

RESOLUTION NO. 2022-105

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,
COUNTY OF OCEAN, STATE OF NEW JERSEY APPOINTING
RODNEY HAINES AS TOWNSHIP ADMINISTRATOR AND
AUTHORIZING AN EMPLOYMENT AGREEMENT**

WHEREAS, the position of Township Administrator was created pursuant to Chapter 86 Article III of the Township Code of the Township of Little Egg Harbor; and

WHEREAS, on February 11, 2021, Mr. Rodney Haines was also appointed the interim Township Administrator via Resolution # 2021-63; and

WHEREAS, the Township Committee has determined Mr. Haines is qualified for the position of Township Administrator; and

WHEREAS, the Township and Mr. Haines have agreed to various terms and conditions of his employment as Township Administrator and Township CFO, attached hereto as Schedule A; and

WHEREAS, the governing body desires to appoint Rodney Haines as Township Administrator and authorize the execution of an employment agreement with the Rodney Haines which contains the aforementioned terms and conditions of employment.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body hereby appoints Rodney Haines to the position of Township Administrator.
2. The governing body does hereby authorize the execution of the employment agreement with Rodney Haines, as Township CFO and Business Administrator attached hereto as Schedule A.
3. That a certified copy of this resolution, together with a copy of the agreement between the parties, shall be forwarded to Mr. Rodney Haines and the Department of Community Affairs.

CERTIFICATION

I, KELLY LETTERA, RMC, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 14th day of April 2022.



KELLY LETTERA, RMC
Township Clerk
Township of Little Egg Harbor

AGREEMENT BETWEEN
TOWNSHIP OF LITTLE EGG HARBOR
AND
RODNEY R. HAINES, CMFO
CHIEF FINANCIAL OFFICER and
TOWNSHIP ADMINISTRATOR

JANUARY 1, 2022 to DECEMBER 31, 2025

THIS AGREEMENT made this 14th day of April, 2022 by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087, (hereinafter referred to as the “Township” or “Employer”) and **RODNEY R. HAINES, CMFO**, Chief Financial Officer and Township Administrator (hereinafter referred to as “Haines” or “Employee”).

WITNESSETH:

1. **TERM:** This is an employment contract commencing as of January 1, 2022 and continuing through December 31, 2025.
2. **POSITION:** The position of the Chief Financial Officer is a statutory position, the license and requirements to hold such position is defined with N.J.S.A. 40A:9-140.1 through N.J.S.A. 40A:9-140.16. Employee is a confidential employee and a managerial executive employee.

The Chief Financial Officer is responsible for the proper financial administration of the Township under the “Local Government Supervision Act (1947),” P.L.1947, c.151 (C.52:27BB-1 et seq.); the “Local Bond Law,” (N.J.S.40A:2-1 et seq.); the “Local Budget Law,” (N.J.S.40A:4-1 et seq.); the “Local Fiscal Affairs Law,” (N.J.S.40A:5-1 et seq.); and the “Local Public Contracts Law,” P.L.1971, c.198 (C.40A:11-1 et seq.); and such other statutes, and such rules and regulations promulgated by the Director of the Division of Local Government Services, the Local Finance Board, or any other State

agency, as may pertain to the financial administration of the Township. The Chief Financial Officer shall be further responsible for the proper administration of his office.

The Township Administrator serves at the will of the Township Committee. The Administrator is responsible to carry out, to the best of his ability, all duties reasonably imposed upon him by the Ordinances of the Township of Little Egg Harbor, Statutes of the State of New Jersey and other such duties as the Mayor and Township Committee shall, from time to time, require of him.

3. **HOLIDAYS:** The Employee shall be entitled to the same paid holidays as other non-union Township employees

4. **WORK WEEK:** The Chief Financial Officer/Township Administrator shall work a full-time schedule. The parties agree and acknowledge that the Chief Financial Officer/Township Administrator shall be a salaried employee and exempt from overtime. The Employee agrees and acknowledges that the job duties may require more than a 40-hour workweek. The Employee shall be required to complete assignments and fulfill the duties as specified in state statutes N.J.S.A. 40A:9-140.1 through 40A:9-140.16, job description, policy, procedures and directives. This means that the Chief Financial Officer acknowledges and agrees that he may be called to work more than 40 hours per week. Should the Chief Financial Officer be absent from the office four or more hours in a workday the Chief Financial Officer shall utilize available leave time as appropriate to the circumstances (e.g. sick leave, personal leave, or vacation leave).

5. **COMPENSATION:**

a. The annual base salary to be paid to the Chief Financial Officer for the duration of the contract shall be as follows:

Jan. 1 – Dec. 31, 2022	\$126,888.00
Jan. 1 – Dec. 31, 2023	\$129,425.76
Jan. 1 – Dec. 31, 2024	\$131,367.15
Jan. 1 – Dec. 31, 2025	\$131,367.15

b. The employee shall receive \$2,500.00 a month as a Stipend for the Administrator Position for a total of \$30,000 per year as set forth below:

Jan. 1 – Dec. 31, 2022	\$30,000.00
Jan. 1 – Dec. 31, 2023	\$30,000.00
Jan. 1 – Dec. 31, 2024	\$30,000.00
Jan. 1 – Dec. 31, 2025	\$30,000.00

In consideration for the terms and conditions of employment set forth in this agreement, the Chief Financial Officer specifically agrees to the above annual base salary and explicitly and expressly waives any and all rights to any increase pursuant to N.J.S.A. 40A:9-165.

6. **LEAVE TIME:**

Unpaid leave of absence

Unpaid leave of absence may be granted upon such terms and conditions as shall be approved by the Township Committee.

