

AGREEMENT

Between
City of Hoboken,
Hudson County, New Jersey

And

Hoboken Fire Officers Association
Local 1076,
Of the International Association of Fire Fighters
AFL-CIO, CLC

January 1, 2007 through and including December 31, 2013

TABLE OF CONTENTS

	Page
Preamble	1
Article 1 - Scope of Agreement	2
Article 2 - Union Security	2
Article 3 - Time Off	3
Article 4 - Leave of Absence	4
Article 5 - Maintenance Standards	4
Article 6 - Protection of Rights	5
Article 7 - Grievance Procedure	7
Article 8 - Examinations	8
Article 9 - Work Day and Work Week	8
Article 10 - Vacations and Vacation Pay	9
Article 11 - Identification Cards	11
Article 12 - Inspection of Payroll Records	11
Article 13 - Riots and Police Duties	12
Article 14 - Mutual Aid	12
Article 15 - New Rules	12
Article 16 - Uniforms and Personal Protective Equipment	12
Article 17 - Medical Surgical Plan	13
Article 18 - Additional Benefits	14
Article 19 - Sick Leave	15
Article 20 - Line of Duty Injuries	15
Article 21 - Salaries	17
Article 22 - Longevity	18

Article 23 - Holidays	19
Article 24 - Overtime	20
Article 25 - Promotional Vacancies	22
Article 26 - Military Leave	22
Article 27 - Sanitary Conditions	22
Article 28 - Pension	23
Article 29 - Retirement	23
Article 30 - Savings Clause	24
Article 31 - Reopener Clause	24
Article 32 - Termination Clause	25
Article 33 - Payment Authorization Clause	25

PREAMBLE

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".

The Hoboken Fire Officers Association, Inc. Local 1076, affiliated with the International Association of Fire Firefighters, AFL-CIO, CLC hereinafter referred to as the "Union". Both aforementioned parties agree to be bound by the terms and provisions of this agreement.

ARTICLE 1

SCOPE OF AGREEMENT

Section 1.1 For the purpose of reaching a mutual understanding between the City of Hoboken and the Union [Supervisory Fire Officers] promote and maintain harmonious relationships between the parties, and effect efficient and progressive service, the parties have entered into this agreement to cover all the Fire Officers in the Hoboken Fire Department employed by the City in the operation of its Fire Department.

Section 1.2 *All employees* covered by this agreement shall be constructed to mean all *Fire Officers, Chief Inspectors and Training Officers* in the Uniformed Firefighting force with the rank of Training Officer UFD, Captain, Battalion Chief and Deputy Chief employed by the City of Hoboken. These Fire Officers shall not participate in any action that would impair the rendition of any and all functions that are now or may be required to be performed in rendering to the citizens of Hoboken full and complete fire protection and fire prevention.

Section 1.3 This contract shall govern wages, hours, grievances and other conditions herein set forth.

Section 1.4 This agreement shall be binding on all parties hereto and their successors, and assign to the extent that the same is now or may be hereafter permitted by law.

Section 1.5 If there is a conflict between the general rules and regulations of the Department and this Agreement, the terms and provisions of this contract shall apply, to the extent that the same is permitted by law.

ARTICLE 2

UNION SECURITY

Section 2.1 The City hereby recognizes the Union as the SOLE and EXCLUSIVE representatives of all employees set forth in this Article 1, for the purpose of collective bargaining. Those activities include but are not limited to the presentation of grievances and proposals relating to the violations of this Agreement and with references to all terms and conditions of employment.

Section 2.2 The City agrees to deduct from the pay of all members [Fire Officers] of the Union, initiation fees, and dues and assessments as required by the Union rules and regulations whose authorization therefore is filed with the City Treasurer. All such deductions shall be remitted to the proper official of the Union before the expiration of the month.

Section 2.3 The City agrees to comply with the terms and conditions of the Agency Shop law when requested to do so by the Union.

ARTICLE 3

TIME OFF

Section 3.1 Fire Officers shall be granted time off without deduction of pay for the following requests:

Death in the immediate family, from the date of death, to and including the day of the funeral.

Serious illness, *including childbirth*, in the immediate family, necessitating the presence of the Fire Officer. No more than two (2) working days.

Baptism, Communion, Confirmation, Bar Mitzvah, Marriage and Graduation of the Fire Officers and their immediate family.

An active part in any of the above mentioned ceremonies. *I.e.* Best Man, Sponsor, etc.

Marriage of an active Fire Officer of the Department. Two (2) consecutive work days. Additional time may be had from the Fire Officer's vacation time if he so desires.

Commencing in 2011, with the exception of bereavement leave and one (1) blood day, all miscellaneous days off provided by Article III, Section 1 and 8, shall no longer be provided and each employee shall receive four (4) twelve hour blocks of personal leave in lieu thereof, 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. Other types of days currently provided in Section 1 shall be usable as priority vacation days and deducted from the officer's allotment.

Section 3.2 *Immediate Family* shall consist of Wife, Child, Stepchild, Mother, Father, Brother, Sister, Aunt, Uncle, Stepmother, Stepfather, Guardian, mother-in-law, father-in-law, Grandmother, Grandfather, brother-in-law, sister-in-law, Grandchildren and Grandparents of Spouse.

Section 3.3 The City agrees to provide time off to any Fire Officer who provides a qualified substitute to perform his tour of duty. During an emergency or when it appears that both parties are attempting to change the present work schedule, such requests shall be granted at the discretion of the Chief. No Officer shall work more than thirty-eight (38) consecutive hours, unless approved by the Chief.

Section 3.4 Time off for Union activities The City agrees to grant the necessary time off with pay and without discrimination to any Fire Officer designated by the Union to attend local, state and international meetings, labor conventions or serve in any capacity on Union business, provided a twenty-four (24) hour notice is given to the City by the Union in writing. No more than three (3) Fire Officers of Local 1076 shall be granted time off at any one time for Union activities.

