

<b>Council Member</b>	<b>Intro</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Recused</b>
Von Rudenburg		X	X				
Deputy Mayor Canestrino	X		X				
Deputy Mayor Sims						X	
Battaglia			X				
Mayor Labrosse			X				

**CITY OF HACKENSACK**

**RESOLUTION NO. 03-21**

**RESOLUTION ADOPTING THE AGREEMENT BETWEEN THE CITY OF HACKENSACK AND HACKENSACK PROFESSIONAL FIRE FIGHTERS IAFF LOCAL 2081, AFL-CIO, CLC FOR THE PERIOD JANUARY 1, 2018 - DECEMBER 31, 2022**

**WHEREAS**, the Agreement between the City of Hackensack (“Hackensack”) and Hackensack Professional Fire Fighters IAFF Local 2081, AFL-CIO, CLC (the “Union”) expired on December 31, 2017; and

**WHEREAS**, Hackensack and the Union have engaged in ongoing negotiations to discuss and agree upon the terms and provisions of a successor Agreement; and

**WHEREAS**, Hackensack and the Union have agreed upon the terms of a successor Agreement for the term January 1, 2018 through December 31, 2022;

**WHEREAS**, Hackensack wishes to memorialize its approval of the terms and provisions of the successor Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hackensack that the Agreement as between the City of Hackensack and Hackensack Professional Fire Fighters IAFF Local 2081, AFL-CIO, CLC for the period of January 1, 2018 through December 31, 2022, the terms of which are incorporated by reference herein, be and hereby is **APPROVED**; and

**BE IT FURTHER RESOLVED** that the City Manager, the Chief Financial Officer, the City Attorney, and the City Labor Counsel are authorized to take all appropriate actions so as to implement this Resolution.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK HELD ON JANUARY 5, 2021**

  
 \_\_\_\_\_  
**DEBORAH KARLSSON, CITY CLERK**

**MEMORANDUM OF AGREEMENT**

**WHEREAS**, the City of Hackensack (the "City") and Hackensack Professional Fire Fighters IAFF Local 2081, AFL-CIO, CLC (the "Union") are parties to a Collective Bargaining Agreement ("CBA") for the period January 1, 2018 through December 31, 2022 (the "Agreement"); and

**WHEREAS**, the City and the Union wish to enter into this Memorandum of Agreement ("MOA") for the limited purpose of modifying Article 11.4 of the CBA during the period January 1, 2022 through December 31, 2022 (the "Trial Period"); and

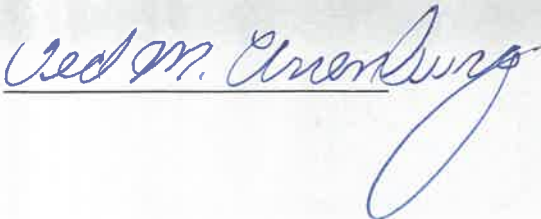
**WHEREAS**, it is the intention of the City and the Union that all terms of the CBA shall remain unchanged and unmodified except as set forth in this MOA during the Trial Period;

**NOW THEREFORE**, it is on this \_\_\_ of December, 2020 agreed by and between the City and the Union as follows:

1. The terms of this MOA shall become effective only upon execution of the CBA by both the City and the Union.
2. The terms of this MOA shall be effective only during the Trial Period.
3. All terms of the CBA shall remain unchanged and unmodified except as set forth in this MOA during the Trial Period.
4. During the Trial Period, Members of the Fire Department covered by the CBA shall be permitted to bank any and all unused vacation time, which time shall be used during calendar year 2022, subject to the provisions of Article 11.4.

City of Hackensack

Hackensack Professional Fire Fighters  
IAFF Local 2081, AFL-CIO, CLC

By: 

By: 

AGREEMENT BETWEEN  
THE  
CITY OF HACKENSACK



AND  
HACKENSACK PROFESSIONAL FIRE FIGHTERS  
IAFF LOCAL 2081, AFL-CIO, CLC  
FOR THE PERIOD  
JANUARY 1, 2018 THROUGH DECEMBER 31, 2022

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**PREAMBLE**

THIS AGREEMENT entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF HACKENSACK, New Jersey, hereinafter referred to as the “City” and the HACKENSACK PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL NO. 2081, AFL-CIO, CLC hereinafter referred to as the “Union”.

**ARTICLE 1 – GENERAL/PUBLIC EMPLOYEES**

**1.1 GENERAL**

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

**1.2 PUBLIC EMPLOYEES**

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

**ARTICLE 2 – RECOGNITION**

2.1 The City of Hackensack hereby recognizes the Hackensack Professional Fire Fighters, IAFF Local No. 2081, AFL-CIO, CLC, as the sole and exclusive representative of all Fire Fighters employed by the City excluding craft employees, police officers, office clericals, fire superiors, supervisors within the meaning of the Act, managerial executives, officers and all others.

