

 **FILE COPY**

AGREEMENT BETWEEN

CITY OF HACKENSACK

AND

**HACKENSACK PBA LOCAL 9A
SUPERVISORY OFFICERS' ASSOCIATION**

January 1, 2019 - December 31, 2021

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PREAMBLE

THIS AGREEMENT, entered into this 20th day of October, 2020, by and between the CITY OF HACKENSACK, New Jersey, hereinafter referred to as the “City” and HACKENSACK PBA LOCAL 9A SUPERVISORY OFFICERS’ ASSOCIATION, hereinafter referred to as the “PBA”.

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ARTICLE 1
GENERAL/PUBLIC EMPLOYEES

1.1 General

In order to increase general efficiency in the Police Department, to maintain the existing harmonious relationship between the Police Department and its Employees and to promote the morale, rights, well-being and sincerity of the Police Department, the City and the PBA hereby agree as follows:

1.2 Public Employee

The Police Department and the individual members of the PBA are to regard themselves as public employees and are to be covered 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.

1.3 Probation Period

All Employees shall serve a probationary period of ninety (90) calendar days as mandated under N.J.S.A. 11A:4-15 and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All Employees who have successfully completed the probationary period shall be known as permanent Employees and the probationary period shall be considered part of the seniority time.

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ARTICLE 2
RECOGNITION

2.1 The City of Hackensack hereby recognizes the Hackensack PBA Local 9A Supervisory Officers' Association, as a sole and exclusive representative of all Sergeants, Lieutenants and Captains.

2.2 The parties agree that only representatives of the recognized bargaining agent shall be granted time off for business meetings.

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ARTICLE 3

HOLIDAYS

3.1 The City agrees to pay each member for thirteen (13) holidays. Payment for such days shall be at straight time. Both parties acknowledge that holiday pay is included in the adjusted base salary.

3.2 Effective January 1, 2005, the entire holiday benefits shall be distributed into the base salary; this payment shall be paid evenly into the twenty-six (26) annual paychecks and shall be utilized for all calculation purposes.

3.3 Members not assigned to a four-on and four-off work schedule shall not be required to work on recognized holidays except in emergencies and shall continue to receive thirteen (13) paid holidays.

3.4 If a member is called into work on a recognized holiday, he shall not be entitled to receive overtime until after the employee has worked for eight (8) hours. For purposes of Articles 3.3 and 3.4 only, the following days shall each be a "recognized holiday".

New Year's Day

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Christmas Day



ARTICLE 4
CLOTHING ALLOWANCE

4.1 Each new Employee shall receive from the City, free of charge, a pistol, required leather per Departmental specifications and rubber goods (raincoat and boots). All of these items shall remain the property of the City.

4.2 If the City institutes changes in the uniform or any part thereof, it shall provide, free of charge, any such changed items.

4.3 A member's uniform or personal equipment that are required by him in his capacity as a member, which may be damaged during the course of his employment, shall be replaced at the expense of the City, except where such damage is caused by negligence of the Employee. No Officer's damaged uniform or personal equipment shall be eligible for replacement unless same is turned over to the Chief or his designee. This paragraph shall be subject to the discretion of the Chief or his designee and such decision shall not be subject to arbitration.

4.4 The PBA and the City acknowledge that the clothing allowance previously provided for in this Article for Sergeants has been previously "rolled into" base salary.

4.5 Lieutenants and Captains shall be entitled to an annual clothing allowance of \$850 each year for the years 2019 and 2020, payable in December and pro-rata based upon full months of service wherein a Lieutenant and Captain was not employed for the full calendar year.

4.6 Such payment shall be made to both plain clothed as well as uniformed employees.

4.7 If a Lieutenant or Captain dies actively employed, his estate shall receive payment for his pro-rata earned clothing allowance.

