



AGREEMENT BETWEEN

THE

CITY OF HACKENSACK

AND



HACKENSACK WHITE COLLAR EMPLOYEES

UPSEU

FOR THE PERIOD OF

JANUARY 1, 2018 - DECEMBER 31, 2021

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PREAMBLE

THIS AGREEMENT entered into this 5th day of June 2019, by and between the CITY OF HACKENSACK, New Jersey, hereinafter referred to as the "City", and the HACKENSACK WHITE COLLAR EMPLOYEES, UPSEU (White Collar Unit), hereinafter referred to as the "Union".

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ARTICLE 1 - GENERAL/PUBLIC EMPLOYEES

1.1 GENERAL

In order to increase general efficiency of the Hackensack White Collar Employees, to maintain the existing harmonious relationship between the City and its employees and to promote the morale, rights, well-being, and sincerity of the Unit, the City and the Union hereby agree as follows:

1.2 PUBLIC EMPLOYEES

The Union and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 2 – RECOGNITION

2.1 The City of Hackensack hereby recognizes the UPSEU (White Collar Unit), as the sole and exclusive representative of all employees identified on the PERC Certification of Representatives, Docket No. RO-2014-070, dated September 10, 2014 with the exception of all temporary and seasonal employees.

ARTICLE 3 – WAGES

3.1 The annual base salary increase for all employees covered by this Agreement shall be set forth in Appendix A.

3.2 A pro-rata base salary increase, based upon full months of service, shall be granted to employees hired during the preceding calendar year.

3.3 Any employee who is assigned by his/her Department Head on a full-time basis to replace an employee in a higher classification who is absent for other than vacation or is no longer employed by the City, and who works in said higher classification on a full-time basis for fourteen (14) or more consecutive calendar days, shall receive an adjustment in pay equal to five percent (5.0%) of his/her base salary. Said pay adjustment shall be computed from the first day worked in the higher classification.

Any such employee who is assigned by his/her Department Head on a full time basis to replace an employee in a higher classification who is absent for other then vacation or is no longer employed by the City, and who works more than one hundred twenty (120) days of continuous work, shall be appointed to that higher classification on a provisional basis, after which the position shall be posted and such employee holding such position on a provisional basis shall become eligible for permanent promotion to such position. The foregoing one hundred twenty (120) day period shall be subject to further extension for "good cause" at the City's sole option.

3.4 Minimum salaries shall be increased pursuant to an equalized dollar value determined by the City Manager.

3.5 This City shall have the right to award merit increases based on performance, which shall be non-grievable.

3.6 Those employees holding bilingual certifications from the Civil Service Commission shall receive an annual stipend of \$750.00 per year.

ARTICLE 4 - LONGEVITY

No employee shall be entitled to longevity under this collective bargaining agreement.

ARTICLE 5 - WORK WEEK SCHEDULE

5.1 The following is an inventory of the established workweek for the various City functions. Procedurally, for the purposes of computing overtime, the workweek shall commence on Sunday and terminate at Midnight on the subsequent Saturday, and approved paid leaves of absence shall be considered as days worked.

<u>DEPARTMENT/FUNCTION</u>	<u>ESTABLISHED WORKWEEK</u>
City Clerk	35 Hours
City Manager - Clerical	35 Hours
Community Affairs - Administration & Clerical	35 Hours
Community Affairs - Building and Land Use	35 Hours
Courts/Violations	35 Hours
Financial Administration	35 Hours
Fire - Clerical	35 Hours
Health	35 Hours
Personnel	35 Hours
Police - Clerical	35 Hours
Police - Public Parking System	40 Hours
Public Works - Administration	35 Hours
Public Works- Clerical	35 Hours
Recreation	35 Hours

Tax Assessor	35 Hours
Tax Collector	35 Hours
Department Not Listed	40 Hours

5.2 In the event the City creates a new department or a new position/title, the Union shall be notified in writing, and any employees therein are deemed to be a part of the White Collar Unit.

ARTICLE 6 - HOURS OF WORK

6.1 The recognized hours of work per week for all covered employees in effect on January 26, 1990 shall remain the same during the term of this Agreement.

6.2 The hours of work for all new hires covered by this Agreement shall be in accordance with the departmental workweek schedule outlined herein; however in no case shall the work week for full-time new hires be less than thirty-five (35).

6.3 All full-time employees shall be provided a one-hour unpaid lunch break.

6.4 The City shall notify the Union in writing prior to any change in the work hours.

ARTICLE 7 – OVERTIME

7.1 Employees who are directed to work in excess of their established work week, as established per Article 5.1 shall be compensated on the basis of one and one-half (1 h) times their current hourly *rate* for all excess hours worked per work week. Time and one-half (1 h) shall be the maximum allowable premium rate of pay in all circumstances.

7.2 All overtime must be approved by the Department Supervisor or City Manager prior to its incurrence unless emergent circumstances prevent this from happening, and must be recorded weekly on forms provided by the City Manager. The employee may elect to take time off at a 1:1 h basis in lieu of payment for this overtime; however, accumulated compensatory time off cannot exceed fifty

(50) overtime hours. Compensatory time may only be taken by the employee if his/her work schedule permits and his/her supervisor approves. Accumulated compensatory time in excess of fifty (50) overtime hours shall be purchased by the City at the current hourly *rate* of the employee or the City Manager can require the time be taken off in lieu of making the requested payment.

7.3 Employees who are assigned dual titles and/or responsibilities involving extra hours and who receive a stipend for such extra hours shall not be entitled to receive credit for such extra hours in computation of overtime.

