

AGREEMENT
BETWEEN
CITY OF HOBOKEN
AND
Steven Aguiar
POLICE CHIEF

January 1, 2025 – December 31, 2027

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PREAMBLE

A. This Agreement is made and entered into by and between the City of Hoboken, a municipality in the County of Hudson, State of New Jersey [hereinafter referred to as the “Employer” or “City”], and the Chief of Police of the City of Hoboken Police Department, Steven Aguiar [hereinafter referred to as the “Police Chief”], collectively the “Parties” for the purpose of reaching a mutual understanding, promote harmonious relations, and effect good and efficient service. Both parties agree to be bound by all terms and conditions of this Agreement. The Police Chief understands and agrees that the City does not have to provide him with a contract under any and all applicable laws. The terms of this Agreement, not the appointment of the Police Chief, is subject to City Council ratification.

B. This Agreement contains all terms and conditions of employment. Nothing contained in any other collective negotiations agreement shall apply unless specifically listed herein. The Police Chief shall not be a member of Hoboken Police Superior Officers Association, (“PSOA”) and accordingly, he shall not be entitled to any reimbursements and/or benefits included in any collective negotiation’s agreements between the City and the PSOA or any other union. The Police Chief is not entitled to and/or will no longer receive any longevity, seniority, terminal leave/pay, overtime, monies for standby by court time and preparation, monies for educational incentives or degrees earned and monies for perfect attendance.

C. The Police Chief agrees and understands that he shall report to the Public Safety Director. If the Public Safety Director is unavailable or if none is appointed, he shall report to the Business Administrator or the Honorable Mayor.

D. Any and all past practices and/or what may be considered precedent in the City in connection with any City Chief of Police or any other City employee does not apply to this Agreement in any way whatsoever. This Agreement is made without precedent or prejudice to the positions of the Parties. Similarly, this Agreement shall not constitute a precedent or past practice in any other matter now or at any time.

ARTICLE I. GENERAL CONDITIONS

- A. The Police Chief shall perform all duties and responsibilities as required by N.J.S.A. 40A:14-118, et seq., civil service and other laws, ordinances, rules and regulations.
- B. This Agreement is effective from January 1, 2025, through and including, December 31, 2027, at which time it shall expire and shall be considered null and void.
- C. The Police Chief is currently paid at the annual rate of \$263,900.00 (two hundred sixty-three thousand, nine hundred dollars). The Police Chief agrees that this shall be the total amount of his annual compensation for calendar year 2024.
- D. During the term of this Agreement, the Police Chief's salary shall increase to three hundred thousand dollars (\$300,000) on January 1, 2025. The Police Chief's salary shall increase by \$15,000 on January 1, 2026, to three hundred fifteen thousand dollars (\$315,000) and shall increase \$15,000 on January 1, 2027, to three hundred thirty thousand dollars (\$330,000). Any increase above this amount shall be determined by the Mayor at the Mayor's sole discretion. The Police Chief is not guaranteed any additional raise beyond the two increases (\$15,000 on January 1, 2026 and \$15,000 on January 1, 2027) set forth above.
- E. After this Agreement ends on December 31, 2027, this Agreement may be renewed annually thereafter by the Parties. However, it is not automatically renewed unless specifically expressed in writing by City before the expiration. If expressly renewed by the City and agreed to by the Chief, this Agreement shall be considered renewed for that calendar year by the parties under identical terms, except that the Police Chief's salary shall increase by at least 1.5 % over his prior year's salary so long as the Police Chief's total salary does not exceed the salary range approved by the Mayor and City Council as set forth in the City's salary ordinance.

Notwithstanding anything to the contrary herein, unless required by law, the Chief recognizes that under no circumstances shall he be paid, or entitled to be paid, a salary greater than that established by the salary range approved by the Mayor and City Council as set forth in the City's salary ordinance. Any increase above this 1.5% shall be determined by the Mayor at the Mayor's sole discretion. Nothing in this Agreement requires the Mayor to request or the Council to consider or pass an increase in the salary ordinance beyond the salary increases outlined in Paragraph D of this Article.

ARTICLE II. METHOD OF PAYMENT

All compensation shall be provided on a bi-weekly basis as with all other City employees.

