

AGREEMENT

BETWEEN

CITY OF HOBOKEN

HUDSON COUNTY

NEW JERSEY

And

HOBOKEN MUNICIPAL SUPERVISORS ASSOCIATION

JULY 1, 2005 through and including June 30, 2008

TABLE OF CONTENTS

Page

Article	1
Preamble.....	3
Article I - Recognition.....	4
Article II - Time Off.....	5
Article III - Association Activities.....	7
Article IV - Management Rights.....	9
Article V - Management Security.....	11
Article VI - Leave of Absence.....	12
Article VII - Examination and I.D.....	13
Article VIII - Work Day and Work Week.....	15
Article IX - Vacation and Vacation Pay.....	19
Article X - Pensions.....	20
Article XI - Health Insurance.....	22
Article XII - Longevity.....	24
Article XIII - Wages.....	25
Article XIV - Retirement.....	27
Article XV - Overtime.....	28
Article XVI - Holidays.....	29
Article XVII - Uniforms and Personal Equipment.....	30
Article XVIII - Sick Leave.....	32
Article XIX - Grievance Procedure.....	33
Article XX - Savings Clause.....	34
Article XXI - Standards for Employees.....	

Article XXII - Termination Clause.....35

Signature Page.....36

APPENDIX A

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, hereinafter referred to as the "City"

and

The Hoboken Municipal Supervisors Association, hereinafter referred to as the "Association". Both aforementioned parties agree to be bound by the terms and provisions of this agreement.

PREAMBLE

The City and the Association agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees and the City. This Agreement has been reached through the process of collective bargaining with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and procedures which it established for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

Furthermore, the City and the Association affirm their mutual commitment to the goals of productive and efficient public service, high employee morale, sound and responsible management of city

business and amicable employer-employee relations.

To these ends, the parties mutually pledge their best efforts and cooperation over the life of this Agreement to: resolve employer-employee disputes constructively and expeditiously in an atmosphere of mutual respect without recourse to work disruptions or lockouts; encourage a high level of employee performance; uphold high standards of workmanship and safety practices; conserve materials and supplies; minimize absenteeism, tardiness, and other such conditions as may adversely affect the efficient operation of the City; and promote the development of ways and means to improve the effectiveness and economy of City Services.

ARTICLE I

RECOGNITION

Section 1. The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, benefits and other conditions of employment for all non-uniformed employees in the bargaining unit as listed in Appendix A.

Section 2. Nothing contained herein shall be construed to prevent any individual employee from (1) discussing any matter with the administrators and/or supervisors or (2) processing a grievance through association of the procedure. However, in all cases, the Association shall be apprised of such grievance and shall have a representative present at its option.

ARTICLE II

TIME OFF

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

(a) Death in the immediate family, from the date of death, up to and including the day of the funeral. This time off shall not exceed three working days. If additional time is necessary, vacation or sick leave shall be used.

(b) Jury Duty. Proof of daily attendance must be furnished to the City upon conclusion of Jury Service. If an employee reports for jury duty and is excused that day he/she shall be required to report back to his/her job or, as soon as practical thereafter, except such employee shall not be required to do so in said instance if there is less than four (4) hours remaining in his/her work shift. Failure to report to work may result in disciplinary action.

Section 2. The "Immediate Family" shall consist of spouse, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, brother-in-law, sister-in-law and grandchildren.

Section 3. Whenever an employee requests time-off for back time owed or compensatory time, he shall notify the immediate

supervisor of the request and he shall be notified twenty-four (24) hours in advance (time permitting) of the date required as to whether the request was granted or denied.

ARTICLE III

ASSOCIATION ACTIVITIES

Section 1. Time off for Association Activities. The City agrees to allow two (2) duly designated members of the Association time off without deduction from pay for attendance at Association functions, inclusive of conferences, conventions and seminars, not to exceed five (5) working days per calendar year for all such employees and functions. Twenty-four (24) hours written notice must be given to the employee's supervisor for time off for Association functions.