***Hourly rate is calculated as the employee's weekly base divided by the established work week as defined herein.**

ARTICLE 8 – EDUCATION

8.1 Education allowance for job related courses shall be permitted in any approved college, university or high school when approved in advance in writing by the City Manager. For those employees taking high school courses, such courses shall be taken at Hackensack High School.

Payment of the tuition shall be made to the student upon successful completion of the course. Successful completion shall be defined as either a "C" or better in an "A through F" grade course or a "Pass" in "Pass/Fail" courses.

8.2 The City shall continue to pay for educational courses relating to the course of work and/or maintenance of the job.

ARTICLE 9 – RECALL

9.1 Whenever any member of the bargaining unit is recalled to perform work during a period that is not contiguous to his regularly scheduled work, he/she shall be guaranteed pay for a period of two (2) hours. The City shall have the option of relieving any employee so recalled from remaining at work for the two (2) hour period.

9.2 The City may provide cell phones, in its sole discretion, to certain employees. The employees who voluntarily choose to carry cell phones may continue to do so, while off duty.

ARTICLE 10 - PROTECTIVE GEAR

10.1 In the event Inspectors are required to work in situations that require boots, coveralls, hard hats or lab coats, the City will provide the same upon written request of the employee.

ARTICLE 11 – HOLIDAYS

11.1 The following days are recognized as paid holidays for the purposes of this Agreement:

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election/General/November

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas

Floating Holiday

11.2 If any holidays fall on a Sunday, the Monday after shall be considered and recognized as the holiday for the purposes of this Agreement.

11.3 If any holiday falls on a Saturday, the Friday before shall be considered and recognized as the holidays for the purposes of this Agreement.

11.4 An employee who is scheduled to work on a holiday and fails to report to work on said holiday shall not receive any pay for that holiday; however, if the employee's failure to work is the result of leave permitted under the terms of this Agreement, he/she shall receive one (1) day's pay only, which shall be for the one (1) day permitted leave. If said employee calls in sick on a holiday, he/she shall receive one (1) day's pay only, which shall be for the one sick day.

11.5 In the event that an employee is required to work on a designated holiday, said employee shall be paid for all hours worked on the holiday at the total rate of two and one-half (2.5) times pay.

11.6 The date for the observation of Lincoln's Birthday Holiday shall become a workday in exchange for a "Floating Holiday".

11.7 This Floating Holiday:

- a) Must be used before the next Lincoln's Birthday is observed;
- b) Shall be scheduled for use in the same manner utilized to schedule a vacation day in the employee's respective department;
- c) Shall not be reimbursed to an employee if unused upon either retirement or termination. Upon death this unused day shall be paid to the employee's estate.

11.8 New employees hired subsequent to the date of Lincoln's Birthday observance shall not be entitled to the Floating Holiday for that calendar year. **ARTICLE 12- VACATIONS**

12.1 All full-time employees covered by this Agreement shall be granted vacation leave based upon the following from date of hire:

<u>Years Service by December 31</u>	<u>Vacation Days Earned</u>
First Year	1 day per full month
1 – 2	12

3 – 4	13
5 – 9	14
10 – 14	16
15 – 19	18
20 – 24	21
25 – 29	23
30 +	26

12.2 Administrative Provisions:

(a) Vacation leave must be earned before it can be taken. Vacation leave earned in one (1) year can only be taken after January 1, of the next year, and must be taken before December 31st of the subsequent year or forfeited. A newly hired employee may request to receive up to five (5) vacation days with pay during his/her first calendar year of employment with specific approval of the City Manager. Any vacation leave so utilized will be charged against the employee's total vacation leave accrual.

(b) An employee shall be paid for earned but unused and unforfeited vacation leave upon termination of employment if proper notice is given. Two (2) weeks' notice is considered proper.

(c) If an employee is on a leave of absence without pay for more than two (2) weeks in any month, he/she does not earn vacation leave for that month, except in the case of military leave with pay.

(d) An employee on an approved leave of absence with pay status will continue to accrue vacation leave, according to his/her length of service and regular work schedule.

(e) Nothing contained in this Article shall be deemed to interfere with the right of management to either cancel a vacation or to change the time for the taking of same where the interests of the department so dictate.

ARTICLE 13 - PERSONAL DAY

13.1 Effective January 1, 2019, three (3) personal days off with pay per calendar year shall be granted to all full-time members of the bargaining unit to be used within that calendar year. Effective January 1, 2020, four (4) personal days off with pay per calendar year shall be granted to all full-time members of the bargaining unit to be used within that calendar year.

- a. Those personal days shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Department Head. Those days shall not be used before or after a scheduled vacation period or a legal holiday as defined herein.
- b. A first year employee shall be eligible for this benefit only upon completion of six (6) continuous months of employment.
- c. The City will not reimburse an employee for any unused personal days upon termination of employment or retirement. In the event of an employee's death, his/her estate shall receive pay for his/her unused personal days.

ARTICLE 14 - SICK LEAVE

14.1 Sick Leave entitlement for all full-time employees shall be fifteen (15) days per year accumulative to be used for non-occupational injuries and illnesses. Sick leave in the first full year of a full-time employee's employment with the City shall be accrued at one (1) day per month and one and one-quarter (1 ¹/₄) days per month for every year thereafter, accumulative, to be used for all non-occupational injuries and illnesses. After the first year of a full-time employee's employment with the City, sick leave shall be credited to such employee in advance on January 1 of each calendar year.

