


### Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2018 thru 12/31/2023.

Employer: City of Hoboken  
County: Hudson   
Date: 10/27/2022  
Name: Michael Kraus  
Print Name  
Title: Personnel Officer  
  
Signature

## MEMORANDUM OF AGREEMENT

This Agreement is made this 13<sup>th</sup> day of December 2021, by and between Hoboken Uniformed Fire Fighters Association, IAFF Local 1078, AFL-CIO ("Union") and the City of Hoboken ("City").

WHEREAS, the City and the Union are parties to a Collective Negotiations Agreement covering the period January 1, 2014 through December 31, 2017; and

WHEREAS, the City and the Union have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor contract; and

WHEREAS, the City and the Union have reached agreement on new terms and conditions subject to ratification by the Union membership and approval by the Mayor and Council for the City; and

WHEREAS, the negotiating committees for the City and the Union unanimously agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth, the parties agree as follows:

I. Except as herein modified, the terms and conditions set forth in the 2014 through 2017 contract between the City and the Union shall remain in full force and effect.

II. ARTICLE 3, TIME OFF

A. Section 3.1.

Allow personal days to be used in minimum 6-hour blocks.

B. Section 3.2, replace with: Immediate Family shall consist of Spouse, legally

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recognized Domestic/Civil Union Partner, Child, Mother, Father, Brother, and Sister (including all step relations for these relationships), Aunt, Uncle, First Cousins, Stepmother, Stepfather, person serving in the capacity of in loco parentis (per FMLA), Mother-in-Law, Father-in-Law, Grandmother, Grandfather, Brother-in-Law, Sister-in-Law, Grandchildren and Grandparents of Spouse.

C. Section 3.13 (New). Whenever City employees are excused from work for any reason, including, but not limited to, a declared state of emergency, or by an executive order of the Mayor, Governor, President or any other legislative body, members of the Department shall not be considered included, and shall be required to work as scheduled without any additional benefit.

D. Section 3.9: Effective 1/1/22, the Holiday meal break is eliminated.

### III. ARTICLE 6. PROTECTION OF RIGHTS

A. Section 6.4 shall be amended to read: "Any firefighter receiving an oral reprimand that is memorialized in writing, or a written reprimand 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.

B. Section 6.7 (New): "Suspensions of 5 or less days and written reprimands that are at least 5 years old and oral reprimands that are at least 1 year old shall not be considered for purposes of progressive discipline."

### IV. ARTICLE 7. GRIEVANCE PROCEDURE

Step 1: Replace "immediate supervisor" with "Chief of the Department."

### V. ARTICLE 10. VACATION AND VACATION PAY

A. Section 10.5. Delete.

B. Section 10.9. Delete.

*See attached*

VI. ARTICLE 17. MEDICAL BENEFITS

A. Section 1.

Add the following: The City shall have the right to move to the State Health Benefits Plan ("SHBP") "NJ Direct 10" if they so elect and the Union agrees that is acceptable coverage. The Union recognizes and acknowledges that the NJ Direct 10 plan provides the same or substantially similar benefits and the parties have always acted with the understanding that moving to the SHBP was allowable under the parties' agreement and all current employees and retirees would be moved to the SHBP. Simply put, the parties agree that all employees and current retirees should be moved to the SHBP with access to its plans and are subject to the coverage of the plan selected by the employee or retiree. Notwithstanding that the parties agree that is beneficial and allowable to move all employees and current retirees to the State Health Benefits Plan, and therefore, the Union will not to challenge the parties' decision to enter the SHBP, the City recognizes that Union cannot waive the rights of current retirees to individually challenge the parties' decision to enter the State Health Benefits Plan without the Union's participation. If the Direct 10 level of benefits is reduced by any source, the City agrees to meet with the Union to discuss the reduction and consider proposals made by the Union.

B. Add: Effective January 1, 2022, Chapter 78 premium-sharing contribution rates for all retirees (current and future retirees) shall be the statutory minimum of 1.5% of their annual pension benefit towards the annual insurance premium. Current retirees who are not contributing towards their medical benefit premium and current employees who had 20 years of pension credit as of June 28, 2011, or who retire on a disability pension shall not be required to contribute, unless required to do so by statute.

C. Add: If PBA Local 2-unit members receive in the years 2022 or 2023 a

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~~reduction in Chapter 78 contributions the Union shall have the option to reopen this contract for further negotiations. If the parties are unable to amicably resolve the contract reopener, either party shall have the option to submit the dispute to an arbitrator selected pursuant to the contractual grievance procedure and who shall be given the same authority to rule as under the interest arbitration statute.~~

VII. ARTICLE 18, PROMOTIONAL VACANCIES

Delete

VIII. ARTICLE 19, LONGEVITY

A. Effective 1/1/22, Firefighters Talerico, Sorrentino, Tamborra, Palamara, and Ross shall be eligible to participate in the Longevity program.

B. Add: Firefighters shall receive their Longevity increments on the anniversary date of hire.

C. Effective 1/1/22, change the 25<sup>th</sup> year level to 18% and eliminate the 26<sup>th</sup> year.

IX. ARTICLE 20, SALARIES

See attached salary guide.

