



AGREEMENT BETWEEN

THE

CITY OF HACKENSACK

AND



HACKENSACK D.P.W./SANITATION EMPLOYEES

UNITED PUBLIC SERVICE EMPLOYEES UNION ("UPSEU")

FOR THE PERIOD

JANUARY 1, 2018 – DECEMBER 31, 2021

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PREAMBLE

THIS AGREEMENT ("Agreement") entered into this 27th day of APRIL, 2020, by and between the CITY OF HACKENSACK, New Jersey, and UNITED PUBLIC SERVICE EMPLOYEES UNION.

It is agreed as follows:

ARTICLE 1

GENERAL

1.1 The City of Hackensack, hereinafter referred to as the "City", and the United Public Service Employees Union, hereinafter referred to as the "Union", in order to increase general efficiency among City 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 City employees, hereby agree as follows:

1.2 The Union and its individual members 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 merit the respect and confidence of the general public.

ARTICLE 2

RECOGNITION/AGENCY SHOP

2.1 The City hereby recognizes that the Union is the sole and exclusive representative of all full time, non-seasonal employees of the Department of Public Works of the City, which includes blue collar workers employed by the City of Hackensack excluding supervisors (foreman and above) within the meaning of the Act, managerial executives,

police, confidential employees, craft and professionals and all other employees, for the purposes of bargaining with respect to wages, hours of work and working conditions.

2.2 The City, in accordance with the applicable State statutes and regulations, if any, shall deduct the dues of the Union and remit the sum so deducted to the Treasurer or Financial Secretary of the Union.

2.3 Representation Fee in Lieu of Dues: The City agrees that effective June 1, 1983, it will, in accordance with the provisions of N.J.S.A. 34:13A-5.51, deduct from the salaries paid to all non-member employees in the bargaining unit a fee of 85% of the dues paid by each member of the Union and shall remit the sum so deducted to the Treasurer or Financial Secretary of the Union. The provisions of this Paragraph shall not be retroactive nor applicable to part-time or seasonal employees.

ARTICLE 3

PERFORMANCE OF HIGHER DUTIES

3.1 Whenever an employee is appointed to the duties of a higher rated position on a provisional basis, subject to a New Jersey Department of Personnel examination, such an employee shall be paid the higher rate of pay during the period of time he holds the new position.

3.2 **ACTING D.P.W. SUPERVISOR:** Any member who shall be assigned as an Acting D.P.W. Supervisor and who shall serve in said acting capacity for one (1) full day shall receive an additional \$12 per day for each full day he serves in that acting capacity.

3.3(a) **CREW LEADER:** The Sanitation Superintendent, or his designee, shall assign one (1) employee to act as the “Crew Leader” on each collection crew assigned to a Garbage Collection Route, or Recycling Route in the Sanitation Department.

3.3(b) CREW LEADER DUTIES: The “Crew Leader” shall be the driver of the vehicle who shall be responsible, with the assistance of the crew members, for the vehicle’s daily inspection, cleaning and reporting of vehicle problems to the Sanitation Department. The “Crew Leader” shall be responsible for the completion of the route assignment and shall report to the Sanitation Superintendent when the entire assignment for each day has been satisfactorily completed.

3.3(c) CREW LEADER ASSIGNMENT: The assignment or replacement of a “Crew Leader” at any time shall be at the sole discretion of the Sanitation Superintendent.

3.3(d) CREW LEADER STIPEND (full time): Each employee so assigned as a full-time “Crew Leader” in the Sanitation Department shall receive an annual stipend of \$1,200, payable in December and pro-rata based upon the number of full months so assigned.

3.3(e) CREW LEADER STIPEND (temporary/reserve): Each employee so assigned as a temporary/reserve “Crew Leader” in the Sanitation Department shall receive a daily stipend of \$12.00 for each full day he acts as a “Crew Leader”, which stipend shall be payable in December.

3.4(a) SOLO COLLECTION OPERATOR: The Sanitation Superintendent shall assign one (1) employee to act as the “Solo Collection Operator” on each Front Loader Collection Route.

3.4(b) SOLO COLLECTION OPERATOR DUTIES: The “Solo Collection Operator” shall be the driver of the vehicle who shall be responsible for the vehicle’s daily inspection, cleaning and reporting of vehicle problems to the Sanitation Superintendent. The “Solo Collection Operator” shall be responsible for the

completion of the route assignment and shall report to the Sanitation Superintendent when the entire assignment for each day has been satisfactorily completed.