14.2 When an employee does not report for duty for a period of greater than three (3) days because of sickness, he/she shall show proof of his/her inability to work by submitting to the employee's supervisor, if requested, a certificate signed by a reputable physician in attendance, to the effect that

the said employee was not, on the date or dates a leave is requested, physically able to perform any duty connected with his/her job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to an examination by a physician appointed by the City to substantiate such illness.

14.3 When an employee does not report for duty for a period totaling five (5) or more days, in each quarter of each year, the employee may be subject to progressive discipline.

a. An employee must show cause for the absences totaling five (5) or more days in a quarter.

i. Justifiable absences are defined as:

1. Extended illness,
2. Hospital stay,
3. Chronic condition,
4. Chronic condition/terminal illness of a family member,
5. and/or other sufficient proofs from a reputable physician.

b. If an employee cannot show sufficient cause for the absences, the employee will be issued a written warning for his/her file.

c. The second (2nd) offense of unjustifiable absences will result in a one (1) day suspension,

d. The third (3rd) offense shall result in a minimum of a five (5) day suspension;

e. Any further incidents will result in additional suspension(s) and/or termination of the employee.

14.4 In order to receive compensation while absent on Sick Leave, the employee shall notify his or her supervisor within one (1) hour before the time set for said employee to begin his or her daily schedule. An employee who is absent for five (5) consecutive days or more and does not notify his Department Head or some other responsible representative of the City on any of the first five (5) days will be subject to dismissal in accordance with the New Jersey Department of Personnel rules.

14.4 Sick leave with pay will not be allowed under the following conditions:

a) If the employee, when under medical care, fails to carry out the order of the attending physician.

b) If, in the opinion of the assigned physician, the employee is ill or disabled because of self-inflicted wounds, self-inflicted intoxication or the use of habit forming drugs.

c)

ARTICLE 15 – HEALTH BENEFITS

All health benefits and prescription programs in effect as of December 31, 2018 shall continue in full force and effect during the term of this contract subject to the following modifications:

ARTICLE 15 (a) - HEALTH BENEFITS INSURANCE PROGRAM/PRESCRIPTION PLAN

(Effective January 1, 2003 to December 31, 2003)

15.1(a) Prior to January 1, 2009, the prescription co-pays in effect shall be as they existed.

15.2(a) Effective January 1, 2009, prescription co-pays (30 day supply) (non-mail order) shall be as follows:

\$5.00 — generic co-pay

\$ 10.00 — brand name co-pay (formulary)

\$15.00 — brand name co-pay (non-formulary)

(30 day supply for each category)

15.3(a) Effective January 1, 2009, prescription co-pays (90 day supply) (mail order only) shall be as follows:

\$10.00 — generic co-pay

\$20.00 — brand name co-pay (formulary)

\$30.00 — brand name co-pay (non-formulary)

(90 day supply for each category)

15.4(a) The co-pays above shall apply to all bargaining unit employees irrespective of what insurance plan they are covered under pursuant to the Agreement.

15.5(a)

Effective January 1, 2021, prescription copays (30 days supply – non-mail order) shall be as follows:

\$15.00 - generic co-pay
\$35.00 - brand name co-pay (formulary)
\$50.00 - brand name co-pay (non- formulary)

One (1) co-pay for a 30 day supply for each category

Effective January 1, 2021, prescription copays (90 days supply – mail order) shall be as follows:

\$15.00 - generic co-pay
\$35.00 - brand name co-pay (formulary)
\$50.00 - brand name co-pay (non- formulary)

Two (2) co-pays for a 90 day supply for each category

ARTICLE 15(b) HEALTH BENEFITS INSURANCE PROGRAM-DIRECT ACCESS

110R ITS EQUIVALENT-PLAN A (Available only to eligible union members hired on or before December 31, 2003)

15.1(b) Effective January 1, 2004, all eligible Union members covered by this Agreement and eligible members of their families plus all eligible retirees* with a retirement date subsequent to January 1, 2004 and eligible members of their families shall be entitled, until the demise of the Association member, that coverage, or its equivalent, set forth in the "Direct Access Design 1 1 City of Hackensack" attached hereto as Schedule 1 .

*Eligible retiree shall be any Union member who has 25 years service credit with the City, or who has retired pursuant to an accidental disability retirement; or who has sustained an ordinary disability as a result of an on-duty injury; and has been accepted by PERS. The 25-year service credit for accidental disability retirees is waived.

15.2(b) Union members who retired prior to January 1 , 2004 shall continue to receive the benefits provided by the applicable contract when they retired.

15.3(b) A retiree who:

1. is covered by the City's Health Benefit Insurance Program and
2. is actively employed by another employer and

3. is covered by his current employer's Health Insurance Program, shall submit all medical claims first to his/her current employer's Health Benefit Insurance Program as his/her "Primary" insurance carrier so long as he/she continues to be insured. The City's Health Benefit Insurance Program shall remain as his/her secondary coverage.

15.4(b) All coverages provided by the City for Medicare eligible retirees and their eligible dependents shall be secondary to their Medicare coverages.

15.5(b) All Retirees (retired after January 1, 2004) and eligible dependents who are Medicare eligible must provide both Medicare Part A and Part B coverage's to be eligible for coverage's provided by the City. The City shall reimburse each retiree for his/her Medicare Part B cost each December provided the retiree submits a copy of his/her Medicare Card to the Chief Financial Officer, 65 Central Avenue, Hackensack, New Jersey 07601, prior to the year end wherein he/she becomes Medicare eligible.