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4.8 Effective January 1, 2021, (i) the clothing allowance for Lieutenants and Captains shall be eliminated, and (ii) the base salary for Lieutenants and Captains shall be increased by one thousand three hundred and 00/100 (\$1,300.00) dollars before any other salary increases are applied hereunder.



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ARTICLE 5

SICK LEAVE

5.1 The City hereby agrees to provide fifteen (15) days of paid sick leave per full year of employment; such sick leave shall be accumulative with past practice, pursuant to Civil Service Law.

5.2 All members shall accumulate sick leave at the rate of one and one-quarter (1¼) day per month.

5.3 Each December, a member may cash out sick days at their current rate of pay to be used towards the member's following year's contributions towards healthcare insurance premiums. The number of sick days that a member may sell back in a calendar year shall not exceed their contributions toward healthcare insurance premiums in the following year. Members shall not be allowed to cash out any sick time which would deplete the member's accrual of sick days below the level of one hundred (100) sick days.

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ARTICLE 6
RETIREMENT LEAVE

6.1 The City hereby agrees that upon notification of acceptance for retirement from the Police and Fire Retirement System, a member shall be paid seventy-five percent (75%) of their accumulated sick leave, not to exceed fifty percent (50%) of their final annual salary as defined in 6.4 below.

6.2 In the event an active Employee dies prior to retirement, without respect to years of service, the Employee's estate shall receive the retirement leave payment.

6.3 For purposes of computing the retirement leave benefit based upon sick days, such 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, Specialized Division Increment and Holiday Pay.

6.4 A retiring Employee shall be permitted to take the 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 service.

Any member promoted to the rank of Lieutenant on or after January 1, 2016 shall upon notification of acceptance of their retirement from the Police and Fire Retirement System receive no more than \$15,000.00 for accumulated sick leave, irrespective of their total accumulated unused sick leave.

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6.5 Employees hired after July 1, 2014 shall have a limitation on retirement leave payout per this Article formula for a maximum of Fifteen Thousand Dollars (\$15,000.00).

6.6 (a) Those employees who hold the rank of Sergeant as of January 1, 2016 who are on the promotional eligibility list in effect as of January 1, 2016 for promotion to the rank of Lieutenant and are promoted to the rank of Lieutenant from such list shall, during the duration of such list, and any extensions thereof, be entitled to maintain the number of unused sick days they have as of the date of their promotion to the rank of Lieutenant.

(b) Those employees who are members of the Union as of January 1, 2016 shall be entitled to maintain the number of unused sick days they have as of the date of their promotion to the rank of Lieutenant.



ARTICLE 7
VACATION LEAVE

7.1 The City hereby agrees to provide a paid vacation in accordance with the following schedule:

YEARS OF SERVICE COMPLETED BY DECEMBER 31	ANNUAL VACATION LEAVE EARNED
1 to 9 Years	120 Hours
10 to 19 Years	152 Hours
20 Years or More	208 Hours

7.2 During the final year of service, vacation is earned at a pro-rated basis commensurate with annual vacation leave earned.

7.3 Vacation leave earned in one year can only be taken between January 1st and December 31st of the next year, unless expressly approved by the Chief.

7.4 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.

7.5 If an Employee is on a leave without pay for more than two (2) weeks in any month, he/she does not earn vacation leave for that month.

7.6 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.

7.7 Earned vacation days may be utilized by the Employee at their request, manpower permitting.



7.8 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 City of Hackensack so dictate.

7.9 Effective January 1, 2021, the City agrees to provide paid vacation in accordance with the following schedule:

YEARS OF SERVICE COMPLETED BY DECEMBER 31	ANNUAL VACATION LEAVE EARNED
1-4	120 Hours
5-9	132 Hours
10-14	156 Hours
15-19	180 Hours
20+	216 Hours

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ARTICLE 8

MATRIMONIAL LEAVE

8.1 The City hereby agrees to grant four (4) calendar days leave with full pay when a member of the bargaining unit marries.

