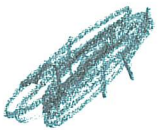
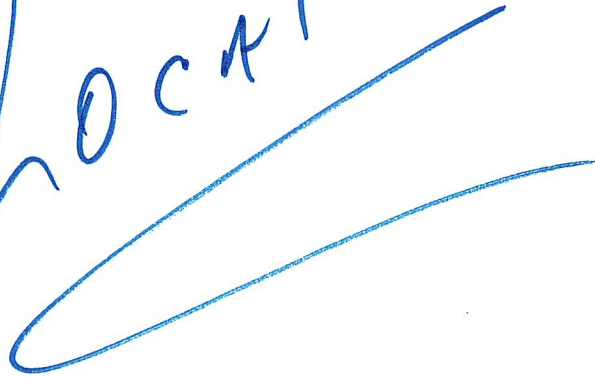


CONTRACT

Local 2

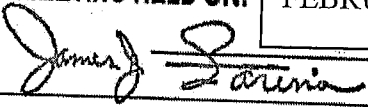


A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON: FEBRUARY 2, 2022

SPONSORED BY: Emily Jabbour

SECONDED BY: Phil Cohen


CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO.: 22-120

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER
INTO THE ATTACHED MOA WITH PBA LOCAL 2**

WHEREAS, the City has been negotiating with the Hoboken Patrolmen's Benevolent Association 2 ("PBA Local 2") to enter into a new contract as the prior agreement has expired; and,

WHEREAS, the City and PBA Local 2 have come to an agreement, which has been memorialized in the attached Memorandum of Agreement ("MOA"); and,

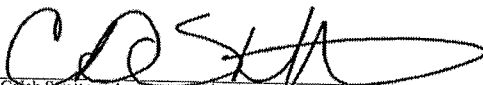
WHEREAS, the City wishes to authorize the Mayor to execute the attached MOA.

NOW, THEREFORE, BE IT RESOLVED, the Mayor or the Mayor's designee may enter into the attached MOA with PBA Local 2, in the same format or substantially similar without substantive changes; and,

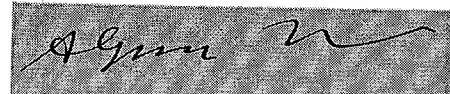
BE IT FURTHER RESOLVED, this approval shall be subject to finalization of the contract terms.

Meeting Date: February 2, 2022

APPROVED:


Chad Stratton, Assistant Business Administrator 2/4/2022

APPROVED AS TO FORM:


Alyssa Witsch, Asst. Corp Counsel 2/3/2022

✓ Vote Record - CC - Resolution 22-120						
☒ Adopted ☐ Denied ☐ Carried			Yes/Aye	No/Nay	Abstain/Alternate	Absent
	Phil Cohen	Seconder	☒	☐	☐	☐
	Mike DeFusco	Voter	☒	☐	☐	☐
	James Doyle	Voter	☒	☐	☐	☐
	Tiffany Fisher	Voter	☒	☐	☐	☐
	Jennifer Giattino	Voter	☒	☐	☐	☐
	Emily Jabbour	Mover	☒	☐	☐	☐
	Joe Quintero	Voter	☒	☐	☐	☐
	Ruben Ramos	Voter	☒	☐	☐	☐
	Michael Russo	Voter	☒	☐	☐	☐

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this _____ day of August 2021 by and between the City of Hoboken (the "City") and the Hoboken Local #2 (hereinafter "Union").

WITNESSETH:

WHEREAS, the City is the public employer of all patrolmen and detectives of the Hoboken Police Department; and

WHEREAS, the Union represents for the purposes of collective negotiations all patrolmen and detectives excluding the ranks of Sergeant, Lieutenant and Captain as referenced in the Collective Bargaining Agreement covering the period January 1, 2014 through December 31, 2017 (hereinafter "Agreement"); and

WHEREAS, the parties have negotiated in good faith in agreeing to terms and conditions of employment covering Union members from January 1, 2018, through December 31, 2023; 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, 2014 through December 31, 2017 shall remain in full force and effect, except as expressly modified herein.
- (2) The terms of the new Agreement shall cover January 1, 2018 through December 31, 2023, *nunc pro tunc*.
- (3) The base salary costs for each step of the salary guides shall be increased by the following amounts.

	2018	2019	2020	2021	2022	2023
Step 1	43,194.93	43,194.93	43,194.93	43,194.93	45,350.00	46,483.75
Step 2	51,451.40	51,451.40	51,451.40	51,451.40	56,350.00	57,758.75
Step 3	59,707.85	59,707.85	59,707.85	59,707.85	67,350.00	69,033.75
Step 4	67,964.30	67,964.30	67,964.30	67,964.30	78,350.00	80,308.75
Step 5	76,220.74	76,220.74	76,220.74	76,220.74	89,350.00	91,583.75
Step 6	84,477.00	84,477.00	84,477.00	84,477.00	100,350.00	102,858.75
Step 7	92,733.65	92,733.65	92,733.65	92,733.65	111,350.00	114,133.75
Step 8	100,990.04	106,000.00	111,000.00	117,000.00	122,754.02	125,822.87

- (4) Effective January 1, 2023, a shift differential of \$100 per full pay period worked shall be paid those officers assigned to work and work the entire pay period on the 001-0801 shift. The differential shall not be paid to any employee while out of work for any reason for a period longer than two weeks.
- (5) The language regarding detective stipend shall be altered to allow for the additional detective to receive that stipend with the understanding that there are no other detectives currently not receiving the stipend.
- (6) All currently employees waive their right to back pay based upon the increase in the top step of the salary guide. Full retroactive pay for all employees who retired before December 31, 2021; no retro pay for active employees.
- (7) ARTICLE X – WORK DAY AND WORK WEEK, amend to reflect current work schedules.
- (8) ARTICLE XVIII – HEALTH BENEFITS, Section 1 shall be amended to reflect the current health benefits and shall also include the following language: The Union recognizes and acknowledges that the NJ Direct 10 plan provides the same or substantially similar benefits and the parties have always acted with the understanding that moving to the SHBP was allowable under the parties' agreement and all current employees and retirees would be moved to the SHBP. Simply put, the parties agree that all employees and current retirees should be moved to the SHBP with access to its plans and are subject to the coverage of the plan selected by the employee or retiree. Notwithstanding that the parties agree that is beneficial and allowable to move all employees and current retirees to the State Health Benefits Plan, and therefore, the Union will not to challenge the parties' decision to enter the SHBP, the City recognizes that Union cannot waive the rights of current retirees to individually challenge the parties' decision to enter the State Health Benefits Plan without the Union's participation.
- (9) ~~Effective January 1, 2022, Chapter 78 premium-sharing contribution rates for all retirees shall be the statutory minimum of 1.5% of base pay.~~
- (10) Article 3, TIME OFF, Section one amend to include Nieces and Nephews.
- (11) Article 3, TIME OFF, Section 5 amend to read: "Whenever City employees are excused from work for any reason, including, but not limited to, for a declared state of emergency, or by an executive order of the Mayor, Governor, President or any other legislative body, members of the Department shall not be considered