3.4(c) SOLO COLLECTION OPERATOR ASSIGNMENT: The assignment or replacement of a “Solo Collection Operator” at any time shall be at the sole discretion of the Sanitation Superintendent.

3.4(d) SOLO COLLECTION OPERATOR STIPEND (full-time): Each employee so assigned as a full-time “Solo Collection Operator” in the Sanitation Department shall receive an annual stipend of \$1,200, payable in December and pro-rata based upon the number of full months so assigned.

3.4(e) SOLO COLLECTION OPERATOR STIPEND (temporary/reserve): Each employee so assigned as a temporary/reserve “Solo Collection Operator” in the Sanitation Department shall receive a daily stipend of \$12.00 for each full day he acts as a “Solo Collection Operator”, which stipend shall be payable in December.

3.5(a) GROUP LEADER: The Public Works Superintendent may assign one or more employees to act as “Group Leaders” who shall be assigned various responsibilities, functions and/or activities in the Department of Public Works. The assignment or replacement of a “Group Leader” at any time shall be at the sole discretion of the Public Works Superintendent.

3.9 GROUP LEADER STIPEND: Each employee so assigned as a “Group Leader” in the Public Works Department shall receive an annual stipend of \$1,200, payable in December and pro-rata based upon the number of full months so assigned.

ARTICLE 4

WAGES

4.1 WAGES:

- a) Effective January 1, 2018, the minimum starting base annual salaries for all temporary employees (i.e., new full-time employees who have not yet worked six (6) months for the City's Department of Public Works) shall be based on an annual salary of \$30,000.00.
- b) After such temporary employee referenced in Article 4.1(a) hereinabove has achieved permanent status, such employee's base annual salary shall be that salary set forth in Step 1 on the Salary Guide attached hereto as Appendix B (the "Salary Guide").
- c) (i) Effective January 1, 2018, the base annual salary of an employee who is a permanent employee of the City's Department of Public Works as of said date and is not off the Salary Guide, shall be paid that amount set forth in that step on the Salary Guide, which is the next highest salary over the employee's salary as of December 31, 2017; provided, however, that the salary of such next step is at least 1.9% greater than such employee's base annual salary on December 31, 2017. In the event the salary of such next step is not at least 1.9% greater than such employee's base annual salary on December 31, 2017, such employee's salary shall be as set forth in Section 4.1(c)(ii) hereinbelow.

By way of example, if an employee had a base annual salary of \$37,924 as of December 31, 2017, he would be placed on Step 5 of the

Salary Guide as of January 1, 2018 with an annual base salary of \$39,084, insofar as the salary of \$39,084 is at least 1.9% higher than his prior salary of \$37,924.

(ii) In the event that the base annual salary of the next step on the Salary Guide is not at least 1.9% greater than an employee's base annual as of December 31, 2017, then such permanent employee's base annual salary as of January 1, 2018 shall be that amount set forth in that step on the Salary Guide which is one (1) step above that step which he/she would move under Section 4.1(c)(i) above if the salary increase was at least 1.9%.

By way of example, if an employee had a base annual salary of \$38,840 as of December 31, 2017, he would be placed on Step 6 of the Salary Guide as of January 1, 2018 with an annual base salary of \$40,569 insofar as the \$39,084 annual base salary at Step 5 is not at least 1.9% greater than his prior annual base salary of \$38,840.

d) The base annual salaries for all full-time, non-seasonal employees who are off the Salary Guide shall increase as follows:

2018	-	2.5%
2019	-	2.00%
2020	-	2.00%
2021	-	2.25%

e) The annual base salaries set forth in Section 4.1(a) to (d) hereinabove are reflected in the Salary Guide attached hereto as Appendix B.

- f) The City shall have the right to award merit increases based on performance, which shall be non-grievable.