**ARTICLE 3 – PROBATION PERIOD**

3.1 All Employees shall serve a probationary period of twelve (12) months as mandated under N.J.S.A. 11:12-1 and 11:22-6 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.

#### **ARTICLE 4 – SENIORITY LIST**

4.1 The Fire Chief's Office shall establish a "Seniority List" on an annual basis employing Department of Personnel guidelines to determine seniority via date of hire or date of appointment.

#### **ARTICLE 5 – VACANCIES AND PROMOTIONS**

5.1 A Table of Organization shall be established as a part of this Agreement. This Table of Organization shall list all vacancies for Fire Fighter positions. An appointment list for Fire Fighters shall always be available. All vacancies, when they occur, shall be dealt with according to the Rules and Regulations of the New Jersey Department of Personnel.

#### **ARTICLE 6 – SALARIES**

6.1 The base salaries for Employees covered by this Agreement shall be set forth in Appendices A, A-1 and A-2. Effective January 1, 2016 and thereafter a new step designated as 5A shall be thereafter effective for Step progression. For Employees hired on or after January 1, 2019, the salary guide set forth in Appendix A-2 shall apply and be effective for Step progression. During calendar year 2015 only there shall be no Step Movement on the Fire Fighter Salary Guide. Thereafter normal Step Movement shall continue per prior practice.

6.2 **Fire Prevention/Information Management:** Each Fire Fighter so assigned shall receive an additional One Thousand Five Hundred Dollars (\$1,500) per annum stipend over his stated annual salary, which shall be included in his pension base effective January 1, 2007. A pro rata salary adjustment based upon months of service, shall be granted to Fire Fighters assigned to Fire Prevention or Information Management during the year.



**6.3 Senior Officer Differential:** Each Employee, upon completion of the number of years set forth below shall be entitled to a total Senior Officer Differential in the amount also set forth below: (nonaccumulative, maximum of \$1,000.)

At the commencement of the 24<sup>th</sup> year of service - \$500.00.

At the commencement of the 25<sup>th</sup> year of service - \$1,000.00.

Said payments shall be added to the base annual salary for pension purposes, but shall not be subject to longevity.

### **ARTICLE 7 – LONGEVITY**

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

**7.2** All unit members hired after April 15, 1985, (effective date of 1985-86 contract execution) will receive two percent (2%) longevity pay for every four (4) years of service. The longevity pay

for unit members hired before April 15, 1985, will remain as set forth in **Article 7.1**. There will be no maximum limitation on longevity pay for any unit member regardless of hiring date.

**7.3** Effective January 1, 2002, longevity shall be eliminated for new hires or interdepartmental transfers to the bargaining unit. The longevity pay for unit members hired before January 1, 2002, will remain as set forth in **Articles 7.1** and **7.2**.

**ARTICLE 8 – CLOTHING AND ALLOWANCE**

**8.1** Association members, excluding those assigned to Fire Prevention or Information Management, shall be entitled to an annual clothing allowance for the upkeep and cleaning of their uniforms, associated clothing and Class A uniforms as follows: for the years 2018 and 2019 - Three Hundred Fifty Dollars (\$350.00); for the year 2020 – Four Hundred Dollars (\$400.00); for the year 2021 – Four Hundred Fifty Dollars (\$450.00); and for the year 2022 – Five Hundred Dollars (\$500.00).

**8.2** Association members assigned to Fire Prevention or Information Management shall be entitled to an annual clothing allowance for the upkeep and cleaning of their uniforms and associated clothing as follows: for the years 2018 and 2019 Three Hundred Fifty Dollars (\$350.00); for the year 2020 – Four Hundred Dollars (\$400.00); for the year 2021 – Four Hundred Fifty Dollars (\$450.00); and for the year 2022 – Five Hundred Dollars (\$500.00).

**8.3** Said clothing allowances shall be payable in December of said contract year. A pro rata clothing allowance, based upon months of service, shall be granted when a Fire Fighter serves for less than a full calendar year.

**8.4** Association members shall be responsible for the proper maintenance of all uniforms and associated clothing. Clothing shall not be used by the Employees except during the performance

of their assigned departmental duties or while off duty and attending the funeral of another Fire Fighter or Police Officer within the State of New Jersey.

8.5 The repair, maintenance and replacement cost of the Employee's beeper and charger shall be considered as part of the clothing allowance, as specified in **Article 36**.

8.6 Fire Fighters shall not be required to wear their Class A uniform to and from work, or at roll call except when assigned to Fire Prevention and Information Management, wherein they shall wear their Class A uniform when performing said assignments.

