

AGREEMENT BETWEEN

**CITY OF BRIGANTINE,
NEW JERSEY**

AND

**BRIGANTINE WHITE COLLAR
EMPLOYEE'S ASSOCIATION**

January 1, 2020 – December 31, 2023

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AGREEMENT

THIS AGREEMENT entered into on this ____ day of _____, 2017, 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 the BRIGANTINE WHITE COLLAR EMPLOYEE’S ASSOCIATION, hereinafter called the “Association”, represents the complete and final understanding on all bargainable issues between the City and the Association.

ARTICLE I

PURPOSE

- A. This Agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1974 of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and employees; to prescribe the rights and duties of the City and employees; to provide for the resolution of legitimate grievances all in order that the public service shall be expedited and effectuated in the best interest of the people of the City of Brigantine and its employees and the City.

ARTICLE II
RECOGNITION

- A. The City recognizes the Association as the exclusive bargaining representative for all full time Administrative Secretaries, Administrative Clerks and Deputy Court Administrators employed by the City of Brigantine, including full time secretaries to boards and commissions of the City; excluding all other employees, including the Tax Collector, Tax Assessor, Court Administrator, Personnel Director, Administrative Assistants, City Clerk, Purchasing Agent, Deputy Municipal Finance Officer and all supervisors having the power to hire, discharge, discipline, evaluate employees, promote or effectively recommend same. Also excluded from the bargaining unit are: (1) seasonal, and (2) temporary employees who work no more than ninety (90) days in a one (1) year period.

- B. The title “employee” shall be defined to include all bargaining unit members, the plural as well as the singular and to include males and females.

- C. The term “full-time employee” refers to an employee who is normally scheduled to work thirty-five (35) or more hours per week. Part-time and seasonal workers shall be excluded from the bargaining unit. A seasonal worker is one who is employed on a temporary basis during the period between May 1st through September 30th. Part-time employees cannot be used for the purpose of defeating the City’s hiring of full-time employees.

ARTICLE III
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 the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees; and to require compliance by the employee is recognized.
 4. To hire all employees and subject to the provisions of 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 accordingly to law.
 6. 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, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the 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 IV

NON-DISCRIMINATION

- A. The City and the Association agree that there shall be no discrimination against any employee because of race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity 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..

- B. The City and the Association 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 Association against any member because of the member's membership or non-membership or activity or non-activity in the Association.

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

- A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause or authorize, 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 performance of the employees' duties of employment), work stoppage, slow down, walk out or other illegal job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

- B. The Association agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the City and that the Association will publicly disavow such 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 steps as may be necessary under the circumstances to bring about compliance with the Association order.

- C. Nothing contained in this Agreement shall be construed to limit or restrict the City 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 Association or its members.

- D. The City agrees that it will not engage in the lock out of any of its employees.

ARTICLE VI
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.
1. With regard to employees, 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 violation of policies, agreements and administrative decisions affecting them. With regard to the City, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
 2. With respect to employee grievances, no grievance may proceed beyond Step One 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 Step One herein.
- C. 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 aggrieved or the Association shall institute action under the provisions hereof within five working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter

informally. Failure to act within said five working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached informally within five working days of the initial discussion with the Department Head, the employee or the Association may present the grievance in writing within five working days thereafter to the City Manager. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy request by the grievant. The City Manager will respond in writing within ten working days of receipt of the written grievance.

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 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 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 any grievance is not processed 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.

ARTICLE VII
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 deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15, 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 Personnel Department.

- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal to the Personnel Department. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.93 as amended.

- F. The City agrees to deduct the fair share 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 of 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 shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.
- K. The Association shall establish and maintain a procedure whereby an 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 VIII
EMPLOYEE REPRESENTATION

- A. The Association must notify the City as to the names of officers and accredited representatives. No more than one (1) officer and alternate is to be designated for each facility.

- B. Representatives of the Association who are not employees of the City will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing union representation matters without prior notification to management.

- C. The Officer or alternate shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing union representation matters by obtaining permission from the Head of the Department, provided the Union provides the City with at least two (2) hours advance notice (or such shorter time as the City may approve in a specific case) of its intent to meet with employees.

- D. Association Officers or their designees shall be permitted leave from work without loss of pay to attend training seminars that are applicable to Association member business; up to a maximum of five (5) days per year.

- E. The City shall also permit use of office equipment, photocopiers, etc for official Association business

ARTICLE IX
PERSONNEL FILES

- A. The City shall establish personnel files or confidential records which shall be maintained under the direction of the City's Personnel Office.