4.2 HOLIDAY PICK-UP STIPEND: Sanitation employees assigned to a Garbage Collection Crew only (excluding Front Loader, Recycling and Automated Collection Crew) shall receive an annual stipend each December (pro-rata for new hires that year) as outlined below provided that all of the following conditions are met with respect to a collection made following a holiday not worked:

- a) Employee must work on the subsequent pick-up day for that route not collected due to a holiday which was not a scheduled work day. Failure to work on this subsequent pick-up day will result in a pro-rata reduction of this total stipend.
- b) Employees who, on the collection made following a holiday not worked, do not complete the collection route assignment in the eight (8) hour work day, and who work overtime hours pursuant to Article 17 herein, shall be charged with such overtime against the stipend set forth in Article 4.2 (c) unless such overtime is occasioned by abnormal conditions or circumstances such as shortage of manpower, equipment breakdown, or extreme weather conditions.
- c) This annual stipend of **\$325.00** is compensation for the additional work load which may be generated to complete the assignment. Scheduled vacation time shall not cause a reduction in this pro-rata benefit.

4.3 EMERGENCY OPERATORS – FRONT END LOADERS STIPEND

- a) The Superintendent of Public Works and/or the Superintendent of Sanitation shall certify and designate to the City Manager, annually, not more than eight (8) employees which may include Supervisors as Emergency Operators of the Front End Loaders (2 yd. bucket).
- b) The designated Emergency Operators may be assigned to operate the Front End Loaders during Leaf Collection, Snow Emergency or any other emergent or non-emergent situation as determined by either Superintendent.
- c) Each employee so certified and designated by the Superintendents shall receive an annual stipend, payable each December, in the amount of \$600.00 pro-rata based upon the number of full months so assigned in that calendar year.
- d) The designation or replacement of any operator shall be at the sole discretion of the Superintendents.

4.4 GARBAGE COLLECTION CREWS – MANNING STIPEND

- a) The City shall endeavor to assign to each Garbage Collection Crew one (1) driver and two (2) loaders.
- b) In those cases wherein a shortage of available manpower exists, a Garbage Collection Crew may be composed of one (1) driver and one (1) loader.
- c) In those cases noted above (Garbage Crew of one (1) driver and one (1) loader) the City shall endeavor to reassign employees from other Sanitation crews or functions to the Garbage Collection Crews.

- d) In those cases wherein additional manpower cannot be reassigned to a Garbage Crew and the crew composition is one (1) driver and one (1) loader, the City agrees to pay the one loader a daily stipend of \$30.00 if he has worked greater than three (3) hours loading the truck, exclusive of any time he was not loading or unable to load. This stipend shall be due and payable each December.

ARTICLE 5

CLOTHING AND TOOLS

5.1 CLOTHING:

- a) The City will provide work clothes for the members of the Union in accordance with past practices.
- b) Effective in 1995 and in addition to (a) above, the City will purchase one (1) winter jacket for each full-time, non-seasonal DPW employee and one (1) pair of winter coveralls for each full-time, non-seasonal Sanitation employee under the following conditions:
- 1) The design and color of the jackets and coveralls will be selected by the City.
 - 2) The employee must provide for the care and maintenance of the jacket and coveralls.
 - 3) The jacket and coveralls and all other clothing supplied by the City shall be considered a part of the work uniform and must be worn as appropriate and as directed by the City.

- 4) The employee must turn in his damaged jacket or coveralls to receive a replacement of same.
- 5) If the jacket or coveralls are lost or stolen, the employee must pay for the replacement.
- c) Failure to wear the work clothing as directed, or to properly care and maintain same will subject the employee to disciplinary action.

5.2 TOOLS:

- a) The City will pay to each Mechanic, who supplies the majority of the tools necessary for his daily function, an annual sum as shown below for tools and equipment replacement and for the wear and tear of the Mechanic's tools:

TOTAL ALLOWANCE

\$275 (PER YEAR)

Said payment shall be made in December and shall be pro-rata per month in those cases wherein an eligible Mechanic's employment is less than a full calendar year.

- b) Effective January 1, 2012, the City will pay to each Street Sweeper Operator a \$300 per year stipend for tools. Said payment shall be made in December and shall be pro-rata per month in those cases wherein a Street Sweeper Operator's employment is less than a full calendar year.

ARTICLE 6

EDUCATION

6.1 EDUCATION:

Education allowances for job related courses shall be permitted in any approved college, university or high school when approved in advance in writing by the Superintendent, which approval shall not be unreasonably withheld. For those employees taking high school courses, such courses shall be taken at Hackensack High School. Payment of tuition shall be made to the student upon successful completion of the course. Tuition payment shall be equivalent to the tuition charged by a community college. Successful completion shall be defined as either C or better in an A through F grade course or a "Pass" in a "Pass/Fail" course.