Section 3.5 Whenever a Fire Officer requests 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 3.6 Fire Officers shall be entitled to one (1) hour early relief by a qualified substitute with the verbal approval of his immediate superior.

Section 3.7 One (1) Fire Officer shall be excused from duty to attend the funeral of any firefighter of any rank killed in the line of duty within a 200-mile radius of Hoboken. A fire department marked vehicle shall be provided for transportation. This Section will not be enforced if it leaves a firehouse without a Captain on duty.

Section 3.8 If a Fire Officer donates blood in an emergency, he will be entitled to one (1) day off. If for any reason, he does not receive his day off, that day shall accumulate towards the officer's terminal leave.

Section 3.9 Any Fire Officer who donates blood during the Annual Police/Fire employees blood drive shall receive eight (8) hours off. This time shall be reasonably requested and approved by the Chief. In the event this time off is not taken during the year, said time shall be accumulated towards retirement.

ARTICLE 4

LEAVE OF ABSENCE

Section 4.1 Any Fire Office requesting a leave of absence without pay from their employer shall secure written permission from the City. The maximum leave shall be for 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 Personnel. Applications for leaves of absence shall be made at least one (1) week prior to the date, on which the requested leave is to commence, except in a case of emergency. This request is to be made in writing. A leave of absence may be requested by the Union for two (2) of its Fire Officer's, which shall be granted if at the time of the request men on leave do not exceed two (2) as stated above. In applying the limitation relative to the requests for leave of absence by the Union, a Fire Officer who has been elected to public office or Union office and who requests a leave for such a reason, shall not have his leave charged against the two (2) Fire Officer limitation as stated above.

ARTICLE 5

MAINTENANCE OF STANDARDS

Section 5.1 Protection of Conditions The City agrees that all conditions of employment relating to wages, hours of work, overtime, differentials and working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of the Agreement, except as modified by this agreement.

Section 5.2 Extra Contract Agreements The City shall not enter into any agreements with Fire

Officers which in any way conflict with the terms of this contract, and shall recognize only elected officials of the Union as the official representatives.

Section 5.3 Fire Officers agree to work under and obey all proper orders of the duly authorized authorities and to further live up to all standards of duty, appearance and benefits as provided herein.

Section 5.4 The City and the Union will both strive toward reducing the consumption of energy.

Section 5.5 Fire Officers are required by the employer to contribute financially to the congregate meals in the firehouse at a charge equal to the value of meals, irrespective of whether the Fire Officer chooses to eat the meal.

Section 5.6 A committee shall be formed to assist in the planning and purchasing of new apparatus and equipment and to provide input toward the design and construction of Fire Department facilities.

Section 5.7 All motor vehicles shall be kept up to state inspection standards.

ARTICLE 6

PROTECTION OF RIGHTS

Section 6.1 The Union shall be notified in writing 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.

Section 6.2 Any Fire Officer of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his acts as such official of the Union, nor shall there be any discrimination against any Fire Officer because of Union membership or activities.

Section 6.3 The City shall supply any Fire Officer all legal advice and counsel in the defense of or settlement of claims for personal injury, death or property damage arising out of or in the course of their employment. The City shall pay and satisfy any and all judgments against any Fire Officer rendered from such claims.

Section 6.4 Discharge and Discipline.

Any suspension of more than five (5) days, demotion or any discharge of a Fire Officer shall be in accordance with New Jersey Department of Personnel statutes and regulations. Any suspension of five (5) days or less shall only be for just cause and shall be subject to the grievance and arbitrations procedures set forth in Article 7.

Section 6.5 No Fire Officer will be disciplined or called to a meeting that would result in discipline without a Union representative present.

Section 6.6 The City will notify the Union in writing of any discharge or suspension within three

(3) days (excluding weekends and holidays) after the Fire Officer is discharged or suspended. Providing notice to the Union will have no effect on the City's right to continue the disciplinary action.

Section 6.7 The employee will advise the City of the request for a hearing as provided in the New Jersey Department of Personnel rules and regulations. If a Fire Officer is discharged or suspended, he may elect to proceed to arbitration or go through New Jersey Department of Personnel Rules and Regulations, but not both. Nothing herein shall be construed to deny any individual Fire Officer or the City their rights under New Jersey Department of Personnel Rules and Regulations.

Section 6.8(A). The Fire Officer shall retain the right to appeal a written reprimand to the Director of Public Safety. However, oral or written reprimands shall not be subject to the grievance and arbitration procedures set forth in Article 7. The City shall comply with the New Jersey Department of Personnel statutes, rules and regulations regarding all disciplinary action.

Section 6.9 Separation of Employment. Upon discharge or voluntary quitting, the City shall pay all monies due the Fire Officer in the pay period following such departure. Earned vacation time shall be included in such payments along with time owed, if any.

Section 6.10 Disciplinary Hearings A Fire Officer may request a departmental hearing as provided by the New Jersey Department of Personnel rules and regulations. There shall be two (2) types of reprimands:

1. Oral
2. Written

An Oral reprimand shall be just what the name implies. There shall be no written record of an oral reprimand in the Fire Officer's official personnel file. With regard to an oral or written reprimand, the Fire Officer shall be permitted the opportunity to respond in writing. Such written statement shall be maintained by the City together with the oral or written reprimand.

The Fire Officer shall retain the right to appeal a written reprimand to the Director of Public Safety; however, oral and written reprimands shall not be subject to the grievance and arbitration procedures set forth in Article 7.

Section 6.11 A Fire Officer may see his personnel file on request. If a Fire Officer wishes to answer or supplement any material found in his personnel file, he may do so and his written statement shall become part of his personnel file. Any written statement shall be maintained in the Fire Division Personnel File if so requested by the Fire Officer.

Section 6.12 Only minor disciplinary actions shall be expunged after five (5) years and disciplinary records removed from a Fire Officer's personnel file. The City shall further notify the New Jersey Department of Personnel to remove said records from the Fire Officer's file. However, no records of salary loss shall be destroyed.