8.7 Effective January 1, 1994, each member of the unit, except those assigned to Fire Prevention or Information Management, shall receive an initial issue of uniforms and associated clothing as shown below, which will be repaired or replaced by the City, by voucher system. The specifications and supplier to be mutually agreed upon.

<u>QTY</u>	<u>DESCRIPTION</u>
2	F/R Golf Shirts (warm weather use)
3	Nomex Uniform Shirts
3	Nomex Uniform Pants
2	F/R Sweat Shirts

All associated patches and embroidery.

#### **ARTICLE 9 – EDUCATION**

9.1 Members of the bargaining unit taking courses in Fire Science shall be reimbursed for the cost of tuition, when approved in advance in writing by the Fire Chief; however, such reimbursement shall not exceed total tuition cost, less any and all reimbursements received by or available to the Employee by another agency, institution or government. The total lifetime

accumulation of allowable credits shall not exceed the maximum allowable as per the schedule in 9.5. Such approval will not be unreasonably withheld. Whatever sums of money are to be allotted for taking Fire Science courses are subject to agreement between the Fire Chief and the Employee prior to any commitment.

9.2 The taking of any such course requirements shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not successfully completed or are in excess of the maximum allowable as per the schedule in 9.5.

9.3 The City hereby agrees to pay by voucher each January, the sum of Ten Dollars (\$10.00) per annum for each college credit successfully completed toward an Associate Degree in Fire Science at a recognized institution of higher learning; however, not in excess of the maximum allowable as per 9.5. Any courses less than forty (40) hours in instruction will not be approved. Payment will be based upon the number of credits successfully completed as of December 31 of the preceding year. Such additional payment shall be paid notwithstanding the maximum salary heretofore provided and upon presentation to the Fire Chief of a proper certification of successful course completion.

9.4 The maximum allowable credit limit for which members shall receive reimbursement for approved courses in Fire Science shall be in accordance with the following schedule:

MAXIMUM ALLOWABLE CREDITS  
67 Credits

9.5 The City agrees that a member directed to attend the Police and Fire Academy for the purpose of completing a course entitled "Fire Fighter No. 1", shall receive credit for the hours spent in this class while not on duty. At the discretion of the Fire Chief, credit for these hours spent in class while not on duty, shall be given to the member either as compensatory time on an

hour for hour basis, or paid to the member at straight time. There will be no reduction for time spent in class while on duty.

**9.6** A pro rata adjustment shall be made to the education allowance in cases wherein an Employee did not work for a full twelve (12) months in a calendar year exclusive of paid leave time.

#### **ARTICLE 10 – HOURS OF DUTY**

**10.1** Except as provided for herein, members of the Association employed by the City shall work a twenty-four (24) hour tour, i.e. twenty-four (24) hours on duty followed by seventy-two (72) hours off duty.

- a) Each twenty-four (24) hour tour shall commence at 0800 hours.
- b) No member of the Association subject to this Agreement shall, except in emergency situations or as required to complete active firefighting duties, work, whether by assignment or by action or consent of the individual Employee, consecutive twenty-four (24) hour periods without at least twelve (12) hours off.
- c) The twenty-four (24) hours tour schedule shall not apply to members of the Association who are assigned to Fire Prevention, Information Management, or other Special Duty Assignments.
- d) The parties affirm that the terms of this Agreement do not violate the Fair Labor Standards Act (“FLSA”).
- e) Unless otherwise excepted, wherever reference is made in the Collective Bargaining Agreement to the word “day”, such word, when applied to any and all time periods during which the twenty-four (24) hour tour schedule is in force and effect, shall be deemed the equivalent of one-half of a twenty-four (24) hour tour (i.e., twelve (12) hours).

**10.2** The special duty personnel assigned to Fire Prevention or Information Management shall not be governed by **Article 10.1**. Their hours shall be regulated by the Fire Chief. The revised work schedule for all members assigned to Fire Prevention or Information Management shall be

established by the Fire Chief and shall consist of work tours of ten (10) hours not to exceed fort-two (42) hours in an eight (8) week cycle.

**10.3** The Fire Chief may require special duty personnel to occasionally and on a temporary basis work a modified schedule for periods not to exceed two (2) weeks.

**10.4** Fire Fighters may self-relieve their counterparts up to one-half (½) hour prior to the commencement of the next tour of duty without the execution of an Approved Leave Form unless such relief is precluded by or would, in the opinion of the Chief or his designee, hamper the official business of the Fire Department.

**10.5** Members recalled to duty within one (1) hour of their official start of duty time shall be compensated at the time and one-half (1½) rate of pay for only the amount of time actually worked until their official start of duty time.