Section 2. Up to three (3) members of the Association shall be granted time off for all meetings which shall be mutually set by the City and the Association, and such time shall not be charged against the maximum time above.

Section 3. No Association activity or Association business of any kind will be carried on during working hours without express permission in advance by the Business Administrator or Designee in writing. Failure of the City to enforce any of the provisions of this Section 3 of this Article III in any one or more instances shall not be considered a waiver of any of the provisions of this Section 3 of this Article III.

Section 4. Sufficient manpower shall be available to properly

man the department, division or office during the absence of Association Officials on Association business as determined by management. Names of Association Officers and members of the Negotiating Team shall be submitted to the Business Administrator in writing upon their selection.

Section 5. The City recognizes that the Association has a responsibility to its membership and agrees that there will be no reprisals taken against any of its Officers or members by reason of participation in the Association or the Association's attempts to have this Agreement enforced.

Section 6. It is recognized by the parties of this Agreement that there are occasions that a member of the Association is in need to see the President of the Association, and in such case the member shall be allowed to see the President or vice versa during regular working hours provided normal city operations are not impaired.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. Subject to the provisions of this Agreement and any other agreement between the City and the Association, the Association recognizes:

(A) the prerogative of the City to operate and manage its affairs, and

(B) that the City reserves those rights concerned with the management and operation of the City and its subdivisions, which include but are not limited to the following:

1. To recruit, assign, transfer or promote members to positions within a Department; and to assign members to other departments on a temporary basis in compliance with Department of Personnel Rules and Regulations.
2. To suspend, demote, discharge, or take other disciplinary actions against members for just cause in accordance with the New Jersey Department of Personnel rules and regulations. An employee who requests a hearing shall have that hearing convened within thirty (30) days unless waived by the employee.
3. To determine methods, means and personnel necessary for City operation.
4. To control the City budget.
5. To take whatever actions are necessary in emergencies in order to assure the proper functions of the City.
6. The right to relieve employees because of lack of work, economy or other legitimate reasons, and the right to determine the extent to which facilities shall be

operated, including the determination of shift hours and the right to change methods of operations or to use new equipment. However, in all cases where a lay off or lay offs are contemplated, the Association shall be notified so that alternative remedies can be explored.

Section 2. Any dispute with respect to Management Rights shall not in any way be subject to Arbitration. Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Hoboken. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

ARTICLE V

MANAGEMENT SECURITY

Section 1. Continuous and uninterrupted service by the City and its employees to the citizens and orderly collective bargaining relations between the City and its employees being essential considerations of this Agreement, the Association agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, work stoppages, sit downs, or slowdown strikes, or a concerted refusal to render services or to work including overtime or any other curtailment or restriction of work at any time during the term of this Agreement. In the event of a violation of this section by the Association and/or the employees, the City may, in addition to other remedies, discipline such employees up to and including discharge.

Section 2. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work. However, the City is obligated to negotiate in good faith any and all changes in terms and conditions of employment.

Section 3. The City and the Association expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this Agreement, to bargain collectively with respect to any subject or matter whether referred

to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City or the Association at the time they negotiated or executed this Agreement, and even though such subjects or matter was proposed and later withdrawn.

ARTICLE VI

LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence without pay from their employment shall secure written permission from the City. The maximum leave shall be for 360 days. All leaves of absences shall be granted in conformity with the rules and regulations of the Department of Personnel. Applications for leave of absence shall be made at least two weeks prior to the date on which the requested leave is to commence, except in case of emergency. This request is to be made in writing. Longevity, vacation and sick time shall not accrue during such a leave of absence.

Section 2. Military Clause. Employees entering the military services of the United States, pursuant to the provisions of Federal Law, shall be granted all rights and privileges provided by Law.

Section 3. Employees who request a leave of absence without pay due to personal illness (doctor's certificate required) shall be covered with health benefits for no more than six (6) months. Leaves shall be granted on a non-arbitrary and non-discriminatory basis.