See
Addendum

included, and shall be required to work as scheduled without any additional benefit."

- (12) Article 3, TIME OFF, Section 6 which reads: "Blood Donation. Police Officers 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" shall be **deleted and removed** from the Agreement, the remaining Sections shall be renumbered.
- (13) Article XXI, Section 3 shall be amended to remove the following language "Recall will be retained in the specific divisions unless in an emergency."
- (14) Article III, Time Off amend to read: "The City agrees to allow time off upon two hours' notice to any police officer who provides a substitute police officer within the same bureau of the same rank capable of performing the officer's assigned duties. Such requests shall be granted." The remainder of the section shall remain unchanged.
- (15) Article III, Time Off, Section 3 modify to read: "Whenever an employee requests time off for vacation leave, said request shall be received by the Chief at least 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 after the request is made."
- (16) On an annual basis in the City's sole and absolute discretion, which may be applied with or without reason, personnel assigned to special details may be permitted to sell back so-called "F-19 days" to the City if the City so agrees.
- (17) Employees shall receive one day off with pay annually to receive an annual health screening provided that the employee provides the City with a medical fitness for duty certificate indicating the employee is or is not fit for duty based upon the screening results obtained.
- (18) Effective January 1, 2022, the Longevity schedule for any member of the Department hired before November 15, 2016, shall be amended to reflect the following: "Beginning of nineteenth (19th) through twenty-first (21st) year of service: eleven 11 percent of base pay. Beginning of twenty-second (22nd) through twenty-third (23rd) year of service: thirteen (13) percent of base pay,

Beginning of twenty-fourth (24th) year of service: eighteen (18) percent of base pay." These amendments shall not result in any member's current longevity being reduced from the percentage being received on December 21, 2021.

- (19) Each month, the City shall provide the PBA with an itemized accounting of each employee who works an O.E.P. assignment, identifying what job they were paid for, the date of the job, and the amount paid. The City shall also ensure that each employee's OEP paycheck notes the date that corresponds to the job that the employee was paid for during that pay period.
- (20) This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
- (21) The Union 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.
- (22) 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 Union, 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:

Hoboken Local #2

Christopher Hatfield Secretary

Marc Marsi
Marc Marsi - MARC MARSI
PRESIDENT LOCAL #2

WITNESS

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ADDENDUM ("Agreement") is entered into by and between the City of Hoboken ("City") and the Policemen's Benevolent Association, Hoboken Local No. 2 ("PBA").

WHEREAS, the PBA is the exclusive representative for City police officers above the rank of Police Officer (and excluding the ranks of sergeant, lieutenant, captain, deputy chief, and chief) for the purpose of collective negotiations with the City regarding the terms and conditions of their employment; and

WHEREAS, the City and the PBA were parties to a collective negotiations agreement effective January 1, 2014 through December 31, 2017 ("2017 Agreement"); and

WHEREAS, upon the expiration of the 2017 Agreement, the City and the PBA entered into negotiations for a successor collective negotiations agreement; and

WHEREAS, as a result of those negotiations, the City and the PBA agreed upon the terms and conditions of a successor collective negotiations agreement; and

WHEREAS, on December 13, 2021, the PBA ratified a memorandum of agreement ("December 2021 MOA") that memorialized those terms and conditions; and

WHEREAS, thereafter, the December 2021 MOA was presented to the Hoboken City Council for ratification, at which time the City Council expressed a desire to modify certain terms and conditions of the December 2021 MOA pertaining to the City's migration into the State Health Benefits Program; and

WHEREAS, further discussions ensued between the City and the PBA to address the City's requested modifications.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Section "8" of the December 2021 MOA ("Article XVIII—Health Benefits") shall be stricken in its entirety and replaced as follows:

1. Contract Article: **ARTICLE XVIII ("HEALTH BENEFITS")**

Agreed Change: Delete Section "1" in its entirety and modify it accordingly to reflect the following:

The City shall have the right to continually mirror or move to the State Health Benefits Plan "NJ Direct 10" and the

Union agrees that is acceptable coverage. The Union recognizes and acknowledges that the NJ Direct 10 plan provides the same or substantially similar benefits and the parties have always acted with the understanding that moving to the State Health Benefits was allowable under the parties' agreement and all current employees and retirees would be moved to the State Health Benefits Plan. Simply put, the parties agree that all employees and all current and future retirees shall move to the same plan and are subject to the coverage of the plan.

In the event that the City mirrors the State Health Benefits Plan, employee Chapter 78 contributions shall be calculated based upon the State's published rates for the Plan and the coverage selected by the employee and not based upon the City's cost in mirroring the State's Plan. Prescription co-pay rates shall likewise mirror the State Health Benefits Plan.

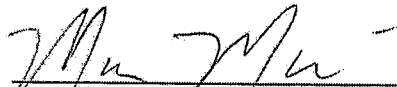
The City shall also mirror the Rx-prescription benefits provided by the State Health Benefits Plan. However, all current retirees shall be treated like current employees. Simply put, the parties recognize that the State plan does not provide the same coverage for active employees as compared to current retirees. Therefore, the City shall provide all active employees and current retirees the same Rx-prescription coverage by providing to both the City's active employees and current retirees the coverage the State Health Benefits Plan provides to active employees to both the City's active employees and retirees.