Section 6.10 Disciplinary charges must be brought no later than the 45th day after the date on which the person filing the complaint obtained sufficient information to file the matter upon which the complaint is based. Failure to charge within this time period shall act as a bar to the bringing of charges.

Section 6.14 No Fire Officer will be subjected to questioning with the use of any polygraph machines, psychological stress evaluators or similar lie detector devices in internal investigations or criminal investigations. Upon request, a Fire Officer will have the right to be accompanied by counsel and any Union representative during the entire interrogation of the Fire Officer by the City.

Section 6.15 No Fire Officer's home telephone number, address or photograph shall be disclosed to any person who is not a member of the Hoboken Fire Department.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 7.1 Definition of a grievance: A dispute between the meaning, application and interpretation of this agreement. Fire Officers covered by this Agreement may appeal violations of policy agreements or administrative decisions affecting them. Grievances shall also be concerned with, but not limited to, employment, work conditions, light, heat, sanitary facilities, safety, type and location of work assignments, work load, rules and regulations and attitude of supervisors.

Section 7.2 Procedure for presenting a grievance

Step 1. The President of the Union, 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 Fire Officer involved. The grievance must be in writing and filed within thirty (30) calendar days after the event giving rise to the grievance has occurred. 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 one, or if no answer has been received by the Union within the prescribed time, then the Union shall submit a written grievance to the Director or any person designated by him.

The City representative shall inform the Union 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 Fire Officer, the Union, and the Director of Public Safety.

Step 3. If the grievance is not settled to the satisfaction of the Union as provided for in

step two, then only the Union may request that the grievance be submitted to arbitration by filing with the New Jersey State Board of Mediation.

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 not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The arbitrator shall decide the dispute within thirty (30) days after the hearing has closed.

Section 7.3 Authorized representatives of the Union shall be allowed to visit the Central Station, Sub-Station, 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. They shall not interfere with the normal conduct of work within the Department. The time limits expressed herein shall be strictly followed. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned.

ARTICLE 8

EXAMINATIONS

Section 8.1 Physical, mental or other examinations required by the employer shall be complied with by all Fire Officers, provided, however, the employer shall bear all charges for such examinations.

Section 8.2 The City reserves the right to select its own examiner or physician and the Union may, if it believes an injustice has been done to a Fire Officer, have said Fire Officer re-examined at his expense. This is not to be construed to mean that neither any Fire Officer must be treated by any physician other than the one of his choice nor to affect the right of the City to have the City's physician for service-connected injuries.

8.3 The City and the Union agree to continue discussions with respect to the implementation of a drug and alcohol testing policy.

ARTICLE 9

WORK DAY AND WORK WEEK

Section 9.1 The workweek shall consist of forty-two (42) hours averaged out over eight (8) weeks as follows:

1 st week	48 hours
2 nd week	48 hours
3 rd week	48 hours
4 th week	24 hours

5 th week	48 hours
6 th week	48 hours
7 th week	48 hours
8 th week	24 hours

Starting time for the workday will be eight 0800. The workday will end at 0800 the following morning. The workday shall consist of twenty-four (24) consecutive hours; this will be followed by seventy-two (72) consecutive hours off duty. *(Example)* A Fire Officer will report for duty at 0800 on Monday and will be relieved from duty at 0800 Tuesday. He will then be off duty until 0800 Friday.

If a Fire Officer is to be temporarily detailed to a different group, the Fire Officer shall be selected from the group following the group in which the vacancy exists. *(Example)* If a vacancy exists In-Group "D" the detail person shall be selected from Group "A". When the detailed Fire Officer returns to his original group, he shall not report for duty until the second day his new group works after their assignment. If manpower is such that the above formula cannot be applied, then the detail shall be at the discretion of the Chief.

Starting and quitting time for a Fire Officer on special assignment shall be determined by the Chief of the Department, with a workweek of forty (40) hours per week.

Section 9.2 No Fire Officer shall be required to perform any duties other than those relating to Fire Department business. If any Fire Officer wishes to volunteer his services for non-fire related business, he may do so. All Fire Officers shall be required to perform duties as directed during times of emergencies, provided those duties conform to the duties of a Fire Officer as specified by the New Jersey Department of Personnel.

ARTICLE 10

VACATIONS AND VACATION PAY

Section 10.1 Annual vacations shall be granted in accordance with the following schedule:

WORK DAYS OFF

Years of Service	Captains	Battalion/Deputy Chief
1 to 5 Years	12	13
6 to 10 Years	14	15
11 to 15 Years	16	17
16 Years or More	18	19

In the groups of periods listed above, a Fire Captain shall receive a minimum of an additional two (2) work days off over and above the amount of days a firefighter receives in the same periods. In the groups of periods listed above, a Battalion Chief and Deputy Chief shall receive a minimum of an additional one (1) work day over and above the amount of days a Fire Captain

receives in the same periods.

Section 10.2

A. On January 1st vacation time of each Fire Officer for the ensuing year becomes vested. Vacation time shall be accrued from January 1 to December 31. Vacation carry-over is limited to two (2) years and shall conform to existing Civil Service Regulations (this shall not affect any vacation time accrued before this Agreement that is subject to pending litigation). In the final year of employment, a fire officer's vacation time will be fully vested so long as his/her retirement date is March 1 or later. Effective January 1, 2008, in the event a fire officer retires with a retirement date earlier in the calendar year than March 1, that year's vacation will be prorated.

B. The employer agrees that a Fire Officer on sick leave shall not be placed on a vacation roster if such Fire Officer's sick leave and vacation period coincides. Vacation shall be granted at a later date, approved by the Chief. If transfer is not requested by Fire Officer, then the Fire Officer keeps the same vacation as long as Fire Officer has made vacation plans. If transfer is requested by Fire Officer, then Fire Officer may have to change vacation slot.

C. In the case of death of a Fire Officer, all vacation pay due him shall be paid to the Fire Officer's estate.

D. Fire Officer's vacation in each period shall be rotated annually. The Chief shall use his best efforts to assure such rotation.

