

AGREEMENT BETWEEN LOCAL GOVT SERVICES

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CITY OF BRIGANTINE RECEIVED
ATLANTIC COUNTY, NEW JERSEY



**POLICEMEN'S BENEVOLENT
ASSOCIATION
LOCAL NO. 204
JANUARY 1, 2013 - DECEMBER 31, 2016**

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Preamble

THIS AGREEMENT entered into this _____ day of _____ 2016, by and between the **City Of Brigantine**, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "**City**" and **Policemen's Benevolent Association, Local No. 204**, duly appointed representative of the Police Department of the City of Brigantine, hereinafter called the "**Association**", represents the complete and final understanding on all bargainable issues between the City and the Association.

ARTICLE 1

PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1974, (N.J.S.A. 34:13a-5.1 et. seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and the employees to provide for the resolution of legitimate grievance; to prescribe the rights and duties of the City and the employees, and all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Brigantine, its employees and the City.

ARTICLE 2

RECOGNITION

A. The City recognizes the Association as the exclusive negotiating agent and representative for all uniformed Police Officers, non-uniformed Police Officers assigned to Detective Unit, Sergeants, Lieutenants, and Captains, excluding the Chief of Police, Deputy Chief of Police, all other personnel employed by the City of Brigantine Police Department and employees employed by the City of Brigantine.

B. The title "Policeman", "Police Officer", or "Employee" shall be used interchangeably and shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females, uniformed members and non-uniformed members assigned to plain clothes.

ARTICLE 3

MANAGEMENT RIGHTS

A. The City of Brigantine 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 Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The Executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing 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, 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.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for and/or the effective to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, and subject to the provisions of the law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

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

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work will be inefficient and non-productive.

7. The City reserves the right with regard 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.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules and regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE 4

NON-DISCRIMINATION

A. The City and the Association agree that there shall be no discrimination against any employee because of race, color, creed, religion, ancestry, national origin, age, sex, affectional or sexual orientation, sexual identity or expression, marital status, civil union status, atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States, political affiliation, or physical or mental disability, so long as said disability does not prevent the individual from performing the employee's essential job duties.

B. The City and the Association agree that all employees 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 Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE 5

STRIKES

A. The Association assures and pledges to the City that its goals and the purposes are such as to condone no strikes by public employees, or any work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey.

B. The Association will not initiate such activities nor advocate or encourage members of the unit to initiate them.

C. The Association will not support anyone acting contrary to this provision.

ARTICLE 6

GRIEVANCE PROCEDURE

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

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application, or alleged violation of this Agreement, policies, rules and regulations or administrative decisions affecting an employee, or the Association.

2. No grievance may proceed beyond **Step Three** herein unless it constitutes 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 an individual employee or group of employees, interpretation, application, or alleged violation Agreement, policies, rules and **Step Three** herein 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 written consent:

Step One: The aggrieved or the Association shall institute action under the provision hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred. The grievance shall contain the relevant facts, the applicable section of the contract

violated, the rule or regulation violated, or the administrative decision violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance.

Step Two: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the City Manager within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. Within fifteen (15) days of receipt of the grievance, a meeting will be held between the City Manager, or his designated representative, the Association and the aggrieved. In this meeting, the aggrieved may present his grievance and any arguments in his behalf, the City Manager or his designated representative may present any arguments concerning the grievance, and the Association may present any arguments concerning the grievance. The City Manager shall respond in writing to the grievance within ten (10) calendar days of the date of the meeting.

Step Three: If the grievance is not settled through **Step Two**, either the Association, after finding the grievance to be meritorious, or the City, shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission (PERC). The request for arbitration shall be filed within thirty (30) days after the conclusion of Step Two. 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.

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

2. 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.

F. Upon prior notice to and authorization of the City Manager, the designated Association representatives shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Brigantine Police Department or require the recall of off-duty employees.

G. 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 any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to 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 processing the grievance at any step in the grievance procedure.

H. Rights of Employees to Representation

1. Employee and Association: Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or

approved by the Association. When an employee is not represented by the Association or by a representative selected by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

I. Miscellaneous

1. Group Grievances: If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Chief of Police directly, and the processing of such grievance shall be commenced at Level Two.

2. Separate Grievance File: All documents, communications, and records dealing with the processing of a grievance (not including documents underlying a grievance) shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Meetings and Hearings: All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest, witnesses, and designated representatives.

ARTICLE 7

DUES DEDUCTION AND AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:114-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Payroll Dept.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Payroll Dept. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice to the City and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the City or employee requesting same.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no

way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the president of the Association, advising of such changed deduction.

M. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association and this Agreement has been executed by the City after it has satisfied itself that the Association is a proper majority representative.

ARTICLE 8

ASSOCIATION RIGHTS

A. Upon prior notice to an authorization of the Police Chief or his designated representative, the designated Association representatives shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the Grievance Procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the City of Brigantine Police Department or require the recall of off-duty employees.

B. Up to a maximum of two (2) designated representatives of the Association shall be permitted time off to attend negotiating sessions. Said representatives shall receive approval from the Chief of Police to be absent from duty and shall be in uniform and subject to call during negotiating sessions. The Association shall inform the City in writing of the names of such representatives and any change of such representatives. The provisions of this paragraph insofar as it pertains to the negotiating representatives being subject to call pertains only to such negotiating representative who is actually on duty at the time of such negotiating session with the City.

C. The state Delegate and President of the Association shall be granted leave from city with full pay for twelve (12) meetings year of the P.B.A. State Association when such meetings take place at a time when such officers are scheduled to be on duty, or have been on duty, provided the affected delegate gives at least five (5) working days notice to the Chief through the chain of command to secure another employee to work in his place. Any additional meetings, upon notice, must have the approval of the Chief of Police, or his designated representative.

D. The State Delegate and two (2) alternate delegates shall be permitted leave from duty, without loss of pay, to attend the State P.B.A. convention and one (1) State P.B.A. mini-convention; maximum leave of five (5) days each. Adequate travel time shall be permitted so that there is no schedule and travel conflict when going to or coming from P.B.A. leave. The city reserves the right to cancel vacations during the period of said convention if there is, in the City's opinion, a manpower shortage.