- B. Upon prior written notice to the Office of the City Manager, all employees shall have access to their individual personnel file provided a representative of management is present while the employee reviews the file. Any such request shall not be unreasonably denied or delayed (two working days).

- 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 and 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 his individual personnel file and said response shall also be placed in the employee's individual personnel file.

ARTICLE X
DISCHARGE AND SUSPENSION

- A. No permanent employee who has completed the ninety (90) day probationary period shall be discharged, suspended or otherwise disciplined without just cause. With respect to suspensions and discharges, the City will notify the Association within twenty-four (24) hours and shall have a meeting within five (5) days thereafter at the Associations' request.

- B. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the City in writing within five (5) working days of the disciplinary action; otherwise, the same will be considered to have been made for just cause.

- C. Disciplinary warnings, if in writing, will be issued to the employee and a copy given to the Association. All warnings shall include the reasons for the issuance of the warning. No grievance disputing the warning will be considered unless it is submitted in writing within five (5) working days of its issuance.

- D. The Association may grieve and obtain binding arbitration under the provisions of this Agreement as to whether an employee has been discharged or suspended for just cause.

ARTICLE XI
WORK WEEK

- A. The basic work week shall consist of thirty-five (35) hours per week. The basic work day shall consist of seven (7) hours per day exclusive of a one (1) hour lunch period.

ARTICLE XII
OVERTIME

- A. Employees shall receive compensatory time (at straight time) for all hours worked in excess of thirty-five (35) in a week but less than forty (40) in the week. Employees shall not be permitted to accumulate more than 240 hours of compensatory time at any given time.

- B. Employees shall be compensated at one and one-half (1 ½) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) in a week.

- C. The provisions of this Article shall not apply to the Deputy Court Clerk whose compensation for overtime hours is covered in Article XIII (B) below.

- D. Employees shall not routinely be required to work overtime.

- E. Employees terminating their employment with the City or having their employment terminated by the City, shall be paid for overtime work accrued on an hour for hour basis.

- F. In the event of the closing of City Hall due to a weather emergency such as snowstorm or flooding, any employee who is required to remain at work after closing or come to work (full city hall closure) shall be compensated by compensatory time at 2 times per hour. In the even the association member is already at maximum compensatory time, the member will be paid overtime at 2 times per hour.

ARTICLE XIII

SALARIES

A. Beginning January 1, 2020, the annual base salaries to be paid for the following employees covered by this Agreement shall be as set forth below, parties agree that bearing on the city's financials, in the year 2021 this article may, with agreement by both parties, be reexamined.

Administrative Clerk/ Secretary				
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>Hire</u>	\$30,000	\$30,000	\$30,000	\$30,000
<u>2nd</u>	\$32,743	\$33,398	\$34,066	\$34,747
<u>3rd</u>	\$34,885	\$35,583	\$36,294	\$37,020
<u>4th</u>	\$37,028	\$37,769	\$38,524	\$39,294
<u>5th</u>	\$39,170	\$39,953	\$40,753	\$41,568
<u>6th</u>	\$41,313	\$42,139	\$42,982	\$43,842
<u>7th</u>	\$43,455	\$44,324	\$45,211	\$46,115
<u>8th</u>	\$45,598	\$46,510	\$47,440	\$48,389
<u>9th</u>	\$47,740	\$48,695	\$49,669	\$50,662
<u>10th</u>	\$49,883	\$50,881	\$51,898	\$52,936
<u>11th</u>	\$52,025	\$53,066	\$54,127	\$55,209
<u>12th</u>	\$54,168	\$55,251	\$56,357	\$57,484
<u>13th</u>	\$56,310	\$57,436	\$58,585	\$59,757
<u>14th</u>	\$58,453	\$59,622	\$60,815	\$62,031
<u>15th</u>	\$60,595	\$61,807	\$63,043	\$64,304
<u>16th</u>	\$62,738	\$63,993	\$65,273	\$66,578

B. The Deputy Court Administrator shall receive the applicable base annual salary for an Administrative Secretary plus an additional Two Thousand Five Hundred Dollars (\$2,500.00) included in the base salary per year to cover any hours worked between 35 and 40. Any time worked in excess of 40 hours in a pay week shall be compensated in accordance with Article XII of this Agreement titled overtime. Each time the Deputy Court Administrator is called to work after hours, the time shall be deemed two hours of work time.