ARTICLE 7

INJURY LEAVE

7.1 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 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 maximum aggregate period of one year commencing with the date of such injury, or until such time as he has been accepted for retirement by the Public Employee 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.

7.2 Injury leave shall be granted provided the employee:

- a) Presents evidence that he 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.

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

7.4 All injury leaves shall terminate when the physician appointed by the City reports in writing that the employee is fit for duty.

7.5 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 duty and fails to do so.

7.6 In the event the employee contends that he 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 8

SICK/LEAVE/RETIREMENT LEAVE

8.1 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.

8.2 When an employee does not report for duty for a period of greater than three (3) days or totaling more than ten (10) days, in an eight (8) month period because of sickness, he shall show proof of his 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 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.

8.3 In order to receive compensation while absent on Sick Leave, the employee shall notify his supervisor within one (1) hour before the time set for him to begin his 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.

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

8.5 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 upon factual considerations.

8.6 Employees hired prior to January 1, 2009 shall be entitled to 75% of unused sick leave, not to exceed \$14,000 upon retirement after twenty-five (25) years of service, except in the case of disability retirement wherein a minimum number of years of service shall not be required. Employees hired on or after January 1, 2009 shall be entitled to 50% of unused sick leave, not to exceed \$10,000.

- a) For all employees, 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.

8.7 In the event an employee dies prior to retirement, without respect to years of service, the employee's estate shall receive the retirement leave benefit.

8.8 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 City physician, the employee is ill or disabled because of self-inflicted wounds, self-inflicted intoxication or the use of habit forming drugs.

- c) Sick leave shall not be allowed for such things as ordinary dental care or for non-medical professional services.
- d) More than three (3) consecutive days sick without a doctor's certification.
- e) More than ten (10) accumulated sick leave days in an eight (8) month period, without a doctor's certification.

ARTICLE 9 (a)

PRESCRIPTION PLAN
(Effective January 1, 2009)

A. Effective January 1, 2009:

- \$5.00 – generic co-pay
- \$10.00 – brand name co-pay (formulary)
- \$20.00 – brand name co-pay (non-formulary)
(30 day supply for each category)

B. Effective January 1, 2009

- \$10.00 – generic co-pay
- \$20.00 – brand name co-pay (formulary)
- \$30.00 – brand name co-pay (non-formulary)
(90 day mail order supply only)

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

9.2(a) Effective January 1, 2020 all employees shall be covered by a \$15/\$35/\$50 prescription plan.

Article 9(b) – Health Benefit Insurance Program

9.1(b) The health benefits insurance programs for all eligible Union members and eligible retirees* in effect as of January 1, 2018 shall remain in effect during the term of this Agreement, except as otherwise provided for in this Article.

*Eligible retiree shall be any Union member who has 25 years service credit with the City and has been accepted by the PERS as a retiree subsequent to January 1, 2004 and continues to receive benefits under Special, Ordinary Disability or

Accidental Disability Retirement. The 25-year service credit is waived for disability retirees.

9.2(b) Effective July 1, 2019, all new hires will be covered by the City 70/30 plan.

9.3(b) Effective January 1, 2020, all employees will be covered by the City's 70/30 plan.

9.4(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 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.

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

9.6(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.

9.7(b) The City shall repair eyeglasses when eyeglasses are damaged or broken in the course of employment for members of the Union.

9.8(b) The City and the Members of the Union shall provide a Dental Benefit Insurance Program during the term of this Agreement to a maximum of One Thousand Five Hundred (\$1,500.00) Dollars per year per patient together with orthodontic coverage not to exceed \$800 per patient 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 such 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.
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.

9.9(b) Each employee or retiree is responsible to notify the City Manager immediately 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

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

ARTICLE 10

FUNERAL LEAVE

10.1 In the event of a death occurring in the immediate family of a member of the Union, that member shall be granted three (3) calendar days off, without loss of pay, or loss of any of his accumulated sick leave.

10.2 Immediate family shall be defined to include spouse, children, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law or sister-in-law of the employee.

ARTICLE 11

GRIEVANCE AND ARBITRATION PROCEDURE

11.1 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.

11.2 A grievance must be initiated by the employee within ten (10) working days from the time the employee knew or should have known of its occurrence.

11.3 Failure at any step of this procedure of the employer or its representative to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of the Union 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.

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

STEP ONE:

11.5 The grievance shall be discussed by the employee involved and the Union representative with the immediate supervisor designated by the City. The answer by the said supervisor shall be in writing and shall be rendered to the Union within three (3) days of the close of the said discussion.