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ARTICLE 9
LONGEVITY PAY

9.1 The City hereby agrees to continue in full force and affect the existing longevity program which provides for two percent (2%) for every four (4) years of service without a maximum limitation on longevity pay for any unit member.

9.2 The calculations and determinations of the longevity pay shall be in accordance with the following system:

9.3(a) In addition to the salary ranges indicated, each Employee will receive longevity pay of two percent (2%) for each four (4) 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 each four (4) years of service credit on or before January 4, March 31, June 30 or September 30, in order to receive the added two percent (2%) longevity pay for the ensuing quarters. Whenever an Employee receives an increase in salary as the result of a change in base salary for promotion, increment and a 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 Employees were first 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.

9.3(b) Effective September 1, 2000, longevity shall be eliminated for new hires or interdepartmental transfers to the bargaining unit.

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ARTICLE 10

OVERTIME

10.1 Overtime will be paid for any time spent on duty in excess of forty (40) hours per week actually worked, with the normal tour of duty consisting of eight (8) continuous hours, including reasonable meal and break periods in accordance with established procedures, but excluding paid and unpaid leave time except for sick leave. The average workweek shall be forty (40) hours. Same shall be paid except, as hereinafter set forth, at the rate of time and one-half (1½).

10.2 Specialized Division (Detective, Narcotics, BCI, Youth, Training Bureau and "Traffic Investigation Officers") personnel shall be compensated for overtime work at the time and one-half (1½) rate for all hours worked beyond the normal tour of duty.

10.2(a) Subject to the limitations of the Fair Labor Standards Act, Special Division Personnel shall be compensated with compensatory time or by payment at the overtime rate at the Employee's sole option. Paragraph 10.8 shall be applicable to Special Division Personnel. Compensable time above the four-hundred eighty hour (480) threshold set in Paragraph 10.8 shall be used by said personnel within six (6) months of being ordered to do so by the Chief or his designee. An order directing any such personnel to use recorded compensable time shall be limited to the taking of one (1) week of compensable time. Nothing contained herein shall preclude the Chief from issuing further orders to use compensable time to the same personnel so long as each such order is limited to one (1) week of compensable time.

10.2(b) Specialized Division Personnel may elect to use recorded compensable time upon request subject to the City's right to refuse specific dates after taking into consideration the reasonable

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request of the Employee, and the needs of the City to maintain its staffing requirements and other legitimate concerns.

10.3 Recorded overtime shall include training time.

10.4 Additional recorded overtime may be allowed at the option of the Chief.

10.5 Some training may, at the discretion of the Chief, be paid at the rate of time and one-half (1½).

10.6 The parties hereby covenant and agree that in accordance with existing practice in effect in the Hackensack Police Department recorded overtime shall be payable at the straight time rate in effect at the time of payment of said recorded overtime.

10.7 Recorded overtime may, in the sole discretion of the Chief, be used on those cases where an individual shall have utilized all of his sick days and where an individual may require additional sick leave time.

10.8 Anything to the contrary notwithstanding contained herein, it is covenanted and agreed that recorded overtime may be paid off at any time in the discretion of the City of Hackensack provided, however, that where such option is exercised such payment may not reduce the amount of an individual below a total of one hundred twenty (120) hours. The maximum number of hours that an individual can bank is four hundred eighty (480) hours. A maximum of one hundred twenty (120) hours shall be kept on the books to be paid to the individuals in whose favor such overtime exists at the time final payment is to be made. All banked compensatory time in excess of 120 hours must be used prior to retirement.

10.9 Payment of such recorded overtime shall be made either at the retirement of an individual, his termination, or in the event of death to his estate.

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10.10 Traffic Bureau

Effective January 1, 1997, the Chief of Police shall designate five (5) Traffic Division Officers as "Traffic Investigation Officers" who shall respond when called to investigate Traffic Division cases. Said "Traffic Investigation Officers", who shall serve at the pleasure of the Chief of Police, shall receive the Specialized Division increment outlined in Article 23, during the period so assigned.

