

MEMORANDUM OF AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

4. Retro payments shall be made within a reasonable period of time.
5. Any employees hired by the City for employment on or after November 15, 2016, and thereafter promoted shall not be entitled to longevity. Therefore Article XIX – Longevity of the parties Agreement shall be amended to provide that “Any employee hired on or after November 15, 2016, shall not be entitled to Longevity. Employees hired on or before November 14, 2016, shall be paid Longevity according to the following schedule:” The remainder of the article shall be left unchanged.
6. The Longevity schedule for employees hired before November 15, 2016, shall be amend to reflect the following: “Beginning of twenty-fourth(24th) year of service fifteen (15%) percent base pay. Beginning of twenty-fifth year of service eighteen (18%) of base pay.” The reference to longevity at the 26th year of service shall be removed.
7. Effective on or about March 1, 2018, upon the expiration of the current active Sergeant's promotional list, New Jersey Civil Service Commission Code PM5098, any police officers promoted to a new rank that were not previously a superior officer will achieve top pay as follows:
Sergeant
1st year \$105,000
2nd year \$110,000
Lieutenant
1st year \$115,000
2nd year \$120,000
Captain
1st year \$125,000
2nd year \$130,000

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

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

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

- a. The City shall retain \$10.00 per hour from the initial O.E.P. billing rate of \$80.00 per hour for administrative overhead and necessary accounting purposes.
- b. Police Officers shall receive \$70.00 per hour of which \$4.00 shall be deducted from the gross hourly wage, by the City, as agreed by the membership and forwarded in quarterly installments to the PSOA's Good and Welfare Fund.
- c. The employee's final gross hourly wage for O.E.P. shall be \$66.00 per hour and paid through the City's finance/payroll department, after all above mentioned deductions are made.
- d. The outside contractor shall pay to the officer overtime at the rate of time and one half (\$120.00 per hour) for all hours worked beyond an initially 8-hour scheduled job. There shall be no additional monies added or subtracted or retained, by the City or PSOA from this overtime rate of pay.
- e. OEP in connection with private or for profit events involving 1000 Persons or more, excluding those sponsored by the Board of Education or the City such as street festivals, parades, sporting events and the like, the hourly rate for supervisors shall be \$100.00 and the overtime rate shall be \$150.00 with the same deductions as outlined in a-d above.

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

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

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

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

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

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

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

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

16. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
17. The Association conducted a ratification meeting and voted to accept the above contractual terms. Therefore, this Memorandum of Agreement shall be presented to the City for approval.
18. It is agreed that neither party shall discriminate against, nor engage in any reprisals or support repercussions of any nature against any employee of the City, officers, or members of the Association, or any individual or organization engaged in activities or in support of activities related to contractual negotiations.

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

ATTEST:

City of Hoboken

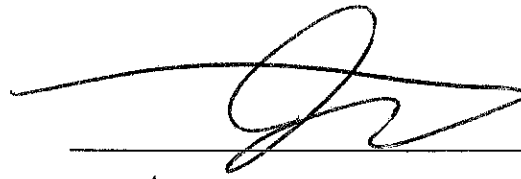

WITNESS



ATTEST:

PSOA

WITNESS



John Petrosino
PSOA President