E. Any representative so designated under this article shall not switch tours in order to receive pay for the purpose of attending said meetings under this Article, and no employee switching tours under this Article shall be entitled to receive overtime compensation caused by the switching of tours.

F. An executive Board member and/or the State Delegate, with the approval of the PBA President, shall be excused from his work assignment and shall be granted a reasonable amount of time to attend the monthly County Conference, provided that prior to the time requested, the President notifies the employee's supervisor or the Chief of Police and that such time requested shall not exceed an aggregate maximum of three (3) hours in anyone (1) month. Such hours shall be available each month but if not utilized within that month, shall not accumulate.

G. The City shall provide a bulletin board for the use of the P.B.A. and its members.

H. The City may have removed from the bulletin board any material which it deems offensive.

I. The City also permits the use of office equipment, photocopiers, typewriter, etc., for official Association business, provided that the officer using said equipment shall not be on

duty at the time. Any damage to any equipment caused by negligence during Association use shall be the responsibility of the Association.

ARTICLE 9

RIGHTS OF EMPLOYEES

A. If a member of the Department is being investigated, the member shall be informed of the nature of the investigation before any interrogation of that member commences.

If it is known that the member of the Department is being interrogated as a witness only, he should be so informed at the initial contact.

B. Employees shall not be compelled to make any verbal or written statement without prior notification of any pending charges or disciplinary action. Employees shall have the right to consult an attorney and/or the Association before given any verbal or written statement concerning any pending investigation or charges involving said employee.

C. The interrogation of a member of the Department shall be at a reasonable hours, preferably when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise.

D. The interrogations shall take place at a location designated by the Chief of Police.

E. The questioning shall be reasonable in length. Time shall also be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary.

F. The member of the Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answer questions.

G. The complete interrogation of the member of the Department may, upon request of either party and at the expense of the requesting party, be recorded mechanically or by a department stenographer. In such cases, there will be no "off-the-record" questions.

H. If a member of the Department is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

I. The Department shall afford a reasonable opportunity for a member of the Department if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of departmental rules and regulations during the interrogation, unless the member is being interrogated as a witness only.

J. Employees may be suspended without pay in accordance with the provisions of N.J.S.A. 40A:14-118. If the employee is not entitled to a hearing under title 40A or department rules and regulations, or the employee waives his right to said hearing, the City shall have the right to suspend the employee without pay.

K. Should a violation occur which deems it necessary for a hearing to take place, the Hearing Officer shall render a written decision no later than 120 days after the final hearing day.

ARTICLE 10

PERSONNEL FILES

A. The City shall establish personnel files which shall be maintained by the City Personnel Officer under the direction and control of the City Manager and Chief of Police.

B. Upon prior notice to and authorization of the City Manager or the Chief of Police or his designee, all employees shall have access to any of their individual personnel files(s). Any such request shall not be unreasonably denied, provided a member of the department designated by the City Manager or by the Chief of Police must be present when an employee reviews his or her personnel file.

C. The City shall not insert any adverse material into any file of the employee, unless the employee has had an opportunity to review, sign, receive a copy of, and comment in writing upon the adverse material, unless the employee waives these rights.

D. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into any of his individual personnel file(s), and said response shall also be placed in said personnel file or files attached to the respective complaint, negative report, or disciplinary warning.

ARTICLE 11

DISCHARGE AND SUSPENSION

A. Disciplinary warnings or charges will be issued in writing to the employee and a copy given to the Association and the City Personnel Officer. All Written warnings or charges, including suspensions and discharges, shall contain the reason or reasons for the City's actions. No grievance disputing the warning will be considered unless it is submitted in writing within fifteen (15) calendar days of its issuance.

B. No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The City will provide the Association with the written decision at the time disciplinary action is taken.

C. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the City in writing within fifteen (15) calendar days of the disciplinary action; otherwise, the same will be considered to have been made for just cause.

D. The Association may grieve and obtain binding arbitration under the provisions of this Agreement as to whether an employee has been discharged, suspended or otherwise disciplined for just cause in accordance with law.

ARTICLE 12

OUTSIDE EMPLOYMENT

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty.

B. It is understood that full-time employees will consider their position with the City as their primary job. Any outside employment must not interfere with the employee's efficiency in his position, including overtime assignments, with the City and must not constitute any conflict of interest.

C. No employees planning to or engaging in outside employment during the off-duty hours shall be permitted to wear the regulation City uniform.

D. All outside employment shall be approved by the Chief of Police.

ARTICLE 13

SCHEDULED WORK WEEK

A. 1. The average scheduled work week for all employees covered by this Agreement shall be a forty (40) hour work week. Officers assigned to the Patrol Division shall work twelve (12) hour shifts with the shift rotation such that each squad works seven (7) twelve (12) hour shifts within each fourteen (14) day pay period, which shall be construed to average forty (40) hours per week for the purposes of this Agreement.

2. Each member working a twelve (12) hour schedule set forth in paragraph 1 shall receive nine (9) days to be used in the same manner and under the same scheduling restrictions as Vacation (hereinafter, "Kelly Days"). Kelly days are granted and taken at straight time. Kelly Days shall not be carried over from year to year and shall not be subject to being "sold back" to the City. Kelly days shall be tallied and accounted for in separate "bank," not to be co-mingled with any other form of paid time off.

B. Meal Periods/Breaks - Meal periods and coffee breaks shall be coordinated through the officer in charge and can be taken at anytime during the shift, work load permitting as follows:

1. Eight (8) Hour Shifts: Employees assigned to eight (8) hour shifts shall be granted a sixty (60) minute meal period per shift (designated as "75") or two (2) thirty (30) minute meal breaks (designated as "76"). In addition, they shall receive two (2) twenty (20) minute coffee break periods (designated as "6-7-8").

2. Twelve (12) Hour Shifts: Employees assigned to twelve (12) hour shifts shall be granted a total of ninety (90) minutes for meal periods per shift that can be taken in one (1) sixty (60) minute segment (designated as "75") and one (1) thirty (30) minute segment

(designated as "76") or three (3) thirty (30) minute segments (each designated as "76"). In addition, they shall receive two (2) twenty (20) minute coffee break periods (designated as "6-7-8")

C. As of January 1, 2010, a 12 hour steady shift schedule shall be implemented, subject to the following. The shift schedule shall be set by Management, subject to the review and agreement of the Union. If the Union does not agree with the steady shift schedule set by Management, no changes to the rotating shifts existing prior to January 1, 2010 shall be made.