10.11 Court Appearances

Effective September 1, 1982, all personnel covered by this Agreement shall receive compensation at the time and one-half (1½) rate for each court appearance when he is called in during off duty hours regardless of said Employee's Division or assignment with a minimum guarantee of two (2) hours for each such appearance actually required in court. The City reserves the right to work such employees for such full minimum two (2) hours. The Employee shall have the sole option of receiving either cash at the premium rate or compensatory time (one and one-half (1½) hours for each overtime hour worked). If compensatory time is selected by the Employee, it shall be taken pursuant to Departmental practices and procedures currently in existence.

10.12 Effective July 1, 2014 all bargaining unit personnel shall be entitled to overtime payments for all extra work beyond a regularly scheduled shift. Overtime shall be paid to all Employees, in each Employees' sole discretion, in either time and one-half (1½) pay or time and one-half (1½) compensatory time.

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ARTICLE 11

HEALTH BENEFIT INSURANCE PROGRAM

11.1 Effective January 1, 2000, all active PBA members covered by this Agreement and eligible members of their families plus all eligible retirees* with a retirement date subsequent to January 1, 2000 and eligible members of their families shall be entitled to the following coverage until the demise of the PBA member:

*Eligible retiree to be any PBA member who has twenty-five (25) years pension credit and has been accepted by the PFRS as a retiree subsequent to January 1, 2000 and continues to receive benefits under Special, Ordinary Disability or Accidental Disability Retirement.

<u>Employee Status</u>	<u>Employee</u>		<u>Spouse</u>		<u>Eligible Dependent</u>	
	<u>Covered</u>	<u>Oxford (1) Deductible</u>	<u>Covered</u>	<u>Oxford(1) Deductible</u>	<u>Covered</u>	<u>Oxford (1) Deductible</u>
Active (2)	Yes	250	Yes	250	Yes	250
Retiree - Medicare Ineligible (2)	Yes	250	Yes	250	Yes	250
Retiree - Medicare Eligible (3)	Yes	250	Yes	250	Yes	250

- (1) Not applicable if covered by H.M.O.
- (2) Deductible of \$250.00 per single person per calendar year. Deductible of \$500.00 per family per calendar year (two (2) persons must satisfy a separate deductible).
- (3) Oxford only. HMO coverage not provided.

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11.2 Any officer entering the bargaining unit on or after January 1, 2018 shall be covered exclusively by the City of Hackensack's 70/30 health insurance plan.

11.3 PBA members who retired prior to January 1, 2000 shall continue to receive the benefits provided by the applicable contract when they retired.

11.4 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 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.

11.5 Intentionally Omitted.

11.6 All coverages provided by the City for Medicare eligible retirees and their eligible dependents shall be secondary to their Medicare coverages.

11.7 All retirees (retired after January 1, 2000) 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 yearend wherein he/she becomes Medicare eligible.

11.8 The health benefits and prescription program provided by the City to eligible retirees who are Medicare eligible shall be at the same level as provided to active Employees. Additionally, HMO coverage is not available to Medicare eligible retirees or spouse.

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11.9 Effective January 1, 2018, prescription co-pays shall be raised for all current and future bargaining-unit employees holding the rank of Sergeant to a 15/35/50 co-payment schedule.

11.10 The City and the PBA agree that successor collective bargaining agreements shall neither increase the health benefit deductible to exceed One Thousand Dollars (\$1,000.00) (\$1,000 for Medicare eligible retiree's spouse or dependent) nor increase the Prescription Plan co-pay to exceed Twenty Dollars (\$20.00) for name brand and Eight Dollars (\$8.00) for generic brand drugs without the written majority consent of all retired PBA members who retired subsequent to January 1, 2000.

11.11 All employees covered by this Agreement shall, during the term of this Agreement, make such contribution toward medical insurance premium costs as may be required under State law.

