

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>TITLE</u>                    | <u>PAGE</u> |
|----------------|---------------------------------|-------------|
| I              | REGONITION                      | 1           |
| II             | P.B.A. SECURITY                 | 1           |
| III            | TIME OFF                        | 2           |
| IV             | LEAVE OF ABSENCE                | 3           |
| V              | MAINTENANCE OF STANDARDS        | 3           |
| VI             | PROTECTION OF RIGHTS            | 4           |
| VII            | GRIEVANCE PROCEDURE             | 4           |
| VIII           | EXAMINATION AND IDENTIFICATION  | 5           |
| IX             | WORKDAY AND WORKWEEK            | 5           |
| X              | VACATION AND VACATION PAY       | 6           |
| XI             | P.B.A. ACTIVITY                 | 6           |
| XII            | PAYROLL RECORDS                 | 7           |
| XIII           | RIOTS AND FIRE DUTIES           | 7           |
| XIV            | MUTUAL AID                      | 7           |
| XV             | PENSIONS                        | 7           |
| XVI            | UNIFORMS AND PERSONAL EQUIPMENT | 7           |
| XVII           | MEDICAL AND SURGICAL PLAN       | 8           |
| XVIII          | LONGEVITY                       | 8           |
| XIX            | SALARIES AND WAGES              | 8           |
| XX             | OVERTIME                        | 9           |
| XXI            | HOLIDAYS                        | 10          |
| XXII           | RULE CHANGES                    | 10          |
| XXIII          | MOTOR VEHICLES                  | 11          |
| XXIV           | LINE OF DUTY INJURIES           | 11          |
| XXV            | SANITARY CONDITIONS             | 11          |
| XXVI           | PARITY                          | 12          |
| XXVII          | SICK LEAVE                      | 12          |
| XXVIII         | STANDARDS FOR EMPLOYEES         | 12          |
| XXIX           | PROMOTIONAL VACANCIES           | 12          |
| XXX            | VACANCIES                       | 12          |
| XXXI           | LEGAL                           | 12          |
| XXXII          | DETECTIVES                      | 13          |
| XXXIII         | OUTSIDE EMPLOYMENT              | 13          |
| XXXIV          | EXPENSE ALLOWANCE               | 13          |
| XXXV           | DURATION                        | 13          |
| XXXVI          | MISCELLANEOUS                   | 13          |
| XXXVII         | SAVINGS AND SEPARABILITY CLAUSE | 14          |

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Hoboken P.B.A. local 2

## GENERAL AGREEMENT

This Agreement made and entered into by and between the Mayor and Council of the City of Hoboken, a municipal corporation of the State of New Jersey herein referred to as the "City" and the Hoboken Policemen's Benevolent Association, Local No.2 herein after referred to as the "P.B.A.", 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 agent for the bargaining unit, consisting of all uniform and investigatory positions within the Hoboken Police Department with the exception of all superiors above the rank of Captain of Police.

Section 2. The City maintains the exclusive right to direct the work force except as such right is relinquished, modified, or abridged by or is in conflict with this Agreement. This right shall include, but not be limited to, the right to: a.) direct the employees, b.) hire, promote, transfer, and assign and c.) take any action necessary in order to maintain the efficiency of the Police 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 enjoyed by employees which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement.

### ARTICLE II P.B.A. SECURITY

Section 1. The City hereby recognizes the Hoboken Policemen's Benevolent Association, Local No.2 as the sole and exclusive representative of all employees set forth in Article I for the purpose of collective bargaining, regardless of rank, detail, and assignment with the exception of all employees above the rank of Captain of Police.

Section 2. Members of the P.B.A. holding the rank of Sergeant, Lieutenant, and Captain of Police shall elect a representative from among this group who shall be recognized by the City as the spokesman and representative of the group at all negotiating sessions, grievance meetings and all other meetings and conferences which directly affect Sergeants, Lieutenants and Captains. Representatives of the P.B.A. may be present at any of the meetings aforesaid, if so requested by the representatives of the Sergeants, Lieutenants, and Captains.

Section 3. In all negotiating sessions, grievance meetings and all other meetings or conferences which directly affect any and all members of the Police Department other than Sergeants, Lieutenants, and Captains, the duly elected representatives of the P.B.A. shall be recognized by the City as their spokesman and representative.

Section 4. Check Off. The City agrees to deduct from the pay of all members of the P.B.A. dues as required by the P.B.A. rules and regulations whose authorization therefore 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.