ARTICLE III. PENSION

The Police Chief shall be eligible for a pension as provided by New Jersey State law.
Pension contributions shall be calculated and reported in accordance with State law.

ARTICLE IV. ALLOWANCES

- A. The Police Chief shall receive a clothing allowance in the sum of one thousand three hundred dollars (\$1,300.00) per year. The allowance is payable no later than December 1st of each year beginning on December 1, 2025. The City agrees that the Police Chief has complete discretion in wearing either his Police Chief's uniform or a suitable business attire to work.
- B. Subject to City Council approval by inclusion in the annual budget, the City agrees to reimburse the Police Chief all costs incurred as a result of his membership in the County, State and International Chiefs of Police Associations, at a cost not to exceed one thousand two hundred fifty dollars (\$1250.00) per year beginning with the 2025 calendar year. These reimbursements must be submitted to the Public Safety Director for his approval in advance of the Police Chief incurring any costs.
- C. All allowances shall be pro-rated during the last year of service.
- D. Subject to City Council approval by inclusion in the annual budget, the City shall reimburse the Police Chief for professional development courses/expenses in an amount not to exceed one thousand five hundred dollars (\$1500.00) incurred after January 1, 2025. All professional development courses/expenses must be approved by the Public Safety Director in advance of registration.
- E. Subject to City Council approval by inclusion in the annual budget, the City shall reimburse the Police Chief for any parking and/or tolls directly incurred in the performance of his duties after first being submitted to and approved by the Public Safety Director.

F. The Police Chief shall be issued a City phone and Chief's police vehicle . The Police Chief vehicle is subject to any and all City vehicle policies existing at the time this Agreement is entered into and that may go into effect after this Agreement is executed. That being said, because the Police Chief is always on call unless a policy specifically indicates otherwise specifically for the Police Chief, his utilization of the police vehicle is unrestricted.

ARTICLE V. WORK DAY AND WORK WEEK

- A. The Police Chief shall work at least a 40 hour, 5 days per week schedule and shall work additional hours if required, to fulfill his duties as Police Chief.
- B. As an FLSA exempt employee, the Police Chief is not entitled to any overtime pay. The Police Chief shall receive time off at the rate of 1:1 for all hours worked in excess of 40 hours which must be used within one year from being earned or it shall be lost. There is no cash value for any accrued time under this paragraph upon retirement or separation from employment for any reason. Approved time under this paragraph shall never have cash value and must be used within one year of being earned or it shall be lost.
- C. The Police Chief shall not be eligible to participate in the Outside Employment Program.

ARTICLE VI HOLIDAYS AND PERSONAL DAYS

A. In addition to his regular days off , the “POLICE CHIEF” shall be entitled to be off duty on the following days:

New Year’s Day

Labor Day

Martin Luther King Day

Columbus Day

President’s Day

General Election

Good Friday

Veteran’s Day

Memorial Day

Thanksgiving Day

Independence Day

Day After Thanksgiving Day

Juneteenth

Floating Holiday

Christmas Day

B. In addition to holidays set forth in Article VI., Section A, the Police Chief shall be entitled to two (2) personal days per year. Any personal days not taken in the year of entitlement may be accrued for one year only. Personal days must be utilized prior to retirement. There shall be no cash value for any accrued personal days or time upon retirement or at any other time.

ARTICLE VII. VACATION AND VACATION DAYS

- A. The Police Chief shall receive twenty (20) days annual vacation. Vacation shall be pro-rated during the first and last year of service.
- B. The Police Chief shall not be charged with vacation while on sick leave if the sick leave and vacation coincide.
- C. In the event of the Police Chief's death, all monies due to him, including but not limited to, vacation pay shall be paid to his estate.
- D. The maximum amount of vacation time that Police Chief may accrue or cash out upon retirement is forty (40) days.
- E. The Police Chief shall submit any and all of his vacation requests to the Public Safety Director for his approval prior to taking any vacation time. Such approval shall not be unreasonably withheld.
- F. The City agrees to pay to the Police Chief upon resignation or retirement all money due him for unused accumulated earned vacation days (up to the maximum amount of forty (40) vacation days) within sixty (60) days immediately following his separation of employment.