ARTICLE VII

EXAMINATION AND I.D.

Section 1. Physical, psychological and other examinations required by the Employer shall be complied with by all employees, provided, however, the Employer shall bear all charges for such examination.

Section 2. Employees shall be provided with a valid identification card. The cost involved for the making of these cards are to be borne by the City.

Section 3. The City shall have the right to conduct drug and alcohol testing pursuant to law and in accordance with the drug testing standard to all employees required to have a commercial driver's license (CDL).

ARTICLE VIII

WORK DAY AND WORK WEEK

Section 1. The workweek shall consist of forty (40) hours for blue collar (field) employees and thirty-five (35) hours for white collar (office) employees. Employees shall be assigned to shifts consisting of five (5) consecutive days.

Section 2. The regular workweek for white collar (office) employees shall be 9:00 a.m. to 4:00 p.m. (including one (1) hour lunch) Monday through Friday. However, some employees may be assigned to other shifts to provide coverage during other periods of time as required for efficient service to the citizen. Offices that maintain other hours necessitate other shifts.

Section 3. The regular workweek for blue collar (field) employees shall be 8:00 a.m. to 4:00 p.m. (including one (1) hour for lunch) Monday through Friday. However, some employees shall be assigned to other shifts based on seniority in title to provide 24 hours and weekend coverage where required to provide efficient service to the citizens. Such facilities include the central garage

Section 4. All things being equal, employees shall have the right to select shifts if there is a need to change present shift schedules based on seniority or a voluntary basis.

Section 5. An employee shall be considered late for work when

he reports after his prescribed starting time. Disciplinary action may be taken against an employee for habitual lateness. An employee who reports to work more than fifteen (15) minutes late may be docked one (1) hour's pay for every hour late or part thereof.

ARTICLE IX

VACATION AND VACATION PAY

(A)

Section 1. Annual vacations for full time employees hired before November 22, 2002 shall be granted in accordance with the following schedule:

- (a) New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.
- (b) After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service.
- ©) From the beginning of the first full calendar year and up to five (5) years of service
 - 13 work days*
- (d) After five (5) years up to ten (10) years of service
 - 16 work days*
- (e) After ten (10) years up to fifteen (15) years of service
 - 21 work days*
- (f) After fifteen (15) years or more of service
 - 26 work days*

*NOTE: (includes one (1) personal day)

Service is defined to mean employment for the City without

interruption due to the resignation, retirement or removal.

Section 2. For all employees hired on or after November 22, 2002, the following vacation schedule shall apply:

- (a) New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd of the month.
- (b) After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service.
- (c) From the beginning of the first full calendar year and up to five (5) years of service
 - 13 work days*
- (d) After five (5) years up to ten (10) years of service
 - 16 work days*
- (e) After ten (10) years up to twenty (20) years of service
 - 21 work days*
- (f) After twenty (20) years or more of service
 - 26 work days*

*NOTE: (includes one (1) personal day)

Service is defined to mean employment for the City without interruption due to the resignation, retirement or removal.

Section 3. Vacation time shall be accrued from January 1 to December 31. Years of service on January 1 determines vacation

leave accrued.

Section 4. An employee who terminates employment with the City shall be paid for unused earned vacation leave.

Section 5. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

Section 6. Upon the death of any employee, all unused vacation leave shall be paid to the employee's estate.

Section 7. Vacation pay shall be paid in advance of vacation on the payday preceding the start of the employee's vacation period, if requested by the employee in writing with two weeks written notice.

Section 8. Seniority shall prevail in each department, division, bureau, section, etc. when vacation schedules are prepared.

Section 9. Part-time employees shall be entitled to ten (10) days paid vacation each year or proportionate amount for less than a year.

Section 10. Any employee seeking to use a personal day shall give his/her supervisor no less than twenty-four (24) hours notice except in the case of emergency.

