

THIS AGREEMENT

MADE AND ENTERED INTO BETWEEN

THE CITY OF HACKENSACK, City, NJ
A MUNICIPAL CORPORATION
OF THE STATE OF NEW JERSEY



AND

THE HACKENSACK FIRE OFFICERS
ASSOCIATION

X JANUARY 1, 1985 - DECEMBER 31, 1986

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PREAMBLE

1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the City of Hackensack, hereinafter referred to as the "City", and the Hackensack Fire Officers Association, hereinafter referred to as the "Association", to provide for equitable and peaceful adjustment of differences which may arise, establish proper standards of wages, hours and other conditions of employment.

Both parties agree as follows:

ARTICLE II - PUBLIC EMPLOYEES

2.1 The individual members of the Association are to regard themselves as public employees and as such, are to be governed by the highest ideals of honor and integrity.

2.2 The public and personal conduct of each individual member of the Association is to be such that they merit the respect and confidence of the general public.

ARTICLE III - RECOGNITION

3.1 The City recognizes the Association as the exclusive bargaining agent for all Fire Officers, with the exception of the Chief and Deputy Chiefs for the purpose of bargaining with respect to wages, hours of work, and other terms and conditions of employment.

ARTICLE IV - SENIORITY

4.1 The City shall supply a list, as certified by Civil Service Rules and Regulations, regarding appointments only. It is not to be used as a seniority list.

ARTICLE V - VACANCIES AND PROMOTIONS

5.1 All vacancies and promotions shall be filled in accordance with Civil Service Rules and Regulations.

ARTICLE VI - WAGES

6.1 The salaries of all members of the Association covered by this Agreement shall be as set forth on Appendix A.

6.2 Fire Prevention Officers: Each officer so assigned shall receive an additional Five Hundred (\$500) Dollars per annum over his stated annual salary. A pro rata salary adjustment, based upon months of service, shall be granted to officers assigned to the Fire Prevention Bureau during the year.

ARTICLE VII - LONGEVITY

7.1 In addition to the salary ranges indicated, each employee will receive longevity pay of one (1%) per cent for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned two (2) years' service credit on or before January 4, March 31, June 30 or September 30, in order to receive the added one (1%) per cent longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as a result of a change in base salary for promotion, increment, wage increase or new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee first became employed on a full-time basis by the City. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

7.1(a) All unit members hired after April 15 , 1985, (effective date of 1985-86 contract execution) will receive 2% longevity pay for every four (4) years of service. The longevity pay for unit members hired before April 15 , 1985, will remain as set forth in Article 7.1. There will be no maximum limitation on longevity pay for any unit member, regardless of hiring date.

ARTICLE VIII - CLOTHING ALLOWANCE

8.1 Effective January 1, 1985, all Association members covered by this Agreement shall be entitled to an annual clothing allowance as follows:

Battalion Chiefs	\$350
Captains	325
Lieutenants	325

Said clothing allowance shall be payable in December of said contract year. A pro rata clothing allowance, based upon months of service, shall be granted to officers promoted or assigned during the year.

8.2 Association members shall be responsible for the proper maintenance of all clothing purchased. Clothing shall not be used by the employees except during the performance of their assigned departmental duties.

8.3 The repair, maintenance and replacement cost of the employee's beeper and charger shall be considered as part of the clothing allowance, as specified in Article 28.

ARTICLE IX - EDUCATION

9.1 Effective upon contract execution, Association members taking courses in fire science shall be reimbursed for the cost of tuition, when approved in advance in writing by the Fire Chief. The total accumulation of allowable credits shall not exceed sixty-seven (67) credits. Such approval will not be unreasonably withheld. Whatever sums of money are to be allotted for taking fire science courses are subject to agreement between the Fire Chief and the employee prior to any commitment.

9.2 The taking of any such course shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not successfully completed or are in excess of sixty-seven (67) credits.