#### **ARTICLE 11 – VACATIONS**

**11.1** Vacation leave must be earned before it can be taken. Vacation leave earned in one year shall be credited to the Employee on the first of the month following the Employee’s anniversary date as per past practice. Vacation leave shall be earned in accordance with the following schedule:

<u>YEARS OF SERVICE COMPLETED</u>	<u>VACATION DAYS EARNED</u>	
	<u>Staff Vacation Hours</u>	
Less than 1	Prorated	
1 – 4	12	144 Hours
5 – 9	13	156 Hours
10 – 14	18	216 Hours
15 – 19	20	240 Hours
20 +	22	264 Hours

**11.1(a)** On written notice to the Chief, a Fire Fighter may convert one-half (½) day of vacation time to comp time, at the time of vacation selection.

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

11.3 If a Fire Fighter dies while actively employed, his estate shall receive payment for his pro rata earned vacation benefit as outline above.

11.4 Fire Fighters may bank five (5) vacation days (i.e. sixty (60) hours) to be used in the next calendar year.

11.5 The City hereby agrees to grant four (4) days (i.e., forty eight (48) hours) of paid leave when a member of the bargaining unit marries.

#### **ARTICLE 12 – HOLIDAYS**

12.1 Effective January 1, 2009 the entire holiday benefit 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.

12.2 Fire Fighters assigned to Fire Prevention or Information Management:

- a) Are not required to work on recognized Holidays except in emergencies, and
- b) Shall receive an annual stipend each December (pro rata) based on months actively serving equal to the "Holiday Pay" benefit for other Fire Fighters, which stipend shall be recognized as guaranteed prepaid overtime. It is understood that this stipend shall cover the first eighty-eight (88) additional hours of duty beyond the normal schedule on a yearly basis. Overtime shall not accrue until after forty-two (42) hours in a workweek.
- c) The following days are recognized as Holidays for the purpose of this Article:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday

Labor Day  
Columbus Day  
Veteran's Day

Washington's Birthday  
Good Friday  
Memorial Day  
July 4<sup>th</sup>

Thanksgiving Day  
Friday After Thanksgiving  
Election Day/General/November  
Christmas Day

- d) If any Holidays fall on a Sunday, the Monday after shall be considered and recognized as the Holiday for the purposes of this Article.
- e) If any Holidays fall on a Saturday, the Friday before shall be considered and recognized as the Holiday for the purposes of this Article.

**12.3** The value of each holiday shall be computed at 1/260 of the member's aggregate annual salary. Annual salary shall include base salary, longevity, and Fire Prevention.

### **ARTICLE 13 – INJURY LEAVE**

**13.1** Whenever an Employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty he shall be entitled to Injury Leave for a maximum aggregate period of one (1) year commencing with the date of such injury, illness or disability; or until such time as he has been accepted for retirement by the Firemen's Pension System. Any payments of temporary disability insurance by the City or its Workers' Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated Sick Leave.

**13.2** All injury Leaves shall terminate when the physician appointed by the City gives a full medical report as to the Employee's physical condition and his fitness for duty.

**13.3** An Employee will be removed from Injury Leave and charged Sick Leave:

- a) If the Employee fails to report for a scheduled physician's appointment without good cause and without having first attempted to reschedule the appointment.
- b) If in the opinion of the physician the Employee is able to return to light duty, if available, and fails to do so.



13.4 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 14 – SICK LEAVE**

14.1 Sick Leave entitlement for all full-time Employees shall be one (1) day per month in the first calendar year of employment. After the first calendar year of employment, all full-time Employees shall, at the beginning of each calendar year in anticipation of continued employment, be credited with fifteen (15) working days of Sick Leave entitlement. All Sick Leave entitlement is to be used for non-occupational injuries, illnesses or for the care for a reasonable period of time, of a seriously ill member of the Employee's immediate family. One twenty-four (24) hour tour of duty shall be equal to two (2) twelve (12) hour sick days.

14.2 When an Employee does not report for duty for a period of greater than one (1) twenty-four (24) hour tour because of sickness, he shall show proof of his inability to work by submitting to the Employee's supervisor 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.

14.3 An Employee reporting on Sick Leave shall notify the supervisor on duty one (1) hour before the time set for him to begin his daily schedule; failure to comply may result in disciplinary action. An Employee who is absent for five (5) consecutive days or more and does not notify his

Department Head on any of the first five (5) days, will be subject to dismissal in accordance with the New Jersey Department of Personnel rules. (See N.J.A.C. 4A:2-6.2b).

### **ARTICLE 15 – RETIREMENT**

**15.1** Upon retirement after twenty-five (25) years of service in the Fire Department of the City, or upon a disability retirement, a Fire Fighter shall receive as terminal leave, one hundred percent (100%) of salary of the accumulated Sick Leave. There shall be no limitation on the maximum payment.