D. Employees required/requested to work in excess of their assigned duty shift and/or in excess of the assigned work week as provided in Section A above (as averaged over the fourteen (14) day pay period), shall receive overtime compensation for all such extra/excess hours worked.

E. Shift Restrictions

1. Shift restrictions will apply to all members covered by this Agreement other than the Administrative Staff (i.e., Captains and the Administrative Officer.) Restrictions will be considered lifted if time off is approved for any member.

F. An extended manpower shortage (more than 21 days with doctor's note) caused by an illness or disability will not be considered part of the manpower minimums and will be covered by overtime or manpower adjustments to provide equal opportunities for employees to take time off. The parties agree that this paragraph shall not require the use of overtime to reach or maintain the shift minimum manning levels.

ARTICLE 14

SALARIES

A. Effective the first pay of each year, the annual base salaries to be paid for the following employees covered by this agreement shall be set forth below:

Classification

<u>Patrol Officer</u>	<u>2013</u>	<u>2014</u>
<u>First Year</u>	\$42,297	\$42,297
<u>Second Year</u>	\$52,791	\$52,791
<u>Third Year</u>	\$63,288	\$63,288
<u>Fourth Year</u>	\$73,785	\$73,785
<u>Fifth Year</u>	\$84,278	\$84,278
<u>Sergeant</u>	\$94,391	\$94,391
<u>Lieutenant</u>	\$105,718	\$105,718
<u>Captain</u>	\$118,404	\$118,404

B. Beginning January 1, 2015, the annual base salaries to be paid for the following employees covered by this agreement shall be set forth below:

<u>Steps</u>	<u>2015</u>	<u>2016</u>
1	40,000	40,800
2	43,649	44,522
3	47,298	48,244
4	50,947	51,966
5	54,596	55,688

6	58,245	59,410
7	61,894	63,132
8	65,543	66,854
9	69,192	70,576
10	72,841	74,298
11	76,490	78,020
12	80,139	81,742
13	83,788	85,464
14	87,437	89,186
15	91,088	92,910
Sergeant	102,019	104,159
Lieutenant	114,261	116,546
Captain	121,117	123,539

C. The senior sergeant on each squad shall be paid an annual stipend in the amount of \$5,000 when the senior sergeant's squad consists of two sergeants and no lieutenant. The stipend shall be prorated for any portion of a year in which a senior sergeant serves in this capacity.

D. All employees' base salaries are listed above. An employee's annual salary equals an employee's base salary (which includes holiday pay) plus education incentive plus longevity. An employee's hourly rate is computed as follows: For 12 hour shift employees, by dividing the employee's annual salary by 2184; for 8 hour shift employees, by dividing the employee's annual salary by 2080. An employee's daily rate of pay shall be computed by multiplying the employee's hourly rate by the number of hours worked in a normal shift.

E. The City and P.B.A. bargaining unit agree to maintain a 12% wage differential between the ranks of top level patrol officer and sergeant, 12% wage differential between the ranks of sergeant and lieutenant, and 6% wage differential between the ranks of lieutenant and captain.

ARTICLE 15

OVERTIME

- A. All time worked in excess of the assigned duty shift shall be overtime.
- B. All time worked in excess of the assigned work week shall be overtime..
- C. If an employee is recalled to duty, he shall receive a minimum guarantee of three (3) hours compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal shift. The City shall have the right to retain the employee on duty for the minimum time period.
- D. At the option of the employee, an employee may take accrued overtime as compensatory time, to be scheduled through the chain of command. Compensatory time will be earned at the overtime rate.
- E. All overtime shall be compensated at one and one-half times the employee's regular hourly rate, as defined at Article 16, C. above. Payment for overtime worked shall be made no later than the second pay check following the date of the overtime work.
- F. Employees terminating their employment with the City, or having their employment terminated by the City, shall be entitled to be paid for all overtime work accrued.
- G. All employees shall be paid at the overtime rate for any and all court time outside of the employee's regular scheduled shift. All employees shall be guaranteed a minimum two (2) hour compensation at the overtime rate for required actual attendance at local municipal court.

ARTICLE 16

LONGEVITY

A. The City shall pay longevity in accordance with the following schedule for employees hired before January 1, 2015:

<u>Years of Service</u>	<u>Longevity Pay</u>
Beginning of 11th - 15th	\$2,799.00
Beginning 16th - 20th	\$5,599.00
Beginning 21st - 24th	\$8,398.00
Beginning 25th - Final Year	\$9,331.00

B. Longevity shall be computed from the employee's date of appointment and shall become effective on the employee's anniversary date.

C. Employees hired on or after January 1, 2015 will not receive longevity pay.

ARTICLE 17

ACTING OUT OF TITLE

A. Assignments of employees to higher ranking positions shall be compensated at the higher rank's rate of pay when:

1. Such assignments in a particular position, except as provided in 2(a) of this clause, occurs for more than ten (10) consecutive calendar days, the assigned employee shall receive the higher rate of pay, or

2. After the job vacancy exists for ten (10) consecutive calendar days, the employee(s) assigned to that position shall receive the higher rank's rate of pay.

- a. This provision is not applicable to temporary assignments caused by vacations.
- b. Assignments of out-of-title work shall be rotated, distributing such assignments equitably among the qualified personnel based on seniority and rank, provided the senior employee has the skill and ability to perform the assignment based on his past record.
- c. Employees offered assignments out of their rank may refuse them, but such a refusal will be charged as time spent in a higher rank for purposes of determining equitable distribution of assignments. All assignments shall be reported to and recorded by the Chief or his designee.

ARTICLE 18

HOLIDAYS

A. 1. Twelve (12) holidays have been included in the salary guide contained in Article 14 as holiday pay. Employees covered by this agreement shall also be granted days off with pay as holidays, to be used in the same manner as vacations, as follows: twelve (12) hour shift employees, three (3) days; eight hour shift employees, four (4) days.

