E.P. shall be $66.00 per hour and paid through the City's finance/payroll department, after all above mentioned deductions are made.

d. The outside contractor shall pay to the officer overtime at the rate of time and one half ($120.00 per hour) for all hours worked beyond an initially 8-hour scheduled job. There shall be no additional monies added or subtracted or retained, by the City or PSOA from this overtime rate of pay.

e. OEP in connection with private or for profit events involving 1000 Persons or more, excluding those sponsored by the Board of Education or the City such as street festivals, parades, sporting events and the like, the hourly rate for supervisors shall be $100.00 and the overtime rate shall be $150.00 with the same deductions as outlined in a-d above.

9. ARTICLE XXVIII-SICK LEAVE, Section 2. shall be amended to reflect that effective January 1, 2017, the City shall provide a sick leave incentive program as follows:

$1,000 no occurrence of illness between January 1 and June 30

$1,000 no occurrence of illness between July 1 and December 31.

Any "occurrence of illness" shall be defined as being absent from work due to illness from the time the employee reports the illness until he/she returns to work. Time off in accordance with Article III "Time Off" shall not apply as an occurrence of illness. Further, workers compensation time off with full pay as a deduction from the sick leave incentive clause, shall be prorated, excluding absences for on the job injuries totaling less than fourteen (14) calendar days. Officers with fifteen (15) or more days out of work due to injury will have their sick incentive pay reduced by an amount determined as follows: the bonus to which they are entitled above, divided by 183, times the number of injury dates in excess of fifteen (15).

Incentive pay shall be paid during the month of July for incentive earned between January 1 and June 30.

Incentive pay shall be paid during the month of January of the following year for incentive earned between July 1 and December 31 of the previous year.

No employee shall receive more than $2,000 incentive pay in any calendar year ($1,000 paid in January and $1,000 paid in July).

10. When Chief is out of State or otherwise appoints a Captain in Command because he is unable to work, the Captain in Command shall receive four hours of overtime in addition to the Captain in Command's regular pay.
11. Pro-rated vacation days, ARTICLE V – RETIREMENT AND TERMINAL LEAVE, Section 4 shall read as follows: "If an employee retires on or before September 1, his/her vacation time shall be pro-rated for the year of retirement.
12. Article XXVII – SICK LEAVE, replace Section 4 with current sick leave policy.
13. Article XXVII – On Duty Injury Policy shall be added as Section 5.
14. Article III, Section 10, shall be replaced with the new Personal Day Policy.
15. Article XXII Holiday, Section to shall reflect the daily compensation amount of $125 Sgt, $140 LT, and $155 Captain.

16. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

17. The Association conducted a ratification meeting and voted to accept the above contractual terms. Therefore, this Memorandum of Agreement shall be presented to the City for approval.

18. It is agreed that neither party shall discriminate against, nor engage in any reprisals or support repercussions of any nature against any employee of the City, officers, or members of the Association, or any individual or organization engaged in activities or in support of activities related to contractual negotiations.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST: City of Hoboken

_____ _____

WITNESS

ATTEST: PSOA

_____ _____

WITNESS

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 0 5 2017

CC 9

SPONSORED BY: JF
SECONDED BY: N. Ramos

James J. Farina
CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO.: _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE HOBOKEN POLICE SUPERIOR OFFICERS ASSOCIATION

WHEREAS, the City of Hoboken by and through the Mayor, Corporation Counsel, and Business Administrator have engaged in negotiations on behalf of the City with the Hoboken Police Superior Officers Association; and,

WHEREAS, the terms resulting from said negotiations have been memorialized in a Memorandum of Agreement between the parties, which is attached hereto and incorporated by reference; and,

WHEREAS, the Administration recommends that the terms memorialized in the attached Memorandum of Agreement be accepted by the City Council of the City of Hoboken.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the City of Hoboken is hereby authorized to enter into the attached Memorandum of Agreement with the Hoboken Superior Officers Association; and:

1. The above recitals are incorporated as if fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to realize the intent and purpose of this resolution.
3. This resolution shall be effective immediately.

Meeting date: April 5, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this _____ day of March 2017 by and between the City of Hoboken (the "City") and the Hoboken Superior Officers Association (hereinafter "Association").

WITNESSETH:

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WHEREAS, the Association represents for the purposes of collective negotiations all Sergeants, Lieutenants, and Captains as referenced in the Collective Bargaining Agreement covering the period January 1, 2008 through December 31, 2013 (hereinafter "Agreement"); and

WHEREAS, the parties have negotiated in good faith in agreeing to terms and conditions of employment covering Association members from January 1, 2014, through December 31, 2017; and

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1. All terms and conditions of employment contained in the parties' Agreement dated January 1, 2008 through December 31, 2013 shall remain in full force and effect, except as expressly modified herein.
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    The salary guides for current Superior Officers shall be amended to reflect the salary as a fixed number and all reference to % above the base salary of any

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1st year	$136,721
2nd year	$162,833

Any officer who becomes part of the bargaining unit after this date (on or about March 1, 2018, upon expiration of the current active Sergeant's promotional list) shall not be entitled to this increase and the salary guide controlling their pay shall be as outlined in paragraph 7 below.

4. Retro payments shall be made within a reasonable period of time.

5. Any employees hired by the City for employment on or after November 15, 2016, and thereafter promoted shall not be entitled to longevity. Therefore Article XIX – Longevity of the parties Agreement shall be amended to provide that "Any employee hired on or after November 15, 2016, shall not be entitled to Longevity. Employees hired on or before November 14, 2016, shall be paid Longevity according to the following schedule:" The remainder of the article shall be left unchanged.

6. The Longevity schedule for employees hired before November 15, 2016, shall be amend to reflect the following: "Beginning of twenty-fourth(24^{th}) year of service fifteen (15%) percent base pay. Beginning of twenty-fifth year of service eighteen (18%) of base pay." The reference to longevity at the 26^{th} year of service shall be removed.

7. Effective on or about March 1, 2018, upon the expiration of the current active Sergeant's promotional list, New Jersey Civil Service Commission Code PM5098, any police officers promoted to a new rank that were not previously a superior officer will achieve top pay as follows:

   Sergeant

   1^{st} year $105,000

   2^{nd} year $110,000

   Lieutenant

   1^{st} year $115,000

   2^{nd} year $120,000

   Captain

   1^{st} year $125,000

   2^{nd} year $130,000

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8. ARTICLE XXXIV – OUTSIDE EMPLOYMENT, Section 3 shall be amended to read as follows:

Effective on execution of this Agreement, the hourly rate for the Outside Employment Program (O.E.P.) to be paid by a contractor shall be $80.00 per hour, subject to the following.

a. The City shall retain $10.00 per hour from the initial O.E.P. billing rate of $80.00 per hour for administrative overhead and necessary accounting purposes.

b. Police Officers shall receive $70.00 per hour of which $4.00 shall be deducted from the gross hourly wage, by the City, as agreed by the membership and forwarded in quarterly installments to the PSOA's Good and Welfare Fund.

c. The employee's final gross hourly wage for O.E.P. shall be $66.00 per hour and paid through the City's finance/payroll department, after all above mentioned deductions are made.

d. The outside contractor shall pay to the officer overtime at the rate of time and one half ($120.00 per hour) for all hours worked beyond an initially 8-hour scheduled job. There shall be no additional monies added or subtracted or retained, by the City or PSOA from this overtime rate of pay.

e. OEP in connection with private or for profit events involving 1000 Persons or more, excluding those sponsored by the Board of Education or the City such as street festivals, parades, sporting events and the like, the hourly rate for supervisors shall be $100.00 and the overtime rate shall be $150.00 with the same deductions as outlined in a-d above.

9. ARTICLE XXVIII-SICK LEAVE, Section 2, shall be amended to reflect that effective January 1, 2017, the City shall provide a sick leave incentive program as follows:

$1,000 no occurrence of illness between January 1 and June 30

$1,000 no occurrence of illness between July 1 and December 31.