ARTICLE VIII. SICK LEAVE AND OTHER BENEFITS

- A. The Police Chief shall be entitled to fifteen (15) sick days annually with pay.
- B. Sick leave may be utilized by the Police Chief when he is unable to perform his duties by reason of personal illness, accident or exposure to contagious disease. Sick leave, in addition to bereavement leave, may also be utilized for short periods because of death or serious illness in the Police Chief's immediate family as defined in Department of Personnel regulations.
- C. In charging the Police Chief with sick leave, the smallest unit to be considered is one (1) work day.
- D. Sick leave has no cash value upon retirement or at any other time earned over the term of this contract.
- E. The Police Chief shall accrue accumulated time as earned and according to the terms of this Agreement and applicable law. The Chief acknowledges that he has been paid for all accumulated unused vacation time previously accrued and all terminal leave time earned prior to his appointment as Police Chief. Furthermore, the Police Chief is not entitled to any payout of sick time/leave or personal days for the time period before being appointed Police Chief.
- F. The Police Chief agrees and understands that from the date of his appointment as Chief of Police, he is no longer eligible or entitled to receive any longevity and/or seniority. The City has paid him for all accumulated time accrued before his appointment as Chief and no amount is due and owing.
- G. Should the Police Chief retire honorably from the position of Chief, he shall be paid Compensatory time off of five (5) days for every year of service as Chief of Police calculated at his salary at the time of retirement.

ARTICLE IX. LINE OF DUTY INJURY

- A. When the Police Chief is injured in the line of duty, the Employer agrees to bear the cost of all medical, dental, surgical, therapeutic and pharmaceutical bills not covered by the Chief's health insurance.
- B. The Police Chief must report his injury to the Public Safety Director, whether slight or severe, within forty-eight (48) hours of its occurrence in order to be eligible for benefits.
- C. The Police Chief may reasonably be required from time to time to present evidence to the Public Safety Director by a certificate of a physician that he is unable to work.

ARTICLE X. MEDICAL-SURGICAL, MAJOR MEDICAL, EYE GLASS AND DENTAL

A. The Employer agrees to provide the Police Chief with medical, surgical, major medical, eye glass, prescription and dental insurance coverage consistent with the current requirements set forth in the PSOA Collective Negotiations Agreement. The Police Chief understands and agrees that this coverage may change with each negotiated PSOA Agreement. The Chief's coverage shall be the same coverage he would receive based upon his total years of service if he was a member of the PSOA.

B. The Police Chief agrees to make premium contributions for all medical-surgical, major medical, eye glass, prescription and dental insurance consistent with the current requirements set forth in the PSOA Collective Negotiations Agreement. The Police Chief understands and agrees these premium contributions may change with each negotiated PSOA Agreement.

C. The City agrees to pay for the same hospitalization coverage as active employees for an employee (and dependents) who retires after 25 years of service or retire on a disability pension. This coverage shall be provided for the surviving spouse (unless they remarry) and dependents if the eligible employee becomes deceased.

D. If the Police chief is on sick or injury leave, or worker's compensation, the City shall continue to pay for his medical coverage subject to paragraph B above.

E. If the Police Chief has other health insurance coverage, the Police Chief agrees to make the City policy secondary. Upon eligibility for Medicare, the City will pay for a supplemental Medicare policy for the Police Chief and continue coverage as set forth above.

F. The parties also recognize that Chapter 2, P.L. 2010 requires that upon their retirement, employees who join a state or locally administered retirement system on or after May 21, 2010, to contribute to their health benefit costs a minimum of 1.5% of their monthly retirement allowance, including any future cost of living adjustments. However, because the Chief joined the retirement system before May 21, 2010, he will not be required to pay the 1.5% under the current law. If the law is amended the Chief shall be required to pay the applicable amount required under the law. This Agreement and this Paragraph F is not intended to alter the medical, surgical, major medical, eye glass, prescription and dental insurance coverage the Chief receives that are consistent with the current requirements set forth in the PSOA Collective Negotiations Agreement. Furthermore, nothing herein shall be considered to supersede any current or future legislation requiring the Chief to contribute to the cost of his health benefits premiums during his employment or upon or during retirement.