B. There shall be six (6) premium holidays as follows:

New Year's Day (January 1)

Memorial Day

Fourth of July (July 4)

Labor Day

Thanksgiving Day

Christmas Day

Employees who work on these premium holidays shall be compensated at one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked on the holiday, in addition to the employee's regular day's pay. Overtime hours or a call-out on a premium holiday shall be paid at two and one-half (2-1/2) times the employee's hourly rate of pay for the actual hours worked.

1. An employee scheduled to work on both Thanksgiving Day, and the day after Thanksgiving shall only receive premium compensation for one (1) day. Payment for holidays shall be included in the employee's regular bi-weekly paycheck.

2. In the event that an employee is scheduled to work any part of the Memorial Day weekend, the Fourth of July weekend, the Labor Day weekend, or restricted time

associated with holidays, the employee shall be credited with four (4) hours compensatory time (earned at the overtime rate), provided that he is not eligible for holiday pay.

a. Compensatory time credit is not applicable for time worked on these holiday weekends when the overtime rate for holiday time has been paid.

C. No employee on vacation will be permitted to work on a holiday which occurs during-the vacation period, except when an emergency is declared by the Chief of Police and additional manpower is required for the safety of the City or the Police Department.

ARTICLE 19

VACATIONS

A. During the first calendar year of employment, an employee shall be entitled to eight and one-half (8 ½) hours vacation for each month employed (12 hours equals one day for twelve hour shift employees and 8 hours equals one day for eight hour shift employees).

B. All employees except those mentioned in Section A. above shall be entitled to paid vacation as follows: twelve hour shift employees receive eleven (11) actual working days and eight hour shift employees receive fifteen (15) paid vacation through their fifth (5th) calendar year of service.

C. Thereafter, they shall be entitled to paid vacation as follows: twelve hour shift employees receive sixteen (16) actual working days and eight hour shift employees receive twenty-two (22) actual working days paid vacation through their fifteenth (15th) calendar year of service, and thereafter, twelve hour shift employees receive nineteen (19) actual working days and eight hour shift employees receive twenty-six (26) actual working days paid vacation.

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 a vacation period of at least the equivalent of One (1) tour of duty shall not be computed as part of the vacation days.

E. The vacation period shall be from January 1 to December 31.

F. All vacation day requests are to be submitted by January 15th of each year for the year and will be posted by the Platoon Lieutenant or his designee after conflicts are resolved. Time posted in the CAD is not to be considered approved until the Chief of Police or his designee reviews it. Notification of approval will be made via departmental memo by January

31st of each year. If no approval letter is issued, then all requests shall be considered to be approved as of January 31st.

G. 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.

H. Employees who are called back to work while on vacation shall be compensated two (2) times the employee's regular base rate of pay in addition to the employee's regular days pay.

I. If any employee's vacation is canceled after having been posted and approved, the employee shall be paid at twice his regular base rate of pay in addition to his regular days' pay for all canceled vacation days worked.

J. If an employee's illness or injury extends to where an employee does not have enough work days remaining in the year when he returned to take his accrued vacation days, or his vacation request is not approved, the accrued vacation days shall be carried over to be taken in the next calendar year.

ARTICLE 20

PERSONAL DAYS

A. All employees covered by this Agreement shall receive non-scheduled personal days off with pay as follows: eight hour shift employees receive four (4) eight (8) hour days; twelve hour shift employees receive three (3) twelve (12) hour days.. Said days shall be non-accumulative.

B. The Chief of Police shall have the right to deny personal days if the granting of said days would create a manpower shortage in the Police Department necessitating overtime.

C. The scheduling of personal days will be handled through the chain of command.

D. For the purposes of payment for unused personal days upon resignation or retirement, employees shall accrue personal days at the rate of one (1) day for every three (3) months during the calendar year for eight hour shift employees and one (1) day for every four (4) months for twelve (12) hour shift employees. Payment shall be received for unused, accrued personal days as of the date of resignation or retirement.

E. Personal days, comp days and holidays will be posted on an "as needed basis" after January 15th for anytime off in that year in accordance with seniority utilizing a four (4) man minimum.

ARTICLE 21

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness, accident or exposure to contagious disease.

B. 1. An employee may utilize up to a maximum of five (5) accumulated sick days per year for attendance upon a member of the employee's immediate family requiring care and attendance of such employee. With the approval of the Chief of Police, the number of days may be extended using employee's accrued time.

2. The term "immediate family" is hereby defined to include the following: spouse, child, grandparent, parent, brother, sister or spouse's parent, step-child, step-brother, step-sister, brother-in-law, sister-in-law, or any relative living in the employee's household.

C. An employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than two (2) hours before the employee's usual reporting time

D. Sick leave shall accrue for regular full-time Police Officers at the rate of 120 hours per year (10 hours/month), 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 after ten (10) days sick leave in any one (1) year, unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months. For purposes of disciplinary action, a period of sickness for the same illness/disability will be considered as one instance

F. The Chief of Police or his designees may at any time, require proof of illness of an employee on sick leave, whenever such a requirement appears reasonable to the supervisor.

G. In cases of leaves of absence ordered by the "Health Department" due to exposure to contagious disease, 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 or any loss of pay.

H. Employees who use no sick days during the year will be granted two (2) "Comp" days the following year.

I. Employees who use one (1) or two (2) sick days during the year will be granted one (1) "Comp" day the following year.

ARTICLE 22

JURY DUTY

A. The City agrees that any employee who is called to serve on jury duty will be detailed to day work, provided that the manpower needs of the department can be met without the need for overtime.

B. Employees will be permitted to serve on jury duty without any loss of pay.

ARTICLE 23

TERMINAL LEAVE

A. An employee, or his beneficiary, shall be reimbursed for accrued and unused sick leave at the time of retirement or death, in accordance with the following:

1. Existing employees hired prior to May 22, 2010, will be capped at the greater of \$50,000.00 or the dollar value of each employee's accrued sick time as of January 1, 2015.
2. Employees hired on or after May 22, 2010, shall have their terminal leave payment capped at \$15,000.00.

B. In order for an employee or his/her beneficiary to be eligible for the benefits enumerated in Section A. of this Article, the employee must have completed twenty (20) years of employment with the City of Brigantine or be eligible for full retirement under the appropriate State of New Jersey Retirement System. At the City's option, an employee may also become eligible for the terminal leave benefits enumerated in Section A of this Article if the employee is eligible for disability retirement under the guidelines of the State of New Jersey Pension System, or in case of death.