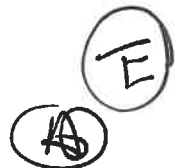
11.12 The PBA acknowledges that the public employer, City of Hackensack, may change the source of coverage for medical benefits to employees referenced in this article. Any such change in source of coverage shall result in equal or improved benefits.

11.13 Employees covered by this Agreement shall be permitted to opt-out of available insurances provided under this Article. In the event of an opt-out said opting-out Employee shall be provided a benefit of twenty-five percent (25%) of the cost of health coverage so waived to a maximum of Five Thousand Dollars (\$5,000.00) per year. In the event of a "life changing event" then the Employee shall be able to opt back into the system and all related coverage's and in such case would receive a proration of the amount above noted. There shall also be an open annual period where an Employee may opt-in or opt-out in the future.

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11.14 Any member not exempt from making contributions to healthcare pursuant to Chapter 78 and who retires during the term of this contract (January 1, 2019 through December 31, 2021) shall make annual, post-retirement Chapter 78 premium-sharing contributions as follows:

Family:	5% of monthly pension benefit
Husband/Wife:	3% of monthly pension benefit
Parent/Child:	3% of monthly pension benefit
Single:	1.5% of monthly pension benefit



ARTICLE 12
DENTAL PLAN

12.1 The City of Hackensack and the members of the PBA shall provide a dental benefit insurance program during the term of this Agreement sponsored by the dental insurance provider together with lifetime orthodontic coverage not to exceed Eight Hundred Dollars (\$800.00) per patient subject to the following conditions:

- a) The City shall pay the lesser of fifty percent (50%) of the enrollee's annual premium or One Hundred Fifty Dollars (\$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 annual enrollment dates, an Employee may voluntarily terminate 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.
- 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 hereinabove set forth shall continue for as long as the enrolled Employee continues to be employed by the City and received a bi-weekly paycheck.

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f) Once enrolled, the Employee may not voluntarily change his or her enrollment status (i.e., single, husband and wife, parent and child, family) unless the change is as a result of a bona fide status change (i.e., birth, marriage, death, divorce, adoption, emancipation of dependent child).

g) All enrollees shall pay their fair share of the monthly premium via payroll deductions, which shall be withheld and paid one month in advance of coverage.

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ARTICLE 13

AGENCY SHOP

13.1 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.

13.2 The City shall deduct Union dues in accordance with state statutes and federal law.

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ARTICLE 14
FUNERAL LEAVE

14.1 The City hereby agrees to provide six (6) calendar days off without loss of pay in the event of a death in the immediate family of the Employee's spouse, child or parent. In the event of a death in the immediate family of the Employee's brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law or sister-in-law, the Employee shall receive four (4) calendar days off without loss of pay. One (1) of the foregoing bereavement/funeral leave days shall be either the day of death or the day of the funeral, whichever the employee chooses. All such bereavement/funeral days must be taken consecutively.

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ARTICLE 15

EDUCATION

15.1 PBA members who voluntarily take college courses in Police Science related degree programs shall be reimbursed for the cost of tuitions upon successful course completion, up to the rate per credit charged by Bergen County Community College for the current academic year for substantially similar courses, however subject to the prior written approval by the Chief of Police before course commencement and subject to the maximum total accumulation limit of sixty-nine (69) credits. Tuition reimbursement shall be denied if the course requirements are not successfully completed or are in excess of the maximum total accumulation limit of sixty-nine (69) credits.

15.2 Effective January 1, 1997 there shall be added to and made a part of the remuneration of each member of the PBA, the sum of Ten Dollars (\$10.00) per annum for each college credit successfully completed towards an Associate Degree in Police Science at a recognized institution of higher learning subject to the following:

- (a) The maximum total accumulation of educational credits payable shall be sixty-nine (69).
- (b) An educational credit may be granted for Police related course of not less than forty (40) hours at an approved Police training facility with the prior approval of the Chief of Police.
- (c) The PBA member must request and receive the prior written approval of the Chief of Police before commencing his/her educational program or course in order to receive credit for same.
- (d) All college courses as well as other training activities must be completed on the member's own (personal) time, i.e. outside of working hours, to be eligible for this benefit.
- (e) A newly hired member shall be given credit for his/her educational credits earned prior to employment based upon a review and approval by the Chief of Police and the extent to which these credits are transferable toward an Associate's Degree at Bergen Community College, to a maximum of sixty-nine (69) credits.

