

236

Clerk

Taylor O'Brien

From: Deborah Karlsson
Sent: Wednesday, March 3, 2021 8:31 AM
To: Allison Saabye; Taylor O'Brien
Subject: FW: OPRA request - Police Contract

RECEIVED
CLERK'S OFFICE
2021 MAR -3 A 8:57
CITY OF HACKENSACK

-----Original Message-----

From: David Tortora <opra+request-20788-6af054e5@requests.opramachine.com>
Sent: Tuesday, March 2, 2021 7:41 PM
To: Deborah Karlsson <dkarlsson@hackensack.org>
Subject: OPRA request - Police Contract

Dear Hackensack City,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

I am respectfully requesting a copy of the most recent and/or current contract agreement including but not limited to any Memorandum(s) of Understanding (MOU) or Memorandum(s) of Agreement (MOA) between the City of Hackensack and the Hackensack Police PBA Local 9.

Yours faithfully,

David Tortora

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-20788-6af054e5@requests.opramachine.com

Is dkarlsson@hackensack.org the wrong address for OPRA requests to Hackensack City? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=hackensack_city

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/police_contract_2

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

due 3/12/21



DEBORAH KARLSSON, RMC
CITY CLERK

ALLISON R. SAABYE, RMC
DEPUTY CITY CLERK

CITY OF HACKENSACK

OPEN PUBLIC RECORDS REQUEST RESPONSE

City Clerk's Office
65 Central Avenue, 3rd Floor
Hackensack, NJ 07601
(201)-646-3940
Fax: (201) 457-1466

DATE: March 3, 2021

TO: David Tortora

The City of Hackensack ("City") records custodian received your Open Public Records Act ("OPRA") request on March 3, 2021. As such, the seven business day deadline to respond to your request is March 12, 2021. This response is therefore being timely submitted in accordance with New Jersey law. See N.J.S.A. 47:1A-5.

RECORDS RESPONSE: Most recent Memorandum of Agreement (MOA) for 2021-2025 between the City of Hackensack and Hackensack Police PBA Local #9

Your OPRA request is now deemed answered and closed.

Thank you for your attention to this matter.

Date: March 3, 2021 City Clerk: Deborah Karlsson, RMC

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement memorializes the agreement between the City of Hackensack and the New Jersey State Policemen's Benevolent Association, Local #9, for a new collective bargaining agreement. Except as set forth in this Memorandum of Agreement, no other modifications shall be made to the prior Agreement covering the period January 1, 2016 to December 31, 2020.

1. Term: Five Year Deal January 1, 2021 to December 31, 2025.
2. Raises: The top salary step in each guide shall be increased effective on the following dates:

a. January 1, 2021 2.75%

b. January 1, 2022 2.75%

c. January 1, 2023 2.75%

d. January 1, 2024 2.75%

e. January 1, 2025 2.75%

These adjustments have been made in the salary guides shown in Paragraphs 10, 11, and 12 of this Agreement.

3. The parties agree to the modify Article 11 in accordance with the following agreements:
 - a. Effective January 1, 2022, active employees may be enrolled in the 70/30 health benefits plan (Plan 20). This will not impact the benefits provided to employees who retired prior to this collective bargaining agreement.
 - b. Employees retiring on or after January 1, 2021 and on or before December 31, 2021 will continue to be enrolled in the benefit plans currently covering active employees (Plan 11).
 - c. Employees retiring on or after January 1, 2021 and on or before December 31, 2021 will contribute during the course of the employee's retirement at the following levels:
 - i. Family: 5% of member's retirement allowance
 - ii. Husband/Wife: 3% of member's retirement allowance
 - iii. Parent/Child 3% of member's retirement allowance

- iv. Single: 1.5% of member's retirement allowance
- d. Employees retiring on or after January 1, 2022, shall contribute to benefits in retirement at the actual contribution dollar amount that the employee was contributing immediately prior to the employee's retirement date. To the extent that the employee increases coverage levels by adding dependents, that amount will be adjusted utilizing the percentage contribution rate in effect at the time of the employee's retirement. If the employee reduces coverage by selecting a lower cost plan option, reducing dependent(s) or becoming eligible for Medicare based secondary coverage, the employee will contribute towards those benefits at the percentage rate that was applicable to the employee at the time of the employee's retirement.

To the extent state law/legislation amends public employee contribution requirements to an amount below the amount established by this agreement, employee contributions will be adjusted to that lower amount at the point that any new law becomes effective.

- e. Active employees who elect to receive benefits from the City shall continue to contribute towards those benefits in accordance with P.L. 2011, Chapter 78.
- 4. Article 20 shall be modified to provide for 3 personal days after the completion of 12 months of service effective January 1, 2022. Employees shall be permitted to take personal days on 72 hours-notice. The notice period may be waived by the Chief of Police in emergent circumstances or otherwise if manpower permits.
 - 5. The parties will adopt the 12 hour work schedule in accord with the side Memorandum of Understanding dated January 27, 2021. The terms of the Memorandum of Understanding shall supersede all conflicting terms in the collective bargaining agreement. Employees not assigned to the 12 Hour work schedule shall not be required to work on recognized holidays except in emergencies and shall continue to receive 13 paid holidays.
 - 6. Article 10 shall be modified to memorialize that all employees may choose to receive compensatory time at a time and one-half rate for overtime hours worked on behalf of the City of Hackensack rather than pay at the employee's option. This option will not apply to details for outside employers. Employees may accumulate up to 480 hours of compensatory time. Compensatory time accumulated may be used on a scheduled day of work with 2 hours' notice, manpower permitting. Minimum overtime payment or compensatory shall be

in half hour blocks (i.e., 0 to 30 minutes of overtime will be 30 minutes, 31 to 59 minutes shall be 60 minutes of overtime/compensatory time). Article 10 shall be modified to reflect that all hours worked outside of regularly scheduled hours shall be compensated as overtime at time and one-half rate (for example: hours beyond the scheduled tour; school, range, court)

7. Effective January 1, 2021, Clothing Allowance shall be increased to \$1,000.00. Effective January 1, 2022, Clothing Allowance (as a separate payment) shall be eliminated from the Agreement and each step of the salary schedule effective January 1, 2022 shall be increased by \$1,350.00. The addition to base salary reflecting the Clothing allowance shall be made prior to the application of the January 1, 2022 base salary increase for the top step and this change is incorporated in the step guides shown in paragraphs 10, 11 and 12 of this Memorandum of Agreement.
8. Members selected to work as Field Training Officers will attend and successfully complete an approved course. The member shall receive a Field Training Officer annual stipend for any year in which the member works at least one shift as a Field Training Officer. The Field Training Officer stipend will be paid in lump sum in the first payroll period in December of each year. The annual stipends will be:

a. 2021	\$300
b. 2022	\$400
c. 2023	\$500
d. 2024	\$500
e. 2025	\$500
9. Each member, regardless of sex, shall receive four working days of leave with full pay for the birth or adoption of a child, commencing the day after the birth or adoption of a child.
10. Effective and retroactive to January 1, 2021, salary guide A will be merged into Salary guide B with former Guide A employees placed at Step 9 and former Guide B Employees not at top step remaining in guide based on their service time. All employees not at top step will move forward one step on the employee's anniversary date based on the following steps:

APPENDIX-A

(hired on or before December 31, 2018)

	2021	2022	2023	2024	2025
Step					
9	\$129,598	\$134,549	\$138,249	\$142,051	\$145,957
8	\$108,181	\$109,531	\$109,531	\$109,531	\$109,531
7	\$97,525	\$98,875	\$98,875	\$98,875	\$98,875
6	\$86,869	\$88,219	\$88,219	\$88,219	\$88,219
5	\$76,213	\$77,563	\$77,563	\$77,563	\$77,563
4	\$65,557	\$66,907	\$66,907	\$66,907	\$66,907
3	\$54,901	\$56,251	\$56,251	\$56,251	\$56,251
2	\$44,245	\$45,595	\$45,595	\$45,595	\$45,595
1	\$33,589	\$34,939	\$34,939	\$34,939	\$34,939

