


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 1/1/2019 thru 12/31/2022.

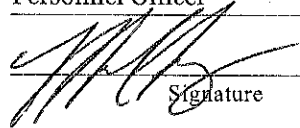
Employer: City of Hoboken

County: Hudson 

Date: 10/27/2022

Name: Michael Kraus
Print Name

Title: Personnel Officer


Signature

MEMORANDUM OF AGREEMENT

Agreement made this 28 day of February 2022, by and between Hoboken Fire Officers' Association, IAFF Local 1076, 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, 2018; 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 undertaking herein set forth, the parties agree as follows:

I. Except as herein modified, the terms and conditions set forth in the 2014 through 2018 contract between the City and the Association shall remain in full force and effect.

II. ARTICLE 3, TIME OFF

A. Section 3.1, add: All personal days can be used in 6-hour blocks.

B. Section 3.10 (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.

III. **ARTICLE 6, PROTECTION OF RIGHTS**

A. Section 6.10. Replace the language "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. Regarding an oral 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" with: "Any Fire Officer 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 6.12: Replace with "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 10, VACATIONS AND VACATION PAY**

A. Section 10.2, A: Effective January 1, 2022, replace "June 1st" with January 1st." Also add: "Effective 12/31/23, the vacation vesting date shall revert to June 1."

B. Section 10.5. Delete.

V. **ARTICLE 16, UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT**

Section 16.4. Change "per the N.J.A.C statutes" to as "required by law and/or regulation."

VI. **ARTICLE 17, MEDICAL SURGICAL PLAN**

A. Section 17.1, add:

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 then 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.

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 retirees¹.

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

¹ This provision replaces Article 18, Section 18.2 (all but the last sentence).

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 carrier².

B. Section 17.2, replace with: The City agrees to provide the same hospitalization coverage as active Fire Officers for a retiree (and dependents) who retire after 25 years of service or who retire on a disability pension. This coverage shall be provided to a surviving spouse (unless he/she remarries) and dependents if the eligible Fire Officer becomes deceased.

C. Section 17.3, replace with: All retirees and dependents who become Medicare eligible must enroll in Medicare upon becoming eligible for Medicare Coverage. Once a retiree and/or dependent each 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 and their dependents 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 to the surviving spouse (unless he/she remarries) and dependents if the eligible retiree becomes deceased.

D. Section 17.4: No change.

E. Section 17.5: No change.

F. Section 17.6, replace with: The City shall not remove any Fire Officer (and his/her dependents) on disciplinary leave pending the local hearing and issuance of a final notice of disciplinary action from health benefits coverage provided the Fire Officer continues to pay to the City the employee's Chapter 78 contributions. If the City enrolls in the SHBP, the City shall

² This provision replaces Article 18, Section 18.2 (last sentence).

reimburse a Fire Officer who is on disciplinary leave without pay for more than 30 days pending the local hearing and issuance of a final notice of disciplinary action for the cost of COBRA less premium sharing until the issuance of a final notice of discipline by the City.

G. Section 17.7 (New – Replaces Article 18, Sections 18.1 and 18.3).

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

H. Section 17.7 (New).

The Hospitalization Plan may be re-opened annually.

VII. **ARTICLE 19, SICK LEAVE**

Section 19.4 (New). The sick time confinement rules shall not apply to Fire Officers who are absent due to an on or off the job injury.

VIII. **ARTICLE 21, SALARIES**

Amend Section 21.1 as follows:

A. All Fire Officers not at top step for their rank shall continue to receive step increases on their anniversary date of promotion.

B. The following wage increases shall be implemented to all salaries:

1. The Union withdraws its October 18, 2021 request and will not seek to further reopen the 2014-2018 Contract.

2. Effective 1/1/19, there shall be step movement only.

3. Effective 1/1/20, there shall be step movement only.

4. Effective 1/1/21, there shall be step movement only.

5. Effective and retroactive to 1/1/22, there shall be step movement and an across-the-board increase of 15%.

C. Adjust the 2nd tier salary guide as follows:

		1/1/22	1/1/23
Captain:	Step 1	\$120,000	\$123,000
	Step 2	\$122,500	\$125,500
	Step 3	\$125,000	\$128,000
Battalion Chief:	Step 1	\$127,500	\$130,500
	Step 2	\$130,000	\$133,000
	Step 3	\$132,500	\$135,500

IX. ARTICLE 23, HOLIDAYS

Section 23.2, add: Effective January 1, 2022, the 2-hour mealtime benefit shall be deleted.

X. ARTICLE 24, OVERTIME

Section 24.5: Delete and renumber remaining Sections.

XI. ARTICLE 29 RETIREMENT

Section 29.6: Delete

XII. ARTICLE 32, TERMINATION CLAUSE

A. The term of the new agreement shall be January 1, 2019 through December 31, 2022.

B. Section 32.2: Delete.

XIII. MISCELLANEOUS

A. Any terminal leave payments shall be paid in two equal lump sum payments, one occurring within 30 days of retirement, the other occurring one year later.

B. Effective January 1, 2022, use of personal time shall have no effect on sick time incentive payments.

3 Firefighter Domenic Casolaro who is currently serving as an Interim Captain shall be grandfathered under the 3-step guide.

XIV. The parties agree that Firefighters Talerico, Sorrentino, Tamborra, Palamara, and Ross shall be eligible to participate in the Longevity program if they get promoted into this unit.

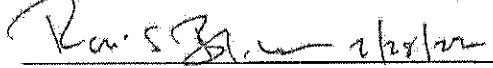
XV. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

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

FOR IAFF LOCAL 1076


BERNIE GRILLETTI, PRESIDENT

FOR THE CITY OF HOBOKEN


Ross