**15.1(a)** All unit members hired after April 15, 1985, (effective date of 1985-86 contract execution) upon retirement after twenty-five (25) years of service in the Fire Department of the City, or upon a disability retirement, shall be paid seventy-five percent (75%) of their accumulated Sick Leave, not to exceed fifty percent (50%) of their final annual salary as defined in **15.3** below.

**15.2** If a Fire Fighter dies while actively employed, his estate shall receive the Retirement Leave benefit outlined above

**15.3** On retirement, pursuant to the provisions of the contract, the accumulated Sick Leave payment shall be computed at 1/260<sup>th</sup> of the final annual salary. For purposes of computation, annual salary shall be base salary, including Holiday pay, plus Longevity Pay, plus Fire Prevention Specialist pay, if applicable, plus Senior Officer pay, if applicable.

**15.4** 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.

**15.5** The City of Hackensack may, at its sole discretion, buy back a portion of the accrued unused sick days of any Employee who meets **all** of the following criteria:

- a) 25 years or more of creditable service in his/her respective pension
- b) Age 55 or older
- c) 100 or more accrued unused sick days
- d) Hired before April 15, 1985

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

15.7 The Employee shall have the right to refuse the decision of the City to buy back a portion of his/her Sick Days.

15.8 The provisions of 15.1 and 15.4 shall not be applicable to Employees hired from and after the date of April 15, 1985.

15.9 For the purposes of computing the required twenty-five (25) years of creditable service in the Hackensack Fire Department, such creditable years shall include all years of military service time purchased back under P.F.R.S. Regulations.

#### **ARTICLE 16—HEALTH BENEFITS INSURANCE PROGRAM/PRESCRIPTION PLAN**

16.1 The health benefits insurance program for all eligible Union members and eligible retirees<sup>1</sup> in effect as of January 1, 2018 shall remain in effect during the term of this Agreement, except as provided for in this Article.

16.2 From and after January 1, 2020, Union members shall be covered by 15/35/50 prescription plan.

16.3 All Union members hired after January 1, 2019 shall be covered by a 70/30 plan.

16.4 On and after January 1, 2021, all Union members shall be covered by a 70/30 plan.

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<sup>1</sup> Eligible retiree shall be any Union member who has 25 years' service credit with the City and has been accepted by the PFRS as a retiree subsequent to January 1, 2002 and continues to receive benefits under Special, Ordinary, or Accidental Disability Retirement. The 25 year service credit is waived for disability retirees.

**16.5** A retiree who:

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

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

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

**16.7** All retirees (retired after January 1, 2002) and eligible dependents who are Medicare eligible must provide both Medicare Part A and Part B coverages to be eligible for coverages 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.

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

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent

6. Adoption
7. 65<sup>th</sup> Birthday

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

**16.9** For all Union members who retire on or after January 1, 2018, the Chapter 78 contributions of said members shall be frozen at the Tier 4 rate in effect on the date of such member's retirement. Any such member shall have the ability, during open enrollment periods, between the date of their retirement and their reaching the age of 65, to change their health benefit insurance program. Upon reaching the age of 65, said member will make Chapter 78 contributions based upon the lower secondary plan rate.

#### **ARTICLE 17 – DENTAL INSURANCE**

**17.1** The City and the members of the Local shall provide a Dental Benefit Insurance Program during the term of this Agreement sponsored by Delta Dental Insurance, or an approved equal, together with orthodontic coverage not to exceed Eight Hundred Dollars (\$800.00) per year 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 Employees) 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 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.
- 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 share of the monthly premium via payroll deductions that shall be withheld and paid one month in advance of coverage.

#### **ARTICLE 18 – FUNERAL LEAVE**

**18.1** Two (2) twenty-four (24) hour tours of duty in the event of a death occurring in the immediate family (spouse, child, stepchild, parent, stepparent, brother, sister, grandparents or grandchildren). Members assigned to Fire Prevention or Information Management shall receive four (4) working days off.

**18.2** One (1) twenty-four (24) hour tour of duty for mother-in-law, father-in-law, brother-in-law or sister-in-law. Members assigned to Fire Prevention or Information Management shall receive two (2) working days off.

**18.3** All funeral leave must be used within eight (8) days of the funeral.

**18.4** An Employee may use Sick Leave to expand his Funeral Leave with the prior permission of the Chief or his designee.

#### **ARTICLE 19 – PERSONAL DAY**

**19.1** Each January 1, one (1) twenty-four (24) hour tour of duty off with pay shall be granted to all members of the bargaining unit be used within that calendar year. Members assigned to Fire Prevention or Information Management shall be granted two (2) Personal Days.

19.2 This Personal Day shall be requested in writing seventy-two (72) hours in advance and approved by the Fire Chief; subject to staffing requirements as fixed by the Chief and present policy that no more than one (1) Employee per shift shall be out on a Personal Day.