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- (f) A PBA member who has earned a B.A. or B.S. Degree in Police Science shall receive a total maximum educational benefit of One Thousand Two Hundred Eighty Dollars (\$1,280.00) per annum effective upon the date of hire or on January 1 following receipt of the degree. There is no educational credit benefit between sixty-nine (69) credits and the B.A./B.S. Degree.
- (g) Remuneration for educational credits 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 Chief of Police of a proper certification of successful course completion.

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ARTICLE 16

GRIEVANCE AND ARBITRATION PROCEDURE

16.1 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.

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

16.3 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 PBA to proceed to the next step. Failure at any step of this procedure of the PBA 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.

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

16.5 Step One

The grievance shall first be discussed by the PBA with the grievant's immediate supervisor. The answer by the said supervisor shall be in writing and shall be rendered to the PBA within fifteen (15) calendar days of the close of the said discussion.

16.6 Step Two

If the grievance is not settled by Step One, within fifteen (15) calendar days of receipt of the answer at Step One, the grievance shall be reduced to writing by the PBA and submitted to the Police Chief, or any person designated by him, and the answer to such grievance by the said Police



Chief shall be in writing and shall be rendered to the PBA within fifteen (15) calendar days of submission.

16.7 Step Three

If the grievance is not settled at Step Two, the PBA shall have the right within fifteen (15) calendar days of the receipt of the answer at Step Two to submit such grievance to the City Manager for his consideration. A written answer by the said City Manager shall be rendered to the PBA within fifteen (15) calendar days of submission.

16.8 Step Four

If the grievance is not settled at Step Three, the PBA shall have the right within fifteen (15) calendar days of receipt of the answer at Step Three to file for arbitration with the New Jersey Public Employment Relations Commission. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Employment Relations Commission. The arbitrator shall have full power to hear the disputes 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.

16.9 Work Stoppage

Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the PBA agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeism's 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.

16.10 Service Provision



Grievances shall be filed by either party by electronic mail to an agreed-upon address, by hand-delivery, by facsimile to a pre-designated fax number, or by certified mail. Where grievances (or responses thereto) are filed by either party by certified mail, the postmark shall be considered the date on which the grievance (or response) is filed, but the date on which the certified return receipt is signed shall be deemed the date on which the time to respond or to take other appropriate action under this section commences.

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ARTICLE 17
MANAGEMENT RIGHTS

17.1 The City hereby retains the right to manage and control its Police Department facilities and in addition retains the right to direct the working force, hire, promote, transfer, and discipline or discharge Employees for just cause.

17.2 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 Police 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 Police Department in any situation whatsoever.

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ARTICLE 18

SEVERABILITY AND SAVINGS

18.1 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.

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ARTICLE 19
INJURY LEAVE

19.1 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, for (a) a maximum aggregate period of one (1) year commencing with the date of his injury, illness or disability; or (b) until such time as he has been accepted for retirement by the Police Pension System, whichever comes first. Any payments of temporary disability insurance by the City or its Workmen's Compensation Carrier shall be credited toward the full pay set forth above. If the illness continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave.

19.2 The City may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Police Department to examine the Employee.

AD E

ARTICLE 20

PERSONAL DAYS

20.1 Each January 1st the City shall provide each Employee covered by this agreement three (3) Personal Days. The Personal Days shall be granted to all members of the bargaining unit to be used within that calendar year.

20.2 These Personal Days shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Chief of Police. A Personal Day shall not be used on a legal holiday as defined by the State of New Jersey. This requirement may be waived by the Police Chief to facilitate manpower scheduling.