ARTICLE III      TIME OFF

Section 1. Employees shall be granted time off without deduction from pay or time owed for the following requests:

- a.) Death in the immediate family, from the date of death to and including the day of the funeral.
- b.) Serious illness (including childbirth) in the immediate family necessitating the employee's presence. This request shall not be more than three (3) working days.
- c.) Baptism, Communion, Confirmation, Graduation, Bar Mitzvah, and Marriage of the employee's children or immediate family.
- d.) An active part in the above mentioned ceremonies (best man, sponsor, etc.).
- e.) Marriage of an employee. The employee shall receive fourteen (14) consecutive calendar days off, regardless of rank, detail or assignment.

Section 2. Immediate family shall consist of Wife, Child, Stepchild, Mother, Father, Brother, Sister, Stepmother, Stepfather, Guardian, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandmother, Grandfather, and Grandchildren.

Section 3. The City agrees to allow time off to any employee who provides a substitute police officer of the same rank capable to perform his tour of duty, to work his tour of duty. 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.

Section 4. Whenever an employee request time off for back time owed, he shall be notified twenty-four (24) hours in advance of the date requested as to whether his request was granted or denied.

Section 5. Time off for P.B.A. Activities. The City agrees to grant the necessary time off, without discrimination to any employee designated by the P.B.A. to attend local, state, and international meetings, labor conventions, or serve in any capacity on other official P.B.A. business, provided twenty-four (24) hour written notice is given to the City by the P.B.A. No more than four (4) employees shall be granted time off at any one time.

4

Section 6. Compensatory time off. Whenever the City employees are excused by an Executive Order by the Mayor, Governor, President, or Legislative Body, members of the police department shall not be excluded, but shall be given equivalent compensatory time off, which said time shall not accumulate at the end of the year.

Section 7. The City Council shall appropriate \$1,000.00 in the Annual Municipal Budget to be paid to the P.B.A. toward the cost of attendance of representatives at P.B.A. conventions and seminars.

#### ARTICLE IV LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from the City. The maximum leave shall be for One Hundred Eighty (180) days and may be extended for like periods. All leaves of absence shall be granted in conformity with the rules and regulations of the New Jersey Department of Civil Service. Application for leave of absence shall be made in writing at least one week prior to the date on which the requested leave is to commence, except in the case of an emergency. A leave of absence may be requested by the P.B.A. for two (2) of its members which shall be granted, if at the time of the request men on leave of absence do not exceed two (2). The limitation will not apply if the Chief of the Department shall determine that available manpower will permit the granting of such leave in addition to the two (2) as limited above.

Section 2. Military Clause. The employees entering the Military or Naval Service of the United States, pursuant to the provisions of the Selective Service Act of 1943 shall be granted all rights and privileges provided by this Act.

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.

Section 4. Terminal Leave. An employee who has filed his retirement application shall be granted leave with pay as follows: Four consecutive calendar days for each year of service in the Police Department. In calculating the years of service time during which an employee has been on a leave of absence without pay shall not be counted in calculating the years of service for allowance of terminal leave. The time granted for terminal leave shall include working and non-working days.

#### ARTICLE V MAINTENANCE OF STANDARDS

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 employees which in any way conflicts with the terms of this contract, and shall recognize only officials of the P.B.A. as the official representatives.

#### ARTICLE VI PROTECTION OF RIGHTS

Section 1. Appeal from Discharge or Suspension. A discharged or suspended employee must notify the P.B.A. in writing within two (2) days of his 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 laws and regulations.

Section 2. Separation of Employment. Upon discharge or voluntary quitting, 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.

#### ARTICLE VII 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 work conditions, light, heat, sanitary facilities, safety, type and location of work assignments, workload and attitude of supervisors. This grievance procedure in no way effects any New Jersey Civil Service action which the employee or City may decide to take.

Section 2. Procedures for presenting and settling a Grievance.

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 grievances 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.

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 the Director or any person designated by him. The City representative shall inform the P.B.A. in writing of its decision within seven (7) days after the grievance has been submitted. A copy of the decision shall be sent to the employee(s) involved, the P.B.A., and the Director of Public Safety.

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

Step 4. Arbitration. If the grievance has not been settled through the grievance procedure then the P.B.A. or the employee may request the Public Employees Relations Commission, in accordance with rules and regulations, to appoint an Arbitrator who shall have its full power to hear and determine the dispute between 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. 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. He shall not interfere with normal conduct of work within the Department.

ARTICLE VIII      EXAMINATION AND IDENTIFICATION

Section 1. Physical, mental, or other examinations required by the City shall be complied with by all employees, provided however the City shall bear all charges for such examinations.