Effective 30 days after the execution of this Agreement, Chapter 78 premium-sharing contribution rates for all retirees-(current and future retirees) shall be the statutory minimum of 1.5% of their annual pension benefit towards the annual insurance premium. Current retirees who are not contributing towards their medical benefit premium and current employees who had 20 years of pension credit as of June 28, 2011 or who retire on a disability pension shall not be required to contribute unless required to so by statute.

2. The foregoing terms are subject to ratification by the membership of the PBA and by the City's governing body; however, the undersigned representatives executing this Memorandum of Agreement and all members of the parties'

respective negotiating teams represent and warrant that they have negotiated the foregoing terms in good faith, that they will urge their respective constituencies to ratify this Agreement, and that they themselves will vote to ratify this Agreement when called upon to do so.

FOR THE PBA:



Marc Marsi, President

02-2-2022
Date

FOR THE CITY:

Hon. Ravinder S. Bhalla, Mayor

Date

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

FEB 20 2019

9.A.3.1

SPONSORED BY: *EMJ*

SECONDED BY: *N. Redman*

James J. [Signature]
CITY OF HOBOKEN

CITY CLERK
RESOLUTION NO.:

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER
INTO AN AGREEMENT WITH THE PBA REGARDING VACATION
TIME**

WHEREAS, the New Jersey State Policemen's Benevolent Association ("PBA") represents all police officers holding the rank of patrolmen and detectives excluding Sergeants, Lieutenants, and Captains (hereinafter "Officers"); and,

WHEREAS, the Officers are permitted to accumulate a maximum of two years unused vacation time; and,

WHEREAS, Officers who do not utilize their vacation time automatically lose any vacation days accumulated over the two-year maximum; and,

WHEREAS, the attached list of Officers depicts all officers who have accumulated vacation time beyond the two-year maximum; and,

WHEREAS, the Administration has negotiated a one-time accommodation to pay the Officers for the accumulated time in accordance with the attached Memorandum of Agreement ("MOA"); and,

WHEREAS, the Hoboken City Council seeks to approve the execution of the attached MOA and to authorize payment be made in accordance with the MOA.

NOW, THEREFORE, BE IT RESOLVED, that Mayor and/or the Mayor's designee is authorized to enter into the attached MOA and make payments in accordance with the MOA to the PBA members listed for accrued vacation time; and,

BE IT FURTHER RESOLVED, the Mayor and Corporation Counsel may take any other action necessary to complete the intent and purpose of this resolution.

Meeting Date: February 20, 2019

APPROVED: *[Signature]*

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM: *[Signature]*

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

✓ Vote Record - CC - Resolution						
☐ Adopted ☐ Denied ☐ Carried		Yes/Aye	No/Nay	Abstain/Alternate	Absent	
	Peter Cunningham	☒	☐	☐	☐	
	Mike DeFusco	☐	☐	☐	☐	
	James Doyle	☐	☐	☐	☐	
	Vanessa Falco	☐	☐	☐	☐	
	Tiffany Fisher	☐	☐	☐	☐	
	Emily Jabbour	☐	☐	☐	☐	
	Ruben Ramos	☐	☐	☐	☐	
	Michael Russo	☐	☐	☐	☐	
	Jennifer Giattino	☐	☐	☐	☐	

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this ____ day of _____ 2018 by and between the City of Hoboken (the "City") and the New Jersey State Policemen's Benevolent Association (hereinafter "Association").

WITNESSETH:

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

WHEREAS, the Association represents all police officers holding the rank of patrolmen and detectives excluding Sergeants, Lieutenants, and Captains (hereinafter "Officers"); and

WHEREAS, the Officers are permitted to accumulate a maximum of two years unused vacation; and

WHEREAS, Officers who do not utilize their vacation automatically lose any vacation accumulated days over the two-year maximum; and

WHEREAS, the Officers on the attached list have accumulated more than two years vacation in violation of the limitation on accrual of vacation days; and

WHEREAS, the City has agreed as a one-time accommodation to pay the Officers for the accumulated time referenced on the attached sheet; and

WHEREAS, the parties wish to memorialize those terms and conditions of this one accommodation,

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. The Association acknowledges and agrees that Officers are only permitted to accumulate a maximum of two years unused vacation; and
2. The City shall as a one-time accommodation pay the Officers on the attached list for the vacation time indicated on the attached list that they have accumulated over the two-year maximum; and
3. The City shall make said payment within six months of both parties executing this Agreement; and
4. The Association acknowledges and agrees that the City's accommodation in paying the Officers on the attached list does not set any precedent and shall not happen in the future; and

5. The Association acknowledges and agrees that the attached list is complete and any Officer not on the list who may have accumulated more than two years vacation shall automatically lose any vacation days accumulated over the two-year maximum without recourse, warning or reimbursement of any kind; and
6. The Association acknowledges and agrees that it is the current policy, and going forward, that any Officers who do not utilize their vacation shall automatically lose any vacation days accumulated over the two-year maximum without recourse, warning or reimbursement of any kind; and
7. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
8. The Association conducted a ratification meeting and voted to accept the above Agreement. Therefore, this Memorandum of Agreement shall be presented to the City for approval.
9. 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:

PBA

WITNESS

 MARC MAKSI
PRESIDENT LOCAL #2

Attachment: PBA Agreement Backup (Resolution Approving an Agreement with PBA)



POLICE DEPARTMENT



9.A.3.1.b

CITY of HOBOKEN

ONE POLICE PLAZA

HOBOKEN, NJ 07030-5704

Kenneth F. Ferrante
Chief of Police

Telephone: (201) 420-2002
Facsimile: (201) 714-9415

January 11th, 2018

Detective Marc Marsi, PBA President
1 Police Plaza
Hoboken, NJ 07030

Dear President Marsi,

The following are the vacation days that members of your association have remaining accrued, pre-dating January 1st, 2017:

Detective William Collins	20
Detective Christine Collins	15
Detective Andrew Perez	10
Police Officer Patrick McNamara	1
Police Officer Dylan Archilla	3
Police Officer Freddy Rivera	13
Police Officer Justine DePascale	10
Police Officer Juan Madera	14
Detective Anthony Caruso	16
Detective Jen Lee	7
Police Officer Bianca Arroyo	4
Police Officer Joe Cahill	2
Police Officer Ray Calderon	13
Police Officer Brandon Fitzgibbons	3
Police Officer Orlando Moctezuma	20
Police Officer Mark Mullins	13
Police officer Fabian Quinones	6
Police Officer Sam Williams	5
Police Officer Luke Zeszotarski	2

You had informed me that you and your Union Counsel were in discussions/negotiations regarding this matter. I will hold these days in abeyance until a resolution is made. Please let me know if there is any way that I can assist you and the City Administration on this topic.