15.6(b) The City shall provide a Dental Benefit Insurance Program to a maximum of One Thousand Five Hundred (\$1500.00) Dollars per year per patient during the term of this Agreement together with orthodontic coverage not to exceed Eight Hundred (\$800.00) Dollars per patient, under the age of eighteen (18) lifetime, subject to the following conditions:

1. The City shall pay the lesser of fifty (50%) percent of the enrollee's annual premium or One Hundred Fifty (\$150.00) (pro-rate for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
2. 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 annual enrollment dates, an employee may voluntarily terminate his/her enrollment. Re-enrollment shall be permitted at the next annual enrollment date; however, no employee will be permitted to terminate enrollment more than two

(2) times during their continuous employment.

3. Part-time and seasonal employees shall not be eligible for this insurance.
4. 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.
5. 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 receives a bi-weekly pay check.
6. An employee may, where permitted by the insurance company, continue this coverage by paying the total premium directly to the insurance company.

15.7(b) Each employee or retiree is responsible to notify the City Manager or designee within twenty (20) calendar days of any qualifying events regarding the group medical and dental plans. A qualifying event is:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65th Birthday

Failure to immediately notify the City Manager or designee will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

**ARTICLE 15(c) HEALTH BENEFIT INSURANCE PROGRAM-DIRECT ACCESS 12
OR ITS EQUIVALENT -PLAN B (Available only to eligible union members hired on or after
January 1, 2004 and before January 1, 2019)**

15.1(c) Effective January 1, 2004, all eligible Union members covered by this Agreement and eligible members of their families plus all eligible retirees* with a retirement date subsequent to January 1, 2004 and eligible members of their families shall be entitled, until the demise of the Association member, to that coverage, or its equivalent, set forth in the "Direct Access Design 12 City of Hackensack DA Active Plan B" attached hereto as Schedule 2.:

*Eligible retiree shall be any Union member who has 25 years service credit with the City, or who has retired pursuant to an accidental disability retirement; or who has sustained an ordinary disability as a result of an on-duty injury; and has been accepted by PERS.

15.2(c) Union members who retired prior to January 1 , 2004 shall continue to receive the benefits provided by the applicable contract when they retired.

15.3(c) A Retiree who:

1. is covered by the City's Health Benefit Insurance Program and
2. is actively employed by another employer and
3. is covered by his current employer's Health Insurance Program shall submit all medical claims first to his current employer's Health Benefit Insurance Program as his "Primary" insurance carrier so long as he/she continues to be insured. The City's Health Benefit Insurance Program shall remain as his/her secondary coverage.

15.4(c) All coverages provided by the City for Medicare eligible retirees and their eligible dependents shall be secondary to their Medicare coverage's.

15.5(c) All Retirees (retired after January 1 , 2004) and eligible dependents who are Medicare eligible must provide both Medicare Part A and Part B coverage's to be eligible for coverage's provided by the City. The City shall reimburse each retiree for his/her Medicare Part B cost each December provided the retiree submits a copy of his/her Medicare Card to the Chief Financial Officer, 65 Central Avenue, Hackensack, New Jersey, 07601, prior to the year end wherein he/she becomes Medicare eligible.

15.6(c) HMO coverage is not available to Medicare eligible retirees or spouse.

15.7(c) The City shall provide a Dental Benefit Insurance Program during the term of this Agreement to a maximum of One Thousand Five Hundred (\$1500.00) Dollars per year per patient together with orthodontic coverage not to exceed \$800 per patient, under the age of eighteen (18) lifetime, subject to the following conditions:

1. The City shall pay the lesser 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.
2. 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 annual enrollment dates, an employee may voluntarily terminate his/her enrollment. Re-enrollment shall be permitted at the next annual enrollment dates however, no employee will be permitted to terminate enrollment more than two (2) times during their continuous employment.
3. Part-time and seasonal employees shall not be eligible for this insurance.
4. 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.
5. 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 receives a bi-weekly pay check.
6. An employee may, where permitted by the insurance company, continue this coverage by paying the total premium directly to the insurance company.

15.8(c) Each employee or retiree is responsible to notify the City Manager or designee within twenty (20) calendar days of any qualifying events regarding the group medical and dental plans. A qualifying event is:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65th Birthday

Failure to immediately notify the City Manager or designee will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

ARTICLE 15 (d) HEALTH BENEFITS INSURANCE PROGRAM - DIRECT ACCESS GROUP 2 OR ITS EQUIVALENT

(Available only to eligible Union members hired on or before December 31, 2003)

15.1(d) Effective January 1, 2004, all eligible members covered by this Agreement and eligible members of their families, plus all eligible retirees* if any, with a retirement date subsequent to January 1, 2004 and eligible member of their families shall be entitled until the demise of the Union member, to that coverage, or its equivalent, set forth in the "Direct Access Design 2 City of Hackensack Plan A" attached hereto as Schedule 3.

*Eligible retiree shall be any Union member who has 25 years service credit with the City, or who has retired pursuant to an accidental disability retirement; or who has sustained an ordinary disability as a result of an on-duty injury; and has been accepted by PERS.

15.2(d) The City shall provide a Dental Benefit Insurance Program during the term of this Agreement to a maximum of One Thousand Five Hundred (\$1500.00) Dollars per year per patient together with orthodontic coverage not to exceed Eight Hundred (\$800.00) Dollars per patient, under the age of eighteen (18) lifetime, subject to the following conditions:

1) The City shall pay the lessor of fifty (50%) percent of the enrollee's annual premium or One Hundred Fifty (\$150.00) (pro-rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.