STEP TWO:

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

STEP THREE:

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

STEP FOUR:

11.8 If the grievance is not settled by Step Three, the individual employee or the Union shall have the right within five (5) working days of receipt of the answer at Step Three, to

pursue all legal remedies afforded by the provisions of the Civil Service Act and/or to submit such grievance to an arbitrator. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs, but the cost of the arbitrator shall be borne by the parties, based upon PERC filing date of the charge, according to the following:

<u>PARTY</u>	
Unsuccessful	70%
Successful	30%

The arbitrator shall hear only one (1) issue per arbitration. Furthermore, an arbitrator shall not hear any matters in which the primary jurisdiction is under the New Jersey State Civil Service Commissioner.

WORK STOPPAGES:

11.9 Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slow-down, 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 this City's facilities, so long as these procedures have not been violated.

11.10 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 12

STANDBY/RECALL

12.1 Standby:

All employees on official standby shall be paid \$10.00 daily regardless of whether they are called upon to perform their duties.

12.2 Recall:

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 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.

ARTICLE 13

VACATIONS

13.1 All employees shall be granted vacation leave based upon the following from date of hire:

<u>YEARS OF SERVICE BY 12/31</u>	<u>VACATION DAYS EARNED</u>
First Year	1 day per full month
1 Year	12 Work Days
3 Years	13 Work Days
5 Years	14 Work Days
10 Years	16 Work Days
15 Years	18 Work Days

20 Years	21 Work Days
25 Years	23 Work Days
30 Years	26 Work Days

13.2 Vacation leave must be earned before it can be taken. Vacation leave earned in one year shall be taken after January 1, of the next year.

13.3 All employees working on a forty-eight (48) hour week will receive two (2) additional vacation days.

13.4 When determining the amount of vacation leave to which employees whose scheduled work week is six (6) days shall be entitled, credit shall be given of an additional one-half day's pay per full week of vacation, in recognition of the time and one-half pay being received by those employees for work on Saturdays.

13.5 Persons having the greatest seniority shall be given first priority provided, however, that their requests have been filed on time and provided further that the honoring of such requests will not impair the ability of the City to properly operate during such requested vacation time.

13.6 One split per year only shall be permitted for a vacation period. Where extenuating circumstances prevail, a second split may be granted if requested in writing by the employee and approved in writing by the respective Superintendent.

13.7 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.

13.8 Vacation time accumulated is forfeited if at least seven (7) days notice of intention to terminate employment is not given in writing by the employee to the

respective Superintendent. All or part of this requirement may be waived by the City upon approval of the respective Superintendent and the City Manager.

ARTICLE 14

HOLIDAYS

14.1 The following days are recognized as paid holidays for the purpose of this agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Election Day/General November
July 4th	Christmas Day

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

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

14.4 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 as the result of leave permitted under the terms of this Agreement, he shall receive one day's pay only, which shall be for the one day of permitted leave. If said employee calls in sick on a holiday, he shall receive one (1) day's pay only, which shall be for the one sick day.

14.5 The City agrees to establish an annual Sanitation work schedule such that no less than seven (7) holidays are to be work days/collection days for the Garbage Collection Crews, the Container Collection Crews and the Recycling Collection Crews.

ARTICLE 15

PERSONAL DAY

15.1 Each January 1, one (1) personal day off with pay shall be granted to all employees covered by this Contract to be used within that calendar year.

15.2 This personal day shall be requested, in writing, 72 hours in advance and approved by the employee's department head.

15.3 This day shall not be used before or after a scheduled vacation period or a legal holiday as defined in this Contract.

15.4 A new employee must have a minimum of six (6) months service credit within the calendar year before he/she is eligible for this benefit for the same calendar year.

15.5 Temporary employees and part-time employees are not eligible for this benefit.

ARTICLE 16

OVERTIME PROVISIONS

16.1 For the purposes of this Article the work week shall commence on Sunday and terminate at Midnight on the subsequent Saturday.

16.2 Each employee shall be paid at the rate of time and one-half (1-1/2) for all work performed in excess of forty (40) hours per work week.

16.3 Subject to the provisions of Section 17.6, employees required to work on Saturday shall be paid at the total rate of time and one-half (1-1/2) provided however that they have worked a minimum of forty (40) hours in that work week.