Sincerely,

Kenneth F. Ferrante

Attachment: Vacation Days Banked in Excess of 2 years (Resolution Approving an Agreement with PBA)

INTRODUCED BY:
 SECONDED BY:

CITY OF HOBOKEN
 RESOLUTION NO. 16-696

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO
 ENTER INTO A MEMORANDUM OF AGREEMENT WITH
 HOBOKEN LOCAL #2 (PBA) UNION

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 Hoboken Local #2 (PBA) Union; 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 City of Hoboken, by the Mayor, Corporation Counsel, and Business Administrator recommend that the terms memorialized in the attached Memorandum of Agreement be accepted by the City Council of the City of Hoboken.

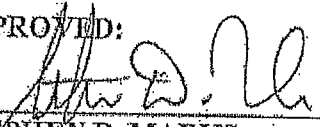
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the City of Hoboken is hereby authorized to enter into the attached Memorandum of Agreement with Hoboken Local #2 (PBA) Union; and:

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.

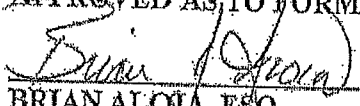
Meeting date: December 7, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffany Fisher	/			
David Mello	/			
Ruben Ram6s, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

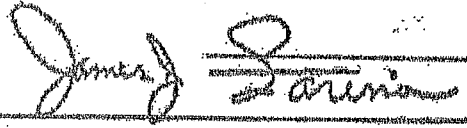
APPROVED:


STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:


BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: DEC 07 2016


CITY CLERK

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this _____ day of November 2016 by and between the City of Hoboken (the "City") and the Hoboken Local #2 (hereinafter "Union").

WITNESSETH:

WHEREAS, the City is the public employer of all patrolmen and detectives of the Hoboken Police Department; and

WHEREAS, the Union represents for the purposes of collective negotiations all patrolmen and detectives excluding the ranks of Sergeant, Lieutenant and Captain 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 Union 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, *nunc pro tunc*.
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.
4. Retro payments shall be made within a reasonable period of time.
5. Any employees hired on or after November 15, 2016, 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. Effective January 1, 2017, all officers assigned to the Investigative Bureau as detectives shall receive an annual \$3,000 stipend which shall not be considered part of base salary for overtime, pension or any other purpose. Officers assigned to the position of detective shall not be entitled to the stipend for the first 90 days of the employee's assignment. The first 90 days of an employee's assignment to the position of detective shall be considered probationary and if the employee completes the probationary period, the employee shall thereafter be entitled to receive the stipend which shall be paid on a biweekly basis as part of the employee's regular paycheck for the duration of the assignment. The parties also recognize and agree that the Chief has complete discretion as to which employees are assigned as detective(s) and the Chief may at any time remove an employee from the detective assignment with or without cause.
7. 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 \$5.00 shall be deducted from the gross hourly wage, by the City, as agreed by the membership and forwarded in quarterly installments to the P.B.A.'s Good and Welfare Fund.
- c. The employee's final gross hourly wage for O.E.P. shall be \$65.00 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

MM

initially 8-hour scheduled job. There shall be no additional monies added or subtracted or retained, by the City or P.B.A. from this overtime rate of pay.

8. ARTICLE XXVIII-SICK LEAVE, Section 2, shall be amended to read as follows: 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).
9. ARTICLE XXVIII -SICK LEAVE, Section 3, shall be amended to read as follows:
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. Grievance procedural steps shall be revised to reflect 7 business days at each step. Article VIII, entitled "Grievance Procedure", under Step 1, replace "Filed" with "raised at Step 1." Define a "business day" as "any day that is not a Saturday, Sunday, or legal holiday." Under Step 4, correct typo to read "Step 3" instead of "Step 2."
11. The attached policies for Sick Leave, On-duty injury, and Time off policy shall be incorporated into the Agreement.

MM

12. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
13. The Union 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.
14. 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 Union, 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:

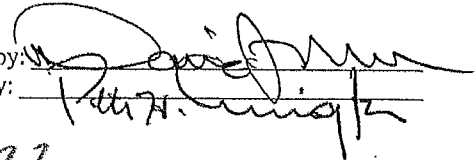
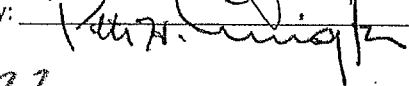
Hoboken Local #2

Christopher M. McDonald
WITNESS

MARC MARSE

MM

1st reading
2-3-15 (1)

Sponsored by: 
Seconded by: 

CITY OF HOBOKEN
ORDINANCE NO. 2-333

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	/			

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	

Approved as to Legal Form:

Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of ____, 2015

James Farina, City Clerk

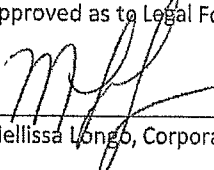
☐ Vetoed by the Mayor for the following
reasons: _____

-or-

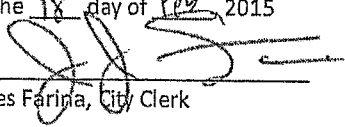
☐ Approved by the Mayor
On the ____ day of ____, 2015

Dawn Zimmer, Mayor

Approved as to Legal Form:


Melissa Longo, Corporation Counsel

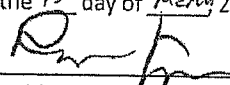
Adopted by the Hoboken City Council
By a Vote of 7 Yeas to 0 Nays
On the 18 day of Feb 2015


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

Att. 3rd

8

1st reading
7-17-11

Sponsored by: [Signature]
Seconded by: Peter J. Longo

9/7/11

CITY OF HOBOKEN
ORDINANCE NO. Z-121

**AN ORDINANCE TO AMEND THE TABLE OF ORGANIZATION FOR
POLICE AND FIRE UNDER CHAPTER 59A ENTITLED
"DEPARTMENT OF PUBLIC SAFETY"**

WHEREAS, the City Council of the City of Hoboken shall establish the authorized strength of its Police and Fire divisions; and,

WHEREAS, the City Council deems it important to provide the best quality of public safety for its residents in the most cost efficient manner possible.