9.3 The City hereby agrees that there shall be added to and made a part of the remuneration of each member of the Association, the sum of Ten (\$10) Dollars per annum for each college credit to a maximum of sixty-seven (67) credits successfully completed toward an Associate Degree in Fire Science at a recognized institution of higher learning. Any courses less than forty (40) hours in instruction will not be approved. Remuneration will be paid on a bi-weekly basis computed on the number of credits successfully completed as of December 31, of the preceding year. Such additional remuneration shall be paid notwithstanding the maximum salary heretofore provided and upon presentation to the Fire Chief of a proper certification of successful course completion.

9.4 Association members who have exceeded the maximum credit limit of sixty-four (64) prior to January 1, 1977, shall not lose this benefit on their excess credits.

ARTICLE X - HOURS OF DUTY AND OVERTIME

10.1 The hours of duty shall be established by the City so that the average weekly hours of duty, over an eight (8) week cycle shall not exceed forty-two (42) hours per week exclusive of hours during which such members may be summoned and

kept on duty because of a conflagration or other major emergency, the day shift consisting of ten (10) hours and the night shift consisting of fourteen (14) hours.

10.2 The special duty officers such as Fire Battalion Chief or Fire Prevention Officers of Fire Prevention shall not be governed by this Article. Hours shall be regulated by the Fire Chief.

10.3 Effective upon contract execution, overtime shall be paid at time and one-half computed to the nearest quarter hour and shall become applicable only after the first quarter ($\frac{1}{4}$) hour of work.

10.4 Effective upon contract execution, in the event of emergency recall, the officers shall be paid for a minimum of two (2) hours at their time and one-half rate.

10.5 Officers who work out of title shall be paid at the higher rate if they work a full day.

ARTICLE XI - VACATIONS

11.1 Current practices of the City with respect to the number of vacation days and the scheduling of vacation days shall be continued for the duration of this Agreement as shown below. Split vacations are subject to the Fire Chief's review.

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS EARNED</u>
1 - 9	16 calendar days plus 1 work day
10 - 19	22 calendar days plus 2 work days
20+	28 calendar days plus 3 work days

If an officer dies while actively employed, his estate shall receive payment for his pro rata earned vacation benefit as outlined above.

ARTICLE XII - PAID HOLIDAYS

12.1 Effective January 1, 1983, and for the duration of this Agreement, payment for eleven (11) holidays is to be made in December to each officer, in accordance with past practice. A pro rata payment, based upon months of service, shall be granted to officers hired or terminated during the year.

If an officer dies while actively employed, his estate shall receive payment for his pro rata earned holidays as outlined above.

ARTICLE XIII - INJURY LEAVE

13.1 Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty he shall be entitled to injury leave with full pay at the rate of pay in existence at the time of his injury, illness or disability; or until such time as he has been accepted for retirement by the Firemen's Pension System. Any payments of temporary disability insurance by the City or its Workmen's Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave.

13.2 The City may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Fire Department to examine the employee.

ARTICLE XIV - SICK LEAVE

14.1 The present sick leave practice of fifteen (15) days per year, pertaining to non-occupational injuries and illnesses, shall continue in effect for the duration of this Agreement.

14.2 An officer absent because of sickness more than one (1) day will be required to submit a licensed doctor's certificate.

14.3 Upon retirement, officers shall be entitled to retirement leave at the rate of one hundred (100%) per cent of his or her unused accumulated sick leave.

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14.3(a) All unit members hired after April 15, 1985, (effective date of 1985-86 contract execution) upon retirement after twenty-five (25) years of service in the Fire Department of the City, or upon a disability retirement, shall be paid seventy five (75%) percent of their accumulated sick leave, not to exceed fifty (50%) percent of their final annual salary as defined in 14.5 below.

14.4 If an officer dies while actively employed, his estate shall receive the retirement leave benefit outlined above.

14.5 For purposes of computing the retirement leave benefit based upon sick days, each sick day shall be paid at the rate of 1/260 times the retiree's final annual salary. Final annual salary shall be the summation of base salary, longevity, education and Fire Prevention.

ARTICLE XV - HOSPITALIZATION AND DENTAL INSURANCE

15.1 All Association members covered by this Agreement and eligible members of their families shall be entitled to the following coverage:

- (1) Hospitalization, Major Medical and Rider "J" or its equivalent.
- (2) Hospitalization coverage for all Association retirees to commence at age fifty-five (55) or more years to be eligible for those benefits.

