

**MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and executed this \_\_\_\_ day of December 2017 by and between the City of Hoboken (the "City") and the Hoboken Uniformed Firefighters, Local 1078 (hereinafter "Union").

**WITNESSETH:**

**WHEREAS**, the City is the public employer of all firefighters; and

**WHEREAS**, the Union represents for the purposes of collective negotiations all firefighters including hosemen, engineers, tillermen, chauffeurs, inspectors, fire prevention specialist/ufd; but not limited to these positions, and all persons appointed during the scope of the Agreement, with the exception of the Superior Officers as referenced in the Collective Bargaining Agreement covering the period January 1, 2007 through December 31, 2013 (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, 2014, through December 31, 2017; and

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

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

1. All terms and conditions of employment contained in the parties' Agreement dated January 1, 2008 through December 31, 2013 shall remain in full force and effect, except as expressly modified herein.
2. The terms of the new Agreement shall cover January 1, 2014 through December 31, 2017.
3. 1% across the board increase in the base salary of all steps on salary guide shall be effective January 1, 2014, January 1, 2015, January 1, 2016, and January 1, 2017.
4. Retro payments shall be made within a reasonable period of time.
5. Any employees hired by the City for employment on or after November 15, 2016 shall not be entitled to longevity. Therefore, Article 19 – Longevity of the parties Agreement shall be amended to provide that "Any employee hired on or after November 15, 2016, shall not be entitled to Longevity. Employees

hired on or before November 14, 2016, shall be paid Longevity according to the following schedule:"

6. Article 3, TIME OFF, Section 3.10 which reads: "Any time a firefighter donates blood in an emergency, shall be given a day off. They shall be given this day when they ask for it, at the discretion of the Chief. If this day is not given, then the firefighter shall have this day added to terminal leave" shall be **deleted and removed** from the Agreement, the remaining Sections shall be renumbered.
7. Article 3, TIME OFF, Section 3.11 which reads: "Any firefighter, who donates blood during the Annual Fire/Police Blood Bank Drive, shall receive eight (8) hours off. This time shall be reasonably requested and approved by the Chief. In the event this time off isn't taken, it shall be accumulated towards retirement. The City shall make alternative arrangements (make-up days) for firefighters on duty" shall be **deleted and removed** from the Agreement, the remaining Sections shall be renumbered.
8. Article 3, TIME OFF, Section 3.1 shall be deleted in its entirety and replaced to read as follows: Employees shall be granted time off, without deduction from pay or time owed, in the event of a death in the immediate family from the date of death to and including the date of the funeral, not to exceed five (5) calendar days. No time shall be allowed to be taken under this section after the date of the funeral.  
  
Each employee shall receive four (4) twelve hour blocks of personal leave, which days shall be non-cumulative, non-payable if not used, and which shall not be paid for at retirement. Time may be taken consecutively.
9. ARTICLE 30- SICK LEAVE AND INCENTIVE CLAUSES, Section 30.1 shall be amended and replaced to read as follows: A doctor's note must be provided upon returning to work for each absence/illness once a firefighter has exceeded twenty-four (24) hours of sick time usage in a calendar year.
10. ARTICLE 30- SICK LEAVE AND INCENTIVE CLAUSES, Section 30.4 shall be amended and replaced to read as follows: A firefighter, having no days absent under sick leave/injury leave, work related (workers compensation) or otherwise, or any other paid or unpaid leave (family leave, FLMA, FLA, etc.), shall receive two thousand \$2000 dollars for perfect

attendance. Use of persona leave or bereavement leave shall not effect eligibility for perfect attendance.

\$2,000 No occurrence of illness/injury/leave.

\$750 One (1) occurrence or any portion thereof of illness/injury/leave.

\$500 Greater than one (1) occurrence of illness/injury/leave but less than (3) occurrences.

No payment for three (3) or more occurrences of illness/injury/leave.