Section 11. All employees requesting vacation time must notify their supervisor of their proposed vacation dates, forty-

five (45) calendar days prior to the time for said vacation and provided that there is no conflict with regard to an employee of the same classification and performing duties in the Department, such vacation leave will be granted twenty (20) days prior to the requested vacation dates. Timely submitted requests shall be honored in order of seniority in each department, division, bureau, section etc. Untimely submitted requests shall be honored subject to the right of the City to deny a request in order to maintain minimum manpower requirements.

ARTICLE X

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 while employees are on workers compensation or sick leave.

ARTICLE XI

HEALTH INSURANCE

Section 1. The City of Hoboken agrees to provide the current health, medical, surgical, dental, prescription and vision insurance coverage (See Appendix 1) for all employees, their spouses and their dependents. ~~The City reserves the right to switch insurance companies so long as the benefits, coverage, and out-of-pocket costs are equal to or better than the benefits, coverage, out-of-pocket costs currently received by the employees.~~

~~Effective with the ratification by both parties, all newly hired employees will only be eligible for the POS Plan and will not be offered the traditional option. All current employees shall have the option to voluntarily switch from the traditional plan to the POS plan. If the employee does so, the employee shall be paid the following upon the completion of the year in the POS:~~

Employee only	\$450
Employee and dependent	\$900
Employee and family	\$1,000

~~An employee on an annual basis may elect traditional or POS.~~

~~Effective January 1, 2007, the employee co-pays on prescriptions shall be:~~

\$3.00	generic
\$5.00	brand name

\$10.00

formulary

There shall be a mail order option for a three (3) month supply with an employee co-pay of \$1.00. Mail order shall be mandatory for maintenance prescriptions as of January 1, 2007.

Section 2. The City of Hoboken agrees to pay for the insurance coverage in Section 1 for an employee and his/her spouse if the employee retires from the City and if the employee has twenty-five (25) years of service in the Public Employees Retirement System. These retired employees shall also be reimbursed for Part B Medicare Insurance when they attain 65 years of age.

Section 3. Employees, their spouses, and their dependents shall receive paid health, medical, surgical, dental, prescription and vision insurance coverage (specified in Section 1) by the City, if the employee retires from the City after twenty (20) years of service in the Public Employees Retirement System and has attained 62 years of age.

ARTICLE XII

LONGEVITY

Section 1. The longevity pay for full time employees hired prior to the execution of this agreement shall be as follows:

0-3 years of service with City of Hoboken	No credit
Beginning of 4th thru 6th year of service	2% of base pay
Beginning of 7th thru 9th year of service	4% of base pay
Beginning of 10th year thru 12th year of service	6% of base pay
Beginning of 13th year thru 15th year of service	8% of base pay
Beginning of 16th year thru 18th year of service	10% of base pay
Beginning of 19th year thru 21st year of service	11% of base pay
Beginning of 22nd year thru 24th year of service	12% of base pay
Beginning of 25th year and all years thereafter	16% of base pay

~~Effective January 1, 2007:~~

Beginning of 22nd year thru 23rd year of service	12% of base pay
Beginning of 24th year	16% of base pay
Beginning of 25th year	17% of base pay
Beginning of 26th year and all years thereafter	17% + \$900.00

For employees hired after the execution of this Agreement, the longevity schedule shall be as follows:

0-3 years of service with City of Hoboken	No credit
Beginning of 4 th thru the year of service	2% of base pay
Beginning of 7 th thru 9 th year of service	3% of base pay
Beginning of 10 th year thru 12 th year of service	4% of base pay
Beginning of 13 th year thru 15 th year of service	5% of base pay
Beginning of 16 th year thru 18 th year of service	6% of base pay
Beginning of 19 th year thru 21 st year of service	7% of base pay
Beginning of 22 nd and all years thereafter	8% of base pay

Section 2. This longevity shall be paid bi-weekly installments as part of the employee's salary.