Section 2. The City reserves the right to select 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 any 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 a valid identification card. The cost involved for the making of these cards shall be borne by the City.

ARTICLE IX      WORKDAY AND WORKWEEK

Section 1. Workweek. The workweek shall consist of forty (40) hours.

a.) The uniform division shall work on rotating shifts with a 22 squad system as follows:

    first week (5 tours)    0800 to 1600 hours shift  
    second week (5 tours)  1600 to 2400 hours shift  
    third week (5 tours)    0001 to 0800 hours shift

There shall be a guaranteed seventy-two (72) hours off between each of the above shifts.

b.) The Tactical Patrol Force shall work on rotating shifts with a fifteen (15) day cycle as follows:

    first week (5 tours)    1100 to 1900 hours shift  
    second week (5 tours)  1900 to 0300 hours shift

c.) Other divisions of the police department and personnel assigned to details shall work shifts consisting of forty (40) hours in accordance with prior practice as designated by the Chief.

Section 2. The workday and worknight shall each consist of an eight (8) hour tour.

Section 3. Employees shall report for duty ten (10) minutes prior to the beginning of their respective tour of duty as described in Section 1 of this Article as required by the department rules and regulations.

#### ARTICLE X VACATION AND VACATION PAY

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

a.) Employees with less than five (5) years of service shall be granted twenty (20) working days vacation.

b.) Employees with more than five (5) years of service but less than fifteen (15) years of service shall be granted twenty-five (25) working days vacation.

c.) Employees with fifteen (15) years or more of service shall be granted thirty (30) working days vacation.

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

Section 3. Vacation time shall be accrued from May 1st to April 30th of each year.

Section 4. Vacation pay shall be paid in advance of vacation, on the pay-day of the week preceeding the start of the employee's vacation period.

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

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

Section 7. The City shall assign vacations during the period between June 1st and September 30th and such assignments shall be rotated annually with the present vacation schedule.

#### ARTICLE XI 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 any employee because of his P.B.A. membership or activities.

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

ARTICLE XII 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.

ARTICLE XIII RIOTS AND FIRE DUTIES

Section 1. The employee shall not be required to perform any fire duties, closing fire hydrants, or using fire apparatus. All riot equipment and safety equipment shall be supplied and purchased by the City.

ARTICLE XIV MUTUAL AID

Section 1. The City shall see that employees who are either injured or killed while rendering aid to neighboring communities are fully covered by insurance and pensions.

ARTICLE XV PENSIONS

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

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

ARTICLE XVI 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. In 1976 each employee shall receive a maintenance allowance of \$200.00 for uniforms and personal equipment, \$100.00 payable June 1st and \$100.00 payable December 1st. Beginning in 1977 the maintenance allowance shall be \$300.00, \$150.00 payable June 1st and \$150.00 payable December 1st.

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 day tour of duty.



ARTICLE XVII      MEDICAL & SURGICAL PLAN

Section 1. The City agrees to provide at its expense Blue Cross and Blue Shield coverage including Rider "J" and a Major Medical Plan for all employees and their families and dependents.

Section 2. The Hospitalization Plan shall be reopened annually.

Section 3. When an employee is on sick leave or compensation, the City shall continue to pay his hospitalization.

Section 4. The City agrees to pay for the hospitalization coverage of an employee who retires. If an employee upon retirement becomes an employee elsewhere, he shall not be entitled to this benefit if covered by any hospital or medical plan by his new employer.

ARTICLE XVIII      LONGEVITY

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

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

Beginning of seventh (7th) through the 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) year of service --- ten (10) percent of base pay.

Section 2. Employees whose anniversary date falls between January 1st and June 30th shall be paid his longevity increment as of July 1st. Employees whose anniversary date falls between July 1st and December 31st shall be paid his longevity increment as of January 1st of the succeeding year. Time during which the employee has been on a 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 in weekly installments as part of the employee's salary.

ARTICLE XIX      SALARIES AND WAGES

Section 1. The base pay effective January 1, 1976 shall be as follows:

|                      |             |
|----------------------|-------------|
| Patrolman (1st year) | \$10,000.00 |
| Patrolman (2nd year) | \$11,350.00 |
| Patrolman (3rd year) | \$11,950.00 |
| Sergeant             | \$13,893.00 |
| Lieutenant           | \$15,829.00 |
| Captain              | \$20,728.00 |

Section 2. The base pay effective January 1, 1977 shall be as follows:

|                      |             |
|----------------------|-------------|
| Patrolman (1st year) | \$10,000.00 |
| Patrolman (2nd year) | \$12,150.00 |
| Patrolman (3rd year) | \$13,000.00 |
| Sergeant             | \$15,115.00 |
| Lieutenant           | \$17,222.00 |
| Captain              | \$22,551.00 |