Any "occurrence of illness" shall be defined as being absent from work due to illness from the time the employee reports the illness until he/she returns to work. Time off in accordance with Article III "Time Off" shall not apply as an occurrence of illness. Further, workers compensation time off with full pay as a deduction from the sick leave incentive clause, shall be prorated, excluding absences for on the job injuries totaling less than fourteen (14) calendar days. Officers with fifteen (15) or more days out of work due to injury will have their sick incentive pay reduced by an amount determined as follows: the bonus to which they are entitled above, divided by 183, times the number of injury dates in excess of fifteen (15).

Incentive pay shall be paid during the month of July for incentive earned between January 1 and June 30.

Incentive pay shall be paid during the month of January of the following year for incentive earned between July 1 and December 31 of the previous year.

No employee shall receive more than $2,000 incentive pay in any calendar year ($1,000 paid in January and $1,000 paid in July).

10. When Chief is out of State or otherwise appoints a Captain in Command because he is unable to work, the Captain in Command shall receive four hours of overtime in addition to the Captain in Command's regular pay.
11. Pro-rated vacation days, ARTICLE V – RETIREMENT AND TERMINAL LEAVE, Section 4 shall read as follows: "If an employee retires on or before September 1, his/her vacation time shall be pro-rated for the year of retirement.
12. Article XXVII – SICK LEAVE, replace Section 4 with current sick leave policy.
13. Article XXVII – On Duty Injury Policy shall be added as Section 5.
14. Article III, Section 10, shall be replaced with the new Personal Day Policy.
15. Article XXII Holiday, Section to shall reflect the daily compensation amount of $125 Sgt, $140 LT, and $155 Captain.

16. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

17. The Association conducted a ratification meeting and voted to accept the above contractual terms. Therefore, this Memorandum of Agreement shall be presented to the City for approval.

18. It is agreed that neither party shall discriminate against, nor engage in any reprisals or support repercussions of any nature against any employee of the City, officers, or members of the Association, or any individual or organization engaged in activities or in support of activities related to contractual negotiations.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST: City of Hoboken

_____ _____

WITNESS

ATTEST: PSOA

_____ _____

WITNESS

1st reading
2-3-15 (1)

Sponsored by:
Seconded by:

CITY OF HOBOKEN
ORDINANCE NO Z-337 Z-333

AN ORDINANCE TO AMEND AND SUPPLEMENT AN ORDINANCE ESTABLISHING A SCHEDULE OF CLASSIFICATIONS AND ALLOCATIONS OF TITLE FOR THE HEREIN MENTIONED POSITIONS IN THE CITY OF HOBOKEN

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DO ORDAIN AS FOLLOWS;

1. The Alphabetical List of Titles, City of Hoboken, set forth in City Code to which this Ordinance is an amendment and supplement shall be, and the same is hereby, amended and supplemented so that the titles, salaries and ranges contained herein shall be amended as follows on the attached list, which is incorporated by reference. The remainder of the Alphabetical List of Titles, City of Hoboken, set forth in the City Code shall remain unchanged as a result of this Ordinance.

2. If the Alphabetical List of Titles, City of Hoboken, herein set forth contains any position or positions which are not enumerated in the Plan for the Standardization of Municipal Class Titles, which is a part of the Code to which this Ordinance is an amendment, then in that event, the duties of the said position or positions shall be those which pertain to the particular position and positions set forth in any other ordinance adopted and now in force and effect in any statute of the State of New Jersey.

3. The provisions of this Ordinance shall in no way affect the tenure or Civil Service status of any employees presently employed by the City of Hoboken in any of the various positions set forth in the Alphabetical List of Titles, City of Hoboken.

4. The Alphabetical List of Titles referred to herein as well as the salary ranges for all positions in the City shall be on file in the Office of the City Clerk.

5. All ordinances or parts of ordinances inconsistent herewith are herewith repealed.

6. This ordinance shall take effect as provided by law.

Date of Introduction: February 3, 2015

Introduction:

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Theresa Castellano	✓			
James Doyle	✓			
President Jen Giattino	✓			
Elizabeth Mason		✓		
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo				
Peter Cunningham	✓			

Final Reading:

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Theresa Castellano	✓			
James Doyle	✓			
President Jen Giattino	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti				✓
Michael Russo				✓
Peter Cunningham	✓			

Approved as to Legal Form:

Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of 7 Yeas to 0 Nays
On the 18 day of Feb 2015

James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____

-or-

☑ Approved by the Mayor
On the 13th day of March 2015

Dawn Zimmer, Mayor

POLICE OFFICER	eff. 1/1/2013		
Step 1	$39,905.44		
Step 2	$47,533.14		
Step 3	$55,160.82		
Step 4	$62,788.51		
Step 5	$70,416.19		
Step 6	$78,043.69		
Step 7	$85,671.56		
Step 8	$93,299.19		
POLICE SERGEANT			
1st Year - Top PO base + $2,000	$95,299.19		
2nd Year - 16% above Top PO base	$108,227.06		
POLICE LIEUTENANT			
1ST Year - $2,000 above Top Sergeant's Base	$110,227.06		
2nd Year - 32% above Top PO Base	$123,154.93		
POLICE CAPTAIN			
1st Year - $2,000 above Top Lt's Base	$125,154.93		
2nd Year - 60% above Top PO Base	$149,278.70		
POLICE CHIEF	$162,000.00		
FIRE FIGHTER	eff. 1/1/2013		
Step 1	$44,070.00		
Step 2	$52,067.00		
Step 3	$62,130.00		
Step 4	$71,979.00		
Step 5	$83,691.00		
Step 6	$96,138.00		
Step 7	$97,136.00		
FIRE CAPTAIN			
Step 1 - 28% above Top Fire Fighter	$124,334.00		
Step 2 - 30% above Top Fire Fighter	$126,276.80		
Step 3 - 32% above Top Fire Fighter	$128,219.52		
FIRE BATTALION CHIEF			
Step 1 - 56% above Top Fire Fighter	$151,532.16		
Step 2 - 58% above Top Fire Fighter	$153,474.88		
Step 3 - 60% above Top Fire Fighter	$155,417.60		
FIRE CHIEF	$188,872.57	Includes longevity	
FIRE OFFICIAL / MARSHAL - 12% above Captain			
Step/Year 1	$143,605.86		
Step/Year 2	$146,170.25		
Step/Year 3	$148,734.64		
FIRE FIGHTER - UFD			
Step/Year 1 - 12% above Top Fire Fighter	$108,792.32		
Step/Year 2 - 14% above Top Fire Fighter	$110,735.04		
Step/Year 3 - 16% above Top Fire Fighter	$112,677.76		
	Minimum	Maximum	
Fire Prevention Specialist - Civilian	$20/HOUR	$33/HOUR	
Assistant Emergency Management Coordinator	$3,000.00	$15,000.00	
Senior Account Clerk	$20,000.00	$55,000.00	

#PSOA

Sponsored by:

Seconded by:

CITY OF HOBOKEN
ORDINANCE NO. Z-98

AN ORDINANCE TO AMEND AND SUPPLEMENT AN ORDINANCE ESTABLISHING A SCHEDULE OF CLASSIFICATIONS AND ALLOCATIONS OF TITLE FOR ALL POSITIONS IN THE CITY OF HOBOKEN

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DO ORDAIN AS FOLLOWS;

1. The Alphabetical List of Titles, City of Hoboken, set forth in City Code to which this Ordinance is an amendment and supplement shall be, and the same is hereby, amended and supplemented so that the titles, salaries and ranges contained herein shall be amended as follows on the attached list, which is incorporated by reference. The remainder of the Alphabetical List of Titles, City of Hoboken, set forth in the City Code shall remain unchanged as a result of this Ordinance.

2. If the Alphabetical List of Titles, City of Hoboken, herein set forth contains any position or positions which are not enumerated in the Plan for the Standardization of Municipal Class Titles, which is a part of the Code to which this Ordinance is an amendment, then in that event, the duties of the said position or positions shall be those which pertain to the particular position and positions set forth in any other ordinance adopted and now in force and effect in any statute of the State of New Jersey.

3. The provisions of this Ordinance shall in no way affect the tenure or Civil Service status of any employees presently employed by the City of Hoboken in any of the various positions set forth in the Alphabetical List of Titles, City of Hoboken.

4. The Alphabetical List of Titles referred to herein as well as the salary ranges for all positions in the City shall be on file in the Office of the City Clerk.