15.2 At age sixty-five (65), coverage to be for employee's (not spouse) Medicare only.

1. Each retiree shall be responsible to notify the City when he becomes fifty-five (55) and again when he becomes age sixty-five (65) for inclusion in the subject insurance coverage.

15.3 Effective with contract execution, the City and the Members of the Association shall provide a Dental Benefit Insurance Program during the term of this Agreement sponsored by the New Jersey Dental Service Plan, Inc., being Program III-A, together with orthodontic coverage not to exceed \$800 per year per patient, subject to the following conditions:

- a) The City shall pay the lessor of 50% of the enrollee's annual premium or \$150.00 (pro rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
- b) It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled, at the inception of the program or subsequently at future bi-annual enrollment, however, re-enrollment at a later date during continuous employment with the City will be denied.
- c) Part-time and seasonal employees shall not be eligible for this insurance.
- d) Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided however that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e) The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and received a bi-weekly pay check.
- f) Once enrolled, the employee may not voluntarily change his or her enrollment status (ie. single, husband and wife, parent and child, family) unless the change is as a result of a bonafide status change (ie, birth, marriage, death, divorce, adoption, emancipation of dependent child).
- g) All enrollees shall pay their share of the monthly premium via payroll deductions which shall be withheld and paid one month in advance of coverage.

ARTICLE XVI - FUNERAL LEAVE

16.1 In the event of a death occurring in the immediate family of an Association member, that member shall be granted two (2) working days off without loss of pay or of any of his accumulated sick leave.

16.2 "Immediate family" shall be defined to include wife, children, grandchildren, mother, father, brother, sister, mother-in-law, father-in-law and grandparents of employee.

ARTICLE XVII - RESIDENCY

17.1 Residency shall be state law.

ARTICLE XVIII - WORKING RULES

18.1 This Agreement is not to conflict with the Rules and Regulations governing the Fire Department or specifications of the Department of Civil Service. Civil Service Rules and Regulations shall prevail for all positions.

ARTICLE XIX - LABOR REQUIREMENTS

19.1 The Association and its members agree to abide by the Rules and Regulations of the Fire Department of the City of Hackensack.

ARTICLE XX - BARGAINING UNIT

20.1 It is understood and agreed between the parties that the terms of this Agreement shall prevail in identical manner with respect to all Battalion Chiefs, Captains and Lieutenants.

ARTICLE XXI - DUES DEDUCTION/AGENCY SHOP

21.1 The City agrees to deduct the dues, in accordance with the State Statutes and Regulations, of the members of the Association and send them to the Treasurer of the Association.

21.2 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty(30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments, provided, however, that in no event shall any such change exceed 85% of the regular Union

membership dues, fees and assessment nor shall any such change be contrary to any provision contained in State Statute. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

21.3 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

ARTICLE XXII - PERSONAL DAY

22.1 Each January 1, one (1) personal day off with pay shall be granted to all members of the bargaining unit to be used within that calendar year.

22.2 This personal day shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Fire Chief. This day shall not be used before or after a scheduled vacation period or a legal holiday as defined by the State of New Jersey.

22.3 A fire officer shall be eligible for this benefit only upon completion of twelve (12) months of active employment.

ARTICLE XXIII - GRIEVANCE AND ARBITRATION PROCEDURE

23.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

23.2 A grievance must be initiated by the employee within fifteen (15) calendar days from the time the employee knew or should have known of its occurrence.

23.3 Failure at any step of this procedure of the employer or its representative to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of the employee to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

23.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the City until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed by the employee involved with his immediate supervisor. The answer by the said supervisor shall be in writing and shall be rendered to the employee within five (5) working days of the close of the said discussion.

STEP TWO:

If the grievance is not settled by Step One, within five (5) working days of receipt of the answer at Step One, the grievance shall be reduced to writing by the employee and submitted to the Fire Chief, or any person designated by him, and the answer to such grievance by the said Fire Chief shall be in writing and shall be rendered to the individual employee within five (5) working days of submission.