- C. Employees shall receive an annual clothing maintenance allowance of Four Hundred Dollars (\$400.00) to be paid in the first pay of December.
- D. Employees who obtain and maintain the Technical Assistant to the Construction Official (TACO) certification from the NJDCA and who are assigned to the Construction Department shall receive a \$1,500.00 stipend annually.
- E. Employees who obtain and maintain the license of Tax Assessor, Tax Collector or City Clerk and who are assigned to those departments shall receive a \$1,500.00 stipend annually as long as the license remains valid and the employee is assigned to that department.

ARTICLE XIV
LONGEVITY

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 XV
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

B. If an employee is required to work on any observed holiday, he or she shall be compensated at the rate of two (2) times the hourly rate.

C. Holidays would be flexible for all employees if the Department Head determines there is a need.

ARTICLE XVI
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.

<u>In Calendar Year</u>	<u>Years of Service</u>	<u>Vacation Days</u>
One year		13 working days
Two years		13 working days
Three years		13 working days
Four years		17 working days
Five years		17 working days
Six years		17 working days
Seven years		19 working days
Eight years		19 working days
Nine years		19 working days
Ten years		19 working days
Eleven years		21 working days
Twelve years		21 working days
Thirteen years		21 working days
Fourteen years		23 working days
Fifteen years		23 working days
Sixteen years and above		26 working days

C. All employees hired on or after January 1, 2015, shall accrue vacation leave on a 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 (effective 1-1-18)

Years of Service Completed in Calendar Year	Vacation Days
1 year	5 working days
2 through 4 years	10 working days
5 through 9 years	13 working days
10 through 14	15 working days
15 through 19	17 working days
20 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 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. Employees who are called back to work while on vacation shall be compensated at twice the employee's normal rate of pay and will not lose their vacation days.

ARTICLE XVII
PERSONAL DAYS

- A. All bargaining unit personnel shall enjoy five (5) personal days per year 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 work day and is of such a nature that it cannot be attended to a time outside the work day.
- 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 must be submitted at least twenty-four (24) hours in advance when possible. 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.
- 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 XVIII
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 ¼) 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 ordered 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 shall be permitted to sell back the unused portion of the current year allotment at the rate of one (1) day's pay for every 1 and a half days (1.5) accumulated to a maximum of fifteen (15) days, provided that this sick leave buy back shall not reduce the employee's bank of accrued sick time below sixty (60) days. This repurchase of sick time shall be limited to sick time earned in the calendar year in which the sick time is repurchased by the City. Employees will receive a check for this repurchased sick leave in the last two weeks of December.
- I. 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.
- J. 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.
- K. Employees covered by this Agreement shall be eligible to receive donated sick or vacation leave from other employees covered by this Agreement if the recipient employee:
1. Has completed at least one year of continuous service with the City;
 2. Has exhausted all accrued sick, vacation and administrative leave, all sick leave injury benefits, if any, and all compensatory time off;
 3. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
 - 4.. Either:
 - a. Suffers from a catastrophic health condition or injury;
 - b. Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or
 - c. Requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow)
 5. For purposes of this section, a "catastrophic health condition or injury" shall be defined as follows:
 - a. With respect to an employee, a "catastrophic health condition or injury" is either:
 - i. A life-threatening condition or combination of conditions; or

- ii. A period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need for the family member's care by the employee for 30 or more work days.
- b. With respect to an employee's immediate family member, a "catastrophic health condition for injury" is either:
 - i. A life-threatening condition or combination of conditions; or
 - ii. A period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need for the family member's care by the employee for 30 or more work days.

6. An employee may request that the appointing authority approve his or her participation in the program, as a leave recipient or leave donor. The employee's supervisor may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.

- a. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the appointing authority medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.
- b. When the appointing authority has approved an employee as a leave recipient, the appointing authority shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time. The circulation of the employee's name shall be limited to bargaining unit members covered by this Agreement.
 - i. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.

7. A leave recipient must receive at least five sick days or vacation days or a combination thereof from one or more leave donors in order to participate in the donated leave program. A leave donor shall donate only whole sick days or whole vacation days and may not donate more than 30 such days to any one recipient.

- a. A leave recipient shall receive no more than 260 sick hours or vacations hours, and shall not receive any such days on a retroactive basis. The City Manager may extend the number of days at his/her discretion.
- b. A leave donor shall have remaining at least 280 hours of accrued sick leave if donating sick leave and at least 5 days of accrued vacation leave if donating vacation leave.
- b. A leave donor shall not revoke leave donation.