5. All ordinances or parts of ordinances inconsistent herewith are herewith repealed.

6. This ordinance shall take effect as provided by law.

Date: March 23, 2011

4-6-11
Adopted: 3-23-11 FIRST READING

City Clerk James J. Farina

Approved: 4-13-11

Mayor Dawn Zimmer

Reviewed:

Arthur Liston, Business Administrator

Approved as to form:

Mark A. Tabakin, Corporation Counsel

Title	*Minimum*		*Maximum (eff. 4/7/2011)*
Department of Public Safety			
Police Captain	$ 133,377.55		$ 153,000.00
Police Lieutenant	$ 110,037.06		$ 124,000.00
Police Officer	$ 35,654.71		$ 94,000.00
Police Sergeant	$ 96,669.02		$ 110,000.00

AGREEMENT

BETWEEN

CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

AND

HOBOKEN POLICE SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 2008 THROUGH DECEMBER 31, 2013

Mark Tabakin, Esq.
Corporation Counsel
City of Hoboken
Office of the Corporation Counsel
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INDEX

Article I-Recognition 3

Article II-P.S.O.A. Security 4

Article III-Time Off 5

Article IV-Leave of Absence 8

Article V- Retirement & Terminal Care 9

Article VI-Management 10

Article VII-Protection of Rights 11

Article VIII-Grievance Procedure 12

Article IX-Examination and Identification 14

Article X-Work Day and Work Week 15

Article XI-Vacation and Vacation Pay 17

Article XII-P.S.O.A Activity 18

Article XIII-Payroll Records 19

Article XIV-Riots and Fire Duties 22

Article XV-Mutual Aid 23

Article XVI-Pensions 24

Article XVII- Uniforms and Personal Equipment 25

Article XVIII-Health Benefits 26

Article XIX-Longevity 27

Article XX- Salaries 29

Article XXI-Overtime 30

Article XXII-Holidays 32

Article XXIII-Rule Changes....33

Article XXIV-Line of Duty Injuries....34

Article XXV-Sanitary Conditions.... 35

Article XXVI-Re-Opener Clause....36

Article XXVII-Sick Leave....37

Article XXVIII-Standards for Employees....38

Article XXIX-Promotional Vacancies....39

Article XXX-Tuition Reimbursement.... 40

Article XXXI-Legal....41

Article XXXII-Detectives....42

Article XXXIII-Outside Employment....43

Article XXXIV-Savings and Separability Clause....45

Article XXXV-Miscellaneous....46

Article XXXVI-Bill of Rights....48

Article XXXVII-Training....50

Article XXXVIII-Duration....51

This Agreement is made and entered into by and between the Mayor and Council of the City of Hoboken, a municipal corporation of the State of New Jersey herein referred to as the "City" and the Hoboken Police Superior Officers Association, herein referred to as the "P.S.O.A.", which agree to be bound by the terms and provisions of this Agreement.

ARTICLE I – RECOGNITION

Section 1. The City hereby recognizes the P.S.O.A., as the exclusive representative and bargaining unit for all supervisory positions within the Hoboken Police Department ("Department") holding the rank of Sergeant, Lieutenant and Captain.

Section 2. The Chief of Police ("Chief") shall maintain the exclusive right to direct the work force except as such right is relinquished, modified or abridged by or in conflict with this Agreement. This right shall include, but not be limited to, the right to a) direct the employees, b) hire, promote, transfer, and assign and c) take any action necessary in order to maintain the efficiency of the Department and determine the methods, means, manner and personnel by which services shall be rendered.

Section 3. The right to make reasonable rules and regulations shall be considered an acknowledged function of the City except as such right is relinquished, modified, or abridged by or is in conflict with this Agreement.

Section 4. All other rights, benefits and privileges established by past practice which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement.

Section 5. Nothing contained herein shall be construed to deny or restrict the rights of either party under any Federal or state law or regulation.

ARTICLE II – P.S.O.A. SECURITY

Section 1. In all negotiating sessions, grievance meetings and all other meetings or conferences which directly affect any and all members of the Department with the rank of Sergeant and above, the duly elected representatives of the P.S.O.A., shall be recognized by the City as their spokesmen and representatives.

Section 2. The City agrees to deduct from the pay of all members of the P.S.O.A. dues as required by the P.S.O.A. rules and regulations whose authorization therefor is filed with the City Treasurer. All such deductions shall be remitted to the Financial Secretary of the P.S.O.A. before the expiration of the month, in accordance with N.J.S.A. 52:14-15.9e.

ARTICLE III – TIME OFF

Section 1. Employees shall be granted time off without deduction from pay or time owed in the event of death in the immediate family, from the date of death to and including the day of the funeral, not to exceed five (5) calendar days. Immediate family shall consist of Spouse, civil union/domestic partner, Child, Stepchild, Parents, Brother, Sister, Stepparents, Spouse's Grandparents, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents and Grandchildren.

The following events shall be considered as priority vacation day and, if used, shall be deducted from the employee's vacation bank:

(a) Serious illness (including child birth) in the immediate family necessitating the employee's presence. This request shall not be more than three (3) working days in one (1) year.

(b) Marriage of an employee. The employee shall receive six (6) consecutive work days off, regardless of rank, detail or assignment.

(c) Baptism, Communion, Confirmation, Bar Mitzvah, Marriage and Graduation of employee's children. Effective January 1, 2002, the employee shall be relieved if the event occurs during the twenty-four (24) hours of the day the employee is scheduled.

(d) Being the Godfather or Godmother in a Baptism, being the Sponsor of Confirmation, or being the Best Man, Maid of Honor, Bridesmaid or Groomsman in a wedding.

Provided that the employee requests a priority vacation day or days not less than twenty (20) days in advance of the event, he/she shall be granted the day(s) and shall not be unreasonably denied.

Section 2. Tour Exchanges. The City agrees to allow time off to any employee who provides a qualified substitute officer of the same rank to perform within the same Bureau. The Chief retains discretion to approve non-rank for rank replacement (lieutenant for sergeant, for example). In the event that the employee whose exchange was approved utilizes a contractual leave day (sick, vacation, injured etc.) on the date of the exchange(s), the substituting officer shall not be required to work the subject day or days. In the event that the substituting officer shall utilize a sick or injury leave day on the exchange date, the officer whose exchange was approved shall not be recalled and the substituting officer shall be charged with the sick day or injury leave day. Tour exchanges shall not result in any additional labor costs to the City.

Section 3. Whenever an employee requests time off for back time owed, said request shall be received by the Chief ninety-six (96) hours in advance of the date requested, with the employee receiving notification of the Chief's decision no less than forty eight (48) hours in advance of the date requested.

Section 4. Time off for P.S.O.A. Activities. The City agrees to grant the necessary time off, without discrimination to any employee designated by the P.S.O.A. to attend local, state and international meetings, labor conventions, or serve in any capacity in other official P.S.O.A. business, provided twenty-four (24) hour written notice is given to the City by the P.S.O.A.. No more than two (2) employees shall be granted time off at any one time under this provision.

Section 5. Compensatory Time Off. Whenever the City employees are excused by an executive order by the Mayor, Governor, President or legislative body, members of the Police Department shall not be excluded, but shall be given equivalent compensatory time off, which said time shall not accumulate at the end of the year.

Section 6. Blood Donation. Police Supervisors shall be entitled to not more than one (1) day off with pay, for donation of blood, which day shall be taken at the discretion of the donor, manpower permitting. If management determines that manpower does not permit a day off for the donation of blood, the officer may not be entitled to that particular day off, but will be granted another day in its place.

Section 7. All Superiors who work a steady 5-2, 4-3 workweek shall be entitled to holidays off. Holidays are: New Years Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, General Election Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and a floating holiday as announced by the City each year. If no such day is announced, Officers may elect their own floating holiday at their discretion, manpower permitting.

Section 8. Attendance at Police Officers' Funerals. Time off shall be granted to two Police Supervisors so that they may attend funeral services for Police Officers killed in the line of duty, in or out of the State of New Jersey provided the funeral takes place within a reasonable proximity of Hoboken. Radio cars will be supplied by the Department.

Section 9. The Department will comply with New Jersey domestic partnership laws concerning time off and other benefits, which laws include but are not limited to N.J.S.A. 26:8A-1 et seq., subject to the legally mandated proofs being presented.