2) 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 dates, an employee may voluntarily terminate his enrollment. Re-enrollment shall be permitted at the next annual enrollment date; however, no employee will be permitted to terminate enrollment more than two (2) times during their continuous employment.

3) Part-time and seasonal employees shall not be eligible for this insurance.

4) 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.

5) 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 receives a bi-weekly pay check.

6) An employee may, where permitted by the insurance company, continue this coverage by paying the total premium directly to the insurance company.

15.3 (d) Each employee or retiree is responsible to notify the City Manager or designee

within twenty (20) calendar days of any qualifying events regarding the group medical

and dental plans. A qualifying event is:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65th Birthday

Failure to immediately notify the City Manager or designee will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

ARTICLE 15 (e) HEALTH BENEFITS INSURANCE PROGRAM-DIRECT ACCESS GROUP 3 OR ITS EQUIVALENT

(Available only to eligible Union members hired on or after January 1, 2004 and before January 1, 2019)

15.1 (e) Effective January 1, 2004, all eligible Union members covered by this Agreement and eligible members of their families, plus all eligible retirees* with a retirement date subsequent to January 1, 2004 and eligible members of their family shall be entitled until the demise of the Association member, that coverage, or its equivalent, set for the "Direct Access Design Group 3 City of Hackensack Plan B" attached hereto as Schedule 4.

*Eligible retiree shall be any Union member who has 25 years of service credit with the City, or who has retired pursuant to an accidental disability retirement; or who has sustained an ordinary disability as a result of an on-duty injury; and has been accepted by PERS.

15.2 (e) The City shall provide a Dental Benefit Insurance Program during the term of this Agreement to a maximum of One Thousand Five Hundred (\$1500.00) Dollars per year per patient together with orthodontic coverage not to exceed Eight Hundred (\$800.00) Dollars per patient under the age of eighteen (18) lifetime, subject to the following conditions:

1) The City shall pay the lessor of fifty (50%) percent of the enrollee's annual premium or One Hundred Fifty (\$ 150.00) (pro-rata for mid-year enrollees) and the enrollee shall pay the balance through periodic deductions.

2) 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 dates, an employee may voluntarily terminate his enrollment. Re-enrollment shall be permitted at the next annual enrollment date; however, no employee will be permitted to terminate enrollment more than two (2) times during their continuous employment.

3) Part-time and seasonal employees shall not be eligible for this insurance.

4) 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.

5) 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 receives a biweekly pay check.

6) An employee may, where permitted by the insurance company, continue this coverage by paying the total premium directly to the insurance company.

Each employee or retiree is responsible to notify the City Manager or designee within twenty (20) calendar days of any qualifying events regarding the group medical and dental plans. A qualifying event is:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65th Birthday

Failure to immediately notify the City Manager or designee will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

ARTICLE 15(f)

15.1(f) Effective January 1, 2018, notwithstanding anything in Sections 15(b), 15(c), 15(d) or 15(e) herein to the contrary, the City shall have the right to change insurance carriers/providers, or, to institute a self-insurance program, so long as a similar or substantially equivalent level of benefits is provided.

15.2(f) During the term of this Agreement, employees covered by insurance coverage under Sections 15(a), 15(b), 15(c), 15(d) or 15(e) shall make contributions towards the cost of provision of healthcare benefits as mandated by law.

ARTICLE 15(g)

All employees shall contribute towards the cost of their health care benefits coverage as required under applicable law including, but not limited to P.L.201 1 (c) Chapter 78.

ARTICLE 15.1(h)

Certain health care benefit plans administered or insured by affiliates of Horizon Blue Cross Blue Shield of NJ provide “out-of-network” medical and surgical benefits for members. With out-of-network benefits, members may be entitled to payment for covered expenses if they use doctors and other health care professionals outside of the Horizon network. Horizon will pay based on the terms of the member’s health care benefit plan that in many cases provides for payment for amounts that are the **lower** of either:

- The out-of-network provider’s actual charge billed to the member,
- or
- “the reasonable and customary amount,” “the usual, customary, and reasonable amount,” “the prevailing rate,” or other similar terms that base payment on what other healthcare professionals in a geographic area charge for their services. (90th%)

In addition, certification for certain types of Non-Network care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required.

ARTICLE 15.1(i) HEALTH BENEFITS INSURANCE PROGRAM – GROUP 5(70/30)

(Available to all union members hired on or after January 1, 2019)

15.1(i) All eligible Union members covered by this Agreement and eligible members of their families, plus all eligible retirees* with a retirement date subsequent to January 1, 2004 and eligible members of their family shall be entitled until the demise of the Association member, that coverage, or its equivalent, set for the "Direct Access Design Group 3 City of Hackensack Plan B" attached hereto as Schedule 4.

*Eligible retiree shall be any Union member who has 25 years of service credit with the City, or who has retired pursuant to an accidental disability retirement; or who has sustained an ordinary disability as a result of an on-duty injury; and has been accepted by PERS.

15.2 (i) The City shall provide a Dental Benefit Insurance Program during the term of this Agreement to a maximum of One Thousand Five Hundred (\$1500.00) Dollars per year per patient together with orthodontic coverage not to exceed Eight Hundred (\$800.00) Dollars per patient under the age of eighteen (18) lifetime, subject to the following conditions:

1) The City shall pay the lesser of fifty (50%) percent of the enrollee's annual premium or One Hundred Fifty (\$ 150.00) Dollars (pro-rata for mid-year enrollees) and the enrollee shall pay the balance through periodic deductions.