ARTICLE XI. BEREAVEMENT LEAVE

- A. In the event of death in the Chief's immediate family, the Police Chief shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed four (4) calendar days.
- B. The "immediate family" shall mean only parents, husband, wife, child, stepchild, ward, brother, sister, stepmother, stepfather, guardian, grandmother, grandfather and grandchild.
- C. Reasonable verification of the event may be required by the City.
- D. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or sick time off falling within the time of bereavement.
- E. The Police Chief may make a request of the Public Safety Director or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Public Safety Director or his designated representative, shall be charged at the option of the] Police Chief as a vacation day or personal day.
- F. The Police Chief shall be granted the day of the funeral off with pay for the death of the Police Chief's immediate uncle or aunt, niece, nephew, mother-in-law, father-in-law, brother-in-law and sister-in-law only.

ARTICLE XII. LEAVE OF ABSENCE

A. A leave of absence may be granted to the Police Chief for a period of ninety (90) days at the sole discretion of the Mayor who shall only consider granting the request (which is in the Mayor's sole and absolute discretion) if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation and sick leave time, regardless of the length requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay. In exceptional circumstances, the Mayor may extend a leave of absence for an additional ninety (90) days, if such extension is considered in the best interests of the City.

B. Leaves of absence are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. A Police Chief on a personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for each month he is on leave. Health benefits may also be impacted. A leave of absence will only be granted with the Police Chief's written representation and the City's understanding that the Police Chief intends to return to work for the City for a period of time longer than the leave. If the Police Chief fails to return within five business days after the expiration of the leave, the Police Chief shall be considered to have resigned.

C. The City agrees to permit the Police Chief a leave of absence without loss of pay or time owed to attend and/or serve as a representative to the New Jersey State Association of Chiefs of Police, International Chiefs of Police and Hudson County Chiefs functions, meetings, conventions or seminars and attend any other regular meeting or conference held by the Chief's Association which require his attendance. Prior to attending such functions the Police Chief shall receive approval from the Director of Public Safety, whose approval shall not be unreasonably withheld.

D. Subject to City Council approval, the Employer agrees to reimburse the Police Chief all reasonable expenses incurred for attendance at the functions listed in paragraph B and any other seminar, training conference or educational program approved by the Director of Public Safety.

ARTICLE XIII. MUTUAL AID

The City agrees that if the Police Chief is killed or injured in the line of duty while rendering aid to a neighboring community, the City will treat the Chief as if said injury or death occurred out of an accident arising out of performance of duty within the City of Hoboken for pension and insurance benefit purposes.

ARTICLE XIV. LEGAL

A. The City shall supply the Police Chief with all necessary legal advice and counsel in matters relating to his employment except in matters deemed to be relating to official misconduct or for actions taken outside of the scope of his employment or for disciplinary matters brought by the City. The Employer, at its discretion, shall either utilize Corporation Counsel for this legal advice and counsel or an outside attorney of its choice with an hourly rate of no more than three hundred dollars (\$300.00) per hour.

B. Whenever any action is brought against the Police Chief for any act or omission, arising out of or incidental to the performance of his duty, on or off his regular tour of duty, the Employer shall, with the approval of the Appointing Authority and advice of Corporation Counsel, provide legal advice and counsel to the Police Chief except in matters deemed to be relating to official misconduct or for actions taken outside of the scope of his employment or for disciplinary matters brought by the City. This legal advice and counsel may be provided by Corporation Counsel or an outside attorney of the Employer's choice with an hourly rate of no more than three hundred dollars (\$300.00) per hour.

C. The City agrees to pay and satisfy all judgments and settlements of claims for personal injury, death or property damage, except for punitive damages, against the Police Chief except in

matters deemed to be relating to official misconduct or for actions taken outside of the scope of his employment or for disciplinary matters brought by the City..

D. Legal advice and counsel shall extend beyond the expiration of this Agreement and beyond the termination of the Chief's employment for all filed actions that arose during the Police Chief's tenure of employment only if the Police Chief was acting within the scope of his employment.

ARTICLE XV. MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the City and its properties and facilities and activities utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.
2. To make rules of procedure and conduct and establish policy, subject to all applicable laws, to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. To hire all employees, whether permanent, temporary, or seasonal, to promote, transfer, assign or retain employees in positions within the City subject to Civil Service regulations and law. The establishment of divisions, units, posts and assignments are matters of policy and accordingly are management rights.
 4. To suspend, demote, discharge or take any other appropriate disciplinary actions against the Police Chief and/or any other employee of the City Police Department in accordance with Civil Service Rules and Regulations if applicable.
 5. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the constitution and law of New Jersey and of the United States subject to law.
- C. Nothing contained herein shall be construed to deny or restrict the City or the Police Chief of their rights, responsibilities and authority under R.S. 40A:1-1 et seq., Civil Service Rules and Regulations, and/or any applicable national, state or local laws.