Section 10. Personal Days. Commencing on execution of this Agreement, each employee shall receive four (4) personal days per year. Personal days shall not accumulate from year to year, and unused personal days shall not be compensable either at the end of any calendar year or at retirement. The Department shall not request or require a reason for use of the personal day(s) and personal days cannot be denied except on "black out" days designated at least thirty (30) days in advance by the Chief of Police.

A "black out" day is a day on which all or substantially all members of the Department are required to be on duty (e.g. St. Patrick's Day Parade), and shall also include Christmas Day, Thanksgiving Day and the 4th of July. A personal day shall be requested with reasonable advance notice, but in any event not less than two (2) hours. Personal days permitted under this article shall not be denied for any reason such as manpower needs or the amount of advance notice provided by the member (e.g. the notice is given days, weeks or months in advance of the requested day or days).

Except with the approval of the Chief of Police, no more than two (2) Supervisors shall be excused for Personal Days, per shift, per Bureau at any given time. Personal Days may not be used in conjunction with vacation days(s) unless approved by the Chief of Police.

ARTICLE IV – LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence without pay from his employment shall be for One-Hundred Eighty (180) days and may be extended for a similar period. All leaves of absence shall be granted in conformity with the rules and regulations of the New Jersey Department of Personnel. An application for a leave of absence shall be made in writing at least one week prior to the date on which the requested leave is to commence; except in the case of an emergency, a leave of absence may be requested by the P.S.O.A. for two (2) of its members which shall be granted, if at the time of the request men on leave of absence do not exceed two (2). The limitation will not apply if the Chief of Police shall determine that available manpower will permit the granting of such leave in addition to the two (2) as limited above.

Section 2. Military Clause. Those employees entering the armed forces of the United States shall be granted all rights and privileges provided by federal and state law.

Section 3. When the Military compensation for any employee is less than his salary, the City shall make up the difference pursuant to authority by law to do so.

ARTICLE V - RETIREMENT AND TERMINAL LEAVE

Section 1. Terminal Leave. An employee who has filed his application for retirement shall be granted leave with pay as follows: Five (5) calendar days for each year of service. In calculating the years of service, time during which an employee has been on a leave of absence shall not be counted. Effective January 1, 2011, the following shall apply: (i) all employees hired on or after January 1, 2011 shall be granted three (3) terminal leave days for each year of service, up to a maximum of 25 years of service; (ii) current employees with more than 30 years of service shall be capped at the total terminal leave days to which they were entitled (5 days per year times their years of service) on December 31, 2010; and (iii) current employees with less than 30 years of service shall cease to earn terminal leave days when they have completed 30 years of service.

Section 2. An employee shall have the option to request his terminal leave, accumulated vacation time and any other payments due in 100% lump sum payment. This would be payable in two installments if his terminal leave would incorporation more than one (1) budget year.

Section 3. An employee shall have the option to accumulate vacation time prior to his retirement. He may accumulate a maximum of two (2) years of vacation as set forth in civil service regulations. The accumulated vacation time shall be paid in a 100% lump sum payment on retirement or at the employee's request he shall receive this accumulated vacation and all other time on consecutive days just prior to his retirement date. The maximum amount of lump sum payment for terminal leave and accumulated vacation shall not amount to more than a year's salary at the time of the employee's retirement. Upon retirement, an employee has the option to receive a lump sum payment for vacation and terminal leave or receive in annual partial payments not to exceed five (5) years. Any employee who retires with an effective date of January 1 in any year of this contract will receive a $2,000 stipend payable on the date of retirement. Additionally, any member of the P.S.O.A. as of October 1, 1997 shall receive a $240.00 stipend payable upon retirement in addition to their retirement package.

Section 4. If an employee retires on or before December 31, his/her vacation time shall be pro-rated for the year of retirement.

ARTICLE VI – MANAGEMENT

Section 1. Protection of Conditions. The City agrees that all conditions of employment relating to wages, hours of work, overtime, differentials and general working conditions shall be maintained at not less than the highest standards in effect at the signing of this Agreement.

Section 2. Extra Contract Agreements. The City shall not enter into any Agreement with members of the bargaining unit which in any way conflicts with the terms of this contract, and as provided elsewhere in this Agreement shall recognize only officials of the P.S.O.A.. This provision shall have no force or effect with regard to terms or conditions of a settlement of litigation or disciplinary charges between the City and a member of the P.S.O.A..

ARTICLE VII – PROTECTION OF RIGHTS

Section 1. A discharged or suspended employee must notify the P.S.O.A. in writing within two (2) days of the desire to appeal such discharge or suspension. Notice of appeal from discharge or suspension must be made to the City within five (5) days. Nothing herein shall be construed to deny to an individual employee or to the city their rights under New Jersey Department of Personnel law and regulations.

Section 2. Separation of Employment. Upon discharge or voluntary resignation, the City shall pay all monies due the employee on the payday in the week following such departure. Earned vacation time shall be included in such payments.

Section 3. The City shall not discipline or suspend any officer with or without pay except in accordance with the provisions of New Jersey Statutes, Civil Service Regulations and the New Jersey Attorney General Internal Affairs Policy and Procedures (commonly known as the "Attorney General Guidelines").

ARTICLE VIII – GRIEVANCE PROCEDURE

Section 1. Definition of a grievance. A grievance is a complaint, a view, or an opinion pertaining to conditions, or relationships between an employee and a supervisor or between an employee and another employee regarding employment. Grievances are concerned with working conditions, lights, heat, sanitary facilities, safety type and location of work assignments, workload, and attitude of supervisors. This grievance procedure in no way affects any New Jersey Department of Personnel action which the employee or City may decide to take.

Section 2. Procedures for presenting and settling grievances.

Step 1. The President of the P.S.O.A. or his duly designated representative shall be recognized by the immediate supervisor for the purpose of taking up a grievance arising under the terms of this Agreement. The grievance may be taken up with or without the presence of the employee(s) involved. The grievance need not be in writing and the supervisor shall answer the grievance within three (3) days after the same has been presented. All grievances shall be filed within sixty (60) days of the event that caused the grievance or will be deemed waived unless the timeline is extended by the mutual agreement of the parties.

Step 2. If the grievance is not resolved through Step 1, or if no answer has been received by the P.S.O.A. within the prescribed time, then the P.S.O.A. shall submit a written grievance to the Chief of Police or his designee. The Chief shall inform the P.S.O.A. in writing of his decision within seven (7) days after the grievance has been submitted. A copy of the decision shall be sent to the employee(s) involved, and the P.S.O.A.

Step 3. If the grievance is not settled to the satisfaction of the P.S.O.A. or the employee within seven (7) days as provided in Step 2, then the P.S.O.A. or the employee may request that the grievance be submitted to arbitration as hereinafter set forth.

Step 4. Arbitration. If the grievance has not been settled through the grievance procedure then the P.S.O.A. may request the Public Employee Relations Commission in accordance with its rules and regulations to appoint an Arbitrator who shall have full power to hear and determine the dispute between the parties. The P.S.O.A. must submit the grievance to PERC within thirty (30) days of the denial of the grievance by the Director of Public Safety. If the P.S.O.A. does not file for arbitration within thirty (30) days of the denial of the grievance by the Director of Public Safety, it shall be barred from arbitrating the matter, unless the timeline is extended by the mutual agreement of the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding upon both parties. The cost of the arbitration shall be borne equally by both parties. The arbitrator shall have no right to vary or modify

the terms and conditions of this Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed.

Section 3. Authorized representatives of the P.S.O.A. shall be allowed to visit Police Headquarters, Precincts, if any, or City Hall for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. Upon entering the premises the authorized representative(s) shall notify the department head, or in his absence a subordinate. They shall not interfere with normal conduct of work within the Department.

ARTICLE IX – EXAMIMNATION AND IDENTIFICATION

Section 1. Subject to the provisions of all applicable laws and regulations, physical, mental or other examinations required by the City shall be complied with by all employees, provided however the City shall bear all charges for such examinations.

Section 2. The City reserves the right to select is own examiner or physician, and the P.S.O.A. may, if it believes an injustice has been done an employee, have said employee re-examined at its own expense. This is not to be construed to mean that any employee must be treated by a physician other than the one of his own choice, nor to affect the right of the City to have a City physician for service connected injuries.