NOW, THEREFORE, BE IT ORDAINED by the Hoboken City Council, County of Hudson, in the State of New Jersey as follows (deletions noted by ~~strikethrough~~, additions noted by underline):

Section One: Section 59A-8 amendments

§ 59A-8. Establishment of Division.

- A. 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 ~~foreesworn~~ personnel:

<i>Rank/Position</i>	<i>Number</i>
Chief	4
Captain	8 (until June 30, 2006) 6 (effective July 1, 2006)
Lieutenant	17
Sergeant	33
Police Officer	120
Administrative Secretary	4

<u>Rank Position</u>	<u>Number</u>
<u>Chiefs</u>	<u>1</u>
<u>Captains</u>	<u>3</u>
<u>Lieutenants</u>	<u>12</u>
<u>Sergeants</u>	<u>26</u>

~~B. All personnel constituting the Division of Police heretofore and in service prior to July 1, 1986, are hereby continued in their employment and in their respective ranks or position and made a part of the Division of Police hereby established, with all rights to which they are now entitled as to years of service and pension.~~

Section Two: Section 59A-31 amendments

§ 59A-31.Staff.

A. The staff of the Division of Fire shall not exceed the following sworn personnel, ~~force~~, within the budgetary constraints established by the Council:

<i>Rank/Position</i>	<i>Number</i>
Chief	4
Deputy Chief*	4/0
Battalion Chief	9
Captain	32
Training Officer/Captain	4
Hazmat Captain	4
Fire Marshal/Captain	4
Arson Investigator/Captain	4
Maintenance Officer	4
Fire Inspector	2
Firefighter	92
Fire Alarm Operator	8

<u>Rank/Position</u>	<u>Number</u>
<u>Chief</u>	<u>1</u>
<u>Battalion Chiefs</u>	<u>7</u>
<u>Captains</u>	<u>30</u>
<u>Firefighters</u>	<u>68</u>

~~*The position of Deputy Fire Chief shall be reduced from two (2) to one (1) effective immediately upon the adoption of this Ordinance DR-353. It shall thereafter be abolished upon the retirement, promotion or separation of service of any incumbent holding the position of Deputy Fire Chief at the time this Ordinance DR-353 is adopted.~~

~~B. All personnel constituting the Division of Fire heretofore and in service prior to July 1, 2002 are hereby continued in their employment and in their respective ranks or position and made a part of the Division of Fire hereby established, with all rights to which they are now entitled as to years of service and pension.~~

- ~~C. In the event of a vacancy in any rank or position, such rank or position shall not be filled by the appointing authority unless there shall be vacant rank or position pursuant to the table of organization set forth herein.~~
- ~~D. The maximum number of firefighters in this section shall not be applicable until a certified Captains' Eligibility List is promulgated by the New Jersey Department of Personnel.~~

Section Three: Repeal of Inconsistent Provisions

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.

Section Four: Severability

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 Five: Effective Date

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

Section Six: Codification

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.

Proper signs shall be erected in accordance with the current "Manual on Traffic Control Devices." The City Clerk shall immediately forward a certified copy of this Ordinance to the New Jersey Department of Transportation.

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.

Date of Introduction: July 1, 2011

Approved as to Legal Form:

Mark A. Tabakin, Corporation Counsel

Adopted by the Hoboken City Council

☐ Vetoed by the Mayor for the following reasons: _____

-or-

By a Vote of 5 Yeas to 4 Nays
On the ____ day of ____, 2011

[Signature]
James Farina, City Clerk

Adopted 9-7-11

☒ Approved by the Mayor
On the 8 day of SEPT, 2011

[Signature]
Dawn Zimmer, Mayor

4/14/11

AGREEMENT
BETWEEN
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.,
HOBOKEN LOCAL #2

JANUARY 1, 2008 THROUGH DECEMBER 31, 2013

Mark Tabakin, Esq.
Corporation Counsel
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
(201) 420-2057

Donald B. Ross, Jr., Esq.
Lindabury McCormick Estabrook & Cooper
53 Cardinal Drive
P.O. Box 2369
Westfield, New Jersey 07091-2369
(908) 233-6800

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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, hereinafter referred to as the "City," and the New Jersey State Policemen's Benevolent Association, Inc., Hoboken Local #2, hereinafter referred to as the "P.B.A.," which mutually agree to be bound by the terms and provisions of this Agreement.

ARTICLE I - RECOGNITION

Section 1. The City hereby recognizes the P.B.A. as the exclusive representative and bargaining unit for all patrolmen and detectives ("employees") of the Hoboken Police Department ("Department"), excluding the ranks 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 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.B.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, the duly elected representatives of the P.B.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.B.A. dues as required by P.B.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.B.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 days 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/Bat Mitzvah, marriage and graduation of employee's children.
- (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 substitute police officer within the same bureau of the same rank capable of performing his assigned duties. Such request shall be granted at the discretion of the Chief. In the absence of the Chief, such request shall be granted at the discretion of the officer designated by the Chief to act in his absence. 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 vacation or back time owed, said request shall be received by the Chief at least 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.B.A. activities. Provided that at least twenty four (24) hours notice is given to the City by the P.B.A., the following leaves shall be granted:

a. Convention Leave. The City agrees to grant the necessary time off, without discrimination, to any employee designated by the P.B.A. to attend any State or national P.B.A. convention as provided by N.J.S.A. 11A:6-10. No more than the maximum number of employees permitted under this statute shall be granted time off to attend any such convention.

b. Civic or Charitable Events. Not more than four (4) P.B.A. representatives shall be permitted to attend P.B.A. or City sponsored events such as civic or charitable activities.

c. Local P.B.A. Meetings. Time off shall be granted to the P.B.A. Executive Board members to attend regular, special or emergency meetings of the P.B.A., not to exceed two (2) hours for each meeting. Members of the Executive Board include the President, Vice President, Financial Secretary, Recording Secretary, Sergeant at Arms and the State P.B.A. Delegate.

