

Certification

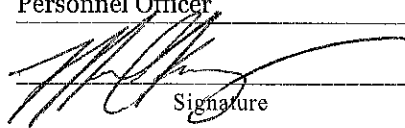
I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2018 thru 12/31/2023.

Employer: City of Hoboken

County: Hudson 

Date: 10/27/2022

Name: Michael Kraus
Print Name

Title: Personnel Officer

Signature

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this _____ day of June 2022, by and between the City of Hoboken (the "City") and the Hoboken Municipal Supervisors' Association (hereinafter "Union").

WITNESSETH:

WHEREAS, the City is the public employer of all non-uniformed supervisory employees working for the City; and

WHEREAS, the Union represents for the purposes of collective negotiations all non-uniformed supervisory employees in the bargaining unit listed in Appendix A to the Collective Bargaining Unit (hereinafter "Agreement"); and

WHEREAS, the parties have negotiated in good faith in agreeing to terms and conditions of employment covering Union members from January 1, 2018 through December 31, 2023; and

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

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

1. All terms and conditions of employment contained in the parties' Agreement dated January 1, 2014 through December 31, 2017 shall remain in full force and effect, except as expressly modified herein.
2. The terms of the new Agreement shall cover January 1, 2018 through December 31, 2023.
3. The base salary costs for each step of the salary guides shall be increased by the following amounts.
 - a. 0% effective January 1, 2018;
 - b. 0% effective January 1, 2019;
 - c. 0% effective January 1, 2020;
 - d. 0% effective January 1, 2021;
 - e. 12.5% effective June 1, 2022; and
 - f. 3 % effective January 1, 2023.
4. 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 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 substantially equivalent to the coverage than being provided before the change of carrier.

5. The following titles shall be added to Appendix A of the Agreement and recognized as part of the collective negotiations unit:

Chief PEO, Chief Registered Envir'l Health Specialist, Chief Clerk, Maintenance Worker 2, Supervisor Traffic Maintenance, Road Repair 3.

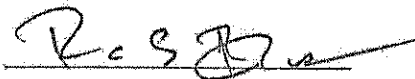
6. The following titles shall be removed from Appendix A of the Agreement and shall not be part of the collective negotiation's unit:

Comptroller, Clerk, and Deputy Clerk. Clerk and Deputy Clerk shall remain in the Unit until the current two employees leave that position and future employees appointed to the position shall not be part of the Unit. Comptroller shall be removed immediately.

7. Article XVIII, Section 2 shall be amended to add Juneteenth as a permanent holiday. Consolidate Lincoln's Birthday and Washington Birthday into Presidents' Day.
Section 2: Change "Lincoln's Birthday to "Presidents' Day".
The remainder of the language included in this section including, but not limited to, the availability of a floating holiday shall remain unchanged. There shall be 15 holidays including the floating holiday.
8. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
9. 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. The Union cannot rescind their agreement to the terms contained herein unless the City Council fails to approve this Agreement at the next regularly scheduled meeting held not before 10 days after the City receives an executed copy of this Agreement from the Union.
10. It is agreed that neither party shall discriminate against, nor engage in any reprisals or support repercussions of any nature against any employee of the City, officers, or members of the Union, or any individual or organization engaged in activities or in support of activities related to contractual negotiations.

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

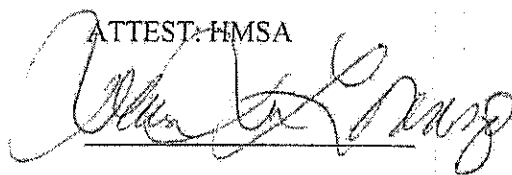
ATTEST: City of Hoboken



WITNESS



ATTEST: HMSA



WITNESS