Section 3. Employees shall be provided with an identification card and it shall be validated annually. The cost involved for the making of the cards shall be borne by the City.

ARTICLE X – WORK DAY AND WORK WEEK

Section 1. Work Week. The workweek shall consist of steady five (5) days on, three (3) days off for Uniformed Bureau Motorized Patrol personnel assigned to Squads 1 through 8. All other personnel will work a five (5) days on, two (2) days off with 18 furlough days and 14 holidays. Up to two of these furlough days may be taken in the months of July and August. The schedule of furlough days is subject to the approval of the Chief of Police.

Section 2. The Uniformed Motorized Patrol personnel assigned to the 1-2-3-4-5-6-7-8 squads shall work steady shifts as follows:

0001 to 0801 hours
0631 to 1431 hours*
0801 to 1601 hours
1431 to 2231 hours*
1601 to 0001 hours
2001 to 0401 hours
2231 to 0631 hours*

*Desk officer

Section 3. Employees shall report for duty ten (10) minutes prior to the beginning of their prescribed tour of duty as described in Section 2, of this Article as required by the department rules and regulations.

Section 4. When any employee is recalled to duty, he shall be considered on duty from the time he received the call until the time he is relieved from duty. The employer will insure that any employee killed or injured while reporting to a recall emergency is fully covered by pension and insurance rights as if said injury or death had occurred out of an accident arising out of performance of duty while in the City of Hoboken as permitted by law.

Section 5. Schedule Adjustment for Public Safety Concerns: The Chief of Police shall retain the right to adjust an officer's work schedule, including reporting times, to meet a public safety concern. If the Chief of Police invokes this section, he/she can only adjust the officer's schedule for a maximum of fifteen (15) consecutive workdays at a time.

Section 6. Notwithstanding Section 1, and regardless of an officer's work schedule or assignment, all police officers working outside the Uniformed Bureau Motorized Patrol Squads 1 though 8 work at a minimum the same amount of days in each calendar year that the Uniformed Bureau Motorized Patrol Squad starts its first day of its workweek on January 1st of each year.

Section 7. Compensation for the supervisor's 5-3 workweek from 1989-1991 contract. All police supervisors who previously worked the 5-3, 5-2 workweek shall received eighteen (18) additional days that become vested, and used when tabulating an employee's accumulated vacation time prior to retirement. All police supervisors who previously worked the 5-2, 5-2 workweek shall receive twenty additional vacation days that will become vested and used when tabulating an employee's accumulated vacation time prior to retirement.

Section 8. Lunch for desk officers. When a Police superior is assigned as desk officer, he shall be allowed a lunch period of thirty (30) minutes if a replacement is available.

ARTICLE XI – VACATION AND VACATION PAY

Section 1. Annual vacations shall be granted in accordance with the following schedule:

SERGEANT	1to 5 years of service -	30 days vacation
	5 to 15 years of service-	38 days vacation
	15 years or more of service-	40 days vacation
LIEUTENANT	1to 5 years of service -	32 days vacation
	5 to 15 years of service-	38 days vacation
	15 years or more of service-	43 days vacation
CAPTAIN	1to 5 years of service -	33 days vacation
	5 to 15 years of service-	38 days vacation
	15 years or more of service-	46 days vacation

Section 2. The City agrees that an employee on sick leave shall not be put on the vacation roster if said employee's sick leave and vacation periods coincide and his vacation shall be granted at a later date, provided that it does not interfere with already assigned vacations.

Section 3. On January 1, vacation for the ensuing year of each employee becomes vested. Vacation shall be scheduled in accordance with the present system now in effect.

Section 4. Vacation pay shall be paid in advance of vacation on the payday of the pay period preceding the start of the employee's vacation period. This request must be made in writing at least two weeks in advance.

Section 5. In case of death of an employee, all vacation and accumulated time pay due to the employee shall be paid to the employee's estate.

Section 6. Members of equal rank of the Department shall be permitted to change vacation time if it does not interfere with normal conduct of work within the department.

Section 7. Vacations. An employee requesting five (5) vacation days or more will be notified within five (5) working days of acceptance or rejection of the request.

Section 8. The City may repurchase all or part of vacation time once a year at the employee's option. It is understood that if the City repurchases for one superior, it must do so for all superiors who so apply during the calendar year.

ARTICLE XII – P.S.O.A. ACTIVITY

Section 1. Any employee who is a member of the P.S.O.A. acting in any official capacity whatsoever shall not be discriminated against for his acts as such official of the P.O.S.A. nor may there be any discrimination against an employee because of his P.S.O.A. membership or activities.

Section 2 The P.S.O.A. shall be notified of any changes in department procedures and regulations at least ten (10) days prior to their introduction, except when due to an emergency and immediate change is necessary.

ARTICLE XIII – PAYROLL RECORDS

Section 1. Any authorized representative of the P.S.O.A. shall have the right to inspect the City's payroll records, health and welfare records, pension fund reports and records of employees at a mutually convenient time. Individual employee records which are protected by privacy laws shall not be released to the P.S.O.A. representative unless the employee provides to the City an appropriate written authorization.

Section 2. Payroll deduction of Association dues. Upon the written authorization by an employee covered by this Agreement, the City agrees, in accordance with N.J.S.A. 52:14-5-9.9e, to deduct twice each month from the salary of each employee, the sum certified as Association due forward the sum to the Association Treasurer and/or other duly authorized Association officer. One an authorization is given, it shall remain in effect unless terminated by the employee up written notice of withdrawal shall halt deductions as of July 1 or January 1, whichever is sooner next succeeding the date on which the notice of withdrawal is filed.

Section 3. If an employee covered by this Agreement does not become a member of the Association during any membership year (January 1 through December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association, for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Prior to the beginning of each membership year, the Association will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount. In order to adequately offset the per capita cost of services rendered by the Association as majority representative the representation fee shall be equal in amount to the regular membership dues, initiation fees and assessments charged by the association to its own members, less the exclusions set forth in N.J.S.A. 34:13A-5.5(B) and the presentation fee has been thus set at 85% of that amount solely because that is the maximum presently allowed by law. If the law changes in this regard, the amount of the representation fee will be increased to the maximum allowed, set increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the City a list of these employees who have not become members of the association for the then current membership year. The City will deduct from the salaries of such employees the full amount of the representation fee and will transmit within a reasonable period of time the amount so deducted to the Association.

(1) 30 Days after receipt of the aforesaid list by the City; or

(2) 30 Days after the employee begins his or her employment in a bargaining unit position and continued in the employ of the City in a non-bargaining unit position or was on layoff, in which event the deduction will begin with the first paycheck paid 10 days after the resumption of the employment in a bargaining unit position, whichever is later. If an employee who is required to pay a representation fee terminates his or her employment with the City before the Association has received the full amount of the representation fee to which it is entitled to in this Article the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

Except as otherwise provided in this Section 2, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those for the deduction and transmission of regular membership dues to the Association.

The Association will notify the City in writing of any changes in the list provided for above and or the amount of the representation fee, and such changes will be reflected in any deduction made more than 30 days after the City received such notice.

On or about the last day of each month beginning with the month in which this Agreement is executed, the City will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment of all such employees.

The Association has established and shall continue to maintain a "Demand and Return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share" if any, subject to refund in accordance with the provision of N.J.S.A. 34:13A-5, as amended.

The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Association. Such proceedings shall provide for an appeal by either the Association or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.5, as amended. Such procedure shall also provide for the creation of an interest bearing escrow fund to be maintained by the Union for the deposit of all monies that are the subject of a dispute or an appeal under this Article. Such funds shall be held in escrow pending and adjudication of any suck dispute or appeal. Upon receipt of a written request of the City, the Association shall furnish the City with a copy of its Rules and Regulations application to its "Demand and Return" system.

Section 4. The Association agrees that it will indemnify and save harmless the City of Hoboken against any and all actions, claims, demands, losses of expenses, in

any matter resulting from action taken by the City at the request of the Association under this Article.

ARTICLE XIV – RIOTS AND FIRE DUTY

The employee shall not be required to perform any fire duties, or use fire apparatus, with the exception of closing fire hydrants. All riot equipment and safety equipment shall be supplied and purchased by the City.

