

CITY OF BRIGANTINE

COUNTY OF ATLANTIC STATE OF NEW JERSEY

RESOLUTION NO. 2024- 55

RESOLUTION AUTHORIZING THE EXECUTION OF SETTLEMENT AND GENERAL RELEASE BETWEEN THE CITY AND AFSCME LOCAL 63

WHEREAS, the City of Brigantine ("City") and AFSCME Local 63 ("Union") are parties to a Collective Bargaining Agreement ("CBA") that covers terms and conditions for certain City Employees;

WHEREAS, in accordance with the terms of the CBA, the Union filed a Grievance with the City on behalf of an Employee regarding alleged issues related to his vacation time while a member of the Union;

WHEREAS, representatives of the City and the Union discussed the context of the aforementioned grievance and agreed to terms on a potential resolution as to the same contingent upon the final approval of City Council;

WHEREAS, the terms of resolution were reviewed by City Labor Counsel and incorporated into a Settlement Agreement & General Release for City Council's review (see attached);

WHEREAS, after review of the Settlement Agreement & General Release ("Agreement"), the City Council believes it is in the best interest of the City to execute the Agreement pursuant to the terms contained therein;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Brigantine, County of Atlantic, State of New Jersey as follows:

- 1. The averments above are incorporated herein as if set forth at length;
2. The City Council hereby authorizes the Mayor and/or City Administrator to execute the Agreement and any other accompanying documents on behalf of the City.

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND LAWFUL COPY OF A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF BRIGANTINE, COUNTY OF ATLANTIC, NEW JERSEY.

AT ITS MEETING OF March 20, 2024

Lynn Sweeney, RMC CITY CLERK

Table with 5 columns: COUNCIL MEMBERS, Y, N, NV, AB. Rows include SERA, RIORDAN, KANE, BEW, LETTIERI, HANEY, DeLUCRY. Includes legend: X-INDICATES VOTE NV=NOT VOTING AB=ABSENT

NOTICE: This is a very important legal document, and you should thoroughly review and understand the terms and effect of this document before signing it. By signing this Settlement Agreement and General Release, you will be completely releasing the City from all liability to you. Therefore, you should consult with an attorney before signing this Settlement Agreement and General Release. You have twenty-one (21) days from the date of distribution of these materials to consider this document. If you have not returned a signed copy of this Settlement Agreement and General Release by that time, we will assume that you have elected not to sign the Settlement Agreement and General Release. If you choose to sign the Settlement Agreement and General Release, you will have an additional seven (7) days following the date of your signature to revoke the Settlement Agreement and General Release, and the Settlement Agreement and General Release shall not become effective or enforceable until the revocation period has expired.

SETTLEMENT AGREEMENT & GENERAL RELEASE

This Settlement Agreement (the "Agreement") is made this 6th day of March, 2024 by and between the City of Brigantine, (hereinafter referred to as the "City"), AFSCME Local 63 (hereinafter referred to as the "Union") and Jim Doring, (hereinafter referred to as the "Employee").

WITNESSETH

WHEREAS, the Union filed an internal Grievance with the City on behalf of Employee with regard to issues related to Employee's vacation time while a member of the Union (hereinafter referred to as the "Grievance");

WHEREAS, on February 13, 2024, the City forwarded their position as to the Grievance and parties subsequently agreed to resolve the matter as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and representations herein contained, and intending to be legally bound, the parties understand and agree as follows:

1. **Dismissal of Grievance.** Employee and the Union understand and agree that they will withdraw the Grievance from the City, with prejudice, as part of this Agreement. Failure to do so will result in a material breach of this Agreement;
2. **Payout.** The City agrees to issue Employee a check in the amount of \$9,864.00, minus applicable taxes and withholdings ("payout amount"). This payout amount constitutes the equivalent of 25 vacation days at 8 hours per day, which equals 200 hours of time at Employee's 2021 hourly rate of \$49.32/hr. The Union acknowledges that this payout is appropriate and agrees not to object to the payout or pursue additional grievances related to the payout on behalf of any of its members. Said payout is contingent upon the City Council's final approval.
3. **Release of Claims.** Employee, for himself, his heirs, executors, administrators, successors, and assigns, hereby releases and forever discharges the City and its