Section 3. Employees whose anniversary date falls between January 1 and June 30 shall be paid as of July 1. Employees whose anniversary fall between July 1 and December 31 shall be paid as of January 1. Time during which the employees have been on leave of absence shall not be counted in the calculation of years of service

for allowance of longevity. Employees must be permanent employees as defined by the New Jersey Department of Personnel to receive longevity pay.

~~Section 4. Former Parking Authority employees who transferred to the City payroll on or about January 1, 2003 shall have all years of services (Hoboken Parking Authority and City of Hoboken) for all time based purposes (vacations, retirees health insurance, and longevity). Longevity shall be paid to these employees effective January 1, 2007.~~

ARTICLE XIII
WAGES

Section 1. All salaries shall be increased as follows:

July 1, 2005	2.5% retroactive
January 1, 2006	2.5% retroactive
July 1, 2006	2.5% retroactive

These retroactive payments shall be paid upon ratification by both sides.

On January 1, 2007, a 2.5% increase will not be added to salaries. Instead, all employees will receive a retroactive payment for the 2.5% increase in the first paycheck in July 2007.

On July 1, 2007, salaries will be increased by 2.5% (the January 1, 2007 increase) plus 2.0% (the July 1, 2007 increase).

On January 1, 2008, salaries will be increased by 2.0%.

Section 2. All employees shall be eligible for a yearly increment of \$1,000.00 so long as the employee is not at the maximum salary for his/her position.

Section 3. The parties agree to meet and discuss minimum and maximum salary ranges for all titles and to establish the appropriate salary increase upon promotion.

ARTICLE XIV

RETIREMENT

Section 1. The City of Hoboken agrees to submit on the date requested by the member, his papers for retirement so that he may receive his retirement on the terminal date set forth in his application.

Section 2. Terminal Leave. An employee who has filed his application for retirement shall be granted leave with pay as follows:

Terminal leave shall be calculated based upon five (5) days for each year of service to the city. Employees shall lose terminal leave days in any given year by using sick leave. Sick leave in excess of ten (10) days per year shall subject an employee to a reduction by one half ($\frac{1}{2}$) day for that year. The employee would only be credited with four and one half ($4\frac{1}{2}$) terminal leave days. The decision to grant less than five (5) terminal leave days per year may be mitigated if (1) the employee was hospitalized and no deduction of terminal leave time for that year shall be made or (2) in the discretion of the Director that a deduction should not be made from terminal leave days. The Director's decision shall be reasonable and shall be subject to the grievance procedure in this Agreement.

Section 3. An employee shall have the option to request his terminal leave and accumulated vacation in a 100% lump sum payment. This would be payable in two (2) installments if the terminal leave and accumulated vacation incorporated more than one (1) calendar year.

ARTICLE XV

OVERTIME

Section 1. Employees remaining on duty more than fifteen (15) minutes after their normal work period shall be paid on an hourly basis at the rate of 1½ times the regular hourly rate, but not less than one (1) hour's overtime pay for each hour or part.

Section 2. Overtime shall be assigned on a rotating basis by seniority. Overtime shall also be assigned on a division basis unless a sufficient number of employees are not available. All overtime shall be paid at the rate of 1½ times the regular hourly rate in the pay period following the overtime worked based on a thirty-five (35) hour workweek for forty (40) hour workweek.

Section 3. An employee may request compensatory time-off for overtime worked subject to approval by the department director. All requests for compensatory time-off shall be made in writing.

Section 4. All overtime except hours contiguous to the workday (before or after) shall be for a minimum of four (4) hours overtime.

Section 5. Approved leave shall be considered time worked for the purpose of overtime entitlement.