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

Section 6. Blood Donation. Police Officers 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 Officers who work a steady 5-2, or steady 5-2, 4-3 workweek shall be entitled to holidays off. Holidays are: New Years Day, Martin Luther King's Birthday, President's Birthday, 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 Officers 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 division.

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. Emergency Leave. Police Officers shall be granted emergency vacation as a deduction from their vacation allotment for serious illness, (including childbirth) in the

immediate family necessitating the employee's presence with the family member seriously ill. This request shall not be for more than three (3) vacation days. If an officer has on more than three separate occasions during his career utilized emergency vacation under this section, the Chief may at his discretion require substantial documentation or written medical verification. Verified emergency vacation requests shall be granted regardless of manpower ability.

Section 11. 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) police officers 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 may request a leave of absence without pay from his employment for a period not to exceed one-hundred eighty (180) days which 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 Civil Service Commission. 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. In the case of an emergency, a leave of absence may be requested by the P.B.A. for two (2) of its members, which shall be granted, if at the time of the request there are no more than two police officers on leave of absence. The limitation will not apply if the Chief determines that available manpower will permit the granting of such leave in addition to the two (2) members 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 a 100% lump sum payment. If a member's terminal leave should cross over to another calendar year, he then shall receive two (2) checks, one for the year he is in and another in January of the next year for the remainder of his terminal leave. An employee may also choose to receive his terminal leave, accumulated vacation time and other payments due in two or three equal annual installments.

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 one year's salary at the time of the employee's retirement. 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. If an employee remains active for more than 28 years, he forfeits his right to this stipend.

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

Section 5. All employees who were employed prior to January 1, 1992 shall receive three (3) work days at the time of retirement above and beyond monies owed to the employee.

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 Agreement, and as provided elsewhere in this Agreement, shall recognize only officials of the P.B.A. as the official representative. 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.B.A.

ARTICLE VII – PROTECTION OF RIGHTS

Section 1. A discharged or suspended employee must notify the P.B.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 Civil Service Commission 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 Civil Service Commission 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.B.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.B.A. within the prescribed time, then the P.B.A. shall submit a written grievance to Chief of Police or his designee. The Chief shall inform the P.B.A. in writing of the City's 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.B.A.

Step 3. If the grievance is not resolved through Step 2, or if no answer has been received by the P.B.A. within the prescribed time, then the P.B.A. shall submit a written grievance to the Director of Public Safety or any person designated by him, with a copy to the Chief. The Director shall inform the P.B.A. in writing of the City's 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.B.A.

Step 4. If the grievance is not settled to the satisfaction of the P.B.A. or the employee within seven (7) days as provided in Step 2, then the P.B.A. or the employee may request that a grievance be submitted to arbitration as hereinafter set forth.

Step 5. Arbitration. If the grievance has not been settled through the grievance procedure then the P.B.A. may request the Public Employee Relations Commission (PERC) 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.B.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.B.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.B.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 and/ or to process grievances (including meeting with individual grievants). 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- EXAMINATION AND IDENTIFICATION

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

Section 2. The City reserves the right to select its own examiner or physician, and the P.B.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 work week shall consist of a 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 either a five (5) days on, three (3) days off or modified (See Section 7) five (5) days on, two (2) days off, followed by four (4) days on, three (3) days off schedule subject to the approval of the Chief of Police.

Section 2. The Uniformed Bureau 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

0801 to 1601 Hours

1601 to 0001 Hours

2001 to 0401 Hours

Section 3. All other personnel are subject to a flexible hourly starting time. Employees shall report for duty ten (10) minutes prior to the beginning of their respective tour of duty.

Section 4. When an employee is recalled to duty, he shall be considered on duty from the time he/she received the call until the time he/she 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 in 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 shall retain the right to adjust an officer's work schedule, including reporting times, to meet a public safety concern. If the Chief 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. (a) The Union recognizes that under N.J.S.A. Title 40, the Chief manages the day-to-day operations of the police department. There shall be bidding for steady shifts for uniformed motorized patrol on a seniority basis. All bids shall be : than September 15. The new shift assignments shall be later than forty-five (45) days thereafter. Assignments requiring excluded from this section. For the purposes of this section, calculated based on the year of appointment to the Hoboken nt. Prior service of any kind will not be calculated. Time during oyece has been on leave of absence without pay shall not be dulation of years of service for determination of seniority.

.A. agrees not to implement the seniority bidding of shifts under this article until such time as the P.B.A. and the Chief shall agree.

NOT C.B.A.
Article X.
Section 3.
(10) mins.

(c) The Chief agrees to create an annual non-binding shift preference form.

Section 7. Notwithstanding Section 1 of this Article, and regardless of an officer's work schedule or assignment, all police officers working outside the Uniformed Bureau Motorized Patrol Squads 1 through 8, must work at a minimum an amount of days in each calendar year equal to the number of days which the Uniform Bureau Motorized Patrol Squad would work if its first work day were January 1 of that year.

ARTICLE XI - VACATION AND VACATION PAY

Section 1. For employees hired prior to July 2, 1993, annual vacation shall be granted in accordance with the following schedule:

- (a) Employees with more than five (5) years of service but less than fifteen (15) years of service shall be granted thirty-two (32) working days of vacation.
- (b) Employees with fifteen (15) years or more service shall be granted thirty-seven (37) working days of vacation.

Section 2. For employees hired after July 1, 1994, annual vacation shall be granted in accordance with the following schedule:

- (a) Employees during their first two (2) years of service shall be granted twelve (12) working days vacation.
- (b) Employees with two (2) years of service but less than five (5) years of service shall be granted nineteen (19) working days vacation.
- (c) Employees with five (5) years of service but less than ten (10) years of service shall be granted twenty-one (21) working days vacation.
- (d) Employees with ten (10) years of service but less than fifteen (15) years of service shall be granted twenty-five (25) working days vacation.
- (e) Employees with fifteen (15) or more years of service shall be granted thirty (30) working days vacation.

Section 3. 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 4. Except as modified by Article V, Section 4, on January 1 of each year the annual vacation entitlement for each employee shall be vested. Vacation time shall be accrued from January 1 to December 31. Vacation shall be scheduled in accordance with the present system now in effect.