Section 3. The base pay effective January 1, 1978 shall be as follows:

|                      |             |
|----------------------|-------------|
| Patrolman (1st year) | \$10,910.00 |
| Patrolman (2nd year) | \$13,060.00 |
| Patrolman (3rd year) | \$14,910.00 |
| Sergeant             | \$17,336.00 |
| Lieutenant           | \$19,752.00 |
| Captain              | \$25,943.00 |

Section 4. The City will maintain between the ranks of Patrolman, Sergeant, Lieutenant, and Captain the following percentages of pay:

Between patrolman and sergeant: 16 percent, but not less than 15 percent minimum.

Between patrolman and lieutenant: 32 percent, but not less than 30 percent minimum.

Between patrolman and captain: 74 percent, but not less than 70 percent minimum.

#### ARTICLE XX OVERTIME

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

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

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

Section 4. Overtime shall be paid at the prevailing rate on an hourly basis.

Section 5. Any employee recalled while off duty, during his vacation shall be paid a minimum of eight (8) hours pay.

Section 6. All special off-duty details such as parades and funerals shall be considered as overtime.

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

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

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

Section 10. Attendance required at courts and hearings on off duty time shall not be considered overtime and employees shall be paid for expenses as follows effective September 1, 1976:

|  |              |
|--|--------------|
| Hoboken Municipal Court  | \$20.00/ day |
| Hoboken Municipal Juvenile Conference                                      | \$20.00/ day |
| Hoboken Municipal A.B.C. Hearing   | \$20.00/ day |
| County, State, and Federal Grand Jury                                      | \$30.00/ day |
| County, State, and Federal Court   | \$30.00/ day |
| Pre-Trial and Juvenile (county) court                                      | \$30.00/ day |
| Municipal court, A.B.C. hearings, and juvenile conferences outside Hoboken | \$30.00/ day |
| State Motor Vehicle Hearings   | \$30.00/ day |
| State A.B.C. Hearings  | \$30.00/ day |

#### ARTICLE XXI HOLIDAYS

Section 1. Effective January 1, 1976 each employee shall receive \$845.00 in additional salary in lieu of thirteen (13) paid holidays with the City and employee making their respective pension contributions.

Section 2. Effective January 1, 1977 holiday pay for thirteen (13) holidays will be paid as part of the employee's weekly salary with the City and the employee making the respective pension contributions on the \$845.00.

Section 3. Effective January 1, 1978, thirteen (13) paid holidays at the base rate of \$65.00 per holiday will be included and paid as part of the employee's base pay. The salaries in Article XIX, Section 3 include holiday pay.

#### ARTICLE XXII RULE CHANGES

Section 1. Any new rule or modification of present rules shall be discussed with the majority representative prior to their establishment as provided for in Chapter 303 of the Laws of 1968.

ARTICLE XXIII      MOTOR VEHICLES

Section 1. All motor vehicles should be kept up to comply with State Inspection Standards and Law.

Section 2. Three (3) radio cars with two (2) patrolmen shall be maintained whenever possible on all shifts. On night tours of duty radio cars will be manned by two (2) patrolmen.

Section 3. Employees will be allowed to remove uniform hats while operating in motor vehicles. Hats must be worn at all times when not in motor vehicles.

Section 4. The City agrees to install in all new police cars used for police purposes, air conditioning units.

Section 5. The City agrees to equip all new police radio cars with the following items:

- a) two heavy duty flashlights
- b) two nightstick brackets mounted on interior front dashboard
- c) one dog snare
- d) two pairs of protective gloves
- e) two pairs of luminous vests and gloves
- f) one heavy duty pry bar
- g) two blankets
- h) one first-aid kit
- i) two Scott packs
- j) one hundred linear feet of rope
- k) one inhaler
- l) two outside mounted spotlights
- m) shield between front & rear seats
- n) two bulletproof vest
- o) police radio
- p) trunk release apparatus enabling the opening of the trunk from inside the car
- q) rear doors shall have non-operable interior door locks

ARTICLE XXIV      LINE OF DUTY INJURIES

Section 1. An employee hospitalized due to line of duty injuries shall be provided with semi-private accommodations, and at the employee's discretion a telephone restricted for local calls only, to be paid by the City.

ARTICLE XXV      SANITARY CONDITIONS

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

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

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

ARTICLE XXVI      PARITY

Section 1. No disparity shall exist between police and fire department salaries and benefits.