Temporary paid leave of absence

The Chief Financial Officer shall be granted time off annually without deduction from pay or accumulated leave time for the following requests:

- Personal – 48 hours (6 days)
- Sick – 128 hours (16 days)
- Vacation – 200 hours (25 days)

Vacation: The Employee shall notify the Township Administrator or the Township Committee of any vacation requests in excess of five (5) days, approval of which shall not be withheld without cause. The Employee shall be granted twenty-five (25) days of vacation per year. Due to the responsibility of the Employee in performing the duties of the position, the Employee shall be permitted to carry over unused vacation time for a period of one (1) year. Vacation leave is considered earned on a monthly basis even though the leave time may be credited on January 1st each year.

Upon the death of the Employee, any and all unused earned vacation leave shall be paid to the Employee's estate within thirty (30) days.

Vacation shall not accrue after the Employee has resigned or retired, although the Employee's name will be retained on the payroll until the exhaustion of paid leave time.

Vacation leave shall not accrue and is not included in calculating years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) or more calendar days. An accumulation of up to one (1) year unused vacation time may be carried from the year earned to the next year. Thereafter, the prior year's unused vacation leave time is forfeited.

Shall the Employee retire or otherwise separate in good standing from the employment with the Township, the Employee shall be compensated for unused earned vacation leave time at the current rate of pay.

Sick Leave shall be defined as the absence of the Employee from duty because of non-occupational related illness, accident, injury, disability or exposure related contagious disease or an absence, for a reasonable period of time, due to the serious illness of a member of the Employee's immediate family and shall be the same as provided to all other Township employees.

The Employee shall be granted sixteen (16) days per year, sick leave granted at the commencement of each year in anticipation of continued employment. If the Employee does not utilize the annual sick leave, or any part thereof, the Employee may accumulate such unused sick leave time from year to year up to a maximum of 2080 hours.

Sick leave credits shall not accrue after the Employee has resigned or retired although the Employee's name will be retained on until the exhaustion of vacation leave or other unpaid leave.

Should the Employee be separated for any reason from employment with the Township without having earned any utilize sick leave, the Employee shall have the unearned portion deducted from the final paycheck on a prorated basis.

7. SUPPLEMENTAL COMPENSATION ON RETIREMENT

The Employee shall be entitled to supplemental compensation upon retirement if he has been regularly employed with the Township for a minimum of 10 years. Supplemental compensation shall be computed at the rate of 50% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of separation up to a maximum of \$15,000.00. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation.

- (a) In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days.
- (b) Periods of leaves of absence without pay shall be excluded from the computation.

8. HEALTH AND WELFARE: The Chief Financial Officer shall receive the same health insurance benefit package given to all other non-union Township employees. The Employee shall pay the monthly premium co-pay amounts, if any, through payroll deduction in the same amount paid by all other non-union Township employees.

9. PROFESSIONAL ASSOCIATIONS AND CONTINUING PROFESSIONAL EDUCATION: The Township shall pay the costs of training, seminars and classes that relate to position of Chief Financial Officer. The Township shall pay for any additional training, seminars and classes necessary for the Chief Financial Officer to maintain any licenses relevant to his Township employment subject to the approval of the Township Administrator. The Township shall also pay for travel expenses relating to the attendance of the annual New Jersey League of Municipalities Convention. The costs of training, seminars and other reasonable expenses shall be limited to the amount approved in the annual administrative budget.

10. OTHER EMPLOYMENT: The CFO shall devote all of his work efforts to the Township toward the fulfillment of his obligations under this contract. Outside employment, business ownership or affiliation, which would constitute a conflict of interest or violate New Jersey's Local Government Ethics Law, is strictly prohibited.

11. MOTOR VEHICLE TRANSPORTATION, CELLULAR COMMUNICATIONS: The Chief Financial Officer shall not receive a car allowance. The Township shall provide the Employee a cellular phone number wherein he may conduct Township Business and be reached during business and non-business hours.

- 12. SAVINGS CLAUSE:** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any Court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement. The laws of the State of New Jersey shall govern this agreement. If any provision of this Agreement is deemed invalid, the Township Administrator/Township Committee and Chief Financial Officer will meet for the purpose of negotiating changes made necessary by law or actions of the court.
- 13. REOPENER:** In the event the employee ceases to be appointed the Township Administrator, the contract may be reopened at the request of either party.
- 14. COMPLETENESS OF AGREEMENT:** The above items set forth the terms and conditions of employment for Rodney R. Haines as Chief Financial Officer for the Township of Little Egg Harbor.
- 15. DURATION OF AGREEMENT:** It is agreed by the parties hereto, that this agreement will expire on December 31, 2025. It is agreed by the parties hereto, that negotiations shall begin not later than thirty (30) calendar days prior to the expiration of the agreement. In the event no new agreement is reached prior to termination of this agreement, then this agreement shall remain in full force and effect regardless of the employee's title until a new agreement is executed.
- 16. EMPLOYEE'S RIGHTS AND PRIVILEGES:** Nothing contained herein shall be construed to deny or restrict Employee's rights and privileges pursuant to any other applicable State laws or regulations. The rights granted to the Employee hereunder shall be deemed in addition to those mandated by law.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this agreement on this 14th day of April, 2022

WITNESS & ATTEST:



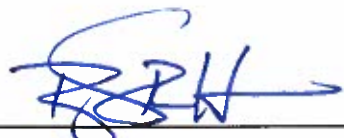
KELLY LETTERA, RMC
Township Clerk
(Seal)

TOWNSHIP OF LITTLE EGG HARBOR



JOHN KEHM, Mayor

As to Rodney R. Haines



RODNEY R. HAINES