E. If any Fire Officer receives a permanent group change (which was not requested by the Fire Officer) after the vacation list is finalized, he shall receive his same vacation periods in their newly assigned group as long as the Fire Officer has made vacation plans. If a transfer is requested by a Fire Officer, then the Fire Officer may have to change his vacation slots.

Section 10.3 Subject to the approval of the Chief

A. Fire Officers shall be permitted to exchange vacation periods within their assigned groups.

B. Fire Officers shall be permitted to exchange unused vacation periods within their assigned groups.

Section 10.4 Any Fire Officer individually recalled for duty while on vacation shall be paid a minimum of four (4) hours pay at 1½ times the regular hourly rate based on a forty (40) hour work week.

Section 10.5 Vacation pay shall be paid in advance of vacation on the pay day of the week preceding the start of the Fire Officer's vacation period, if requested by the Fire Officer, in writing, within one (1) week written notice.

Section 10.6 Fire Officers on detail or special assignment shall be entitled to the number of consecutive vacation days to which line Fire Officers are entitled. These vacation periods shall

be approved by the Chief.

Section 10.7 Vacations shall be divided into four (4) periods. Dates of this schedule shall change slightly annually.

Period #1	January to early April
Period #2	April to late June
Period #3	Late June to early September
Period #4	Early September to early January

- A. Each vacation period shall be a maximum of four (4) workdays off. Each vacation period shall begin at the end of a group's seventy-two (72) hours off and be completed at the end of a group's seventy-two (72) hours off.
- B. Fire Officers shall pick the period in which they will take their vacation of less than four (4) workdays. Such pick will not be unreasonably denied.
- C. A Fire Officer returning from vacation will not have his vacation shortened (including furlough days) if the Fire Officer is transferred to another group.
- D. Each line's Deputy Chief/Battalion Chief with the assistance of the Union President or his representative shall make up the group's vacation list. These vacation lists will then be submitted to the Chief by January 1st for approval.

Section 10.8 Vacation time that has been accumulated toward retirement up to December 31, 1987 shall be compensated as nineteen (19) days for every four (4) workdays accumulated vacation. From January 1, 1988 any vacation time saved towards retirement shall be considered as sixteen (16) calendar days for every four (4) workdays of accumulated vacation.

ARTICLE 11

IDENTIFICATION CARDS

Section 11.1 Fire Officers shall be provided with a valid identification card. The cost involved for the making of these cards shall be borne by the City.

ARTICLE 12

INSPECTION OF PAYROLL RECORDS

Section 12.1 An authorized representative of the Union shall have the right to inspect the City's pay records, health and welfare records and pension fund records of Fire Officer at a mutually convenient time.

ARTICLE 13

RIOTS AND POLICE DUTIES

Section 13.1 With the exception of duly certified Arson Investigators assigned, [part time/full time] to the Arson unit, no Fire Officer shall be required to perform any police duties.

Section 13.2 The City shall not require any Fire Officer to use hose streams or any other method to take part actively in the quelling of any riot or civil disorder.

Section 13.3 When the Chief places the Department on what is known as condition "White", as defined in the Civil Disorder and Riot Control Program, he shall provide every company with a Captain.

ARTICLE 14

MUTUAL AID

Section 14.1 The City shall see that Fire Officers who are injured or killed while rendering aid in or to a neighboring community are fully covered by insurance and pension.

ARTICLE 15

NEW RULES

Section 15.1 Any new rules or modifications of present rules affecting terms and conditions of employment shall be negotiated with the majority representatives prior to their establishment as per Chapter 303 of the Laws of 1968.

ARTICLE 16

UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

Section 16.1 All uniforms listed below shall be purchased and maintained by the Fire Officer unless superseded by State or Federal Laws or regulations:

- A. Dress Uniform consists of Overcoat, Jacket, Pants, Shirts, Caps, White Gloves, Shoes, Tie, etc.
- B. Work Uniform consists of Jackets, Pants, Shirts and Shoes.

Section 16.2 Uniform inspection shall be held twice a year. Said uniform inspection shall be held at a time and date, at the discretion of the Chief.

Section 16.3 All uniforms shall comply with the requirements set forth by the City in accordance with Department Regulations.

Section 16.4 All protective equipment listed below shall be purchased and maintained by the employer as per the N.J.A.C. statutes:

This equipment shall meet the National Fire Protection Association standards.

- A. Helmet with Face Shield
- B. Turnout Coat & Bunker pants
- C. Gloves
- D. Rubber Boots
- E. Protective Hood

Each Fire Officer shall be required to purchase and maintain Fire protective/work gloves. All other Fire Protective outer wear and *turnout gear* will be purchased and maintained by the City.

Each fire officer 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 and P.O.S.H.A. Fire Officers shall be responsible for general cleaning of equipment, excluding hazardous materials and chemicals. Fire Officers will endeavor to take proper care of this equipment and take reasonable steps to see that it is not abused or stolen.

Section 16.5 Wearing of Uniforms. The work uniform shall be worn at all times in the prescribed manner while a Fire Officer is on duty. The dress uniform shall be worn on details, parades and funerals. It shall not be essential to wear the dress uniform coming and going to the assigned firehouse while reporting for or being relieved from duty.

Section 16.6 The dress uniform shall not be worn for fire inspections.

Section 16.7 Effective January 1, 2008, the uniform allowance shall be increased by \$500, making the total uniform allowance \$1,300.00. Retroactive uniform allowance for 2008, 2009, 2010 and 2011 shall be paid at the same time as the retroactive salary increases. Commencing in 2012, the uniform allowance shall be paid in the first pay period of July in each year. Maintenance allowance will not be accrued during terminal leave.

Section 16.8 The City shall provide the leather front piece on each Fire Officer's helmet designating his rank. If a Fire Officer is promoted, they will be given a new front piece commensurate with their rank upon return of their current one.