Any "occurrence of illness/injury/leave" shall be defined as being absent from work for a twelve hour period due to illness, injury, or leave, including injury on the job (workers compensation), leave under FMLA, FLA or any other paid or unpaid leave to which the employee may be entitled, from the time the employee reports the illness/injury/leave until he/she returns to work. The four (4) twelve our blocks of personal leave under Article 3, TIME OFF, Section 3.1 and the use of bereavement leave under this Section shall not apply as an occurrence of illness/injury/leave.

11. ARTICLE 26, HEALTH AND SAFETY STANDARDS, Section 26.2 shall be amended and replaced to read as follows: The City agrees to provide the following furnishings and supplies and to replace such items when deemed necessary: lockers, beds, bedding for each firefighter, an adequate amount of tables and chairs and eating facilities, mattresses, washer, dryer, refrigerator, stove, microwave, dishwasher, couch, coffee maker, DVD play for training, plates, silverware, pots/pans, kitchen cabinets, television, cleaning supplies: paper towels, hand soap, bleach and multi-purpose cleaner.
12. ARTICLE 26, HEALTH AND SAFETY STANDARDS, Section 26.3 shall be **deleted and removed** from the Agreement, the remaining Sections shall be renumbered.
13. ARTICLE 16, UNIFORMS AND PERSONAL EQUIPMENT, Section 16.5 shall be amended to read as follows: Firefighters shall receive \$1,300 in total for uniform allowance. The uniform allowance shall be paid in the first pay period of July in each year. Each firefighter shall be required to have available two (2) uniform shirts and two (2) uniform pants of Nomex material in the firehouse at all times. All uniforms must be able to pass inspection as

per NFPA Standard 1500. Firefighters shall be responsible for general cleaning of equipment, excluding hazardous materials and chemicals.

New employees shall be entitled to full uniform allowance upon being hired. However, the new employee's first July payment shall be prorated and shall be paid according to the number of months worked before July. New employees shall receive credit for the full month of hire if they are hired on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half month credit if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month. No credit for the first month if they are hired on the 24<sup>th</sup> day of the month or after. (Example: an employee hired on February 24, shall receive 4 months uniform allowance (no credit for February, but credit for March, April, May and June) for their first July payment. Thereafter, the employee shall receive full uniform allowance each July.

14. ARTICLE 10, VACATION AND VACATION PAY, effective January 1, 2018, the current language shall be deleted in its entirety and replaced to read as follows:
  - A. The Vacation guide for all firefighters hired before November 15, 2016, shall be reduced by one vacation day and shall read 6, 10, 12, 14, and 16 vacation days off annually, without changing the years of service.
  - B. All firefighters hired on or after November 15, 2016, shall receive the following vacation:
    - Up to 5 years of service four (4) 24 hour shifts;
    - Between 6 and ten years of service eight (8) 24 hour shifts;
    - Between 11 and fifteen years of service (10) 24 hour shifts; and
    - 16 years or more of service (12) 24 hour shifts.
  - C. The remainder of the Vacation Article shall unchanged.
15. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
16. 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.
17. 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

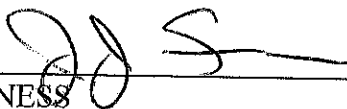
City, officers, or members of the Union, or any individual or organization engaged in activities or in support of activities related to contractual negotiations.

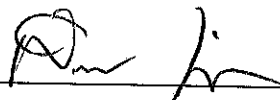
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

12-20-17

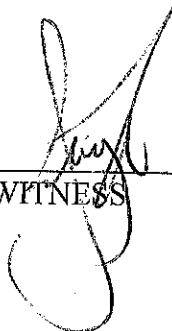
City of Hoboken

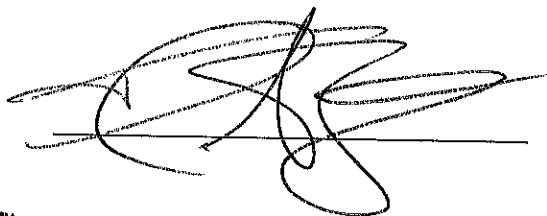
  
WITNESS

  
\_\_\_\_\_

ATTEST:

LOCAL 1078

  
WITNESS

  
\_\_\_\_\_ 12/1/17

**JERRY LORE**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 7/16/2020

Personal

attendance. Use of personal leave or bereavement leave shall not effect eligibility for perfect attendance.