8. While using donated leave time, the leave recipient shall accrue sick leave and vacation leave and be entitled to retain such leave upon his or her return to work.

- a. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.

9. An employee shall be prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, an act of retaliation against an employee.

ARTICLE XIX
DISABILITY LEAVE

- A. Employees shall be granted a leave of absence for the length of a disability (including maternity) up to six (6) weeks whether or not they have accrued sick time. During this leave of absence, employees may utilize accrued sick leave, compensatory, personal and vacation time with any remaining portion of the leave being unpaid.

- B. Family Leave will be granted in accordance with the applicable State and Federal regulations.

ARTICLE XX
TERMINAL LEAVE

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

- B. In order for an employee to be eligible for the benefits enumerated in Section A. of this Article, the employee must have completed his/her full tenth (10th) years 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 Section A of this Article if the employee is eligible for the terminal leave benefits enumerated in Section A of this Article if the employee is eligible for disability retirement under the P.E.R.S. or in case of death.

- C. 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.

- 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 XXI
DEATH IN FAMILY 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 term "immediate family" shall include spouse, spouse equivalent, child (natural or adopted), stepchildren, daughter/son in law, 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 nieces, nephews, daughter/son in law parents, spouses grandparents, uncles, aunts and first cousins of an employee, one (1) day to attend the funeral shall be granted without loss of pay.

ARTICLE XXII
MILITARY LEAVE

- A. Permanent employees who enter upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for a period of such service and three months thereafter. In case of service connected illness or which would prevent him from returning to his employment such leave shall be extended until three months after recovery, but not beyond the expiration of two years after the date of discharge.
- B. An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his employment and resigned.
- C. A permanent employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) shall be granted a leave of absence for such period of training. Such leave is not considered military leave.
- D. An employee with provisional or temporary status who enters upon active duty with the Armed Forces or who, pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) either enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training, shall be recorded as having resigned.
- E. A permanent employee who is a member of the National Guard or Naval Militia or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation.
- F. A full time temporary or provisional employee who is a member of the National Guard or Naval Militia or of a reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay or without pay as provided by regulation.

ARTICLE XXIII
LEAVE WITHOUT PAY TO FILL ELECTIVE OFFICE

- A. A permanent employee shall be granted a leave without pay to fill elective public office for the period of the term of such office.

- B. Upon expiration of said term, such person shall be entitled to resume his position provided he applies for the same prior to the expiration of the leave and provided he shall return to duty within six years from the commencement of the leave, the employee's name shall be placed on a special re-employment list upon the expiration of such six year period.

- C. Any employee granted leave pursuant to this Article shall be continued in any health benefit plans only if the employee elects to retain said coverage and pays the premium for said coverage.

ARTICLE XXIV
INSURANCE

- 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 AmeriHealth Administrators. 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 expense, 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 XXV
SENIORITY

- A. All employees of the City shall be credited with seniority from date of employment within the Bargaining Unit unless otherwise determined in the sole discretion of the City which shall be called employment seniority.

- B. All employees shall serve an initial ninety (90) day probationary period. During this probationary period, employees will accrue benefits such as vacation leave, sick leave and personal days but shall not be entitled to take said time off until the end of the probationary period or any other time period enumerated in this Agreement.

ARTICLE XXVI
PROMOTIONS

- A. With respect to promotions into higher bargaining unit positions, if qualifications among employees seeking the position are equal, seniority shall be the determining factor.

- B. Bargaining unit employees may submit applications in connection with vacancies in non-bargaining unit positions just as any other applicants may apply for such vacancies but it shall be for the City in its sole discretion to decide who is to be selected for these positions.

- C. Association member positions which become vacant shall be first posted to current association members, for a period of 10 working days, prior to posting the position to non-association members who are currently in-house employees.

ARTICLE XXVII
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.

- 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.

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

ARTICLE XXVIII
SEPARABILITY AND SAVINGS

- A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions or the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXIX
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.

ARTICLE XXX
DURATION

- A. This Agreement shall be in full force and effect as of January 1, 2020 and shall remain in effect to, and including December 31, 2023. 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 16th Day of September 2017. 28

BRIGANTINE WHITE COLLAR EMPLOYEE'S ASSOCIATION

Colleen Felix
Atty
Hull Courtney
Lisa Nusumeci

CITY OF BRIGANTINE, ATLANTIC COUNTY, NEW JERSEY

Jack A. ... , City Manager.