ARTICLE XVI. POLITICAL ACTIVITIES

The Police Chief shall refrain from all political activities which undermine public confidence in the Police Chief or the Division.

- A. Elections of the Mayor and the Governing Body. The Police Chief should maintain a reputation for serving equally and impartially all members of the community. To this end, he shall not participate in an election campaign on behalf of or in opposition to candidates for the Mayor or the governing body of the City of Hoboken.
- B. Elections Generally. The Police Chief shares with fellow citizens the right and responsibility to vote. However, in order not to impair his effectiveness on behalf of the City government that he serves, he shall not participate in political activities to support the candidacy of individuals running for Mayor or the governing body of the City of Hoboken. Specifically, he shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office of the Mayor or the governing body of the City of Hoboken.
- C. Running for Office. The Police Chief shall not run for elected office. He shall not seek political endorsements, financial contributions or engage in other campaign activities for himself.
- D. Presentation of Issues. The Police Chief may assist the Administration in the presentation of issues involved in referenda such as bond issues and other matters that affect the City's operations and/or fiscal capacity.
- E. Personal Advocacy of Issues -- The Police Chief shares with fellow citizens the right and responsibility to voice their opinion on public issues. The Police Chief may advocate for issues of personal interest only when doing so does not conflict with the performance of his official duties.

ARTICLE XVII. SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict the rights of either Party under any federal or state law or regulation. Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof and the Parties agree with respect to any clause so determined to be invalid, the Parties will immediately renegotiate said invalid clause so as to being the same within legal limits.

This Agreement may be executed in counterparts.

ARTICLE XIII. FULLY-BARGAINED AGREEMENT

A. The Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. The Parties agree that this Agreement may not be altered, amended, modified, superseded, canceled or terminated except in writing and duly executed by the Parties.

C. The Parties agree that the laws of the State of New Jersey shall govern this Agreement and the Parties will submit to binding arbitration by a mutually agreed to arbitrator for the resolution of any dispute that may arise hereunder.

D. This Agreement is the only agreement that binds the Parties. The collective negotiations agreements between the City and the PSOA and/or the PBA and/or any other union, past or present, do not apply to the Chief of Police in any way whatsoever. Any and all past practices and/or what may be considered precedent in the City in connection with any City Chief of Police or any City employee do not apply to this Agreement in any way whatsoever. This Agreement is made without precedent or prejudice to the positions of the Parties. Similarly, this Agreement shall not constitute a precedent or past practice in any other matter now or at any time.

E. The Police Chief agrees and understands that from the date of his appointment as Chief of Police, he will no longer accrue longevity, terminal pay, terminal leave and/or seniority.

ARTICLE XIX. DURATION OF AGREEMENT

This agreement shall become effective as of the date approved and fully executed by the parties through and including December 31, 2027. The terms of this Agreement shall continue in effect as written until a new contract is entered into between the Parties.

ARTICLE XX. MISCELLANEOUS

A. The Parties enter into this Agreement on their own accord, voluntarily, without duress, and with a full understanding of their respective rights and obligations. The City acknowledges it has conferred with Brian J. Aloia, Corporation Counsel, with regard to this Agreement. The Police Chief acknowledges he has been adequately counseled and represented with regard to the Agreement. The Parties further acknowledge and represent that they have been given adequate time to review and contemplate the Agreement and that they have obtained adequate advice of counsel. The Parties further represent the following: (i) they have entered into the Agreement in good faith; (ii) there have been sufficient discussions on the language and meanings of the terms

of the Agreement, as well as sufficient revisions relevant to same, as necessary; and (iii) the Agreement, or any ambiguities within it, shall not be construed more favorably against either of the Parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at
HOBOKEN, HUDSON COUNTY, on this day of , 2024

Steven Aguiar
Chief of Police

Honorable Mayor Ravi Bhalla
City of Hoboken

DATED: _____

DATED: _____

WITNESS

WITNESS