19.3 A first year Fire Fighter shall be eligible for this benefit only upon completion of the probationary period.

#### **ARTICLE 20 – RECALL – FAILURE TO ANSWER**

20.1 Response time for men on recall platoon shall be one and one-half (1 ½) minutes for each mile he resides from Fire Headquarters. All men shall be allotted a minimum of thirty (30) minutes from notifications, as set forth below, to respond.

20.2 Men on recall platoon who leave their residence shall be allotted the same time to respond as they would have been entitled to if they remained at their residence.

20.3 Notification shall mean activation of beeper paging system. Personal notification or attempted notification at a telephone number provided to the Department by the Fire Fighter for recall purposes shall be in accordance with Article 36.

#### **ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE**

21.1 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 the Agreement.

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

21.3 Failure at any step of this procedure of the Employer or its representative to communicate the decision on a grievance within the specified time limits shall permit the Employee to proceed to the next step. Failure at any step of this procedure of the Employee to appeal a grievance to the

next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

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

**STEP ONE:**

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

**STEP TWO:**

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

**STEP THREE:**

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

**STEP FOUR:**

If the grievance is not settled by Step Three, the individual Employee shall have the right within five (5) working days of receipt of the answer at Step Three to pursue all legal remedies



afforded by the provisions of the Civil Service Act or to submit such Grievance to an Arbitrator. The Arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The Arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on all parties. The Arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall share equally in the cost for the Arbitrator. The Employee shall have the right to be represented by the Association or a representative of his own choosing at all steps of this procedure, except Step One.

#### **21.5 WORK STOPPAGE**

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

#### **ARTICLE 22 – WORKING RULES**

**22.1** This Agreement is not to conflict with the Rules and Regulations governing the City or specifications of the Department of Personnel. New Jersey Department of Personnel specifications shall prevail for all positions.

#### **ARTICLE 23 – LABOR REQUIREMENTS**

**23.1** As covered in the Rules and Regulations of the City Fire Department.

## **ARTICLE 24 – PROTECTION OF PROPERTY AND EQUIPMENT**

24.1 It shall be the responsibility of any Employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its place of storage in accordance with the Fire Department Rules and Regulations of the City.

## **ARTICLE 24A – MANAGEMENT RIGHTS**

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

## **ARTICLE 25 – MINIMUM MANNING**

25.1 Whenever possible, two (2) Fire Fighters and one (1) Officer shall be assigned to a fire engine or fire truck in response to an alarm. It is expressly understood that the City shall retain the right to close a fire station; however, this shall not be done in such a way as to subterfuge any other portions of the Agreement.

## **ARTICLE 26 – DUES DEDUCTIONS/AGENCY SHOP**

26.1 The City shall deduct Union dues in accordance with State Statutes.

26.2 Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employees previously employed within the unit who do not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to

eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments, provided however, that in no event shall any such change exceed eighty-five percent (85%) of the regular Union membership dues, fees and assessments nor shall any such change be contrary to any provision contained in State Statute. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employee in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer.

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

#### **ARTICLE 27 – OUT OF TITLE WORK**

**27.1** Members who work out of title as a Fire Lieutenant Step 2 shall be paid at the higher rate on an hour for hour basis if they work in the higher title for a minimum of four (4) hours. Payment will be adjusted to the nearest half-hour (1/2) worked, commencing with the first hour worked.

**27.2** In the event of a long illness or injury herein defined as causing absence from work for more than four (4) consecutive workdays, the City shall be permitted thereafter to utilize a second Acting Lieutenant to fill the vacant position without resorting to rank for rank replacement for the balance of the absence.

**27.3** The parties agree to review this **Acting Out of Title Provision** annually.

## **ARTICLE 28 – RECALL**

**28.1** When recalled, Fire Fighters shall be guaranteed a minimum of two (2) hours work at the time and one-half (1 ½) rate. The Chief can require any individual to work during this time.

**28.2** In lieu of a disciplinary action for failure to report for recall, the Union and its members agree that a moral obligation exists to provide additional manpower in time of emergency and do hereby pledge to adhere to a department-wide “general recall” whereby a tone alert is transmitted to all members who are in turn morally obligated to call in to satisfy same.

**28.3** Notification shall mean activation of beeper paging system. Personal notification at a telephone number provided to the Department by the Fire Fighter for recall purposes shall be accordance with **Article 36**.

## **ARTICLE 29 – OVERTIME AND COMPENSATORY TIME**

**29.1** Overtime, which shall be defined as hours in excess of the regularly assigned hours, shall be compensated at the time and one-half (1 ½) rate. Such hours shall be computed to the nearest quarter (1/4) hour and shall become applicable only after the first quarter (1/4) hour of work.