departments, political subdivisions, successors, and assigns, and their respective past, present and future representatives, council members, commissioners, officers, agents, employees, citizens, insurance carriers, successors, and assigns, and the estate(s) of theirs from any and all action, causes of action, lawsuits, claims, charges, debts, sums of money, accounts, covenants, contracts, controversies, agreements, promises, trespasses, damages, liabilities, judgments, executions, and/or demands of any nature whatsoever, whether in law or in equity, or with any individual, agency, organization, or governmental body, whether known or unknown, which Employee ever had, now has, or can, shall, or may have under any contract, tort or common law theory, and/or under any Federal, State, local statute, including but not limited to: the Age Discrimination in Employment Act, 29 U.S.C. §621 et seq., as amended by the Older Worker's Benefit Protection Act, specifically §626; Title VII of the Civil Rights Act of 1964 and 1991, as amended, 42 U.S.C. § 2000e, et seq. and laws amended thereby; the Civil Rights Act of 1966, 42 U.S.C. §1981, et seq.; the Civil Rights Statutes contained in 42 U.S.C. §1983, 1985 and 1986 and any related laws; the New Jersey Civil Rights Act, N.J.S.A. 10:6-2 et seq.; the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, et seq.; the Federal Family and Medical Leave Act, 29 U.S.C. §2601, et seq.; the Employee Retirement Income Security Act, 29 U.S.C. §1001, et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 791, et seq.; the Equal Pay Act, 29 U.S.C. §206(d); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq.; the New Jersey Family Leave Act, N.J.S.A. 34:11b-1, et seq.; the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq.; the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1; and any other Federal, State or local equal employment opportunity laws, regulations, or ordinances; or under a theory of negligence; interference with contract/business advantage, fraud; intentional infliction of emotional distress; and/or any other duty or obligation of any kind or description. This release shall apply to all known, unknown, unsuspected, and anticipated claims, liens, injuries, and damages up to and including the day of the date of this Agreement.

4. **No Legal Action.** Employee represents that, he has not filed any complaint, claim or charge against any other party with any local, state or federal agency or court, other than the Grievance which will be withdrawn and /or dismissed, and will not do so at any time hereafter, and that if any agency or court assumes jurisdiction of any complaint, claim or charge against the City, Employee will request such agency or court to withdraw from the matter. This provision shall not affect any rights Employee may have under the applicable law to challenge the validity of his waiver of claims under the ADEA.

5. **Non-precedent Setting.** This Agreement shall be non-precedent setting and shall not be used as evidence or constitute a past practice in any future grievance or arbitration proceeding.

6. **Integration.** It is understood between the parties that neither party has relied upon any representation, express or implied, made by any other party or their counsel or any of their representatives, and that this Agreement constitutes the entire understanding of the parties and

cannot be modified except in writing signed by all of the parties hereto. **EMPLOYEE ACKNOWLEDGES THAT HE HAS BEEN ADVISED THAT HIS LEGAL RIGHTS AND RESPONSIBILITIES WILL BE AFFECTED BY EXECUTING THIS AGREEMENT.**

7. **Severability.** In the event that any section or part of this Agreement shall be found to be void or unenforceable, such section or part shall be deemed to be surplusage and the remainder of the Agreement shall remain in full force and effect.

8. **Governing Law; Jurisdiction.** The parties agree that this Agreement shall be interpreted in accordance with the laws of the State of New Jersey and that any dispute involving the terms of this Agreement shall be brought in the Superior Court of New Jersey, Atlantic County, which the parties agree shall have exclusive jurisdiction of any such claims.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement to be executed and signed the day and year first written above.

City of Brigantine

By: 

Name: Tiger Platt

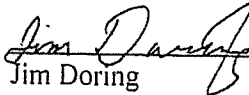
Title: City Administrator

AFSCME

By: 

Name: Daga Kabala

Title: SHOP steward / Union Pres.


Jim Doring