ARTICLE XV – MUTUAL AID

The City shall see that employees who are either injured or killed while rendering aid to neighboring communities are fully covered by insurance and pensions.

ARTICLE XVI – PENSIONS

Section 1. The City will provide pensions for the covered employees in accordance with all state laws.

Section 2. The City shall continue payments for pensions while employees are on injury or sick leave.

ARTICLE XVII – UNIFORMS AND PERSONAL EQUIPMENT

Section 1. All uniforms and personal equipment shall be purchased and maintained by the employee. Each employee shall have a complete summer and winter uniform as set forth by the City.

Section 2. Effective as of January 1, 2008, each employee shall receive a maintenance allowance of $1300.00 for uniforms and personal equipment, payable on in the first pay period of July.

Section 3. Wearing of Uniforms. The uniform shall be worn at all times in the prescribed manner while the employee is on duty and on detail for parades and funerals. It shall not be essential to wear the uniform when reporting for or being relieved from duty, except when so designated by the Chief.

Section 4. Uniform inspection shall be held during the employee's tour of duty.

Section 5. In the event the City mandates a change in uniforms, the City shall provide, at its sole expense, the initial issue of any such changed items; however, a transition period of 24 months will take place for all other changes unless otherwise agreed to by said Union.

Section 6. Upon retirement, the annual clothing maintenance allowance shall be pro-rated based upon the number of months of service in that calendar year.

ARTICLE XVIII – HEALTH BENEFITS

Section 1. The City agrees to provide health insurance as described on the attached Schedule which is known as the Horizon Blue Cross Blue Shield State Defector Direct 10 Access Plan.

The City shall have the right to change insurance carriers provided that, after the change, the coverage shall be equal to or better than the coverage before the change of carrier.

Section 2. The City agrees to pay for the same hospitalization coverage as active employees for an employee (and dependents) who retires after 25 years of service or who retires on a disability pension. This coverage shall be provided for the surviving spouse (unless they remarry) and dependents if the eligible employee becomes deceased.

Section 3. The City agrees to reimburse all eligible pensioners and their spouses, including those on disability pensions, for Federal Medicare Part B. Charges. This reimbursement shall be mailed to the eligible pensioners annually. This coverage shall extend to the surviving spouse if the eligible employee becomes deceased in accordance with Chapter 75, PL 1972.

Section 4. When an employee is on sick leave or injury leave, or compensation, the City shall continue to pay for his Medical Coverage.

Section 5. The City shall continue to pay for the Health Care Coverage of any employee (and his dependents) on Disciplinary Leave until the disposal of the disciplinary action and the termination of employment if such is the case.

Section 6. Each employee, including eligible retired employees and their dependents, shall be provided with a Vision Care Plan as negotiated with the P.S.OA.

Section 7. Each employee, including eligible retired employees as of January 1, 1984 and their dependents shall be provided with a Dental Plan. at not less than the cost of the plan in existence on the date of execution of this Agreement..

Section 8. Each employee, including eligible retired employees as of January 1, 1984 and their dependents shall be provided with a prescription plan as negotiated with the P.S.O.A. The co-payment shall be $5.00 for generic drugs and $10.00 for name brand drugs. .

ARTICLE XIX – LONGEVITY

Section 1. Longevity pay shall be paid according to the following schedule:

Beginning of fourth (4th) through sixth (6th) year of service two (2) percent of base pay.

Beginning of seventh (7th) through ninth (9th) year of service four (4) percent of base pay.

Beginning of tenth (10th) through twelfth (12th) year of service six (6) percent of base pay.

Beginning of thirteenth (13th) through fifteenth (15th) year of service eight (8) percent of base pay.

Beginning of sixteenth (16th) through eighteenth (18th) year of service ten (10) percent of base pay.

Beginning of nineteenth (19th) through twenty-first (21st) year of service twelve (12) percent of base pay.

Beginning of twenty-second (22nd) through twenty-third (23rd) year of service fourteen (14) percent of base pay.

Beginning twenty-fourth (24th) year of service sixteen (16) percent of base pay.

Beginning of twenty-fifth (25th) year of service seventeen (17) percent of base pay, effective January 1, 2002.

Beginning of twenty-sixth (26th) year of service eighteen (18) percent of base pay, effective January 1, 2003.

Section 2. Employees whose anniversary falls between January 1 and June 30 shall be paid their longevity increment as of July 1. Employees who anniversary date falls between June 1 and December 31 shall be paid their longevity increment as of January 1 of the succeeding year. Time during which the employee has been on leave of absence without pay shall not be counted in the calculation of years of service for allowance of longevity pay.

Section 3. Longevity pay shall be paid with and included as part of the employee's base salary.

Section 4. Beginning in an employee's fifth (5th) year of service he shall receive a service differential in addition to his longevity. It shall be paid in accordance with the following schedule:

Beginning his 5th year of service - $425.00 per year
Beginning his 9th year of service - $950.00 per year
Beginning his 13th year of service - $1,270.00 per year

Service differential shall be paid in bi-weekly installments as part of an employee's salary.

ARTICLE XXX – SALARIES

Section 1. All police officers promoted to a new rank will achieve top pay in three (3) steps as follows:

Sergeant
1st year 12% above that of a top patrolman's base salary.
2nd year 14% above that of a top patrolman's base salary.
3rd year 16% above that of a top patrolman's base salary.

Lieutenant
1st year 28% above that of a top patrolman's base salary.
2nd year 30% above that of a top patrolman's base salary.
3rd year 32% above that of a top patrolman's base salary.

Captain
1st year 56% above that of a top patrolman's base salary.
2nd year 58% above that of a top patrolman's base salary.
3rd year 60% above that of a top patrolman's base salary.

Captains promoted before 1987
1st year 74% above that of a top patrolman's base salary.

Effective May 1, 2006, all police officers promoted to a new rank will achieve top pay as follows:

Sergeant
1st year $2,000.00 above that of a top patrolman's base salary
2nd year 16% above that of a top patrolman's base salary

Lieutenant
1st year $2,000.00 above that of a top sergeant's base salary
2nd year 32% above that of a top patrolman's base salary

Captain
1st year $2,000.00 above that of a top lieutenant's base salary
2nd year 60% above that of a top patrolman's base salary

ARTICLE XXI – OVERTIME

Section 1. Employees remaining on duty beyond fifteen (15) minutes after their normal period shall be paid on an hourly basis, but not less than (1) hour's overtime pay.

Section 2. Employees recalled to duty for an emergency shall be paid during such emergency in excess of their regular tour of duty at a minimum of four (4) hours' overtime pay. Recall shall be on a routine basis except in case of emergency. Any employee who is called in to work a complete tour of duty that has already started shall receive a full day or night salary as the case may be.

Section 3. In the event that a need for overtime should occur in the Police Department because of vacation, sickness or other foreseen reasons, a police officer of equal rank shall be called at least twenty-four (24) hours in advance, unless in an emergency, of a prescribed starting time from the duty roster. This roster shall show the date of the call and the response for each person called as to whether or not it was refused, on duty, no answer, sickness or vacation. This roster shall be posted on the bulletin board so that employees will know when their turn is approaching. If a man has a valid reason to refuse, he will automatically be passed by. This roaster shall consist of all ranks, details or other assignments. Recall will be retained in the specific divisions unless in an emergency.

Section 4. Overtime shall be paid at the rate of one-half times the salary and shall be paid in wages. No overtime shall be paid in compensatory time off.

Section 5. Any employee recalled during vacation shall be paid at a minimum of eight (8) hours overtime pay.

Section 6. All special off-duty details such as parades and funerals shall be considered as overtime. This shall not apply to police personnel attending funerals of police officers killed in the line of duty.

Section 7. All overtime shall be considered as part of the employee's salary and shall be so paid.

Section 8. Employees shall be paid overtime for stand-by at Police Headquarters.

Section 9. Any man not relieved at the completion of his tour of duty within fifteen (15) minutes will automatically be paid one (1) hour overtime or more subject to the provisions of Section 1 of this article.