\$2,000 No occurrence of illness/injury/leave.

\$750 One (1) occurrence or any portion thereof of illness/injury/leave.

\$500 Greater than one (1) occurrence of illness/injury/leave but less than (3) occurrences.

No payment for three (3) or more occurrences of illness/injury/leave.

Any "occurrence of illness/injury/leave" shall be defined as being absent from work for a twelve hour period due to illness, injury, or leave, including injury on the job (workers compensation), leave under FMLA, FLA or any other paid or unpaid leave to which the employee may be entitled, from the time the employee reports the illness/injury/leave until he/she returns to work. The four (4) twelve hour blocks of personal leave under Article 3, TIME OFF, Section 3.1 and the use of bereavement leave under this Section shall not apply as an occurrence of illness/injury/leave.

hour

- 11. ARTICLE 26, HEALTH AND SAFETY STANDARDS, Section 26.2 shall be amended and replaced to read as follows: The City agrees to provide the following furnishings and supplies and to replace such items when deemed necessary: lockers, beds, bedding for each firefighter, an adequate amount of tables and chairs and eating facilities, mattresses, washer, dryer, refrigerator, stove, microwave, dishwasher, couch, coffee maker, DVD play for training, plates, silverware, pots/pans, kitchen cabinets, television, cleaning supplies, paper towels, hand soap, bleach and multi-purpose cleaner.
- 12. ARTICLE 26, HEALTH AND SAFETY STANDARDS, Section 26.3 shall be **deleted and removed** from the Agreement, the remaining Sections shall be renumbered.
- 13. ARTICLE 16, UNIFORMS AND PERSONAL EQUIPMENT, Section 16.5 shall be amended to read as follows: Firefighters shall receive \$1,200...

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON:

SPONSORED BY: Peter Cunningham  
SECONDED BY: Off

AB

DEC 06 2017

CITY OF HOBOKEN

RESOLUTION NO.: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO  
A MEMORANDUM OF AGREEMENT WITH THE HOBOKEN UNIFORMED  
FIREFIGHTERS, LOCAL 1078**

WHEREAS, the City of Hoboken by and through the Mayor, Corporation Counsel, and Business Administrator have engaged in negotiations on behalf of the City with the Hoboken Uniformed Firefighters, Local 1078; and,

WHEREAS, the terms resulting from said negotiations have been memorialized in a Memorandum of Agreement between the parties, which is attached hereto and incorporated by reference; and,

WHEREAS, the Administration recommends that the terms memorialized in the attached Memorandum of Agreement be accepted by the City Council of the City of Hoboken.


NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the City of Hoboken is hereby authorized to enter into the attached Memorandum of Agreement with the Hoboken Uniformed Firefighters, Local 1078; and:

1. The above recitals are incorporated as if fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to realize the intent and purpose of this resolution.
3. This resolution shall be effective immediately.

Meeting date: December 6, 2017

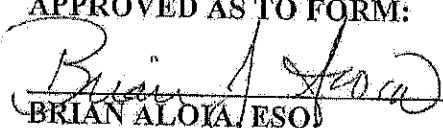
| Councilperson               | Yea | Nay | Abstain/Present | Absent |
|-----------------------------|-----|-----|-----------------|--------|
| Ravinder Bhalla             |     |     |                 |        |
| Peter Cunningham            |     |     |                 |        |
| Michael DeFusco             |     |     |                 |        |
| James Doyle                 |     |     |                 |        |
| Tiffanie Fisher             |     |     |                 |        |
| David Mello                 |     |     |                 |        |
| Ruben Ramos, Jr.            |     |     |                 |        |
| Michael Russo               |     |     |                 |        |
| President Jennifer Giattino |     |     |                 |        |

APPROVED:



STEPHEN D. MARKS  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL