

AGREEMENT

Between

CITY OF BRIGANTINE

and

AFSCME NEW JERSEY COUNCIL 63

January 1, 2020 through December 31, 2023

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LABOR AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2021 by and between the AFSCME Council 63, hereinafter referred to as "Union", City of Brigantine hereinafter referred to as "Employer". This contract incorporates all agreements between the parties concerning all matters pertaining to rates of pay, wages, hours of work and mandatory negotiable terms and conditions of employment.

Further, this agreement will provide guidance for an orderly and peaceful means of resolving any misunderstandings or differences which may arise.

ARTICLE 1
RECOGNITION

The City recognizes AFSCME NJ as the exclusive bargaining representative for all full-time employees, including but not limited to the following:

1. All regular full-time employees of the City of Brigantine, including, but not limited to, employees in the titles of :Comptroller, Construction Official, Court Administrator, Deputy Court Administrator, Supervisor Water & Sewer Utility, Supervisor Public Works, Tax & Utility Collector, Deputy Tax & Utility Collector, Tax Assessor, Deputy Tax Assessor, Recreation Director,, Assistant Recreation Director, and Recreation Supervisor.
2. Excluded: Managerial executives and confidential employees within the meaning of the Act; seasonal employees, Police Employees, part-time employees, temporary employees, Superintendent of Public Works, City Engineer, Administrative Assistant; employees in other negotiations units; and all other employees of the City of Brigantine.
3. The title "employee" shall be defined to include all AFSCME employees, the plural as well as the singular and to include males and females. The term "full-time employee" refers to an employee who is normally scheduled to work thirty-five (35), forty (40), or more hours per week.

Article 2

Bulletin Board

The Employer agrees to allow the Union to provide a bulletin board in a place approved by the City Manager where employees report to work. Postings by the Union on the bulletin board are to be confined to official business of the Union. *The employer reserves the right with prior notice to the Union to remove anything from the bulletin board which is not directly related to the union business or is obscene. Political campaigning on a bulletin board is not Union Business.*

Article 3

Probationary Period

A. The introductory period for new employees shall be a minimum of twelve (12) months in length. At the end of the first six (6) months, an interim evaluation of the employee's performance shall be performed. Following the completion of the twelve (12) month period, a performance evaluation shall be conducted. At that point, the City Administrator shall recommend extension of the introductory period, dismissal of the employee, or release of the employee from the introductory status.

ARTICLE 4

GRIEVANCE PROCEDURE AND ARBITRATION

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed to limit the right of any employee with a grievance to discuss the matter informally with an appropriate member of the City. The employee reserves the right to have a shop steward present, if desired. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constituted a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in

its entirety unless any step is waived by mutual consent.

Step One: The parties shall institute written action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Immediate Supervisor or designee for the purpose of resolving the matter informally. The written grievance or e-mail at this step shall contain the relevant facts and the applicable section of this contract is violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance. Failure to initiate grievance process in writing by the Union within the five (5) calendar days shall constitute an abandonment of the grievance.

Step Two: If the Union wishes to appeal the decision of the Immediate Supervisor, such appeal shall be presented in writing or e-mail to the City Manager and designee within seven (7) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The City Manager or designee shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission. {Such decision shall be final and binding.}

Step Three: If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

1. *the parties direct the arbitrator to decide as a preliminary question whether he has jurisdiction to hear and decide the matter in dispute.*

D. *The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding*

E. *Upon prior notice and authorization of the City Manager, the designated Union representative shall be permitted to confer with employees and the Employer on specific grievances in accordance with the grievance procedure Workplace Democracy Act set forth herein during work hours of employees, without loss of pay, provided that the conduct of the business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.*

F. *The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not appealed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.*

ARTICLE 5
VACATIONS

A. All employees hired prior to January 1, 2015, shall accrue vacation leave on a pro-rata monthly basis on the schedule in paragraph B of this section. The accrued time will be available to be taken as vacation time during the current year of employment.

B. Each regular full time non-represented employee shall, after ninety (90) days continuous service from the last date of hire with the City, accrue vacation time on the following basis:

- Hire date through completion of 1 year 1 day per month
- After completion of 1 year through completion of 4 years 16 days
- After completion of 4 years through completion of 10 years 20 days
- After completion of 10 years through completion of 15 years 25 days
- After completion of 15 years and thereafter 30 days

C. All employees hired on or after January 1, 2015, shall accrue vacation leave on pro-rata monthly basis based on the schedule below. The accrued time will be available to be taken as vacation time during the current year of employment.

Vacation Schedule for Employees hired after January 1, 2015

Years of Service Completed in Calendar Year	Vacation Days
1 year	5 working days
2 through 9 years	10 working days
10 through 19 years	15 working days
20 years and above	20 working days

D. It is the intent of this Article to assure personnel covered by this agreement that they shall receive the maximum of actual vacation days to which they are entitled. Days that they are normally scheduled off or that are holidays that fall during the vacation period of at least five (5) days shall not be computed as part of the vacation days.

E. Employees who terminate their employment with the City shall only be entitled to pay for those vacation days actually earned up to their termination date and proportionate thereto.

F. Vacation shall be used in year earned. Five (5) days may be carried over into next year with written authorization from Manager's office. Vacation time shall not be eligible for "sell back."

ARTICLE 6
MANAGEMENT RIGHTS

A. *The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the generality of the following rights:*

1. *The executive management and administrative control of the City, its properties, facilities and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.*

2. *To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required. The Employer agrees to give notice to the employees of the rules and procedures issued.*

3. *Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the City after advance notice thereof to the employees and the Union.*

4. *To set rates of pay for temporary or seasonal employees.*

5. *To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.*

6. *Nothing contained herein shall prohibit the employer from contracting out any work.*

7. *To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.*

8. *The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department involved.*

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of polices, rules, regulations and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under any national, state, City or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the City on behalf of the taxpayers and that the City cannot bargain away or eliminate any of its managerial rights.

ARTICLE 7

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness or accident. Sick leave may also be used for short periods because of attendance of the employee upon a member of his immediate family who is seriously ill.

B. The term "immediate family" is hereby defined to include the following: spouse, spouse equivalent, child (natural, adopted or step), grandparent, parent, brother, sister or spouse's parent, grandchild or any other relative living in the household.

C. An employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly but no later than fifteen (15) minutes after the employee's usual reporting time. Failure to give such notice may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action. Absence for five (5) consecutive days without notice shall constitute a resignation on the employee's behalf.

D. All regular full-time employees shall accrue sick leave at the rate of one (1) working day per month during the first full year of employment and one and one quarter (1 1/4) working days per month after completion of one full year of employment and shall accumulate from year to year.

E. A certificate of a reputable physician in attendance shall be required as proof of need of the employee's leave after five (5) consecutive days sick leave or leave in attendance of a member of the employee's family or after ten (10) days sick leave in any one (1) calendar year.

F. The City Manager may, at any time, require proof of illness of an employee on sick leave whenever such a requirement appears reasonable to the City Manager.

G. In cases of leave of absence by the "City Health Department" a certificate from the Department of Health shall be required before the employee may return to work and time lost will not apply to sick leave time or any loss of pay.

H. Employees with perfect attendance in any given calendar year will be granted one (1) additional sick day in the subsequent calendar year. New hires in their first calendar year of employment, if hired prior or on July 1, of the calendar year will be eligible to qualify for the perfect attendance additional sick day.

I. Any employee using sick time before or after a holiday or vacation day must provide a doctor's note to receive the holiday pay, or vacation pay.

J. Any employee using sick time before or after a compensatory time day must provide a doctor's note to receive sick pay for the sick days taken unless provided in writing by the Department Head prior to time off.

K. All employees who retire under PERS shall be paid for their unused sick leave on the basis of one (1) day terminal pay for every accumulated sick day up to a maximum of \$15,000.00.

1. In order for an employee to be eligible for the benefits enumerated in paragraph K of this Article, the employee must have completed his/her tenth (10th) year of employment and be eligible for full retirement under the P.E.R.S. At the City's option, an employee may also become eligible for the terminal leave benefits enumerated in paragraph K of this Article if the employee is eligible for the terminal leave benefits

enumerated in paragraph K of this Article if the employee is eligible for disability retirement under P.E.R.S. or in case of death.

2. An employee terminating his employment for any reason other than retirement under the P.E.R.S. or death shall not be reimbursed for any unused accrued sick leave.

3. At the Employer's option, terminal leave shall be paid in one (1) lump sum or in equal bi-weekly installments while on terminal leave the employee's annual rate of pay at the beginning of the terminal leave period. Employees shall not continue to accrue any additional benefits, including salary increases and supplemental incentives (vacation, sick, etc.), while on terminal leave. In order for the employee to be eligible to exercise this option, the employee must notify the City Manager in writing prior to October 1 of the calendar year preceding the calendar year of retirement of the employee's intention to retire, as well as the option which the employee has selected.

ARTICLE 8

HEALTH AND DENTAL BENEFITS

A. HOSPITALIZATION INSURANCE: All employees and their eligible dependents shall be afforded comprehensive medical/hospital and prescription under the City's current plan that is substantially equivalent to State Health Benefit Plan Direct 10 plan. The parties agree that the City may, at any time during the term of this Agreement, change its health insurance plan to a comprehensive medical/hospital and prescription plan that is substantially equivalent to the State Health Benefit Plan Direct 15 plan, at which point all employees covered by this Agreement and their eligible dependents shall be afforded comprehensive medical/hospital and prescription under the City's plan that is substantially equivalent to State Health Benefit Plan Direct 15 plan. Employees may opt out in accordance with Chapter 2, P.L. 2010 or until State /Federal law changes. Employee contribution to health benefits shall be governed by Ch. 78 P.L. 2011 (including applicable retirees) and will stay in force until State/Federal laws change. At that point, the City will discuss the State and/or Federal regulations with the White Collar Association prior to changing City policy. Any dispute regarding whether benefits are substantially equivalent to State Health Benefit Direct 15 plan shall be resolved pursuant to the remedies available under the New Jersey Public Employer-Employee Relations Act.

B. The City agrees to continue covering all bargaining unit employees with the present Dental and Optical Plan as administered by Delta Dental and IAA, respectively. Orthodontic services are covered at 100% until age 19, with a lifetime maximum of \$3,500.00

C. The City agrees to pay the premium for life insurance (\$10,000 coverage for each employee, \$500 coverage for spouse and children) for all bargaining unit employees.

D. The City has the right to change insurance providers or carriers so long as substantially similar benefits are provided. If the City decides to change providers or carriers, it shall give the Association a minimum of thirty (30) days advance notice and an opportunity to discuss the City's decision with the City. The Association shall also have the right to appeal the City's decision to the Public Employment Relations Commission.

E. Bargaining unit employees retiring from employment with the City shall have the option of continuing health insurance coverage, at their own expenses, through and under the regulations of the State Health Benefit Program (SHBP) of the State of New Jersey. Any other benefits extended to retiring employees by the Association is solely through an agreement between the Union and its members and is in no way the responsibility and/or liability of the City.

F. Bargaining unit employees shall become eligible for the above insurance coverage after completing 60 days of employment.

G. All association members will pay the portion of their health insurance premiums in accordance with the provisions of Chapter 78.

ARTICLE 9

MILITARY LEAVE

A. The City shall comply with all federal and state regulations concerning military leave.

B. COPIES OF ORDERS.

Copies of the employee's military orders if issued will be submitted to the City Manager prior to the employee's departure. Upon return, employee must submit orders received when returned.

C. RETURN TO WORK.

Employees will be expected to return to work within two (2) weeks of release from active military duty, or as specified by USERRA.

ARTICLE 10

JURY DUTY OR COURT APPEARANCES

A. The employee must provide notice to the City Manager that he/she has been called for jury duty. In order to receive full wage compensation, the employee will submit to the City Manager all jury fees received.

B. WITNESS IN COURT.

An employee will be given necessary time off when appearing in court as a witness as the result of a subpoena, a copy of which will be provided to the City Manager. In order to receive full wage compensation, the employee will submit to the City Manager any witness fees received.

C. An employee shall not be required to report for work on any day (*if dismissed after 1:00 p.m.*) in which court is attended for Jury Duty Service or Court Appearance, regardless of the employee's shift.

ARTICLE 11

FUNERAL LEAVE

A. In the event of death in the employee's immediate family or a person living in the household, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral but in no event to exceed five (5) working days.

B. The terms "immediate family" shall include spouse, spouse equivalent, child (natural or adopted), grandparent, parent, brother, sister, spouse's parent, grandchildren, current brother-in-law and sister-in-law or any person living in the employee's household.

C. In the event of death of uncles, aunts and first cousins of an employee, one (1) day to attend the funeral shall be granted without loss of pay.

ARTICLE 12

SEPARABILITY AND SAVING CLAUSE

A. If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 13

HOLIDAYS

A. The following holidays with pay shall be observed:

New Year's Day	Independence Day
Martin Luther King Jr. Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Primary Election Day	Day After Thanksgiving
	Christmas

ARTICLE 14

PERSONAL DAYS OF ABSENCE

A. All bargaining unit personnel shall enjoy six (6) personal days per year (five (5) days for employees hired after January 1, 2020) for personal, business, household or family matters described in this section and shall be non-accumulative.

B. Business means an activity that requires the employee's presence during the workday and is of such a nature that it cannot be attended to a time outside the workday.

C. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least twenty-four (24) hours in advance. Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the workday. Personal leave will not be granted if it interferes with the manpower needs of the department.

E. A personal day shall not be granted for a day preceding or following holidays or vacations without Department Head approval.

F. Only two (2) personal days may be taken by each employee between July 1 and Labor Day of each calendar year without Department Head approval.

ARTICLE 15

SALARIES/LONGEVITY

January 1, 2020 2% (retroactive to January 1)

January 1, 2021 2% (retroactive to January 1)

January 1, 2022 2%

January 1, 2023 2%

A. Employees hired before January 1, 2015 who were entitled to longevity as of December 31, 2014, shall have their longevity frozen at the dollar amount payable to each employee as of January 1, 2017.

B. Employees who were not entitled to longevity as of January 1, 2017, regardless of whether the employee was hired before or after January 1, 2015, will not receive longevity pay.

ARTICLE 16
UNION RIGHTS

A. The City shall recognize the title of Shop Steward.

B. The Shop Steward shall have the right to represent employees, with no loss of regular straight time wages, at any step of the grievance procedure or negotiations and, at the request of the employee, during any meeting between an employee and a representative of the City conducted for the purpose of administering discipline to an employee or for the purpose of investigating a matter from which discipline may result. *No overtime will be paid to any employee.*

C. Union representatives shall have the right to enter the premises in order to discharge their duties during regular business hours, Monday to Friday by giving at least 24 hours' notice to the City Manager. Such access shall not interfere with the normal operations of the City and shall not be abused. Such access may only be denied in the case of emergency or unusual situations subject to Workplace Democracy Act. Such determination of interference with normal operation shall be at the sole discretion of the Director.

D. Collective negotiation meetings shall be held at times and places mutually convenient at the request of either party.

E. Employees of the public employer who may be designated by the Union to participate in collective negotiation meetings shall be excused from their work assignments, without loss of pay, for participation in said meetings.

F. The Union shall furnish to the City in writing the names of its elected officers, Grievance and Negotiating Committee members. Any changes thereto shall also be furnished in writing.

G. Dues Deductions:

a. Within one (1) month of receipt of a lawfully executed written authorization from an Employee, the Employer agrees to deduct from the regular paycheck (not including overtime) Union dues. Deductions shall be based upon a maximum forty (40) hour work week and shall be in the amount certified by the Union to the Employer, and any changes in the dues amount shall be communicated to the Employer in writing at least 30 days prior to the effective date of such change.

b. Remittance shall be accompanied by a list of employees, from whom such pay deductions were made, and a copy of that list will be forwarded to the Local Union President.

H. Upon request, the City will provide a list of employee names on the payroll.

I. The Union agrees to hold harmless from any and all claims, lawsuits, litigation, orders, or judgments of any kind issued as a result of the Employer honoring the provision of this Article.

J. The Employer will promptly notify the Union of all Employees hired. The Union will supply the Employer with Union Authorization for Deduction of Union Dues Cards. The Employer will forward to the Union Authorization for Deduction of Union Dues Cards signed by each Employee.

K. The Employer will each and every month forward to the Union all money deducted from the pay of Employees for initiation fees, assessments, and dues in the previous month.

ARTICLE 17

MAINTENANCE OF WORK OPERATIONS

A. *The Union hereby covenants and agrees that during the terms of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.*

B. *In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the Employer to invoke any of the following alternatives:*

1. *Such activity shall be deemed grounds for termination of such employee or employees.*

C. *The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same*

immediately and to return to work, and take such other action as may be necessary under the circumstances to bring about compliance with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union by its members.

ARTICLE 18

NON-DISCRIMINATION

A. The City and the Union agree that there shall be no discrimination against any employee because of race, creed, color, national origin, political affiliation, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identify or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer. The City and Union further agree that all provisions of this agreement shall apply equally to all employees.

B. The City and the Union agree that all members covered under this Agreement have the right, without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the Union against any member because of the employee's membership or non-membership or activity or non-activity in the Union..

ARTICLE 19

EDUCATION

A. Job Related Courses: The City will continue its current practice of paying the tuition for courses which are related to the current job, which the employee is performing with written approval from Manager's or designee.

B. Job Related Seminars: The City will continue its current practice of paying the fee for seminars which are related to the current job which the employee is performing and will grant reasonable time off to employees to the extent that seminars are offered during the employee's regular work hours with written approval from Manager or designee.

C. The City shall continue its current practice of reimbursing employees at the current IRS mileage rate per mile and rolls total incurred while attending approved courses and seminars. (Receipts are to be provided for toll reimbursement).

D. City will provide a vehicle (if available) with E-Z pass for transportation to any job-related course and/or seminars and if requested by the employee.

ARTICLE 20

FULLY-BARGAINED AGREEMENT

A. *This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. Past practices not contained in this Agreement are deemed waived.*

ARTICLE 21

TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 2020 to and including December 31, 2023 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this agreement on 7-28-21, 2021, to be effective as of date of signing.

FOR THE UNION

BY: Bill Scuto
DATE: 7-28-21

BY: _____

BY: _____

CITY OF BRIGANTINE

BY: [Signature], City Manager.
DATE: 9/2/2021

BY: _____