MEDICAL SURGICAL PLAN

Section 17.1 The City agrees to provide the current health insurance program, the so-called state defector Direct Access Plan ("Direct 10") as described in the attached, Schedule B. , See Appendix A for description of health insurance. Any firefighter hired after January 1, 2007, and who is later promoted to a title covered by this contract, shall be enrolled in the Point of Health Service Plan. Any current Fire Officer enrolled in the POS Health Plan or who voluntarily switches to the POS will receive annually the following amount if the Fire Officer stays enrolled in the POS Health Plan for twelve (12) months:

Fire Officers with family coverage	\$1,000.00
Fire Officers with dependent	\$900
Fire Officers (single)	\$450

Section 17.2 The employer agrees to pay for the hospitalization coverage (as described in Section 1) and vision care program for a Fire Officer and his dependents who retires after 25 years of service or who retires on a disability pension. This coverage shall be provided for the surviving spouse (unless they remarry) and their dependents if the eligible retired person becomes deceased.

Section 17.3 The City agrees to reimburse all eligible pensioners and their spouses, including those on disability pensions, for Medicare Part B charges. This reimbursement shall be paid to the eligible pensioners annually. This coverage shall extend to the surviving spouse if the eligible retired Fire Officer becomes deceased.

Section 17.4 The City shall provide for the Hospitalization Coverage and Medicare reimbursement for the eligible spouse and dependents of an eligible Fire Officer who becomes deceased while employed by the City unless they remarry.

Section 17.5 When a Fire Officer is on sick leave or injury leave, the City shall continue to pay for their Medical Coverage.

Section 17.6 The City shall continue to pay for the Health Care Coverage of any Fire Officer, and dependents, on disciplinary leave until the disposal of the disciplinary action or the termination of employment, if such is the case.

ARTICLE 18

ADDITIONAL BENEFITS

Section 18.1 Each Fire Officer, including retired Fire Officers as of January 1, 1984 and their dependents, shall be provided with a Dental Plan as negotiated with the Union.

Section 18.2 Each Fire Officer, including retired Fire Officers as of January 1, 1980 and their dependents, shall be provided with a Prescription Plan, as negotiated with the Union. Effective

January 1, 2007, the prescription copays shall be five dollars (\$5.00) for generic, ten dollars (\$10.00) for brand name, and ten dollars (\$10.00) for formulary. Mail order prescriptions will become mandatory for maintenance prescriptions effective January 1, 2007. The City agrees to conduct a seminar for all fire officers concerning the mandatory mail order program. Commencing in 2012, the City shall have the right to change insurance carriers provided that, after the change, the coverage shall be equal to or better than the coverage before the change of carrier.

Section 18.3 An optical plan has been implemented as of January 1, 1990 with Vision Service plan of New Jersey.

ARTICLE 19

SICK LEAVE

Section 19.1 Fire Officers will be granted sick leave without loss of pay whenever they are unable to work for reasons of health, at least one (1) year for each illness, pursuant to N.J.S.A. 40A:14-1. Such leave will be determined by the Department Physician. Such leave shall not be arbitrarily or unreasonably withheld.

Section 19.2 Sick slips shall not be required unless a Fire Officer's sick leave has exceeded twenty-four (24) hours of on-duty time. Off-duty time will not be included when calculating sick leave time.

Section 19.3 Incentive Clause: A Fire Officer shall have no days absent under sick leave or time off under article 3.1 [TIME OFF], excluding funeral leave and marriage leave during a calendar year to receive perfect attendance herein. Under article 3 shift substitutions, standbys, early relief, union leaves, time owed, holiday dinner break, blood time and vacation leave do not affect perfect attendance. The following are effective January 1, 2006:

\$1,500.00 Perfect attendance
\$700.00 no occurrence of illness
\$400.00 one (1) occurrence of illness
\$200.00 two (2) occurrences of illness

An occurrence of illness shall be defined as being absent from work due to illness from the time the Fire Officer reports back to work. Time off in accordance with Article 3, Section 3.1 shall not apply as an occurrence of illness. In the above categories, any days out in excess of eight (8) workdays within the calendar year shall automatically render that Fire Officer ineligible to receive the sick incentive money. Further pro rate Workman's Compensation time off with full pay as a deduction from sick leave incentive clause, excluding absences for on the job injuries totaling less than four (4) working days i.e. sixteen (16) calendar days. This money shall be paid to the Fire Officer on the 2nd pay date in January in the following year.

ARTICLE 20

LINE OF DUTY INJURIES

Section 20.1 If a Fire Officer is incapacitated or unable to work because of an injury sustained in the performance of his duty, he will be entitled to injury leave with full pay during the period which he is unable to perform such duties. Such leave is not to exceed one (1) year. A Fire Department Medical Review Board will review each case and will take any steps permitted by law to see that this injury leave policy is not abused. This Board will be made up of five (5) members, the Chief, Department Physician, two (2) representatives of the Union and the Fire Officer's Physician.

Section 20.2 A Fire Officer hospitalized due to a line of duty injury shall be provided with minimally, semi-private accommodations, upgraded as medically deemed necessary and recommended by attending medical staff. A telephone shall be installed at no cost to the Fire Officer but restricted to reasonable use.

Section 20.3 When a Fire Officer is injured in the line of duty, the City agrees to bear the cost of all medical, surgical, therapeutic and pharmaceutical bills as required by law.

Section 20.4 When a Fire Officer is recalled to duty, he shall be considered on duty from the time he received the call until the time he is relieved from duty. The employer will ensure that any Fire Officer killed or injured while reporting to a recall emergency is fully covered by pension and insurance rights as if said death or injury had occurred out of an accident arising out of the performance of duty while in the City of Hoboken as permitted by law.