**29.2** Members, with prior approval of the Fire Chief, may elect to receive compensatory time off in lieu of overtime payment. Such compensatory time shall be granted equal to that of the applicable overtime rate of pay, *i.e.*, one (1) hour of overtime equals one and one-half (1 ½) hours compensatory time off. Such compensation shall apply to all duties, assignments and details within the scope of work performed by unit members.

## **ARTICLE 30 – DUTIES**

**30.1** The duties of a Fire Fighter are as follows: During an assigned tour of duty, answers fire alarms and assists in extinguishing fires, performs the necessary tasks involved in the cleaning and maintaining of fire equipment, apparatus and building; does related work as required and such other duties as permitted by Civil Service Law. The parties expressly agree that this provision shall not be subject to the grievance procedure, except as otherwise set forth in this Agreement, and any question concerning the interpretation of this provision shall be subject to review only by the Civil Service Commission.

**30.2** Fire Fighters may be assigned to regular public safety fire and safety patrol that would include, but not by way of limitation, the following:

1. Fire Prevention Investigations
2. Smoke Investigations
3. Fire Zone Violations
4. Elevator Calls
5. Sprinkler Alarm Calls
6. Bomb Investigations
7. Public Building Inspection (Movie Theaters and Similar Establishments)
8. Answer all Fire Calls in Designated Areas
9. Hazards of all other types to be reported to:  
Department of Public Works  
Police  
Building  
Health
10. Ambulance (in accordance with N.J.A.C.)

**30.3** The City hereby agrees that if the Police and Fire Pension does not cover Fire Fighters for the duties provided for in this provision, then the City shall assume such obligation but on the same terms as would otherwise have been available from the Police and Fire Pension Program.

**ARTICLE 31 – MANAGEMENT RIGHTS**

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

**31.2** The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following:

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

**ARTICLE 32 – UNION ACTIVITIES**

**32.1** The Association’s President or his designated representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, inclusive of binding arbitration. The President and negotiating committee shall be given time off with pay for collective bargaining meetings, inclusive of interest arbitration.

**32.2** The Fire Department shall permit membership meetings of the Union, monthly, with the prior approval of the Fire Chief. Members at the outlying station shall be permitted to attend, weather permitting. Union meetings shall be rescheduled if they conflict with a Fire Department

emergency, training program or weather condition. At the beginning of each year, the Union shall advise the Fire Chief of tentative meeting dates schedule for that year.

**32.3** Employees covered by this Agreement shall be permitted to wear, while in quarters and on duty, a tee shirt or sweatshirt that bears a printed Union logo. Roll call is excluded.

**32.4** The Union President and the Executive Delegate shall be given time off with pay for attendance at the Bi-Annual IAFF National Convention, the Annual IAFF State Convention and the monthly IAFF State Association Meetings. The Union Representative must notify the Fire Chief in writing seven (7) days in advance of the scheduled meeting to facilitate proper manpower planning. The Fire Chief may require proof of attendance from the Representative. The Executive Delegate attendance is subject to approval by the Fire Chief, but shall be reasonably granted to the extent that such approval does not incur overtime.

### **ARTICLE 33 – OUT OF JOB – DESCRIPTION WORK**

**33.1** Fire Fighters shall not be compelled to perform out-of-job description work at the firehouse.

### **ARTICLE 34 – PERSONNEL FILES**

**34.1** 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 the Fire Department and may be used for evaluation purposes by the Fire Chief or City Manager.

**34.2** Upon advance notice at reasonable time, any member of the Fire Department may review his personnel file. However, this appointment for review must be made through the Chief of the Fire Department or his designated representative at times mutually convenient.

**34.3** Whenever a written complaint concerning a member 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

if he so desires, and he shall be permitted to place such 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.

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

**34.5** The City agrees that the Employee shall be notified in the event that any materials are added to or deleted from his personnel file. This provision shall not apply to any documents provided by the Employee.

#### **ARTICLE 35 – MISCELLANEOUS**

**35.1** The City recognizes that the Union and the City are equal partners and have equal rights in the collective bargaining process; the City agrees not to discriminate against anyone because of its activities on behalf of the Union.

**35.2** Mutual Aid – Members of a Fire Company assigned to mutual aid fire suppression duty (firefighting) outside City limits shall at all times be under the supervision of a Hackensack Fire Officer.

**35.3** Injury or Death Benefits per N.J.S.A. 40A:15-156.3 as follows: If any member of a police force or fire department and force or volunteer fire company summoned pursuant to an agreement to render assistance suffers injury or death in the performance of his duties, he or his designee or legal representative shall be entitled to such salary, pension rights, workmen's compensation or other benefits as would have accrued if such injury or death had occurred in the performance of duties in the territorial jurisdiction in which the duties were normally performed.