STEP THREE:

If the grievance is not settled at Step Two, the employee shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the City Manager for his consideration. A written answer to such grievance by the said City Manager shall be rendered to the individual employee within seven (7) working days of submission.

STEP FOUR:

If the grievance is not settled by Step Three, the individual employee shall have the right within five (5) working days of receipt of the answer at Step Three to pursue all legal remedies afforded by the provisions of the Civil Service Act or to submit such grievance to an arbitrator. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall share equally in the cost of the arbitrator. The employee shall have the right to be represented by the Association or a representative of his own choosing at all steps of this procedure, except Step One.

23.5 WORK STOPPAGES

Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeisms or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City's facilities.

ARTICLE XXIV - MANAGEMENT RIGHTS

24.1 The City hereby retains the right to manage and control its Fire Department facilities and in addition retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

24.2 The City, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work, lack of cooperation and initiative, or other legitimate reasons, in order to maintain the efficiency of the Fire Department facilities entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Fire Department in any situation whatsoever.

ARTICLE XXV - SEVERABILITY AND SAVINGS

25.1 Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

ARTICLE XXVI - DURATION

26.1 This Agreement shall be retroactive to January 1, 1985, and shall remain in effect and full force until December 31, 1986, and thereafter from year to year until terminated.

ARTICLE XXVII - PLEDGE AGAINST DISCRIMINATION AND COERCION

27.1 The provisions of this Agreement shall be applied equally to all employees covered by this Agreement without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or membership in the Association. Both the City and the Association shall bear the responsibility for complying with this provision of the Agreement.

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27.2 The City agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restrain or coercion by the City or the City representative against any employee because of Association membership.

ARTICLE XXVIII - RECALL/BEEPER SYSTEM

28.1 Effective upon contract execution, the City shall proceed to purchase and supply each unit member, except Battalion Chiefs and Fire Prevention employees, with a new beeper and charger for recall.

28.2 The employee shall be responsible for the cost of repair, maintenance and replacement of this equipment which shall be their property.

28.3 The repair, maintenance and replacement cost shall be considered as part of the existing clothing allowance.

28.4 The City shall retain sole discretion over all equipment design and modification. In the event the City changes the transmitting or receiving equipment such that it is not compatible (i.e. unable to receive) with the employee's equipment then the City shall replace or modify the employee's equipment at the City's cost. All replacement equipment shall conform with the most current specifications to insure compatibility and proper system operation.

28.5 All members on the Recall platoon shall be responsible to tone-test their beeper to insure that each beeper is receiving a transmission from Fire Headquarters, which test signal will be transmitted daily at 0900 and 1900 hours.

28.6 If for any reason a member on recall is unable to receive a recall notification via his beeper, he shall notify Fire Headquarters immediately and shall be available to receive notification via telephone.

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ARTICLE XXIX - ATTESTATION

29.1 The parties agree that the City Manager, being the Chief Executive Officer responsive only to the City Council of the City of Hackensack, be the chief negotiator on behalf of the City of Hackensack concerning negotiations between the Officers' Association and the City of Hackensack.

29.2 IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____, 1985.

HACKENSACK FIRE OFFICERS
ASSOCIATION

Richard J. Williams
PRESIDENT

Richard J. Williams
SECRETARY

CITY OF HACKENSACK

Joseph J. Squillace
JOSEPH J. SQUILLACE, CITY MANAGER

Fred Cerbo
FRED CERBO, MAYOR

ATTEST:

Joris L. Dukes
JORIS L. DUKES, CITY CLERK

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APPENDIX A

BASE SALARIES

<u>RANK</u>	<u>EFFECTIVE 1/1/85</u>	<u>EFFECTIVE 7/1/85</u>	<u>EFFECTIVE 1/1/86</u>	<u>EFFECTIVE 7/1/86</u>
Battalion Chief	\$32,881	\$34,006	\$35,349	\$36,691
Captain	30,798	31,923	33,266	34,608
Lieutenant	29,220	30,345	31,688	33,030