ARTICLE 21

SALARIES

21.1 Salaries

All Salaries shall be increased as follows:

Retroactive salary payments shall be paid as follows:

	January 2007	April 1, 2008	April 1, 2009	January 1, 2010	January 1, 2011	January 1, 2012	January 1, 2013
Captain 1	107,289.72	111,044.86	114,931.43	117,230.05	119,574.65	121,879.35	124,255.99
Captain 2	108,942.12	112,755.09	116,701.51	119,035.54	121,416.25	123,783.86	126,197.64
Captain 3 and Training Officer	110,602.68	114,473.74	118,480.32	120,849.92	123,266.91	125,670.61	128,121.17
Battalion Chief 1	130,482.48	135,049.36	139,776.08	142,571.60	145,423.03	148,258.77	151,149.81
Battalion Chief 2	132,138.96	136,763.82	141,550.55	144,381.51	147,269.14	150,140.88	153,068.62
Battalion Chief 3	133,793.40	138,476.15	143,322.81	146,189.26	149,113.04	152,020.74	154,985.14
Deputy Chief 1	142,016.82	146,987.40	152,131.95	155,174.58	158,278.07	161,364.49	164,511.09
Deputy Chief 2	143,738.40	148,769.24	153,976.16	157,055.68	160,196.79	163,320.62	166,505.37
Deputy Chief 3	145,384.68	150,473.14	155,739.69	158,854.48	162,031.56	165,191.17	168,412.39

Above figures represent yearly base Salary, dollar amounts.

The above figures include a minimum of 28%, 30%, and 32% rank differential for a Captain, and 56%, 58%, and 60% rank differential for a Battalion Chief and 70%, 72%, and 74% rank differential for a Deputy Chief. These differentials are minimum percentages above top pay of Firefighter's base salary. Officers who were promoted prior to March 1, 1995 shall maintain their current salary differential in the event of demotions and subsequent repromotions.

	1 st	2 nd	3 rd Step
*Between Captain and Firefighter	28 30		
*Between Battalion Chief & Firefighter	565860%	32%	
*Between Deputy Chief & Firefighter	707274%		

Section 21.2

Section 21.3

Chief Inspector. Any Fire Officer who is assigned the duties of Chief Inspector shall be entitled to a 12% rank differential, in addition to any other rank differential associated with his Fire Officer position."

Training Officer. The parties agree that the position of Training Officer UFD shall be paid at the same rate as a Captain. Any incumbents in the position of Training Officer UFD will not receive any increase in calendar 2003. Effective January 1, 2004, Training Officer UFD shall be paid a rate differential of 26%. Effective January 1, 2005, Training Officer UFD shall be paid a rate differential of 32%.

The City and Local 1076 agree to immediately form a committee to study the following programs and appropriate compensation for fire officers participating in them:

- (a) Hazmat
- (b) First Response
- (c) UASI
- (d) Water Rescue

The Fire Chief and the Business Administrator shall designate at least two (2) representatives. The President of Local 1076 shall also designate at least two (2) representatives. The Committee shall meet at least one (1) time each month. The first monthly meeting shall be on the first (1st) date of the month. At the first meeting, a schedule of future meetings will be set.

Section 21.4:

"In the event that an agreement with the Firefighters is not resolved prior to this agreement, the Fire Officers' salary increase shall be 4.1% for each of the two (2) years."

ARTICLE 22

LONGEVITY

Section 22.1 The longevity pay shall be as follows:

0-3 years service in the Department	No Credit	
Beginning of 4 th thru 6 th year of service		0%
Beginning of 7 th thru 9 th year of service		2%
Beginning of 10 th thru 12 th year of service		4%
Beginning of 13 th thru 15 th year of service		6%
		8%

Beginning of 16 th thru 18 th year of service	10%
Beginning of 19 th thru 21 st year of service	12%
Beginning of 22 nd thru 23 rd year of service	14%
Beginning of 24 th thru 24 th year of service	16%
Effective January 1, 2002, Beginning of 25 th year of service	17%
Effective January 1, 2005, Beginning of 26 th year of service	18%

Section 22.2 This longevity shall be paid in bi-weekly installments as part of the Fire Officer's salary.

Section 22.3 Fire Officer's whose anniversary date of employment falls between January 1st and July 1st shall be paid as of July 1st. Fire Officers whose anniversary date falls between July 2nd and December 31st shall be paid as of January 1st. Time, which the Fire officer has been on leave of absence, shall not be counted in the calculation of years of service for allowance of longevity.

Effective January 1, 1995 service differential pay shall be included as part of the Fire Officer's base pay as negotiated by the Union and the City.

ARTICLE 23

HOLIDAYS

Section 23.1 Fourteen paid holidays at the base rate of one hundred twenty dollars (\$120.00) per holiday are included and paid as part of a Fire Officer's base pay. The salaries in Article 21 include holiday pay. Any Fire Officer not assigned to the twenty-four (24) hours on, seventy-two (72) hours off work schedule, such as Special Assignment/Staff/Fire Prevention Bureau, shall have the same holiday schedule as non-uniformed City employees. Those Fire Officers shall not be required to work on the holiday and shall be paid for the day.

Section 23.2 A two (2) hour mealtime period shall be given to all Fire Officers who are on duty on the following holidays: New Year's Day, Easter Sunday, Thanksgiving Day, Christmas Day.

The mealtime period shall exist from 0800 to 2000 hours, except in case of an emergency. The Group Deputy Chief and the Union's Representative shall work out the mealtime schedule fifteen (15) days prior to the holiday. If any Fire Officer does not take his two (2) hour mealtime, he shall receive two (2) hours pay at 1 ½ time the hourly rate.

ARTICLE 24

OVERTIME

Section 24.1

A. Fire officers 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 their hourly rate but not less than one (1) hour overtime pay for each hour or part thereof. All overtime shall be paid in wages (as opposed to compensatory time) at the rate of time and one half. All mandatory training shall, to the extent reasonably possible, be conducted while an officer is on duty. Subject to agreement on language, shifts may be reasonably modified to implement this provision. In the event that such training is conducted during off-duty hours, it shall be compensated at the rate of time and one-half.

B. Effective January 1, 2003, members recalled to duty and those riding as guides shall be paid during such emergencies in excess of his regular tour of duty at a minimum of two (2) hours pay at a rate of 1½ times their regular hourly rate. Members who report to said emergencies in twenty (20) minutes or less and do not ride as guides shall receive a minimum of five (5) hours pay at a rate of 1½ times their regular hourly rate.

