

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this ____ day of December 2016 by and between the City of Hoboken (the "City") and the Hoboken Municipal Employees Association (hereinafter "Union").

WITNESSETH:

WHEREAS, the City is the public employer of all non-uniformed employees in the bargaining unit as listed in Appendix A of the parties Agreement; and

WHEREAS, the Union represents for the purposes of collective negotiations all non-uniformed employees as listed in Appendix A of the parties Collective Bargaining Agreement covering the period January 1, 2008 through December 31, 2014 (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, 2015, 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:

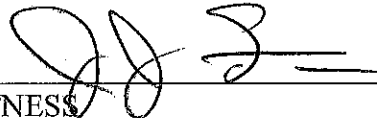
1. All terms and conditions of employment contained in the parties' Agreement dated January 1, 2008, through December 31, 2014, shall remain in full force and effect, except as expressly modified herein.
2. The terms of the new Agreement shall cover January 1, 2015, through December 31, 2017.
3. The base salary costs for each step of the salary guides shall be increased by the following amounts.
 - a. 2% effective January 1, 2015;
 - b. 2% effective January 1, 2016; and
 - c. 2% effective January 1, 2017.
4. Any employees hired on or after November 15, 2016, shall not be entitled to longevity. Therefore Article XIII – 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." The remainder of the article shall be left unchanged and only altered as necessary to properly reflect the longevity that current employees are entitled to continue to receive.

5. Any employees hired on or after November 15, 2016, shall not be entitled to Terminal Leave. Therefore Article XV – Terminal Leave of the parties Agreement shall be amended to provide that “Any employee hired on or after November 15, 2016, shall not be entitled to Terminal Leave.”
6. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
7. 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.
8. 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:

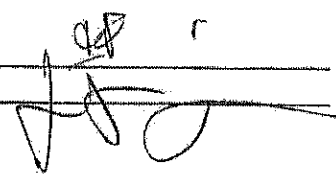
Hoboken Municipal Employees Association



WITNESS



INTRODUCED BY: _____
SECONDED BY: _____



**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO
ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE
HOBOKEN MUNICIPAL EMPLOYEES ASSOCIATION**

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 Municipal Employees Association; 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 City of Hoboken, by the Mayor, Corporation Counsel, and Business Administrator recommend that the terms memorialized in the attached Memorandum of Agreement be accepted by the City Council of the City of Hoboken.

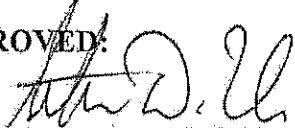
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the City of Hoboken is hereby authorized to enter into the attached Memorandum of Agreement with the Hoboken Municipal Employees Association; and:

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 7, 2016

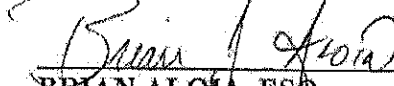
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	//			
President Jennifer Giattino				

APPROVED:



STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: DEC 07 2016



CITY CLERK

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WHEREAS, the City is the public employer of all non-uniformed employees in the bargaining unit as listed in Appendix A of the parties Agreement; and

WHEREAS, the Union represents for the purposes of collective negotiations all non-uniformed employees as listed in Appendix A of the parties Collective Bargaining Agreement covering the period January 1, 2008 through December 31, 2014 (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, 2015, 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, 2014, shall remain in full force and effect, except as expressly modified herein.
2. The terms of the new Agreement shall cover January 1, 2015, through December 31, 2017.
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City of Hoboken

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Hoboken Municipal Employees Association

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