Section 10. Any officer attending courts, hearings, depositions or other legal or judicial proceedings, including civil and criminal matters, in connection with his or her official involvement, interaction or performance of duty as a law enforcement officer,

shall receive two (2) hours pay or pay for all hours worked, whichever is greater) at the rate of time and one half the hourly rate when called upon or subpoenaed to appear while off duty, furloughed or on vacation or other contractual leave, except for any attendance in connection with disciplinary hearings or litigation commenced by the officer against the City, its employees, agents and/or elected officials.

Section 11. Standby Court Time and Preparation. It has been increasingly evident that police personnel are being served with "standby" subpoenas and have been required to dedicate a great deal of their personal time to prepare for trials and hearings. Therefore on or about January 15 of each year, each member of the bargaining unit shall receive a stipend in the amount of $500.00 to compensate said member for the standby and personal preparation time as set forth above.

ARTICLE XXII – HOLIDAYS

Section 1. Each employee who works on New Year's Day, Easter Sunday, Thanksgiving Day or Christmas Day shall receive:

Captains promoted after 1987, 60% more than police officers pay for that day.
Lieutenants 32% more than police officers pay for that day.
Sergeants 16% more than police officers pay for that day.
This stipend shall be paid in the pay period following the holiday.

Section 2. A one-hour mealtime period shall be given to all employees who are on duty on the following days:

New Year's Day
Easter Sunday
Thanksgiving Day
Christmas Day

The mealtime period shall exist from 4:00 a.m. to 8:00 p.m. except in case of an emergency.

If an employee elects not to take his one (1) hour mealtime, he will not receive the stipend as outlined, but will receive a stipend as per section below:

Sergeants shall receive 16% more than police officers for holidays worked plus one (1) hour pay at one-half times their hourly rate.

Lieutenants shall receive 32% more than police officers for holidays worked plus one (1) hour pay at one and a half times their hourly rate.

ARTICLE XXIII – RULE CHANGES

Proposed new rules or modifications of existing rules shall be discussed with the majority representative prior to their establishment as provided for in N.J.S.A. 34: 13A-5.3.

ARTICLE XXIV – LINE OF DUTY INJURIES

Section 1. A member hospitalized due to line of duty injuries shall be provided with semi-private accommodations, upgraded as medically deemed necessary and recommended by attending medical staff. A telephone shall be installed at no cost to the employee but restricted to reasonable use.

Section 2. Any Police Supervisor who is seriously injured in the line of duty and is transported to a hospital must be accompanied by a Police Supervisor and/or Police Officer until said Police Supervisor is admitted or released from the hospital.

Section 3. The City may in its discretion award full pay for "line of duty" injuries. It is understood that this benefit shall not be unreasonably withheld and that a joint labor/management committee shall be established to monitor any abuses.

ARTICLE XXV – SANITARY CONDITIONS

Section 1. Private sanitary facilities will be maintained in Police Headquarters for the use of police personnel only.

Section 2. All facilities in police headquarters such as toilets, showers, wash basins will be kept in good working order.

Section 3. The City agrees to provide the following furnishings and replace such furnishings when deemed essential: lockers, chairs, lights, desk lights, air conditioners, desk, typewriters, etc. These furnishings shall also be maintained on a regular basis.

ARTICLE XXVI – RE-OPENER CLAUSE

Section 1. In the event that any other organized group of employees receive either higher salaries and/or greater benefits than provided for herein, then, and in the event, the Association shall have the option to reopen this contract for further negotiations.

In the event that all contracts between the City and its Unions are settled and all re-opener clauses are deleted, the re-opener clause in this contract shall no longer be effective. The elimination of the re-opener clause in this contract shall not be effective until the P.S.O.A. has had the opportunity to reopen based on the final contract between the City and the last union agreeing to eliminate that contract's re-opener clause.

Section 2. In the event the parties are unable to amicably resolve the contract re-opener, either party shall have the option to submit the dispute to binding interest arbitration in accordance with the provisions of N.J.S.A. 34:13A-16.

ARTICLE XXVII – SICK LEAVE

Section 1. Incentive Clause: Effective January 1, 2010, the City shall provide a sick leave incentive program as follows:

$1,500.00	No occurrence of illness.
$500.00	One (1) occurrence of illness.
$200.00	Two (2) occurrences of illness.

An "occurrence of illness" shall be defined as being absent from work due to illness from the time the Police Supervisor reports the illness until said Police Supervisor returns to work. Time off in accordance with Article III shall not apply as an occurrence of illness. Workers compensation leave shall not be considered an "illness" for purpose of this article. However, in the event that an employee's workers compensation leave(s) should exceed a total of 16 calendar days in a year, the incentive pay shall be prorated based upon the total amount of such leave(s) during the calendar year.

Section 2. Incentive pay shall be paid during the month of January of the following year. No employee shall receive more than $1,500.00 incentive pay.

Section 3. Sick slips shall not be required unless an employee's sick leave has exceeded twenty-four (24) hours. The present practice of granting sick leave shall be continued.

Section 4. The sick leave monitoring policy, General Order 04-01 issued on February 7, 2001, shall be binding on all police officers covered by this Agreement.

ARTICLE XXVIII – STANDARDS FOR EMPLOYEES

The City agrees to maintain the standards as set forth by New Jersey Department of Civil Service for all employees of the Department.

ARTICLE XXIX – PROMOTIONAL VACANCIES

Section 1. The City agrees to maintain a promotional eligibility list when a vacancy is anticipated. If it is necessary to assign an employee to fill a higher rank, said employee shall be paid at the applicable rate of pay for the duration of said employee's time in the higher rank. Any member not wishing this responsibility can refuse.

Section 2. While it is recognized that the formation of a table of organization falls within the realm of management and is not a negotiable term and condition of employment, the City agrees to periodically consult the Association with respect to any modifications of the table of organization existing within the Hoboken Police Department as it affects Superior Officers.

ARTICLE XXX – TUTION REIMBRUSEMENT

The City shall implement a program for reimbursement for college tuition at 100% of the tuition costs at a maximum of $1,500.00 per semester and $3,000.00 in a calendar year for all courses completed with a grade of B or better. The courses must be a part of a degree program in criminal justice or a police related course of study as approved in advance by the Chief of Police and the Director of Public Safety. The following amount shall be added to base pay upon attaining the applicable degree.

Associate's Degree	$2,000.00
Bachelor's Degree	$3,000.00
Master's Degree	$4,000.00
Doctorate/Law Degree	$5,000.00

The total reimbursement received by each officer shall be as stated above. Such terms are not cumulative (i.e., officers with a masters degree shall receive a total of $4,000.00 reimbursement).

ARTICLE XXXI – LEGAL

Section 1. The City agrees to provide all employees with all necessary legal advise and counsel in defense of all charges filed against them in performance of their duties. Officers shall be permitted to select the legal counsel of his/her choice subject to the following: (a) the City shall be only responsible to pay the attorney so selected $150.00 per hour for all legal services provided (or the hourly rate paid by the City for Special Litigation Counsel); (b) the attorney selected by the officer must comply with and satisfy all elements of the City's Pay To Play Ordinance prior to providing any legal services to the officer; (c) the attorney selected by the officer shall coordinate his representation of the officer (including but not limited to defenses, motions and settlement of claims) with the City's Corporation Counsel. The City agrees to pay and satisfy all judgments and settlements of claims for personal injury, death or property damage, except for punitive damages against said employees. For the purpose of this Article, it is recognized by the City that a Police Officers is on duty Twenty-Four (24) hours a day.

Section 2. Prepaid Legal Service Plan. The City will provide a prepaid legal service plan where the P.S.O.A. will be able to designate the attorney or attorneys providing services under the Plan. The City's only responsibility will be to pay the costs of the Plan, which amounts to $120.00 per year covered member, payable in equal monthly installments.

ARTICLE XXXII – DETECTIVES

Section 1. The rank of detective will exist in the Police Department in all ranks. There shall be no tenure or additional salary in this rank for any employee.

ARTICLE XXXIII – OUTSIDE EMPLOYMENT

Section 1. The City agrees that employees may partake of other gainful employment outside of the Department providing that said employment is not in conflict of interest with the employee's duties as a Police Officer. Employees shall not be employed elsewhere for the eight (8) hour preceding their scheduled tour of duty without the approval of the Chief or his designated representative.