C. An employee terminating his employment for any reason other than full or disability retirement under the State of New Jersey Pension System, or death shall not be reimbursed for any unused accrued sick leave.

D. 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 at 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 24

INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period of up to one (1) year, upon compliance with and in accordance with the rest of this Article. In the event any employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the City.

B. Any employee who is injured, whether slight or severe, while working, must, if physically able, make an immediate report before the end of his shift to the Chief of Police or the Officer in charge.

C. It is understood that the employee must file any injury report with the Chief of Police or Officer in charge so that the City may file the appropriate worker's compensation claim. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the City may reasonably require the employee to present such certificate from time to time.

E. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

F. In the event the City appointed physician certifies the employee un-fit to return to duty under this Article the employee shall be terminated, unless the employee disputes the determination of the City appointed physician. Then the City and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the City and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. If the City can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the City to the extent which is provided within this Agreement and any ordinance in effect governing the City of Brigantine Police Department.

ARTICLE 25

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay for up to five (5) work days. Five (5) additional days (total of ten (10)) shall be granted in the event of the death of an employee's spouse or child. Such days must be utilized within twenty (20) days of the day of the death and need not be consecutive.

B. The term "immediate family" shall include spouse, child, step-child, grandparent, parent, step-parent, brother, sister, step-sibling, spouse's parent, grandchild, or any relative living in the employee's household.

C. Funeral leave may be extended, using the employee's accrued time, beyond the above stated periods at the sole discretion of the City Manager or the Chief of Police.

D. Day of Funeral will be granted for employees scheduled to work to attend funeral of brother-in-law, sister-in-law and spouse's grandparent.

ARTICLE 26

FAMILY AND MEDICAL LEAVE

A. The City will grant employees a leave of absence in accordance with the Family and Medical Leave Act of 1993 and the New Jersey Family Leave Act.

B. In addition to any other leave which an employee may be eligible, the City will grant an unpaid leave for up to an additional 36 weeks for the personal illness or disability of the employee during which time the City will continue to provide health insurance coverage in accordance with the Health Insurance Article.

ARTICLE 27

HEALTH INSURANCE

A. The City agrees to provide full family medical, hospitalization, dental, optical and prescription coverage pursuant to the present Employee Health Care Plan with changes as described in Addendum A, which will go into effect as of January 1, 1996.

B. The City may elect to fulfill its obligations under this Article of the Agreement by providing medical, hospitalization and prescription coverage for eligible full-time employees and their immediate families in accordance with the New Jersey State Health Benefits Program ("SHBP"). Any modifications to existing coverage which may be created by offering all current SHBP plans (presently NJ Direct 10, NJ Direct 15, Aetna HMO and Cigna Healthcare HMO) shall not be construed as violating this Agreement.

C. The City reserves the right to change insurance carriers or institute a self-insurance plan, so long as the same or better benefits are provided.

D. If an employee is killed in the line of duty, the City agrees to continue health insurance coverage for the surviving spouse until the surviving spouse remarries, accepts employment in which the employer provides health insurance, reaches the age of 65, or becomes eligible for Medicare, whichever occurs first. And, if the employee is killed in the line of duty, said coverage shall be continued for unmarried, dependent children until the end of the year in which the child reaches his/her 23rd birthday.

ARTICLE 28

RETIREE DENTAL BENEFIT

All City of Brigantine Police Retirees are entitled to an annual maximum Dental Benefit as follows: , 2013-2016 - Nine Hundred Dollars (\$900.00). All benefits paid at 100% to the calendar year maximum for each of the Retiree and his/her Spouse.

ARTICLE 29

CLOTHING ALLOWANCE

A. The City agrees to provide uniforms to employees annually as follows: each employee will receive two (2) short sleeve shirts, two (2) long sleeve shirts, two (2) pants, one (1) vest cover, or replacement of other uniform components to a maximum value of the above listed items.

1. The City agrees to replace bullet proof vests after five (5) years, or according to manufacturer's specifications.
2. Employees assigned to Bicycle patrol will be provided with all necessary gear and riding uniforms. The City agrees to replace same as needed, which shall be at least annually.
3. Each employee assigned to the detective division shall receive a clothing reimbursement equal to the cost to the City of the items enumerated above in Paragraph A of this Article, which amount shall be pro-rated based on the employee's time during the year assigned to the detective division.

B. Each employee shall receive an annual "clothing maintenance allowance" in the amount of: , One Thousand Twenty Five (\$1025.00) for the years 2013 through 2016.

C. The City will provide shirts for employees assigned to the Detective Bureau.

D. All money to be paid under this Article shall be disbursed in the first pay in July of each year under a separate check for the full amount stated above with no deductions.

E. If an employee is hired prior to July 1 of any calendar year, the employee shall be eligible for the entire clothing allowance for that year. If an employee is hired after July 1 of any calendar year, he shall not be eligible for the allowance in that calendar year.

F. All uniforms damaged in the line, of duty shall be replaced by the City after inspection by and with the concurrence of the Chief of Police or his designee.

G. All personal items which are damaged or destroyed in the line of duty and which are not covered by insurance shall be replaced by the City after inspection and certification by the Chief of Police or his designee. The City's liability shall not exceed four hundred dollars (\$400.00) per incident.

ARTICLE 30

EDUCATION INCENTIVE PROGRAM

A. The City agrees to reimburse the cost of tuition and books for any employee who receives academic credits for study in an institution of college level which offers, and in which the employee is enrolled, a college curriculum leading to or creditable toward an undergraduate Associate or Baccalaureate Degree in Police Science or Law Enforcement, not to exceed the equivalency of the cost of tuition at Rutgers.

1. All books utilized by the employee which are paid for by the City shall be turned over to the City upon the completion of the course for the purpose of establishing a Police Library.
2. The City will pay twenty dollars (\$20.00) for each credit hour earned towards a degree in Police Science or Criminal Justice, to a maximum of twenty four hundred dollars (\$2,400.00) to be added to his salary. Credits received for attendance at the Police Academy will not be eligible for compensation until the employee earns a degree.
3. Any employee who receives or has received a Master's Degree in Police Science or Criminal Justice shall receive an additional one thousand dollars (\$1,000.00) added to his salary, but shall pay their own tuition and books.
4. The employee shall provide the City with a copy of the degree or certificate, which shall be placed in the employee's personnel file.