16.4 Subject to the provisions of Section 17.6, employees required to work on Sunday shall be paid at the total rate of double time provided however that they have worked a minimum of forty (40) hours in that work week.

16.5 Subject to the provisions of Section 17.6, employees required to work on a holiday shall be paid the total rate of double time and one-half (2-1/2) for all hours work on that holiday provided however that they have worked a minimum of forty (40) hours in that work week.

16.6 For the purposes of computing premium time, absences due to the use of sick days, vacation days, holidays, personal day and funeral leave or other paid leave shall be considered as days worked.

ARTICLE 17

SAFETY

17.1 A member of the Union shall be appointed as a member of the Safety Committee of the City of Hackensack. The Union will submit five (5) names to the City Manager. The City Manager will then select one of the five to serve on the Safety Committee.

17.2 The City may issue safety/protective gear (i.e. eye or ear protection, breathing apparatus, back supports, etc.), which is to be used at all times or only when operating specific equipment as directed by the applicable Superintendent. Failure to properly utilize such gear will subject the employee and/or his supervisor to disciplinary action.

ARTICLE 18

MEMBERSHIP MEETINGS/SHOP STEWARDS

18.1 The City shall allow the Union one (1) hour of paid time six (6) times per calendar year for the conduct of membership meetings of the Union. Such meeting will

be held from 1:00 to 2:00 P.M. on selected Fridays, and the Union will give to the Superintendent of Public Works, five (5) days notice of such a meeting.

18.2 The Union shall designate, in writing, three (3) duly appointed/elected Union Shop Stewards who shall be given reasonable time to process grievances and conduct other Union business during the work day provided, however, that in conducting such business and in processing grievances same shall take place during times when such activity will not interrupt or interfere with the carrying on of normal activities.

ARTICLE 19

EMERGENCY LUNCH PAYMENT

19.1 The City shall pay to each employee the sum of \$4.50 to be used as lunch money when that employee is called back, after punching his time card out for that day, to work any time after his normal work day. Effective upon the ratification of this Agreement, the foregoing sum of \$4.50 shall be increased to \$10.00.

19.2 The City shall pay to each employee the sum of \$4.50 to be used as lunch money when that employee, who has not punched his time card out for that day, is asked and works not less than two (2) hours after his normal work day. Effective upon the ratification of this Agreement, the foregoing sum of \$4.50 shall be increased to \$10.00.

19.3 A second lunch payment shall be made at the end of the second full shift in the event that an employee is required to work two full shifts in any normal work day.

19.4 For the purpose of this contract an emergency shall be defined as an unforeseen combination of circumstances which calls for immediate action.

ARTICLE 20

MANAGEMENT RIGHTS

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

20.2 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 rules and regulations of the New Jersey Civil Service Commission and the Public Employment Relations 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, work and shift schedules including overtime assignments;
- d) to relieve employees from duties because of the lack of work or other legitimate reasons;
- e) to maintain the efficiency, means and personnel by which such operations are to be conducted.

ARTICLE 21

SENIORITY

21.1 The assignment of individuals covered by this Agreement shall be the sole prerogative of the City. Where all other factors are equal, in the opinion of the City, the assignment shall be given to the senior person.

21.2 Whenever, in the opinion of the City, the senior person is not sufficiently qualified to carry out the assignment, such assignment shall not be given to such person.

ARTICLE 22

TARDINESS

22.1 Each employee must punch his own time card daily or, in the absence of a time clock, notify a responsible individual of his/her starting time and quitting time to insure a permanent record and accurate payroll.

22.2 Each employee who reports to work after the designated starting time or departs from work prior to the designated quitting time shall be charged a fee equal to the "stand-by date rate" (see Article 13) for each quarter (1/4) hour or fraction thereafter that the employee is not at work.

22.3 This fee may be waived for just cause by the respective superintendent provided that both the employee's request for waiver and the superintendent's approval of same is in writing and forwarded to the party responsible for the payroll.

ARTICLE 23

SANITATION SYSTEM/HOURS OF DUTY FOR ALL EMPLOYEES

23.1 ASSIGNMENT:

Employees in the Sanitation Department assigned to garbage and recyclable collections and disposal shall collect and dispose of all household garbage, rubbish and other matter, and recyclable material, as directed by the Sanitation Superintendent. Said employees shall work on such collection schedules, districts and crews as may be from time to time determined by the Sanitation Superintendent to be in the best interests of the City of Hackensack.