- (a) The City may repurchase vacation time once a year at the employee's option. It is understood, that if the City repurchases for one officer, it must do so for all officers who apply during the calendar year.

- Section 5.** Vacation pay shall be paid in advance of vacation on the payday preceding the start of the employee's vacation period. A request must be made in writing at least one pay period in advance of the pay date to receive vacation pay in advance. 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 exchange vacation time if it does not interfere with normal conduct of work within the division.
- Section 7.** Vacations shall be divided into four approximate periods as determined by the Chief of Police or as otherwise agreed by the parties. Such periods shall run from approximately June 15 to September 15. Each vacation period shall be a maximum of fifteen (15) days.
- Section 8.** Recruits shall not be eligible for vacation leave until the completion of their basic training. All days accumulated during this period of time may be utilized however upon completion of the academy.

ARTICLE XII - P.B.A. ACTIVITY

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

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

ARTICLE XIII – PAYROLL RECORDS

Section 1. Any authorized representative of the P.B.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.B.A. representative unless the employee provides to the City an appropriate written authorization.

Section 2. Payroll deduction of P.B.A. 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 in each pay period from the salary of each employee, the sum certified as P.B.A. dues and shall forward the sum to the P.B.A. treasurer and/or other duly authorized P.B.A. officer. Once an authorization is given, it shall remain in effect unless terminated by the employee upon 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 P.B.A. 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 P.B.A. for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the P.B.A. as majority representative.

Prior to the beginning of each membership year, the P.B.A. will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the P.B.A. 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 P.B.A. as majority representative the representation fee shall be equal in amount to the regular membership dues, initiation fees and assessments charged by the P.B.A. 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 P.B.A. will submit to the City a list of these employees who have not become members of the P.B.A. 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 P.B.A..

- (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 P.B.A. 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 P.B.A. will, as nearly as possible, be the same as those for the deduction and transmission of regular membership dues to the P.B.A..

The P.B.A. 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 P.B.A. 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 P.B.A. 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 P.B.A.. Such proceedings shall provide for an appeal by either the P.B.A. 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 such dispute or appeal. Upon receipt of a written request of the City, the P.B.A. shall furnish the City with a copy of its Rules and Regulations application to its "Demand and Return" system.

Section 4. The P.B.A. 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 P.B.A. under this Article.

ARTICLE XIV – RIOTS AND FIRE DUTY

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

ARTICLE XV – MUTUAL AID

The City shall ensure 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 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 an annual maintenance allowance of \$1300.00 for uniforms and personal equipment payable 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 twenty-four (24) months will take place for all other changes unless otherwise agreed to by the P.B.A..

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, P.L. 1972.

Section 4. When an employee is on sick leave, injury leave or workers 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 dental plan at not less than the cost of the plan in existence on the date of execution of this Agreement.

Section 7. Each employee, including eligible retired employees and their dependents, shall be provided with a prescription plan as negotiated with the P.B.A. The co-payment shall be \$5.00 for generic drugs and \$10.00 for name brand drugs.

Section 8. Vision Plan. Each employee, including eligible retired employees and their dependents, shall be provided with a vision plan as negotiated with the P.B.A..

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.

Section 2. Employees whose anniversary falls between January 1 and June 30 shall be paid their longevity increment as of July 1. Employees whose anniversary date falls between July 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.

ARTICLE XX – SALARIES

The base salaries for police officers are set forth on the attached "PBA Salary Step Guide" and the explanatory attachments.

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 rotating 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 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 an employee has a valid reason to refuse, he/she will automatically be passed by. This roster 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 and 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 employee 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 four (4) 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. 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 for trials and hearings.

ARTICLE XXII - HOLIDAYS

Section 1. Each employee who works on New Year's Day, Easter Sunday, Thanksgiving Day or Christmas Day shall receive a ninety dollar (\$90.00) stipend for each holiday worked. This stipend shall be paid within two weeks of the holiday. There shall be no other holiday compensation.

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. When an employee is injured in the line of duty, the employer agrees to bear the cost of all medical, surgical, therapeutic and pharmaceutical bills as required by law.

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.

Section 4. An employee who is seriously injured in the line of duty and is transported to a hospital must be accompanied by another police officer until said employee is admitted or released from the hospital.

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, and 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 – MOTOR VEHICLES

- Section 1. All motor vehicles should be kept up to comply with state inspection standards and law.
- Section 2. Employees will be allowed to remove uniform hats while operating in motor vehicles. However, hats must be worn at all times when not in motor vehicles.
- Section 3. The City agrees to install air conditioning units in all police cars.
- Section 4. The City agrees to equip all police patrol cars with the following items:
- (a) Two (2) outside mounted spotlights.
 - (b) Shield between front and rear seats.
 - (c) Police Radio.
 - (d) Trunk release apparatus enabling the opening of the trunk from inside vehicle.
 - (e) Rear doors shall have non-operable interior door locks.

ARTICLE XXVII -- RE-OPENER CLAUSE

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

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.

Section 3. The P.B.A. agrees to eliminate this provision once all other unions with the City of Hoboken have agreed to same. Once the last union agrees to the elimination of this provision, this article will be considered invalid.

ARTICLE XXVIII - SICK LEAVE

Section 1. 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 2. 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.

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 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 pro rated, 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 365, times the number of injury days in excess of fifteen (15).

Section 3. 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 4. The sick leave monitoring policy in effect at the signing of this agreement is hereby fully implemented. Said policy is attached hereto as Addendum A and incorporated fully herein. Medical examinations required by the City shall be provided at no cost to the employee, with the exception of those on monitoring status who are required to provide doctor's certificates for less than 24 hours sick leave, as required by Article IX. If the City wishes to verify that an officer is at home during sick leave, such visits may only be scheduled during the officer's tour of duty. However, anyone in monitoring status may be called at any time.

ARTICLE XXIX – STANDARDS FOR EMPLOYEES

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

ARTICLE XXX – 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. The City agrees that in the uniform division, detective division and records division, which shall have a rank vacancy due to vacation, sick leave, time owed, or other reason, shall be filled at all times. Any duties of a higher rank position will be performed by the next lower rank and that lower rank shall receive the salary commensurate with those duties. It will be at the Chief's discretion to make assignments to the vacant position.