B. The City agrees to reimburse the cost of tuition and books for any employee who receives certification as an Emergency Medical Technician (EMT).

1. All books utilized by the employee which are paid for by the City shall be turned over to the City upon the completion of the course for the purpose of enhancing the Police Library.
2. Any employee who receives certification as an EMT shall receive a one thousand five hundred dollar (\$1,500) stipend to be paid the first pay period in December.
 - a. Any employee who becomes certified during a calendar year shall receive a pro-rata portion of the stipend based on the months which the employee is certified.
3. Any employee who becomes certified as an EMT shall be required to wear the appropriate pin which designates them as such.
4. Certification as an EMT is intended to enhance the professional status of police personnel and in no way is meant to detract from the services of the Fire Department medical rescue team.
5. Upon receipt of certification, the employee shall provide the City with a copy of the certificate which shall be placed in the employee's personnel file.

ARTICLE 31

PROMOTIONAL PROGRAM

- A. The City shall have the right to make promotions.
- B. A Patrolman being considered for Sergeant shall be required to have been on the Brigantine Police Force, having completed his probationary period, prior to his consideration.
- C. Personnel in the rank of Sergeant, Lieutenant or Captain shall be required to have been in their respective ranks prior to their consideration for the next higher rank.
- D. Employees promoted to higher rank shall be considered promoted on the effective date of the promotion and shall be entitled to all compensation and benefits of that rank on the same date.

ARTICLE 32

RETIREMENT PLAN

A. All Police officers, upon appointment, shall be enrolled in the Police and Firemen's Retirement System of New Jersey.

ARTICLE 33

ENLISTMENT AGREEMENT

A. All employees hired on or after January 1, 1988 will receive Police Academy training at the expense of the City, and employees shall reimburse the City for the cost of basic training and for all additional expenses; such as pre-employment medical and psychological examinations, testing costs, training costs, training related equipment costs, and the cost of unreturned uniform articles, provided said employee terminates his employment with the City within two (2) years commencing with the date of entry into the Police Academy.

B. In lieu of itemizing expenses, the City and the Association agrees that the maximum reimbursement required of any employee terminating employment with the City shall be six thousand dollars (\$6,000.00). Reimbursement shall be calculated on a pro-rated, per diem basis. The maximum reimbursement amount shall be reduced by the per diem rate for every day the employee retains his employment with the City, up to the two (2) year period which commences with the employee's entry into the Police Academy.

1. Reimbursement shall be calculated at the rate of 100% during the first year of employment, commencing with the date of entry into the Police Academy; reimbursement shall be calculated at the rate of 50% during the second year of employment, commencing with the date of entry into the Police Academy.

C. There shall be no reimbursement required in the event the employee is terminated or separated from employment with the City for any of the following reasons:

1. Involuntary separation for reasons beyond the employee's control, such reasons not being due to misconduct or personal delinquency during the two (2) year period.

2. Election to resign rather than to submit separation proceeding, provided that the reasons for the pending separation is not misconduct or personal delinquency.
3. Receipt of orders to report for military service, other than training duty, upon submission of proof to the City.
4. Disability impairing full performance as an employee. The employee must submit to the City acceptable medical evidence verifying said disability. If the City disputes the medical evidence, then the employee shall be sent to a physician mutually agreed upon by the Association and the City. The cost of the physician shall be equally borne by the parties. The decision of this physician shall be final and binding.

D. In the event the employee is separated for personal delinquency or misconduct, he shall be required to reimburse the City for basic training and additional expenses incurred by the City as enumerated in Sections A and B above.

ARTICLE 34

SENIORITY

A. Seniority will be defined as the rank structure for all employees covered under this Agreement. The structure shall be as follows:

Patrolmen or Patrolmen assigned to the detective division.

Sergeant

Lieutenant

Captain

B. Employees in the same rank will have seniority based on the amount of time obtained while in rank.

C. Employees in the same rank who graduated from the Police Academy on the same date and have been in rank the same amount of time will be placed by the order they finish the Academy.

D. Seniority shall be used for the scheduling of all time off (including breaks). Seniority shall also be used in the selection of tours of duty.

E. Overtime, when available, shall be available in order preference based upon a rotating seniority roster. The Union acknowledges that it is responsible for maintaining the overtime list and that no grievance may be brought against the City related to the maintenance or implementation of the overtime list.

ARTICLE 35

CONTINUATION OF BENEFITS NOT COVERED BY AGREEMENT

A. Any and all benefits which are enjoyed by the employees of the City covered by this Agreement which are not included in this agreement, shall be continued.

ARTICLE 36

SAVINGS CLAUSE

A. In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable Federal or State rule, regulation, or law, such determination shall not impair the validity or enforceability of the remaining provisions of this Agreement. However, such provisions as are ruled to be illegal or unenforceable shall be deemed to have been struck from this Agreement.

ARTICLE 37

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 at the time they negotiated or signed this Agreement.

ADDENDUM A

CURRENT HEALTH PLAN

CURRENT HEALTH PLAN

A. NETWORK PLAN OPTION

1. Medical
 - a. A \$10.00 payment for doctor office visits which are for diagnostic purposes. This payment will not be counted towards the deductible in the "Out of Network" plan.
 - b. In hospital stays are covered at 100%.
 - c. Emergency Room Copay \$25
 - d. Ambulance services are covered at 90%
2. Dental
 - a. Preventive services are covered at 100%.
 - b. Basic Dental services are covered at 100%.
 - c. Major Dental services are covered at 70%.
 - d. Orthodontic services are covered at 100% until age 19, with a lifetime maximum of \$3,500.
3. Vision

Same as present plan.
4. Prescription Plan
 - a. Retail
 1. Generic - \$3
 2. Tier 1 - \$10
 3. Tier 2 - \$10

- b. Mail Order
 - 1. Generic - \$5
 - 2. Tier 1 - \$15
 - 3. Tier 2 - \$15

B. "OUT" OF NETWORK PLAN OPTION

1. Medical

- a. \$100.00 deductible per person per calendar year.
- b. \$250.00 deductible per family per calendar year.
- c. A \$200 hospitalization deductible also applies for hospital admissions

2. Co-Insurance

80% of the first \$2,000.00 of eligible major medical expenses per person, per calendar year, thereafter 100% of eligible major medical expenses will be paid.