2) 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 dates, an employee may voluntarily terminate his enrollment. Re-enrollment shall be permitted at the next annual enrollment date; however, no employee will be permitted to terminate enrollment more than two (2) times during their continuous employment.

3) Part-time and seasonal employees shall not be eligible for this insurance.

4) 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.

5) 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 receives a biweekly pay check.

6) An employee may, where permitted by the insurance company, continue this coverage by paying the total premium directly to the insurance company.

Each employee or retiree is responsible to notify the City Manager or designee within twenty (20) calendar days of any qualifying events regarding the group medical and dental plans. A qualifying event is:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65th Birthday

Failure to immediately notify the City Manager or designee will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

15.3(i) All employees hired on or after January 1, 2019, meeting eligibility requirements, shall receive “employee only” coverage during retirement. Medicare Part B shall not be payable by the City.

ARTICLE 16 - RETIREMENT LEAVE/BUY BACK PROVISION

16.1 Upon retirement, as defined below, the employee shall, or upon death the employee's estate, shall receive payment for accumulated unused sick leave as prescribed herein and for all accumulated, unused and unforfeited vacation, holiday and compensatory leave. A City retiree shall receive payment for his/her accumulated unused sick leave as follows:

- a. Any employee hired on or before December 1, 1987 shall be paid one hundred (100%) percent of his/her accumulated unused sick leave without limit.

- b. Any employee hired after December 1 , 1987 shall be paid seventy-five (75%) percent of his/her accumulated unused sick leave, not to exceed fifty (50%) percent of his/her final salary as defined below.
- c. For purposes of computing the retirement leave benefit based upon sick days, such sick days shall be paid at the rate of 1/260 times the retiree's final annual salary defined below.
- d. Definitions:

Retiree/Retirement — An employee of the City of Hackensack whose application for retirement has been approved by the applicable State Retirement System (P.E.R.S. or P.F.R.S.), and receives retirement income from the retirement system. "Deferred Retirements" as defined by the applicable State Retirement System shall not be included in this definition. **Final Annual**

Salary — The summation of the base salary, longevity and education.

- e. Any employee hired on or after January 1, 2009 shall be eligible for retirement sick leave pay at fifty (50%) percent of accumulated unused sick leave, not to exceed Ten Thousand (\$ 10,000.00) Dollars.
- f. For purposes of salary buy back provisions, salary shall be based on the employee's annual salary effective upon termination, exclusive of stipends payable annually and/or payable at year's end.
- g. Any employee hired after January 1, 2019 shall not be entitled to payment for accumulated unused sick leave.

16.2 The City of Hackensack may, at its sole discretion, offer to buy back a portion of the accrued unused sick days of any employee who meets all of the following criteria:

- a. 25 years or more of creditable service in his/her respective pension.
- b. Age 55 or older.

- c. 100 or more accrued unused sick days.
- d. Hired before December 1, 1987.

16.3 The City shall not buy back days so as to deplete the employee's accrual of sick days below the level of one hundred (100) days on the date of buy back.

16.4 The employee shall have the right to refuse the decision of the City to buy back a portion of his/her sick days if such would create a hardship on the employee or irreparable harm based on factual considerations.

16.5 A retiring employee shall be permitted to take a lump sum retirement benefit in up to three (3) installments, at the retiree's sole option. Said installments may be taken by the retiree, on the first pay of each quarter, however, not over a period in excess of eighteen (18) months from separation from services.

ARTICLE 17 - INJURY LEAVE

17.1 Whenever an employee subject to this contract is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his/her duty, he/she shall be entitled to injury leave with full pay, at the rate of pay in existence at the time of his/her injury, for a maximum aggregate period of one (1) year commencing with the date of such injury, or before (1) one year if he/she has been accepted for retirement by the Public Employees Retirement 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 the injury, illness, or disability continues beyond one (1) year, he/she shall be paid on the basis of his accumulated sick leave.

17.2 The City, or its Worker's Compensation Insurance Carrier, shall pay hospital, medical and surgical expenses incurred by any member of the Union who is injured in the performance of his/her duties.

17.3 Injury leave shall be granted provided the employee:

- a. Presents evidence that he/she is unable to work, in the form of a certificate from a reputable physician forwarded to the Department Head within forty-eight (48) hours of the injury.
- b. Reports when requested, for an examination by a physician appointed by the City or its Worker's Compensation Insurance carrier.

17.4 An employee on injury leave must be available to be contacted during the hours which constitute his/her normal daily work schedule. Failure to be available, will subject the employee to disciplinary action.

17.5 All injury leaves shall terminate when the physician appointed by the City or the Worker's Compensation Insurance Carrier reports in writing that the employee is fit for duty.

17.6 An employee will be removed from injury leave and charged sick leave:

- a. If the employee fails to report for a scheduled doctor's appointment.
- b. If in the opinion of the attending physician the employee is able to return to light or limited duty and fails to do so.

17.7 In the event the employee contends that he/she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or the final decision of the last reviewing court shall be binding upon the parties.

ARTICLE 18 - MILITARY LEAVE

18.1 Military Training Leave — Employees who have been continuously employed by the City for at least one (1) full year and who are required to participate in annual field training by the Armed Forces

of the United States or New Jersey shall, upon request, be granted military training leave. Weekend drills are not eligible for this leave. All military training leave is in addition to any other authorized paid leave of absence.