ARTICLE XXXI – TUITION REIMBURSEMENT

The City shall maintain the 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

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 XXXII - LEGAL

Section 1. The City agrees to provide all employees with all necessary legal advice 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 Officer 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.B.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 per covered member, payable in equal quarterly installments.

ARTICLE XXXIII - DETECTIVES

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

ARTICLE XXXIV - OUTSIDE EMPLOYMENT

Section 1. The City agrees that employees may partake of other gainful employment outside of the Department provided 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) hours 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.B.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.B.A. from this overtime rate of pay.

Section 4. The City and P.B.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.B.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.B.A. from this rate of pay.

Section 7. Hoboken Housing Authority (reserved)

Section 8. The City shall provide the P.B.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 XXXV -- 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 decision by a court 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 XXXVI -- 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 valid 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 P.B.A. President shall be assigned to the office of the PBA and shall work a tour of 5 days on, 2 days off, followed by 4 days on and 3 days off Monday through Friday, during the daylight hours consisting of eight (8) hours. He shall have the option of changing his tour in order to address the needs of the P.B.A. membership. He shall submit his work schedule, and shall report directly to, the Chief of Police.

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

Section 9. The P.B.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.B.A. and City must agree upon a format. This agreement must be approved by the P.B.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.B.A. shall be provided with a bulletin board for the posting of P.B.A. notices and other appropriate materials. Such bulletin board shall be identified with the name of the P.B.A., and the P.B.A. may designate persons responsible therefor.

Section 11. The parties agree to the formation of a joint P.B.A./City Committee to research the feasibility and cost effectiveness of establishing an Employee Assistance Plan for all union members.

Section 12. A newly appointed police officer shall only receive prior service credit for service time with the City of Hoboken. Prior service credit will only apply to longevity. It will not apply to seniority, vacation allotment, promotion eligibility or other articles of this agreement affected by years of service calculations. Part-time city employees shall receive 50% of their prior service credit with the City of Hoboken consistent with sentences one and two of this section. Police officers transferring from non-Hoboken agencies, including other law enforcement agencies shall not receive any prior service credit.

ARTICLE XXXVII - 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 relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Department. These questions may require investigation 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 Department shall be at a reasonable hour in light of all circumstances involved, preferably when the member 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 Department is being interrogated as a witness only, he will be so informed at the initial contact.

(c) The questioning shall be reasonable in length. 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 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. Nothing 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 under investigation.

(f) If a member of the force is under arrest or likely to be, that is if he/she 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.B.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 New Jersey Civil Service Commission to remove said records from its 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 except as otherwise required by law.

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 devices in internal investigations or criminal investigations. Upon request, a police officer will have the right to be accompanied by counsel or any other P.B.A. representative of the police officer's choosing during the entire interrogation of the member by the City.

ARTICLE XXXVIII - TRAINING

Section 1. Each employee shall be required to attend five (5) training sessions during a calendar year. Each calendar year shall run from January 1 through December 31. Each session shall be no longer than four (4) hours. Training sessions are to be used for training only, and at no time is an employee to be assigned police duties.

Section 2. Training sessions are to be held on employee's working days only and between the hours of 0800 to 0001. At no time is an employee to be recalled on a furlough day or vacation day. If an employee is recalled for training on a furlough, he shall be paid at regular overtime rate at one and one-half the current salary. An employee recalled on a vacation day for training shall be paid according to Article XX, Section 5 of this agreement.

ARTICLE XXXIX - 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 and shall be conducted in accordance with the rules of PERC.

IN WITNESS THEREOF, THE PARTIES HAVE SET THEIR HANDS AND

SEALS THIS 14 DAY OF APRIL, 2011.

MAYOR AND COUNCIL OF
THE CITY OF HOBOKEN

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.,
HOBOKEN LOCAL #2

BY: Don Hym

BY: Vincent T. Lombardi 4/14/11

Vincent T. Lombardi
President

ATTEST:

Mark Tabakin
Mark Tabakin, Esq.
Hoboken Corporation Counsel

ATTEST:

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

Hoboken P.B.A. Salary Step Guide to 12/31/2013

Wage Scale: 1/1/2008 to 12/31/2010					
Step #	Beginning Yr of Service	as of 12/31/2007	1/1/2008		
			3.5% 10 Steps	3.5% 10 Steps	2.0% 10 Steps
1a.	(1-6mo)	\$34,449.00	\$35,654.71	\$36,902.62	\$37,640.67
1b.	(7-12)	\$35,619.00	\$36,865.66	\$38,155.96	\$38,919.07
2	2	\$40,298.00	\$41,708.43	\$43,168.23	\$44,031.59
3	3	\$46,147.00	\$47,762.14	\$49,433.81	\$50,422.48
4	4	\$53,165.00	\$55,025.77	\$56,951.67	\$58,090.70
5	5	\$59,014.00	\$61,079.49	\$63,217.27	\$64,481.62
6	6	\$64,863.00	\$67,133.20	\$69,217.27	\$70,872.52
7,8	7,8	\$79,434.00	\$82,214.19	\$85,091.69	\$86,793.52
9,12	9,10,11,12	\$80,117.00	\$82,921.10	\$85,823.34	\$87,539.81
13	13+	\$80,542.00	\$83,360.97	\$86,276.60	\$88,004.17

Wage Scale: 1/1/2011 to 12/31/2013					
Step #	Beginning Yr of Service		1/1/2011		
			2.00% 8 Steps	1.95% 8 Steps	1.95% 8 Steps
Step 1	0-12		\$38,393.50	\$39,142.17	\$39,905.44
Step 2	2		\$45,732.19	\$46,623.97	\$47,533.14
Step 3	3		\$53,070.88	\$54,105.76	\$55,160.82
Step 4	4		\$60,409.56	\$61,587.55	\$62,788.51
Step 5	5		\$67,748.25	\$69,069.34	\$70,416.19
Step 6	6		\$75,086.93	\$76,550.95	\$78,043.69
Step 7	7		\$82,425.62	\$84,032.92	\$85,671.56
Step 8	8+		\$89,764.25	\$91,514.65	\$93,299.19