C. The premium overtime rate shall be based on a forty (40) hour workweek.

D. Effective January 1, 2003, any Fire Officer who is called to work to complete a tour of duty that has already started shall be paid for all hours worked at the rate of 1½ times his regular hourly rate or a minimum of two (2) hours pay.

Section 24.2 In the event a need for overtime should occur because of vacation, sickness, manpower shortage or for unforeseen reasons, a Fire Officer shall be called in under the following procedure:

OVERTIME PROCEDURE

Under normal conditions, if a need for overtime occurs in a particular group the person shall be called from the preceding group.

If a Fire Officer accepts overtime for a minimum of twelve (12) hours it will count on his standing in his group's list. This is whether the overtime was anticipated or not (emergencies).

A Fire Officer can accept overtime in the seventy-two (72) hours off prior to his going on vacation. If a Fire Officer accepts overtime you mark the date next to his name. If he refuses the overtime you put an "R" and the date next to his name. There will be no notations made for sick leave, vacation, or if the overtime is for less than twelve (12) hour's duration.

If a Fire Officer is detailed out of their group, he will be fitted into his new group's overtime roster in the appropriate spot, not at the bottom of the list.

If in calling for overtime, you exhaust an entire group's list, the next preceding group shall be called; however, anyone refusing in this group shall not have that refusal charged against their standing in his own respective group's list.

The overtime book is to be handled the same way as a watch list is conducted.

A workday shall be divided into two (2) twelve-(12) hour periods for the overtime procedure only. 0800 hours to 2000 hours and 2000 hours to 0800 hours.

Section 24.3 Whenever possible, Captains shall constitute a compliment on each tour of duty. When a tour of duty is reduced below this amount for any reason mentioned above, the Chief shall have the discretion to refer to the overtime schedule for the next man in line to work.

Section 24.4 All special off duty details, i.e. parades, funerals, dances, court time, etc. shall be considered overtime.

Section 24.5 When any spare apparatus is placed in service in addition to the normal amount of four (4) engine companies and two (2) ladder companies, a Fire Captain shall be called in on overtime and placed in charge of this company for as long as it is in service, unless there are more than six (6) line Captains on duty.

Section 24.6 All overtime shall be considered as part of a Fire Officer's salary and shall be paid in accordance with the present practice, within two (2) weeks of the period worked.

Section 24.7 Whenever there is a recall for a "general alarm fire", the Chief shall attempt to maintain the proper ratio of one (1) Fire Officer to three (3) Firefighters when calling in men on overtime. A Battalion Chief/Deputy Chief shall be called in for all "general alarm fires" when there is only one (1) Battalion Chief/Deputy Chief on duty.

Section 24.8 The compensation for the forty-first and forty-second hours of the workweek shall be raised by the salary increase given in the prior year. Effective 1/1/92 all Captains shall receive \$2,884.00 annually and all Deputy Chiefs receive \$3,800.00 annually. Effective January 1, 2003, this compensation will be added to base pay.

		2003	2004
Captain	1	1081	1125
	2	1097	1142
	3	1115	1161
Battalion Chief	1	1317	1371
	2	1334	1389
	3	1350	1406

Deputy Chief	1	1434	1493
	2	1452	1512
	3	1468	1528

The above amounts will be paid four (4) times per year until January 1, 2003, when the total amount will be added to the base salaries.

ARTICLE 25

PROMOTIONAL VACANCIES

Section 25.1 The City shall meet all standards and requirements of the New Jersey Department of Personnel in the hiring and promoting of all employees covered by this Agreement.

Section 25.2 Promotions shall be made in accordance with the procedures set forth by the New Jersey Department of Personnel.

Section 25.3 The City agrees to maintain a New Jersey Department of Personnel promotional list at all times for all ranks. If it is necessary to assign a Fire Officer to fill a higher rank, he shall be paid in accordance with that rate of pay for the duration of his tenure. Any Fire Officer not wishing this responsibility can refuse.

Section 25.4 If it is necessary to appoint a Fire Officer to a higher rank in an Acting capacity, he will be paid at the later's first step rate of pay. Any Fire Officer not wishing to accept this responsibility can refuse.

ARTICLE 26 MILITARY LEAVE

Section 26.1 Fire Officers entering the military services of the United States, pursuant to the provisions of Current Law, shall be granted all rights and privileges by this act.

Section 26.2 When the military compensation for any Fire Officer is less than his salary, the City shall make up the difference, pursuant to Federal Law.

ARTICLE 27

SANITARY CONDITIONS

Section 27.1 All sanitary facilities in the firehouse such as toilets, showers, wash basins, etc. shall be kept in good working order.

Section 27.2 The City agrees to provide the following furnishings and replace such furnishings when deemed essential: lockers, beds and bedding for each Fire Officer, and an adequate amount of chairs, tables, and lunch facilities.

Section 27.3 Mattresses and pillows shall be replaced, as their wear deems necessary.

Section 27.4 Effective January 1, 2003 the Fire Officers shall receive One Thousand Two Hundred Dollars (\$1,200.00) per year for the Clean Linen Fund.

ARTICLE 28

PENSIONS

Section 28.1 The City will provide for pensions for the covered Fire Officers in accordance with All State Laws.

Section 28.2 The City shall continue pension payments while Fire Officer is on injury or sick leave.

ARTICLE 29

RETIREMENT

Section 29.1 The City of Hoboken agrees to submit on the date requested by the Fire Officer, his papers for retirement, so that when his terminal leave is over he may receive his retirement on the terminal date set forth in his application.