18.2 Military Duty Leave — Employees who are members of the National Guard or other component of the organized militia of the State shall be entitled to military duty leave with pay for a period of up to ninety (90) days in the aggregate in any one year if he/she is required to engage in active duty in times of a state-declared emergency. The City will abide by the provisions of N.J.S.A. 38:23-1 and N.J.S.A. 38a:4-4.

18.3 Military Leave — Employees may be granted Military Leave if they are required to serve actively in any component of the Armed Forces of the United States in time of war or national emergency. Military Leave may extend to three (3) months after release from required Military Service. Sufficient proof of active military duty must be presented to the City Manager prior to requesting such leave.

- a. In cases of service-connected illness or wound which prevents an employee from returning to employment, such leave shall be extended until three (3) months after recovery, but not beyond the expiration of two (2) years after the date of discharge.
- b. An employee who voluntarily continues in the military service beyond the time when he/she may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission, shall be considered as having abandoned his/her employment and resigned.

The City will abide by the provisions of N.J.S.A. 38:23-1 and N.J.S.A. 38a:4-4.

ARTICLE 19 - FUNERAL LEAVE

19.1 In the event of a death occurring in the "immediate family" of a full-time member of the Union, the member shall be granted three (3) work days off without loss of pay or loss of any of his/her accumulated sick leave in accordance with the following:

19.2 "Immediate family" shall be defined to include: spouse, children, mother, father, brother, sister, grandparents, grandchildren, foster child, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle and relatives of the employee residing in the employee's household.

ARTICLE 20 - LEAVES OF ABSENCE WITHOUT PAY

20.1 An employee may request a leave of absence without pay for periods not to exceed three (3) months at any one time for a maximum of six (6) months. Employee benefits shall not accrue to an employee during a leave of absence without pay. (See 20.4)

20.2 Such leaves of absence may be renewed for an additional period, not to exceed six (6) months, only by formal approval of the City Manager. No further renewal may be granted except upon the approval by the New Jersey Department of Personnel for reasons as established by Commission regulations.

20.3 Should an employee fail to return promptly after his/her leave of absence has expired, he/she will be considered to have resigned from his position.

20.4 The City shall provide up to twelve (12) weeks of Group Medical benefits to qualified employees while on a Leave of Absence without pay in accordance with the Federal Family Leave Act.

ARTICLE 21 - JURY DUTY & EMERGENCY LEAVE

21.1 Employees shall be given leave with pay when:

- a. Performing jury duty.

- b. Summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body unless the appearance is as an individual and not as an employee or other Officer of the City.
- c. Performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States.

21.2 Any monies received by the employee for his/her appearance in situations outlined above shall be returned to the City, except when such monies are payment for transportation and/or meals.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible, so as to insure efficiency and promote employee's morale.

22.2 A grievance shall be defined to mean an alleged violation by an employee, group of employees, or the Union or by the City of specific provision of this Agreement.

22.3 No settlement of a grievance presented by an employee shall contravene any provisions of the Agreement, or applicable provisions of New Jersey Statutes.

22.4 Procedure:

- a. The matter shall first be discussed orally with the employee's immediate supervisor within seven (7) calendar days of occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.
- b. Within seven (7) calendar days from receiving a final answer from the employee's immediate supervisor, the grievance shall be presented in writing, to the Department Head who shall arrange for such meetings and make such investigations as are necessary to give his/her answer in writing within seven calendar days, of the receipt of the

grievance. If this answer does not resolve the grievance, it may be processed to the next step.

- c. Within seven (7) calendar days of the transmittal of the written answer by the Department Head, either party may then request a hearing before the City Manager. Either party may appeal the City Manager's ruling to the New Jersey Civil Service Commission or the Public Employment Relations Commission to provide arbitration service, or submit the grievance to the arbitration panel established by the Governor under the provisions of P.L. 1968, c.303 (New Jersey Employer-Employee Relations Act). The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. He/she shall have no right to add to or subtract from the Agreement. Upon written agreement between the parties, multiple grievances on the same or similar issues may be combined to present as a single arbitration. Furthermore, an arbitrator shall not hear any matters in which the primary jurisdiction is under the New Jersey State Civil Service Commission.
- d. The City shall, upon request from the Union Representative, provide relevant documentation and data necessary for proper processing/investigation of the grievance. This shall be at no additional cost to the Union.

22.5 The decision of the arbitrator shall be final and binding on both parties.

22.6 Each party shall bear its own costs, but the cost of the arbitrator shall be borne by the parties, based upon the PERC filing date of the charge, according to the following:

Unsuccessful Party	70%
Successfully Party	30%

ARTICLE 23 - WORK STOPPAGES

23.1 Since adequate grievance procedures are provided in the Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeism or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City.

23.2 Nothing contained herein shall be deemed to diminish or modify any rights or remedies of any of the parties as contained in any laws or statutes or any regulations promulgated by a governmental agency.

ARTICLE 24 - MANAGEMENT RIGHTS

24.1 The Union recognizes that the City may not, by agreement delegate authority and responsibility which by law are imposed upon and lodged with the City.

24.2 The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the

New Jersey Civil Service Commission to do the following:

- a. To direct employees of the City.
- b. To hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge or take disciplinary action against employees.
- c. To make work assignments and work shift schedules.
- d. To relieve employees from duties because of lack of work, or other legitimate reasons.
- e. To maintain the efficiency of the City operations entrusted to them.
- f. To determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE 25 - DUES DEDUCTIONS/AGENCY SHOP

25.1 The City shall deduct Union dues in accordance with State statutes and remit the sum so deducted to the Treasurer of the Union.