23.2 HOURS OF DUTY:

1. (a) Effective upon the full execution of this Agreement, all employees, except those assigned to the Sanitation Department, shall work an eight (8) hour day, 40 hour work week, which shall commence at 7:00 A.M. and end at 3:00 P.M. daily, with a one half (1/2) hour paid lunch break. Employees scheduled to work the evening shift will work from 3 PM to 11 PM, unless otherwise specified by the Department head. All employees will be granted a 15-minute break during their eight-hour workday.

(b) Effective October 7, 2019, employees in the Sanitation Department will work on a Task Assignment basis, provided however that (i) all tasks for each day must be completed and (ii) all employees must leave for the day at the same time.

(c) The provisions of Article 23.2(a) and Article 23.2(b) shall be on a trial basis only and shall terminate upon the expiration of the term of this Agreement. Upon such termination, such provisions shall be revisited as part of the negotiations for the successor agreement.

(d) Notwithstanding anything in this Agreement to the contrary, the City Manager shall have right to discontinue the provisions of Article 23.2(a) and/or Article 23.2(b) if, in his sole discretion, same affects the services being provided.

23.3 MANPOWER:

a) The City shall make an effort to employ additional part-time, seasonal personnel during the summer when the greatest number of Sanitation

employees will be on vacations. It is understood that these part-time, seasonal personnel shall be non-contractual employees.

ARTICLE 24

CDL LICENSE

24.1 In accordance with Federal Regulations, all employees who are required or may be assigned to operate a City vehicle covered by said regulations, must secure a **CDL License**. Failure to comply with this Federal Regulation may result in disciplinary action, loss of pay, demotion and/or reassignment.

24.2 Upon successful completion and securing the **CDL License**, the City shall reimburse each employee for the application/test and **CDL License** fee only once.

24.3 Effective January 1, 2018, upon successful completion and securing of a CDL License, the employee will advance one step on the Salary Guide. If the employee is off-the-guide, they will receive the same % increase as the off-the-guide employees for that year.

24.4 Effective January 1, 2018, the starting salary for Truck Drivers shall be the greater of (a) \$37,653 or (b) that step on the Salary Guide which is one step higher than their salary as of December 31, 2017.

ARTICLE 25

LEAVE OF ABSENCE

25.1 The City Manager may at his sole discretion and without right of appeal by employee grant permanent employees a leave of absent without pay for a period not to exceed one (1) year. A leave may be extended beyond one (1) year for exceptional

circumstances upon request of the City Manager and written approval of the New Jersey Department of Personnel.

25.2 An employee shall not accrue credit for vacation days, sick days, longevity pay, holiday pay, annual stipends or any other allowances, during a leave of absence without pay or during a suspension.

25.3 A leave of absence shall not disqualify an applicant for a promotional examination.

25.4 Prior to commencing the Leave of Absence, an employee is responsible to discuss with his/her department head the status of his/her medical, dental and/or disability insurance and pension while on a Leave of Absence.

ARTICLE 26

Negotiating Team Size

26.1 During the first two (2) negotiating sessions the City shall permit up to eight (8) members of the bargaining unit to attend during working hours.

26.2 At all subsequent negotiating sessions the City shall permit up to four (4) members of the bargaining unit to attend during working hours.

ARTICLE 27

DURATION

27.1 This collective bargaining Agreement shall be effective for the period from January 1, 2018 through December 31, 2021.

27.2 This Agreement contains the entire understanding of the parties and full and final settlement of all wage and economic demands raised by the Union in the course of the

negotiations. It may be modified or amended only by written supplement thereto executed by the parties hereto.

ARTICLE 28

CONFLICT WITH STATUTORY REQUIREMENTS

28.1 Any provisions of this Agreement in conflict with any statute or regulation of any State commission or authority, including but not limited to the New Jersey Department of Personnel and the Public Employment Relations Commission, shall be deemed null and void.

