

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 _____

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