25.2 Any 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 employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the City shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount not greater than 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. 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.

25.3 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 26 - UNION ACTIVITIES

26.1 The Union Steward or one (1) designated representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, including arbitration, provided that this time off is with applicable Department Head's permission and does not adversely affect the safe and efficient delivery of services.

26.2 Four (4) Shop Stewards shall be designated to represent the Union at Labor/Management Health and Safety Meetings held between the Union and the City.

26.3 Negotiation sessions shall begin at times which are mutually convenient to the parties and will conclude when either party so desires. The Union Committee, not to exceed three (3) persons, on duty during the period agreed upon for negotiations shall be permitted to attend that negotiating session and subsequent regularly scheduled negotiating sessions without loss of pay.

ARTICLE 27 - NOTIFICATION OF OPEN/PROMOTIONAL POSITIONS

27.1 The City shall notify the Union Steward regarding any open position or promotional position, which positions are represented by the Local, a minimum of fifteen (15) calendar days prior to selecting an employee from sources other than candidates represented by the Local.

ARTICLE 28 - SEVERABILITY AND SAVINGS

28.1 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 29 – DURATION

29.1 Except as this Agreement shall otherwise provide, it shall become effective upon passage by the City Council of the City of Hackensack and shall commence January 1, 2018, and continue in effect until December 31, 2021. This Agreement shall continue in full force and effect until December 31, 2021. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

29.2 This Agreement contains the full and entire understanding of the parties in its full and final settlement of all wages and terms and conditions of employment.

29.3 The parties agree that the Union shall be supplied with a reasonable number of copies of the Agreement.

ARTICLE 30 – MISCELLANEOUS

30.1 All written notification to the Union shall be sent to:

United Public Service Employee Union
3555 Veterans Hwy.
Suite H
Ronkonkoma, NY 11779

30.2 The Union will provide an updated list of Stewards names and contact information January of each year or when a change has been made.


30.3 The City shall provide a Union bulletin board in each department including City Hall for the purpose of posting Union notices as well as open/promotional positions as stated in Article 27.

30.4 All notices for open or promotional positions, as stated in Article 27, shall be emailed to the Stewards and the assigned UPSEU Labor Representative. Information that cannot be sent electronically may be sent to the address listed in 30.1.

HACKENSACK WHITE COLLAR
EMPLOYEES UPSEU (White Collar Unit)

CITY OF HACKENSACK

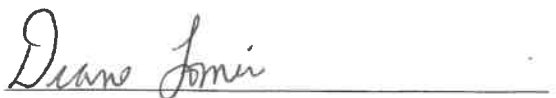
BY:


Dawn
10/1/19

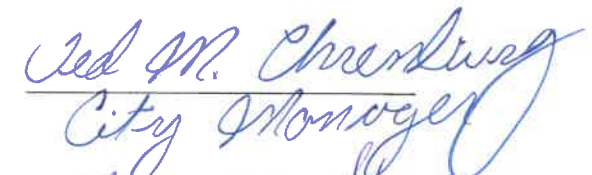

Steve Weiss

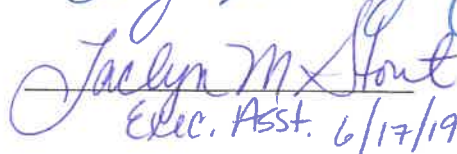

Maria M. Tortolofione


Dawn Chaplain


Dawn Lomis


Steven A. Savage


Ted M. Cherkow
City Manager


Jaclyn M. Sout
Exec. Asst. 6/17/19

ATTEST:

ATTEST:

APPENDIX A - WHITE COLLAR


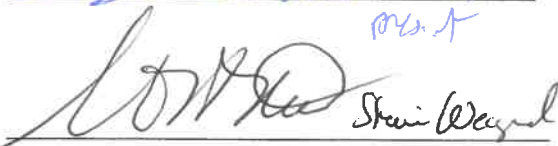
<u>EFFECTIVE</u>	<u>BASE SALARY ADJUSTMENT</u>
01-01-18	2.75%
01-01-19	2.50%
01-01-20	2.50%
01-01-21	2.50%

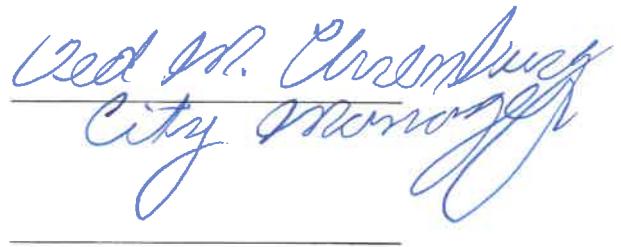
\$1,000 shall be added to the base salary of any employee whose base salary is less than \$35,000.00 per year

HACKENSACK WHITE COLLAR
EMPLOYEES UPSEU (White Collar Unit)

CITY OF HACKENSACK

BY:


Kevin E. Boylan
M.A.

Steve Weyand


Ted M. Chremberg
City Manager


Deane Linn

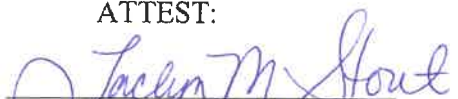

Steven A. Savage

Dawn Chaplani

Maria M. Tartaglione

ATTEST:

ATTEST:


Jaclyn M. Stout
Exec. Asst. 6/17/19