ARTICLE 29


WINTER OPERATIONS

- 29.1** a) The City as a matter of practice identifies its' responsibility to maintain the conditions of our roadways and the safety of those roads for residents and/or persons who travel said roads. To achieve this goal of safety and maintain the condition of our roadways during ice and snow conditions the City must have staff to facilitate this priority. The City has identified the term "Winter Operations." This term is meant to designate the 6 month period of time (November 1st to April 30th) all Department of Public Works employees are subject to call out in accordance with the following provisions:
- i. There shall be established two groups of employees, each consisting of 20 employees maximum who shall be subject to call out for a 2 week period. During such 2 week period, one group (A) shall be designated as primary and one group (B) shall be designated as secondary. During the following two week period, the two groups shall reverse their designations.
 - ii. Employees on the primary list, who are called out for work during the winter operations, may secure a substitute employee from the secondary list.
 - iii. The City shall first seek to fill out the primary/secondary lists by securing volunteers. In the event the sufficient volunteers are not secured, the list shall be filled out in reverse seniority order. The City shall attempt to generate the primary/secondary lists no later than Sept. 30th of each calendar year.

iv. The City reserves the right to call out ALL available employees in emergency situations.

30.1 IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

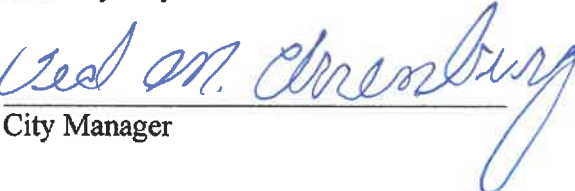
CITY OF HACKENSACK


MAYOR

DATE: 5/19/2020


Attest by City Clerk

DATE: 5/19/2020



City Manager

DATE: 5/13/2020


Witness

DATE: 5/13/2020

UNITED PUBLIC SERVICE EMPLOYEES UNION


KENNETH ROYER
President

DATE: 4/27/2020


Michele Bartolomeo

DATE: 4/29/2020



DATE: 5/13/2020

DATE: _____

DATE: _____

Witness

APPENDIX A – DPW/SAN

All full-time, non-seasonal employees covered by this Agreement (both Sanitation and Public Works Departments) shall receive increases to their prior base salaries in accordance with the following:

1. Effective January 1, 2018, all employees shall be placed on the Salary Guide attached hereto as Appendix B, in accordance with Section 4.1 of this Agreement.
2. Effective January 1, 2018, all employees off the Salary Guide shall receive a 2.50% increase to base salary.
3. Effective January 1, 2019, all employees off the Salary Guide shall receive a 2.0% increase to base salary.
4. Effective January 1, 2020, all employees off the Salary Guide shall receive a 2.00% increase to base salary.
5. Effective January 1, 2021, all employees off the Salary Guide shall receive a 2.25% increase to base salary.
6. All the increases referenced in this Appendix A shall be retroactive, when applicable, to the foregoing dates set forth in this Appendix A.
7. The City will institute mandatory safety courses, of which the employees must attend/pass two (2) safety courses/year; if they do so, they will receive \$550 for the following year (e.g., attend/pass two (2) safety courses in 2018 and receive \$550 in 2019) for the years 2018, 2019, 202 and 2021. However, the parties will assume that all eligible employees (as defined above for eligibility as to the 2019 pay raise) achieved the necessary requirements to receive the \$550.00 payment for 2018.
8. All stipends in effect as of December 31, 2017 shall remain in effect for the duration of this Agreement, and will be revisited for possible elimination during the negotiations for the successor Agreement.

SALARY GUIDE

APPENDIX – B

UNION/CITY – MOU

All Categories 2018 2019 2020 2021
All Employees

Off-Guide	2.50%	2.00%	2.00%	2.25%
15	\$56,751	\$56,751	\$56,751	\$56,751
14	\$54,673	\$54,673	\$54,673	\$54,673
13	\$52,672	\$52,672	\$52,672	\$52,672
12	\$50,744	\$50,744	\$50,744	\$50,744
11	\$48,886	\$48,886	\$48,886	\$48,886
10	\$47,096	\$47,096	\$47,096	\$47,096
9	\$45,372	\$45,372	\$45,372	\$45,372
8	\$43,711	\$43,711	\$43,711	\$43,711
7	\$42,111	\$42,111	\$42,111	\$42,111
6	\$40,569	\$40,569	\$40,569	\$40,569
5	\$39,084	\$39,084	\$39,084	\$39,084
4	\$37,653	\$37,653	\$37,653	\$37,653
3	\$36,275	\$36,275	\$36,275	\$36,275
2	\$34,947	\$34,947	\$34,947	\$34,947
1	\$33,668	\$33,668	\$33,668	\$33,668
Starting	\$30,000	\$30,000	\$30,000	\$30,000