Section 2. Whenever an employee is employed through the City by a private employer for Police duty, said employee shall adhere to department rules and regulations and shall be protected by pension and insurance coverage as provided by state law.

Section 3. Effective on execution of this Agreement, the hourly rate for the Outside Employment Program (O.E.P.) to be paid by a contractor shall be $65.00 per hour, subject to the following.

a. The City shall retain $5.00 per hour from the initial O.E.P. billing rate of $65.00 per hour for administrative overhead and necessary accounting purposes.

b. Police Officers shall receive $60.00 per hour of which $4.00 shall be deducted from the gross hourly wage, by the City, as agreed by the membership and forwarded in quarterly installments to the P.S,O.A.'s Good and Welfare Fund.

c. The employee's final gross hourly wage for O.E.P. shall be $56.00 per hour and paid through the City's finance/payroll department, after all above mentioned deductions are made.

d. The outside contractor shall pay to the officer overtime at the rate of time and one half ($97.50 per hour) for all hours worked beyond an initially 8-hour scheduled job. There shall be no additional monies added or subtracted or retained, by the City or P.S.O.A. from this overtime rate of pay.

Section 4. The City and P.S.O.A. shall reserve the right to negotiate alternative hourly wage/salary agreements for O.E.P. with the following contractors/entities:

a. Inserra Supermarkets Inc., "Hoboken Shop-Rite" store
b. Central Parking Systems
c. Hoboken Housing Authority
d. Hoboken Board of Education

The rate of pay for O.E.P. with respect to the above mentioned shall remain in current practice, for the duration of this agreement or existing agreements with said entities, until such time that all parties (P.S.O.A., City and Contractor) mutually agree

upon other terms as mentioned. **In all other instances, Section(s) 1., 2., & 3., shall apply.**

Section 5. Inserra Supermarkets Inc., "Hoboken Shop-Rite" -- The existing agreement with Inserra Supermarket Inc., "Hoboken Shop-Rite" store shall remain as follows: The hourly rate for outside employment shall remain at $40.00 per hour. Police Officers shall receive $35.00 per hour, and the City shall retain $5.00 per hour for administrative overhead.

Section 6. Central Parking Systems—The existing agreement with Central Parking Systems shall remain as follows: The gross hourly rate for outside employment shall remain at $50.00 per hour with no additional monies added or subtracted from, or retained by the City or the P.S.O.A. from this rate of pay.

Section 7. Hoboken Housing Authority (reserved)

Section 8. The City shall provide the P.S.O.A. with a financial quarterly summary report of all OEP moneys collected, retained and disbursed to ensure proper accounting and record keeping purposes are being fulfilled in accordance with this agreement.

ARTICLE XXXIV – SAVINGS AND SEPARABILITY CLAUSE

Section 1. Should any part of, or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any court decision of competent jurisdiction, the parties agree that with respect to any clause so determined to be invalid, the parties will immediately negotiate said invalid clause so as to bring the same within the legal limits.

ARTICLE XXXV – MISCELLANEOUS

Section 1. The City agrees to provide Hoboken Police Department Uniform Patches to employees.

Section 2. The City will furnish a retirement badge to any member of the bargaining unit who retires after twenty (20) years of service in good standing upon return of all issued equipment.

Section 3. The City agrees to maintain the current gym in police headquarters.

Section 4. The City agrees to allow an employee to carry any weapon approved by the Chief. It is further agreed that each employee prior to carrying a weapon shall qualify with the department's firearms training officer. Said qualification shall be for a period of one year after which the employee shall re-qualify.

Section 5. The City agrees that it shall not be required of employees to sign out of town on time off on their furlough except in alert conditions designated by the Chief, and during a police officer's vacation.

Section 6. In connection with attendance at training schools, the employee shall be provided with a City vehicle, unless it is more practicable for the employee to attend the school directly from home. In such case, the City agrees to pay the employee at the rate per mile then currently established by the Internal Revenue Service for travel plus, tolls for use of his automobile.

Section 7. The City agrees to assign the P.S.O.A. President to a tour of 5 days on, 2 days off, then 4 days on, 3 days off Monday through Friday, during the daylight hours consisting of eight (8) hours. The purpose of this section is to allow the P.S.O.A. President to fulfill the duties of office. The P.S.O.A. President shall not be assigned to police desk duties except as a relief officer or during an emergency.

Section 8. The City shall be permitted to assign officers "one-man" radio cars.

Section 9. The P.S.O.A. agrees to the continuation of the current drug testing program during the term of this Agreement and agrees further that the program shall include testing for chemicals commonly accepted as illegal steroids for the purpose of ensuring that each member be drug and steroid free, pursuant to the Attorney General guidelines. The methodology of the testing shall be approved by the State of New Jersey or other agency generally having jurisdiction over such testing. This guideline will not prevent mandatory drug testing. All costs for the implementation and administration of such a program are to be paid by the City. Before this program is implemented, the P.S.O.A. and City must agree upon a format. This agreement must be approved by the P.S.O.A. counsel. An officer who has been tested can request further testing of their blood, i.e., cholesterol, etc.

Section 10. Bulletin Board. The P.S.O.A. shall be provided with a bulletin board for the posting of association notices and other appropriate materials. Such bulletin board shall be identified with the name of the association, and the association may designate persons responsible therefore.

ARTICLE XXXVI – BILL OF RIGHTS

Section 1. Members of the force hold a unique status as police officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

Section 2. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relation ships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline the following rules are hereby adopted:

(a) The interrogation of a member of the Force shall be at a reasonable hour in light of all circumstances involved, preferably when the member of the Force is on duty.

(b) The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations will be provided. If it is known that the member of the Force is being interrogated as a witness only, he will be so informed at the initial contact.

(c) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

(d) The interrogation of the member shall not be recorded.

(e) The member of the Force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Northing herein shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officers from informing the member of the possible consequences of the acts.

(f) If a member of the Force is under arrest or likely to be, that is if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(g) If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged he shall be afforded an opportunity to consult with counsel or a P.S.O.A. representative before any further interrogation.

Section 3. An employee may see his personnel file upon request. If an employee wishes to answer or supplement any material found in his personnel file, he may do so and his written statement shall become part of the personnel file.

Section 4. Disciplinary actions shall be expunged after five (5) years and disciplinary records removed from the personnel file. The City shall further notify the N.J. Department of Personnel to remove said records from N. J. Department of Personnel files. However no records of salary lost shall be destroyed. No employee's home telephone, address or photograph shall be disclosed to any person who is not a member of the Hoboken Police Department.

Disciplinary charges must be brought in accordance with and subject to New Jersey Statutes, New Jersey Civil Service Regulations and the New Jersey Attorney General Internal Affairs Policy and Procedures (commonly known as the "Attorney General Guidelines").

No police officer will be subjected to questioning with the use of any polygraph machines, psychological stress evaluators or similar lie-detector devises in internal investigations or criminal investigations. Upon request, a police officer will have the right to be accompanied by counsel or any other P.S.O.A. representative of the police officer's choosing during the entire interrogation of the member by the City.

ARTICLE XXXVII – TRAINING

Section 1. All training required by the City shall be conducted on the employee's normal duty time. In the event that any such training is conducted during an employee's off duty time, all hours in training shall be compensated at the rate of time and one-half the officer's regular rate of pay, with a minimum of four (4) hours overtime pay.

ARTICLE XXXVIII – DURATION

Section 1. This Agreement shall be in full force and effect from January 1, 2008 to and including December 31, 2013.

Section 2. The terms of this contract shall continue in effect as written until a new contract is entered into between the parties.

Section 3. Negotiations for a succeeding contract shall commence on or about September 15, 2013. The contract shall be negotiated in accordance with the rules of PERC.

IN WITNESS THEREOF, THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS 14th DAY of APRIL, 2011.

MAYOR AND COUNCIL OF THE CITY OF HOBOKEN

BY

ATTEST:

Mark Tabakin, Esq.
Hoboken Corporation Counsel

HOBOKEN POLICE SUPERIOR OFFICERS ASSOCIATION

Edmond Drishti, PRESIDENT

ATTEST:

Donald B. Ross, Jr., Esq.
Lindabury, McCormick, Estabrook & Cooper
P.S.O.A. Chief Counsel