3. Dental

- a. Preventive services are covered at 100%.
- b. Basic Dental services are covered at 100%.
- c. Major Dental services are covered at 70%.
- d. Orthodontic services are covered at 100% to age 19, with a lifetime maximum of \$3,500.

3. Vision

Same as present plan.

4. Prescription Plan

- a. Retail

1. Generic - \$3

2. Tier 1 - \$10

3. Tier 2 - \$10

- b. Mail Order

1. Generic - \$5

2. Tier 1 - \$15

3. Tier 2 - \$15

C. All other benefits and limits of coverage as described in current plan will remain in effect under both plans.

D. Both plans require pre-certification of all non-emergency hospital stays.

E. EMPLOYEE CONTRIBUTIONS

1. The City of Brigantine will pay all costs under these plans except contributions required from the employee by Chapter 78 or any other applicable federal or state law.

F. STATE AND FEDERAL REGULATION

1. The terms of this contract are subject to Federal and State laws and regulations. In the event that additional laws or regulations, revisions to existing laws or regulations, or clarifications to existing laws or regulations result in an increased cost to the City, the City and Union reserve the right to reopen the contract to address the cost increase.

ARTICLE 38

DURATION

A. This Agreement shall be in full force and effect as of January 1, 2013, and shall remain in effect to and including December 31, 2016, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, *the parties have hereunto set their hands and seals at the City of Brigantine, New Jersey, as of this 24th day of February, 2016.*

POLICEMEN'S BENEVOLENT
ASSOCIATION
LOCAL NO. 204

CITY OF BRIGANTINE
ATLANTIC COUNTY, NEW JERSEY

By:

W. F. ~~S~~ Pres.
William F. Stroby Pres.

By:

Edward P. Stinson
Edward P. Stinson

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this 24th day of February, 2016, by and between the City of Brigantine and PBA Local No.204 (the "PBA").

The City and the PBA agree to change the language of Article 17 entitled "ACTING OUT OF TITLE" as follows:

- 1. **Paragraph 2(b):** Change to read: "Assignments of out-of-title work shall be made at the discretion of the Police Chief, or his designee, and shall be determined by order of the promotional list, which shall be kept current and active at all times. If no existing list is current such employee shall be selected from the rank next preceding the vacated position."

From:

"Assignments of out-of-title work shall be rotated, distributing such assignments among the qualified personnel based on seniority and rank, provided the senior employee has the skill and ability to perform the assignment based on his past record."

- 2. **Paragraph 2(c):** Omit: "...but such a refusal will be charged as time spent in a higher rank for purposes of determining equitable distribution of assignments. All assignments shall be reported to and recorded by the Chief or his designee."

Paragraph 2(c) will read:

"Employees offered assignments out their rank may refuse them."

- 3. Anyone holding the title of Captain, if that position is filled, will not be entitled to overtime pay.

The provisions of this Memorandum of Agreement shall be subject to, and shall take effect upon, ratification by both the City and the PBA.

PBA Local No.204

W. F. Strob

BY: William F. Strob

Dated: 2/24/16

City of Brigantine

Edward P. Simonson

BY: Edward P. Simonson

Dated: 2/24/16

EMPLOYMENT AGREEMENT

This Employment Agreement is made by and between James Bennett ("Bennett") and the City of Brigantine Beach, New Jersey, a municipal corporation of the State of New Jersey ("City") on the dates set forth herein.

WHEREAS, James Bennett currently serves as a Lieutenant in the Police Department of the City of Brigantine; and,

WHEREAS, the City Manager wishes to promote Bennett to the position of Police Chief; and,

WHEREAS, Bennett is interested in serving in the position of Police Chief and wishes to enter into an employment agreement with the City to serve in such position.

NOW, THEREFORE, and in consideration of the mutual covenants, promises and agreements set forth herein, and the intention of the parties to be legally bound, Bennett and the City agree as follows:

1. **EMPLOYMENT AS POLICE CHIEF/PROBATIONARY PERIOD.** The City agrees to appoint Bennett as Police Chief for the City of Brigantine Police Department and he agrees to accept the position pursuant to the provisions of N.J.S.A. 40A:14-7 et. seq. and the City's Code, most notably §3-45, and any other relevant ordinances and resolutions of the City. Bennett will be subject to a ninety (90) calendar day probationary period during which time he can be removed from the position of Police Chief for any reason and returned to the position of Police Lieutenant.
2. **DUTIES AS POLICE CHIEF.** Bennett shall report directly to the City Manager and shall be responsible for the day to day operations of the Police Department in accordance with the City Code, State and Federal law, rules and regulations, as well as performing all other duties that may be assigned to him by the City Manager.
3. **COMPENSATION.** Bennett shall be paid by the City compensation of \$140,831.00, starting March 1, 2016 and continuing through February 28, 2019, except as noted herein.

The \$140,831.00 is comprised of the following: (a) Base Salary of \$130,000.00, (b) maximum longevity (which is the maximum amount Bennett is entitled to) of \$9,331.00; and (c) Uniform allowance of \$1,500.00. Any increase in 2017 and going forward shall be on the \$130,000.00 base salary. Bennett may be entitled to the same pay raise as the

PBA Union negotiates for superior officers in calendar years 2017 and beyond. He shall not receive any other than what is set forth herein.