X. ARTICLE 21, OVERTIME

A. The parties agree to discuss a change in language to the Overtime Procedure.

B. Section 21.1, shall be amended to read as follows:

Firefighters remaining on duty more than fifteen (15) minutes after normal work period shall be paid at the rate of 1 ½ times the regular hourly rate, but not less than 30 minutes overtime pay for being held over for more than fifteen minutes.

Firefighters held over for more than thirty (30) minutes shall be paid overtime at the rate of 1 ½ times the regular hourly rate for all time worked. All overtime shall be paid in wages as opposed to compensatory time. All mandatory training shall, to the extent reasonable, be conducted while a firefighter is on duty. Shifts may be modified to implement this provision. If the firefighter's shift is not modified and training is conducted during off-duty hours, the

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firefighter shall be compensated at the rate of time and one-half.

Firefighters recalled to duty for an emergency shall be paid a minimum of two (2) hours pay at the rate of 1 ½ times the regular hourly rate. Firefighters recalled to duty shall be paid at the rate of 1 ½ times the regular hourly rate for all time worked in excess of the firefighter's regular tour of duty. Any firefighter who is called for overtime and responds before being told they are not needed, shall be paid two (2) hours at the overtime rate.

XI. ARTICLE 22, HOLIDAYS

Section 22.2. Delete

XII. ARTICLE 28, RETIREMENT AND APPLICATION

Section 28.3. Delete.

XIII. ARTICLE 29, REOPENER CLAUSE

Delete.

XIV. ARTICLE 30, SICK LEAVE INCENTIVE

Section 30.6 (New): The sick time confinement rules shall not be applied to firefighters who are absent due to an on or off the job injury.

XV. ARTICLE 33, TERMINATION CLAUSE

The term of the new agreement shall be January 1, 2018 through December 31, 2023.

XIV. All other proposals of the parties not contained herein are deemed withdrawn.

FOR IAFF LOCAL 1078

  
THOMAS WORLEY, PRESIDENT

FOR THE CITY OF HOBOKEN





ARTICLE 17  
MEDICAL BENEFITS

17.1

The City shall have the right to change the medical plan to mirror the State Health Benefits Plan or move to the State Health Benefits Plan which currently includes access to "NJ Direct 10" and the Union agrees that it is acceptable coverage. The Union recognizes and acknowledges that the NJ Direct 10 plan provides equal to or better than benefits, and the parties have always acted with the understanding that moving to the State Health Benefits or remaining self-insured and mirroring Direct 10 is allowable under the parties' current agreement based upon benefits received and in that case all current employees and retirees would be moved to the State Health Benefits Plan or the mirrored Direct 10 plan. Simply put, the parties agree that all employees and retirees shall move to the same plan and are subject to the coverage of the plan.

If the City decides to continually mirror the State Health Benefits Plan, in lieu of actually moving to the State Health Benefits Plan, employee Chapter 78 contributions shall be calculated based upon the State's published rates for the Plan and the coverage selected by the employee and not based upon the City's cost in mirroring the State's Plan. Also, all retirees and dependents who become Medicare eligible must enroll in Medicare upon becoming eligible for Medicare Coverage. Once a retiree or dependent becomes eligible for Medicare City provided post-employment health benefits will become secondary to Medicare, Medicare Primary retirees and dependents will not be switched to a Medicare Advantage Plan. Those retirees who retired from the City with 25 years of pension service credit or on an approved disability pension will continue to be reimbursed for their Federal Medicare Part B charges. This reimbursement shall be paid to eligible pensioners annually. This coverage shall be provided for the surviving spouse (unless they remarry) and dependents if the eligible retiree becomes deceased in accordance with Chapter 75, PL 1972.

The City shall also continually mirror the Rx benefits for active employees provided by the State Health Benefits Plan. However, all retirees shall be treated like active employees. Simply put, the parties recognize that the State plan does not provide the same coverage for active employees as compared to retirees and their dependents. Therefore, the City shall provide all active employees and retirees and their dependents the same Rx coverage by providing the coverage the State provides to active employees to both the City's active employees and retirees.

Effective the first day of the month following 30 days after the execution of this Agreement, Chapter 78 premium-sharing contribution rates for all retirees (current and future retirees) shall be 1.5% of their annual pension benefit to be paid towards the annual insurance premium. Current retirees who are not contributing towards their medical benefit premium and current employees who had 20 years of pension credit as of on the effective date of Ch. 78 or who retire on a disability pension shall not be required to contribute unless required to so by statute.

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.

17.2 Subject to enrollment in Medicare as outlined above, the City agrees to provide the same hospitalization coverage as active firefighters for a firefighter (and dependents) who retire after 25



years of service or who retire on a disability pension. This coverage shall be provided for a surviving spouse (unless they remarry) and dependents if the eligible firefighter becomes deceased.

17.3 When a firefighter is on sick leave or injury leave, or compensation, the City shall continue to pay for his medical coverage.

17.4 The City shall continue to pay for the health care coverage of any firefighter (and his dependents) on disciplinary leave until the disposal of the disciplinary actions and the termination of employment if such is the case. If the City enrolls in the SHBP, it shall reimburse a firefighter who is on disciplinary leave without pay for more than 30 days the cost of COBRA continuation pending the disposition of his/her charges less premium sharing.

17.5 The City shall continue to provide the current optical and dental plan to all firefighters and their dependents and retirees who retire after 25 years of service or who retire on a disability pension and their dependents.

17.6 The Hospitalization Plan may be re-opened annually.