ARTICLE XVI

HOLIDAYS

Section 1. All permanent full-time employees shall be entitled to the following holidays:

- 1) New Year's Day
- 2) Martin Luther King Day
- 3) Lincoln's Birthday
- 4) Washington's Birthday
- 5) Good Friday
- 6) Memorial Day
- 7) Fourth of July
- 8) Labor Day
- 9) Columbus Day
- 10) General Election Day
- 11) Veterans Day
- 12) Thanksgiving Day
- 13) Day after Thanksgiving Day
- 14) Christmas Day

Section 2. The City has the option to set dates for the following holidays in December of the previous year after consultation with the Association: Lincoln's Birthday, Columbus Day, Veterans Day and Election Day.

Section 3. An employee called out to work on New Year's Day, Easter Sunday, Thanksgiving Day, or Christmas Day shall receive a stipend in the amount of \$100.00. This shall not apply to employees working overtime if the work time began before the holiday and continued into the holiday.

ARTICLE XVII

UNIFORMS AND PERSONAL EQUIPMENT

Section 1. All uniforms and personal protective equipment listed below shall be purchased and maintained by the employees:

a) Work uniforms: jackets, pants, shirts, caps, shoes, etc.

b) Protective gear: gloves, boots and rain gear. However, boots and rain gear shall be provided to personnel assigned to the Water and Sewer Utilities at most, once annually.

Section 2. All blue collar (field) employees shall be required to wear uniforms after receiving uniform allowance payment. White collar (office) employees required to wear uniforms shall be paid uniform allowance.

Section 3. Each employee required to wear a uniform shall receive a maintenance allowance of \$700.00 for uniforms and protective gear, \$350.00 payable on the first day in June and \$350.00 payable on the first day in December. This allowance shall be pro-rated for employees working only part of the year.

ARTICLE XVIII

SICK LEAVE

Section 1. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.

Section 2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) working days.

Section 3. Employees who use sick leave shall be required to bring a physician's report to his supervisor if the sick leave extends more than five (5) consecutive workdays.

Section 4. Part time and 10-month employees shall be entitled to a proportionate amount of paid sick leave.

Section 5. Paid sick days shall not accrue during a leave of absence without pay or suspension.

Section 6. Sick leave credits shall not accrue after an employee has resigned or retired, although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

Section 7. An employee who exhausts all paid sick days in any

one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

Section 8. Sick leave may be used because of personal illness or injury, exposure to contagious disease, care of a seriously ill immediate family member (for a reasonable period of time), and death in the employee's immediate family (for a reasonable period of time); and

Section 9. Sick leave may be used by a handicapped employee for absences related to the acquisition or use of an aid function on the job (reasonable proof may be required).

Section 10. Incentive Clause. If an employee is not on sick leave during the periods listed below, he shall receive the appropriate amount of incentive pay.

Section 11. Sick Incentive.

No absences in a calendar year	\$500.00
No absences January 1 - June 30	\$200.00
No absences July 1 - December 31	\$200.00

Any absences totaling 5 days in a calendar year shall render the employee ineligible for partial period payments of \$100.00.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A dispute concerning the meaning, application and interpretation of this Agreement. 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 shall not affect any Department of Personnel action which the employee or City may decide to take.

Section 2. Procedure for Presenting a Grievance.

Step 1. The President of the Association or the duly designated representative shall be recognized by the Director 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 involved. The grievance need not be in writing, and the Director shall answer the grievance within three (3) days after same has been presented.

Step 2. If the grievance is not settled to the satisfaction of the Association within seven (7) days provided for in Step One, then the Association may request that the grievance be submitted to arbitration as hereinafter set forth.

Step 3. ARBITRATION. If the grievance has not been settled through the Grievance Procedure, then the Association may request the New Jersey Public Employment Relations Commission in accordance with its rules and regulations to appoint an Arbitrator who shall have full power to hear and determine the dispute between the parties. The Arbitrator shall have the authority to hear and determine the Grievance, and his decision shall be final and binding on all parties. The cost of arbitration shall be borne equally by both parties. The Arbitrator shall have no right to vary or modify the terms and conditions of the agreement and shall decide the dispute within thirty (30) days after the hearing has been closed.