## **ARTICLE 36 – BEEPER SYSTEM**

**36.1** The City shall continue its practice of supplying each new unit member, except Fire Prevention, with a new beeper and charger for Recall.

**36.2** The Employee shall be responsible for the cost of repair, maintenance and replacement of this equipment that shall be their property.

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

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

**36.5** All members on the Recall platoon shall be responsible to tone-test their beepers to insure that each beeper is receiving a transmission from Fire Headquarters, which test signal will be transmitted daily at 1200 and 1900 hours.

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

**36.7** At the sole option of the Fire Chief, the recall/beeper system may be discontinued in favor of another notification system of the Fire Chief's choosing, in which case, the entirety of this Article shall be null and void and of no force or effect.

### **ARTICLE 37 – SHIFT EXCHANGE-MUTUAL**

**37.1** All shift changes shall be subject to the approval of the Chief, which shall not be unreasonably withheld.

**37.2** Under normal circumstances, requests for shift exchanges shall be made at least seventy-two (72) hours in advance.

### **ARTICLE 38 – LEAVE OF ABSENCE**

**38.1** The City Manager may grant permanent Employees a leave of absence 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.

**38.2** 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.

**38.3** 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 39 – DURATION**

**39.1** Except as this Agreement shall otherwise provide, it shall become effective upon passage by the City Council of the City of Hackensack and shall commence January 1, 2018 and continue in effect until December 31, 2022. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

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

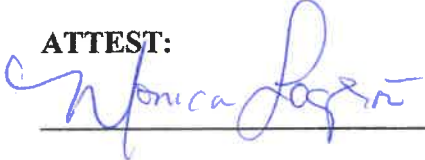
39.3 The parties agree that the Union shall be supplied with a reasonable number of copies of this Agreement.

**HACKENSACK FIRE FIGHTERS  
ASSOCIATION LOCAL 2081,  
A.F.L. – C.I.O. – C.L.C.**

  
\_\_\_\_\_  
**PRESIDENT**

  
\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_

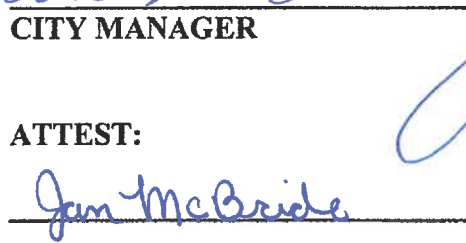
**ATTEST:**  
  
\_\_\_\_\_

**CITY OF HACKENSACK**

  
\_\_\_\_\_  
**MAYOR**

  
\_\_\_\_\_  
**ATTEST: CITY CLERK**

  
\_\_\_\_\_  
**CITY MANAGER**

**ATTEST:**  
  
\_\_\_\_\_

**APPENDIX A**

**EMPLOYEES HIRED BEFORE MAY 13, 2015**

**BASE SALARIES**

	Effective 01/01/2018	Effective 01/01/2019	Effective 01/01/2020	Effective 01/01/2021	Effective 01/01/2022
6	113,696	115,970	118,870	121,841	124,887
5a	101,126	101,126	101,126	101,126	101,126
5	91,891	91,891	91,891	91,891	91,891
4	76,654	76,654	76,654	76,654	76,654
3	61,425	61,425	61,425	61,425	61,425
2	46,197	46,197	46,197	46,197	46,197
1	30,961	30,961	30,961	30,961	30,961

**APPENDIX A-1**

EMPLOYEES HIRED AFTER MAY 13, 2015

	Effective 01/01/2018	Effective 01/01/2019	Effective 01/01/2020	Effective 01/01/2021	Effective 01/01/2022
9	113,696	115,970	118,870	121,841	124,887
8	101,401	101,401	101,401	101,401	101,401
7	91,338	91,338	91,338	91,338	91,338
6	81,275	81,275	81,275	81,275	81,275
5	71,212	71,212	71,212	71,212	71,212
4	61,150	61,150	61,150	61,150	61,150
3	51,086	51,086	51,086	51,086	51,086
2	41,023	41,023	41,023	41,023	41,023
1	30,961	30,961	30,961	30,961	30,961

**APPENDIX A-2**

EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2019

	Effective 01/01/2019	Effective 01/01/2020	Effective 01/01/2021	Effective 01/01/2022
12	115,970	118,869	121,841	124,887
11	108,241	108,241	108,241	108,241
10	100,513	100,513	100,513	100,513
9	92,785	92,785	92,785	92,785
8	85,057	85,057	85,057	85,057
7	77,329	77,329	77,329	77,329
6	69,601	69,601	69,601	69,601
5	61,873	61,873	61,873	61,873
4	54,145	54,145	54,145	54,145
3	46,417	46,417	46,417	46,417
2	38,689	38,689	38,689	38,689
1	30,961	30,961	30,961	30,961