(AD) (E)

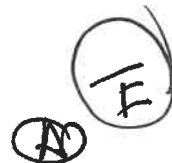
ARTICLE 21
PERSONNEL FILES

21.1 A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be use for evaluation purposes by the Police Chief or City Manager.

21.2 Upon advance notice and at reasonable times, any member of the Police Department may review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative at times mutually convenient. A representative of the Chief of Police shall be present for such review.

21.3 Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all known details of the complaint, including the identity of the complainant.

21.4 All personnel files will be carefully maintained and safeguarded permanently and nothing place in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.



ARTICLE 22

STATEMENT OF ACCUMULATION

22.1 Each Employee shall be supplied with a written certification from the City during each calendar year, which shall state the number of accumulated vacation days, sick days, personal day and any other time which is available to the Officer.

(A) (E)

ARTICLE 23

SPECIALIZED DIVISION INCREMENT

23.1 Personnel assigned to a Specialized Division (Detective, Narcotics, BCI, Youth, Training Bureau and "Traffic Investigation Officers") shall receive an annual increment payable bi-weekly, in base subject to pension but not subject to longevity, in the annual amount of Two Thousand Three Hundred Dollars (\$2,300.00).

(A) (E)

ARTICLE 24

INTERROGATION OF POLICE OFFICER

24.1 In an effort to insure that departmental investigations, when the Employee is subject to suspension or termination, are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- 1) The interrogation shall take place at a location designated by the Chief of Police, or the highest ranking officer.
- 2) The member of the force shall be informed of the nature of the investigation before any interrogation commences. When it is determined that an Officer is a target of an investigation, he shall be notified.
- 3) The questioning shall be reasonable in length.
- 4) No promise of reward shall be made as an inducement to answering questions.
- 5) At every stage of the proceedings, the Department shall afford an opportunity for a member of the force to have a PBA representative present.
- 6) Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.



ARTICLE 25

DUES - CHECK-OFF

25.1 Upon presentation to the City of a dues check-off card signed by individual Employees, the City will deduct from such Employees' biweekly salaries the amount set forth on said dues check-off authorization card. Thereafter, the City will, as soon as is practicable, forward a check in the amount of all dues withheld for this purpose to the PBA representative entitled to receive same. The said PBA representative shall be appointed by resolution of the PBA and certified to the City by the PBA. The PBA shall indemnify the Employer for any claims relating to the improper dues deduction through check-off.

(A) (E)

ARTICLE 26
BULLETIN BOARD

26.1 The City will supply one bulletin board for the use of the PBA to be placed in a conspicuous location.

26.2 The bulletin board shall be for the use of the PBA for the posting of notices and bulletins pertaining to PBA business and activities or matters dealing with the welfare of Employees.

26.3 No matter may be posted without receiving permission of the officially designated PBA representative.

26.4 The PBA shall be permitted to install a locked bulletin board.



ARTICLE 27

OFF DUTY POLICE ACTION

Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

27.1 Any proper and responsible action taken by a member of the force on his time off where the circumstances necessitated prompt police action which would have been taken by an Officer of active duty if present or available, shall be considered police action, and the Employee shall have all of the rights and benefits concerning such action as if it were then on active duty.

27.2 In all circumstances the Employee shall report such actions to the Officer in Charge at Police Headquarters at the desk.

ARTICLE 28
REPLACEMENTS

28.1 Special Law Enforcement Officers may be employed only to assist the local law enforcement unit but may not be employed to replace or substitute for full time regular Police Officers or in any way diminish the number of full time Officers.

(A) (E)

ARTICLE 29

SALARY

29.1 All members shall receive a two and one-half (2.5%) percent salary increase each calendar year for the years 2019, 2020 and 2021.

29.2 Any retroactive salary increases shall be paid within sixty (60) days of the joint ratification of the Memorandum of Agreement executed by the PBA on August 12, 2020 and executed by the City on August 13, 2020.