4. INSURANCE. Bennett shall receive the same medical, prescription, dental and vision insurance, if applicable, that other non-union City managerial employees receive. Bennett shall also be subject to all of the provisions of Ch. 78, P.L. 2011. Should Bennett choose to "opt-out" of any and all of the benefits set forth above, he shall comply with all applicable statutory requirements as to such. In exchange for doing so, the disbursement to be provided to him for his participation in the "opt-out" program shall not exceed twenty-five (25%) percent of the premium difference, with an annual maximum amount for all "opt-outs" at \$5,000.00.
5. VACATION. Bennett shall be entitled to thirty (30) eight (8) hour day's vacation annually. For 2016, the amount shall be reduced by any vacation time taken in his previous position as Police Lieutenant. Any time to be taken must be previously approved in writing by the City Manager in accordance with City policies as to notice and related issues. Bennett shall be allowed to accumulate unused vacation time while in active employ with the City.
6. SICK TIME. Bennett shall be entitled to one hundred twenty (120) hours a year of sick leave which shall be accumulable if any and/or all of the annual allotment is unused. Bennett agrees that he shall be entitled to only a pro-rata share of the amount for calendar year 2016 for the period of March 1, 2016 through December 31, 2016 less any sick time used and/or deducted from Bennett's sick leave back for the period of January 1, 2016 through March 1, 2016.
7. TERMINAL LEAVE. Upon resignation or retirement, the Chief shall be paid for all accrued unused sick days, up to a maximum of one year, and vacation days, up to a maximum of 50 days, at his last regular rate of pay. If the Chief dies prior to resignation or retirement, the Chief's estate shall be paid for the above amounts of accrued unused sick and vacation time. If Bennett chooses not to fulfill the terms of the three (3) year contract he will be entitled to receive, at the time of retirement an amount equal to seventy five (75%) percent of the accrued, unused sick leave time, but not to exceed nine (9) months of Bennett's annual rate of pay.

At City's option, terminal leave shall be paid in one (1) lump sum or in bi-weekly installments while on terminal leave at Bennett's annual pay rate as defined above.

8. **PERSONAL LEAVE.** Bennett shall be annually entitled to five (5) eight (8) hours personal leave days, which shall be governed by the City policy as it applies to non-union managerial employees regarding notice, approval and usage. Said days shall not be carried forth into a subsequent year unless agreed to, in writing, by the City Manager. Irrespective, Bennett shall not be eligible for payment if the days are unused.
9. **HOLIDAYS.** Bennett shall be off from duty on all City recognized holidays for non-union managerial employees. If he is required to work on a holiday for any reason, he shall do so without additional compensation or time off.
10. **OVERTIME.** Bennett shall not be entitled to receive not shall be eligible to receive overtime pay or any other pay or time off in his capacity as Police Chief.
11. **WORK SCHEDULE.** Bennett's regular work schedule shall be forty (40) hours per week. The establishment of the actual daily hours and actual days worked shall be established between Bennett and the City Manager. Bennett shall also be required to attend all management meetings after hours, as well as council meetings (work, agenda, regular, etc.) and any and all other City functions in which his presence is requested by the City Manager at no additional compensation or time off.
12. **REMOVAL FROM THE POSITION.** Bennett may be removed, with or without cause, by the City Manager in accordance with all applicable law; the same applies as to the elimination of the position of Police Chief.
13. **NOTICE OF INTENTION TO RESIGN/RETIRE.** If Bennett elects to terminate this Agreement as to his employment as Police Chief prior to the expiration of this Agreement, by either resignation or retirement, he shall provide the City Manager at least sixty (60) calendar days' notice of same.
14. **TERM.** The terms of this Agreement shall expire on February 28, 2019 unless a new Agreement is entered into prior to such date. This paragraph does not guarantee employment to Bennett as Police Chief and/or with the City in any capacity through said date above. The City Manager retains the sole and absolute discretion to renew this Agreement and/or terminate same and/or any of the terms, conditions and/or provisions herein.
15. **SEVERABILITY.** If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

16. FULLY-BARGAINED AGREEMENT.

- (a) This Agreement contains all of the promises and understandings of Bennett and the City and there are no other agreements or understandings, except as set forth herein. This Agreement and the obligations contained herein may be amended only by a subsequent written agreement signed by Bennett and the City, with the approval of the governing body of the City.
- (b) Notwithstanding the foregoing, during any period prior to February 28, 2019, Bennett's service shall be governed by the terms and condition of his employment with the City as per this Agreement. Should Bennett's employment cease prior to February 28, 2019 in a manner which would result in his not being eligible for payment of either all or some of the unused sick and vacation days, he shall not be made eligible for payment by way of this Agreement.

17. EFFECT OF WAIVER. If a party, by its actions or omissions, waives or is adjudged to have waived any breach of this Agreement by any other party, any such waiver shall not operate or be construed or asserted as a waiver of any other subsequent breach of this Agreement.

18. KNOWING AND VOLUNTARY WAIVER.

- (a) Bennett acknowledges that he has read all of the terms of this Agreement and has had a reasonable opportunity to discuss it with individuals of his own choice, who are not associated with the City. He has been advised by the City to consult with an attorney of his own choosing.
- (b) Bennett also understands that he has the right to change his mind and cancel this Agreement within seven (7) calendar days following the date on which he signed it. This Agreement will not be effective until the end of this period ("Effective Date). If Bennett invokes such, he immediately agrees to return to the position of Police Lieutenant without litigation or other action having to be taken by the City.
- (c) Bennett represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations and/or cause of action referred to in the Agreement and that Bennett has not sold, assigned, transferred, conveyed and/or otherwise dispersed any of the claims, demands, obligations and/or causes of action in this Agreement.

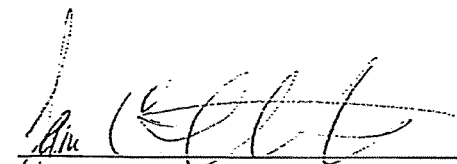
19. GOVERNING LAW: This Agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice of law that may otherwise be applicable.

20. INDIVIDUAL BOUND. This Agreement is binding upon and shall insure to the benefits of the parties hereto and their respective heirs, executors, administrators, personal or legal representatives, successors and/or assigns.

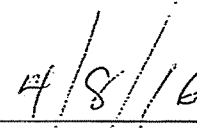
21. CAPTIONS FOR CONVENIENCE. The captions listed above the various paragraphs of this Agreement are for convenience only and shall not control or affect the meaning of or construction of this Agreement.

ACKNOWLEDGMENT. BY SIGNING THIS AGREEMENT, BENNETT STATES THAT:

- A. HE HAS READ IT;
- B. HE AGREES WITH EVERYTHING IN THIS AGREEMENT;
- C. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;
- D. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;
- E. HE HAS BEEN ADVISED HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,
- F. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS OWN FREE WILL.




James Bennett



Date:

ATTEST:



THE CITY OF BRIGANTINE BEACH,
ATLANTIC COUNTY, NEW JERSEY