ARTICLE XXVII      SICK LEAVE

Section 1. Sick slips shall not be required unless an employee's sick leave has exceeded twenty-four (24) hours.

Section 2. The present practice of granting sick leave shall be continued subject to Section 1 of this Article.

ARTICLE XXVIII      STANDARDS FOR EMPLOYEES

Section 1. The City agrees to maintain the standards as set forth by New Jersey Civil Service for all employees of the police department.

ARTICLE XXIX      PROMOTIONAL VACANCIES

Section 1. The City agrees that in the event of vacancies occurring in the ranks due to retirement, death, firing, voluntary quitting or promotions, the vacancies shall be filled within thirty (30) days of the effective date from the existing promotional New Jersey Civil Service List.

Section 2. The City agrees to maintain a promotional Civil Service List at all times for all ranks. If it is necessary to assign an employee to fill a higher rank, he shall be paid in accordance with that rate of pay for the duration of his tenure. Any member not wishing this responsibility can refuse.

ARTICLE XXX      VACANCIES

Section 1. The City agrees that in the uniform division, detective division, and records division which have a rank vacancy due to vacation, sick leave, time owed, or other reasons, 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.

Section 2. The City shall maintain a tour commander (Lieutenant) on duty on all tours. He shall be in addition to a Desk Officer who shall be a Sergeant. In the absence of a tour commander, a Sergeant working that same tour of duty shall assume the command with pay commensurate with the Lieutenant's salary.

ARTICLE XXXI      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 thier duties. The City agrees to pay and satisfy all judgments and settlements of claims for personal injury, death or property damage 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.

ARTICLE XXXII      DETECTIVES

Section 1. Effective January 1, 1977 the rank of detective will be created in the police department in all ranks. There shall be no tenure or additional salary in this rank for any employee.

ARTICLE XXXIII      OUTSIDE EMPLOYMENT

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

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

ARTICLE XXXIV      EXPENSE ALLOWANCE

Section 1. Each member of the police department shall receive an annual expense allowance in the amount of \$300.00, \$150.00 payable on June 1st and \$150.00 payable on December 1st. This expense allowance is compensation for incidental expenses incurred daily by a Police Officer.

ARTICLE XXXV      DURATION

Section 1. This Agreement shall be in full force and effect from January 15, 1976 to and including January 14, 1979.

Section 2. Terms of the present contract shall continue in effect as written until a new contract is entered into between the two parties.

Section 3. Negotiations for a succeeding contract shall commence on September 1, 1978. Contracts shall be negotiated simultaneously with the Fire Department.

ARTICLE XXXVI      MISCELLANEOUS

Section 1. The City agrees to provide for employees a Hoboken Police Uniform Patch(es).

Section 2. The City agrees to provide each retired employee a Hoboken Police Department retirement badge.

Section 3. The City agrees to provide for employees a Policemen's recreation room equipped with recreational equipment and shower facilities.

Section 4. The City agrees to make optional the carrying of 9 MM automatic weapons. It is further agreed that each employee prior to carrying said weapon shall qualify with the department's firearms training officer.

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

Section 6. The City agrees to pay any employee the sum of \$5.00 per day for any school in the State of New Jersey that he may attend which would require his residency at such school, excluding mandatory police training for appointment to the Police Department.

ARTICLE XXXVII SAVINGS AND SEPARABILITY CLAUSE

Section 1. In the event that any Article or Clause contained in this Agreement is declared to be invalid by any court or agency of competent authority and jurisdiction, that Article or Clause shall be removed from this contract and the remainder of the contract shall remain valid and intact. In the event the above should occur, the parties agree to meet and renegotiate a new provision in place of the said invalid provision as soon as possible.

This contract was ratified by the membership of the Hoboken Policemen's Benevolent Association on the 30<sup>th</sup> day of NOVEMBER, 1976.

This contract was ratified by the Council of the City of Hoboken at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 1976.

THIS CONTRACT CONSISTS OF FOURTEEN (14) PAGES.

IN WITNESS WHEREOF, the parties set their hands and seals this 1st day of December, 1976.

Attest:

Anthony J. Amoruso  
Anthony J. Amoruso, City Clerk

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN

by: Steve Cappiello  
Steve Cappiello, Mayor

Attest:

Donald Olsen  
Donald Olsen, Secretary

HOBOKEN POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 2

by: James J. Behrens  
James J. Behrens, President

by: Charles Kosbab  
Charles Kosbab, Vice President

by: Frank Turso  
Frank Turso, Superior Officer Representative

Captain Anthony Rinaldi

by: Patrick Totaro  
Patrick Totaro, Superior Officer Representative