ARTICLE XX

SAVING CLAUSE

Should any part of this agreement be rendered invalid due to any subsequently enacted legislation, or by any decision of a court of competent jurisdiction, the remainder of this contract shall remain in full force and effect. In the event that any portion of this contract is declared invalid as aforesaid, then the parties agree to meet immediately for the purpose of negotiating a provision to replace the portion of the contract which had been declared invalid.

ARTICLE XXI

STANDARDS FOR EMPLOYEES

Section 1. The City shall meet all the standards and requirements of the New Jersey Department of Personnel, in the hiring and promotion of all employees covered by this Agreement.

ARTICLE XXII

TERMINATION CLAUSE

Section 1. This Agreement shall be effective as of the 1st day of July 2005 and shall remain in full force and effect until June 30, 2008 and, thereafter, during negotiations of any amendments or modifications until a successor Agreement is reached.

Section 2. When a successor Agreement is not reached on or before June 30, 2008 then all monies and benefits agreed upon shall be retroactive to July 1, 2005.

SIGNATURE PAGE

THIS AGREEMENT will be effective as of July 1, 2005 and will terminate on midnight June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the _____ day of _____, 2007.

MAYOR AND COUNCIL OF
THE CITY OF HOBOKEN

By: _____
Mayor David Roberts
Attest:

HOBOKEN MUNICIPAL SUPERVISORS
ASSOCIATION

By: _____
Jude Fitzgibbons
Attest:

APPENDIX A

ADMINISTRATIVE CLERK
ADMINISTRATIVE SECRETARY
ASSESSOR
ASSISTANT ASSESSOR
ASSISTANT CITY CLERK
ASSISTANT SUPERINTENDENT OF RECREATION
ASSISTANT VIOLATIONS CLERK
BUILDING SERVICE SUPERVISOR
CHIEF FIELD REPRESENTATIVE
CITY CLERK
CONSTRUCTION OFFICIAL
COORDINATOR OF CULTURAL AFFAIRS
COORDINATOR OF HOUSING
COORDINATOR OF MAINTENANCE SERVICES
COURT MUNICIPAL ADMINISTRATOR
DEPUTY COURT CLERK
ELECTRIC SUB CODE OFFICIAL
FIRE SUB CODE OFFICIAL
GENERAL SUPERVISOR ENVIRONMENTAL SERVICES
GENERAL SUPERVISOR, PUBLIC WORKS
HEALTH OFFICER
LIBRARY DIRECTOR
MECHANIC SUPERVISOR
MUNICIPAL COMPTROLLER
MUNICIPAL COURT CLERK
MUNICIPAL TAX COLLECTOR
PARKS SUPERINTENDENT
PAYROLL SUPERVISOR ✓
PLUMBING SUB CODE OFFICIAL
PROJECT COORDINATOR/CONSTRUCTION
PUBLIC WORKS SUPERINTENDENT
PUBLIC WORKS SUPERVISOR
PURCHASING ASSISTANT
RECREATION SUPERINTENDENT
RECREATION SUPERVISOR
RECYCLING COORDINATOR
RENT REGULATION OFFICER
SENIOR ASSISTANT ASSESSOR
SENIOR CITIZEN COORDINATOR
SIGNAL SYSTEM SUPERINTENDENT
SUPERVISING ACCOUNTANT
SUPERVISING LABORER
SUPERVISING LIBRARY ASSISTANT
SUPERVISOR OF ACCOUNTS
SUPERVISOR OF CUSTOMER SERVICE REPRESENTATIVES

SUPERVISOR OF MAINTENANCE REPAIR AND SERVICES
SUPERVISOR OF PARKING METERS
SUPERVISOR OF PARKING OFFICERS
SUPERVISOR OF PARKING OFFICERS/METER COLLECTION
SUPERVISOR OF THE SENIOR CITIZENS ACTIVITIES
TECHNICIAN III
TRANSPORTATION SUPERVISOR
VIOLATIONS CLERK
ZONING CLERK