Section 29.2 Terminal Leave. Effective December 31, 2007, a fire officer who is on terminal leave will not accrue additional vacation time in the event that terminal leave payments continue from December into January or later. Commencing in 2011, future hires shall accrue terminal leave at the rate of three (3) days for every year of service up to 25 years of service. With respect to current employees, (a) current hires shall continue to accrue terminal leave at the rate of five (5) days per year; (b) current hires with more than 30 years of service shall be capped at their current total, and (c) current hires with less than 30 years shall no longer accrue terminal leave after completing their 30th year of service. A Fire Officer who has filed his application for retirement shall be granted leave with pay as follows: Five (5) calendar days for each year of service in the Uniformed Division of the Fire Department. In calculating the years of service, time during which the Fire Officer had been on leave of absence shall not be counted.

Section 29.3 A Fire Officer shall have the option to request his terminal leave, accumulated vacation time and any other payments due him in a 100% lump sum payment. This would be payable in two (2) installments if his terminal leave would incorporate more than one (1) budget year.

Section 29.4 A Fire Officer shall have the option to accumulate vacation periods prior to their

retirement. He may accumulate a maximum of three (3) years of vacation periods or less. The accumulated vacation time shall be paid in a 100% lump sum payment on retirement or at the Fire Officer's request he shall receive this accumulated vacation time on consecutive days just prior to his retirement date. The maximum amount of lump sum payment for terminal leave and accumulated vacation time shall not amount to more than a year's salary at the time of the Fire Officer's retirement.

Section 29.5 The City agrees to provide each retired Fire Officer with a Hoboken Fire Department Retirement Badge.

Section 29.6 A Fire Officer who retires shall receive a two thousand (\$2,000.00) dollar retirement stipend. As of February 1, 1987 any Fire Officer who remains employed for more than thirty (30) years, forfeits his rights to the \$2,000.00 stipend.

ARTICLE 30

SAVINGS CLAUSE

Section 30.1 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 court decision of competent jurisdiction, such invalidations or portion thereof, the parties agree that with respect to any clause so determined to be invalid, the parties will immediately negotiate said invalid cause so as to bring the same within the law. The remainder shall be valid and in force.

ARTICLE 31

REOPENER CLAUSE

Section 31.1 The City shall calculate retroactive pay immediately. It shall provide such calculations to the Unions. Members shall receive 35% of retroactive pay in January 2012, 40% in January 2013 and 25% in January 2014. Retroactive payment only applies to base salary and shall not apply to any other benefit such as overtime pay. In the event that any other organized group of City employees receive during the life of this agreement either higher salaries and/or greater benefits than provided herein, the Union shall have the option to reopen this contract for further negotiations.

Section 31.2 In the event the parties are unable to amicably resolve the contract reopener, either party shall have the right to submit the dispute to binding interest arbitration in accordance with Chapter 85 of the Laws of 1978.

ARTICLE 32

TERMINATION CLAUSE

Section 32.1 This agreement shall be effective as of the 1st day of January 2003 and shall remain in full force and effect until 1:59 p.m. the 31st day of December, 2004 and thereafter during negotiations or any modifications or amendments until a successor agreement is reached.

Section 32.2 When a successor agreement is not reached on or before December 31, 2004 then all monies and benefits agreed upon shall be retroactive to January 1, 2005.

Section 32.3 Negotiations for a succeeding contract shall commence during September 2004. Contact shall be negotiated as per the rules of PERC.

ARTICLE 33

PAYMENT AUTHORIZATION CLAUSE

Section 33.1 There are specific pay days outlined in this agreement that were negotiated with the Union on monetary issues. This clause gives the Chief Financial Officer the authorization that is necessary for the disbursement of said negotiated monies as outlined in the above agreement.

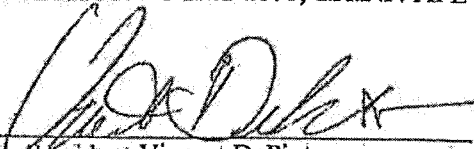
WITNESS THEREOF, the parties hereto have set their hands and seals at the City of Hoboken, New Jersey on this 23 day of February, 2014. 2015

FOR THE CITY MAYOR AND COUNCIL
OF THE CITY OF HOBOKEN

By: 
Mayor Dawn Zimmer

Signed per advise of Mark Taborkin

FOR THE UNION HOBOKEN FIRE OFFICERS
ASSOCIATION LOCAL 1076, I.A.F.F. AFL-CIO,
CLC

By: 
President Vincent DePinto

Weiner-Leonik
per letter on
2/6/15

WEINER | LESNIAK LLP

ATTORNEYS AT LAW
www.weinerlesniak.com

MARK A. TABAKIN
A Member of the Firm

mtabakin@weinerlesniak.com

RECEIVED

February 6, 2015

FEB - 9 2015

VIA E-MAIL & REG. MAIL

Mayor Dawn Zimmer
City of Hoboken
Newark & Washington Streets
Hoboken, N.J. 07030

OFFICE OF THE MAYOR
HOBOKEN, NJ

**Re: Hoboken adv. Firefighters/Fire Officers Unfair Practice Charge Litigation
Our File No. HBKN-G-117**

Dear Mayor Zimmer:

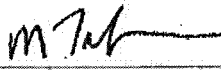
You previously requested that we bring the 2000-2002 Agreement up to date by applying the precise terms of the MOAs negotiated and executed between the parties over the course of the intervening years. Those documents were provided to the City.

At this time, the City is being presented with contracts for the 2007 through 2013 period for signature. The unions have already signed the documents. The 2007/13 contracts shall form the basis against which the parties will bargain for successor agreements. The contracts being presented to the City Council for approval, as well as the last executed contract and all of the unincorporated MOAs have been fully reviewed. Based on that review, the contracts being presented to the City Council represent an updating of the contracts incorporating the already agreed upon terms of the unincorporated MOAs. The documents do not include any additional compensation, benefits, or changes to procedure other than those explicitly set forth in the unincorporated MOAs.

Please feel free to contact this office with any questions.

Very truly yours,

WEINER LESNIAK LLP

By: 
Mark A. Tabakin
A Member of the Firm

cc: Mellissa L. Longo, Esq., Corporation Counsel
Jon Tooke, Director of Public Safety