11. Effective and retroactive to January 1, 2021, Salary Guide C will be redenominated Salary Guide B. All employees not at top step will move forward one step as of their anniversary date based on the following steps:

APPENDIX – B

(hired on or after January 1, 2019 and on or before December 31, 2020)

	2021	2022	2023	2024	2025
Step					
13	\$129,598	\$134,549	\$138,249	\$142,051	\$145,957
12a	\$121,485	\$122,835	\$122,835	\$122,835	\$122,835
12	\$113,372	\$114,722	\$114,722	\$114,722	\$114,722
11	\$106,116	\$107,466	\$107,466	\$107,466	\$107,466
10	\$98,866	\$100,216	\$100,216	\$100,216	\$100,216
9	\$91,913	\$93,263	\$93,263	\$93,263	\$93,263
8	\$84,360	\$85,710	\$85,710	\$85,710	\$85,710
7	\$77,107	\$78,457	\$78,457	\$78,457	\$78,457
6	\$69,854	\$71,204	\$71,204	\$71,204	\$71,204
5	\$62,601	\$63,951	\$63,951	\$63,951	\$63,951
4	\$55,348	\$56,698	\$56,698	\$56,698	\$56,698
3	\$48,095	\$49,445	\$49,445	\$49,445	\$49,445
2	\$40,842	\$42,192	\$42,192	\$42,192	\$42,192
1	\$33,589	\$34,939	\$34,939	\$34,939	\$34,939

12. Effective and retroactive to January 1, 2021, all employees hired on or after January 1, 2021 will be on Salary Guide C. All employees not at top step will move forward one step as of their anniversary date based on the following steps:

APPENDIX – C

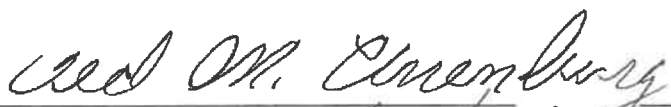
(hired on or after January 1, 2021)

	2021	2022	2023	2024	2025
Step					
13	\$129,598	\$134,549	\$138,249	\$142,051	\$145,957
12	\$122,201	\$123,551	\$123,551	\$123,551	\$123,551
11	\$114,805	\$116,155	\$116,155	\$116,155	\$116,155
10	\$107,409	\$108,759	\$108,759	\$108,759	\$108,759
9	\$100,012	\$101,362	\$101,362	\$101,362	\$101,362
8	\$92,616	\$93,966	\$93,966	\$93,966	\$93,966
7	\$85,220	\$86,570	\$86,570	\$86,570	\$86,570
6	\$77,824	\$79,174	\$79,174	\$79,174	\$79,174
5	\$70,427	\$71,777	\$71,777	\$71,777	\$71,777
4	\$63,031	\$64,381	\$64,381	\$64,381	\$64,381
3	\$55,635	\$56,985	\$56,985	\$56,985	\$56,985
2	\$48,238	\$49,588	\$49,588	\$49,588	\$49,588
1	\$40,842	\$42,192	\$42,192	\$42,192	\$42,192

All proposals not covered herein are deemed withdrawn. All provisions of the prior collective bargaining agreement not modified herein and in the Memorandum of Understanding shall be carried forward. This Memorandum of Agreement is subject to ratification by the City Council and the membership of the New Jersey State Policemen's Benevolent Association, Local #9. The signatories agree to recommend this Memorandum of Agreement for ratification by their respective constituencies. If ratified, the Memorandum of Agreement will be utilized to create a new collective bargaining agreement which shall be executed by the parties.

DATED:

DATED:


City of Hackensack 1/29/21


NJ State PBA, Local #9 1/29/21