29.3 Effective January 1, 2021, all steps within the salary guide for any member shall be eliminated.

29.4 Beginning on January 1, 2021 and ending on December 31, 2025, the City shall adjust the salary for the rank of lieutenant on a yearly basis until the pay differential between the ranks of Sergeant, Lieutenant and Captain are equal.

RE

ARTICLE 30

OUTSIDE EMPLOYMENT

Subject only to the statutes of the State of New Jersey, the New Jersey Administrative Code, the City Handbook, New Jersey Attorney General guidelines, or applicable case law, no employee covered by this Agreement shall be restricted or impaired from seeking or maintaining any outside employment; however, the employee must notify the Chief of Police of such outside employment.

All work performed for outside contractors (i.e., non-city directed work) that is scheduled through the Police Department shall be paid at a negotiated rate codified in City ordinances.

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ARTICLE 31

OUT-OF-TITLE PAY

Whenever a member is assigned to work for more than fifteen (15) consecutive working days in a job capacity that is normally filled by a higher-ranked officer, that member shall be compensated at the rate for which the assigned superior officer would have been compensated for all time worked in excess of fifteen (15) consecutive work days, so long as the out-of-title assignment is authorized in advance by the City's designated Appropriate Authority.

~~40~~ (E)

ARTICLE 32

MATERNITY-PATERNITY LEAVE

Every member, regardless of sex, shall receive four (4) working days of leave with full pay for the birth or the adoption of a child, commencing the day after the birth or the adoption of a child.

(B) (E)

ARTICLE 33

DURATION

33.1 This Agreement shall have a term from January 1, 2019 through December 31, 2021, nunc pro tunc. If the parties have not executed a successor Agreement by December 31, 2021, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

33.2 Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

29.3 IN WITNESS WHEREOF, the parties hereto have caused to be signed by their respective presidents and secretaries, all on the day and year written.

ATTEST:


CITY CLERK MAYOR

CITY OF HACKENSACK




CITY MANAGER

ATTEST:

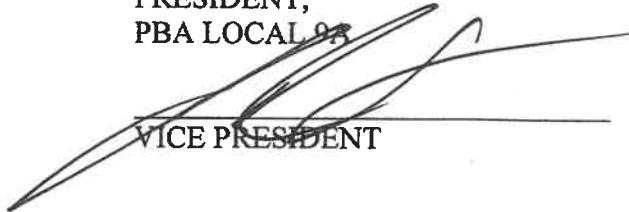


HACKENSACK
PBA LOCAL 9A
SUPERVISORY OFFICERS ASSOCIATION



PRESIDENT,
PBA LOCAL 9A

DATED: 10/15/2020


VICE PRESIDENT

Appendix A

BASE PAY (WITHOUT HOLIDAY PAY)
PROMOTED PRIOR TO 1/1/2014

	Existing 1/1/2018	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2021	
Captain	\$155,754	\$159,648	\$163,639	\$169,063	includes \$1,300 clothing allowance
Lieutenant	\$145,261	\$150,429	\$155,135	\$160,661	includes \$1,300 clothing allowance
Sergeant	\$142,264	\$145,821	\$149,467	\$153,203	

Appendix B

BASE PAY (WITHOUT HOLIDAY PAY)
PROMOTED AFTER TO 1/1/2014

	Existing 1/1/2018	Effective 1/1/2019	Effective 1/1/2020	Effective 1/1/2021	
Captain					
Step 2	\$155,754	\$159,648	\$163,639	\$169,063	includes \$1,300 clothing allowance
Step 1	\$154,603	\$158,468	\$162,430		

Lieutenant

Step 2	\$145,261	\$150,429	\$155,135	\$160,661	includes \$1,300 clothing allowance
Step 1	\$144,188	\$147,793	\$151,488		

Sergeant	\$142,264	\$145,821	\$149,467	\$153,203	
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(E)