

RESOLUTION NO. 2022-196

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,
COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING
THE EXECUTION OF A MEMORANDUM OF AGREEMENT
WITH AFSCME NJ COUNCIL #63, LOCAL 3304E (BLUE
COLLAR)**

WHEREAS, the Township and the AFSCME NJ Council #63, Local 3304E, Blue Collar (Union), are parties to a collective negotiations agreement with a term of January 1, 2019 through December 31, 2021; and

WHEREAS, on or about March 5th and March 6th, 2022, the Township assigned certain employees to perform work which entitled them to overtime pay at a rate of time and one half, and

WHEREAS, the Union filed a grievance on or about March 8, 2022 alleging that in making said overtime assignment the Township skipped over a more senior qualified employee in violation of Article X of the collective negotiations agreement, and

WHEREAS, the grievance was moved through the contractual grievance process and is presently scheduled for hearing by Arbitrator Gayl Mazuco on August 24, 2022; and

WHEREAS, the parties have discussed the matter and are desirous of resolving the pending grievance without further resort to the arbitration process; and

WHEREAS, the governing body desires to authorize the execution of an agreement, attached hereto as Schedule A, with the Union in order to resolve the grievance.

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 does hereby authorize the execution of an agreement with AFSCME NJ Council #63 Local 3304E in a form substantially similar to the agreement attached hereto as schedule A and approved by the Township Labor Attorney.
2. That a certified copy of this resolution, together with a copy of the agreement between the parties, shall be forwarded to the AFSCME NJ Council #63 Local 3304E, Township Chief Financial Officer and Township Labor Counsel.

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 11th day of August, 2022.



KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

SETTLEMENT AGREEMENT

AFSCME COUNCIL 63 -and- TOWNSHIP OF LITTLE EGG HARBOR
PERC Docket No. AR-2022-462
(Overtime Work)

WHEREAS, AFSCME Council 63, Local 3304D (“Council 63”) represents a bargaining unit of employees employed by the employer, Township of Little Egg Harbor (“the Township”), and

WHEREAS, on or about March 5th and March 6th, 2022, the Township assigned certain employees to perform work which entitled them to overtime pay at a rate of time and one half, and

WHEREAS, Council 63 filed a grievance on or about March 8, 2022 alleging that in making said overtime assignment the Township skipped over a more senior qualified employee in violation of Article X of the collective negotiations agreement, and

WHEREAS, the grievance was moved through the contractual grievance process and is presently scheduled for hearing by Arbitrator Gayl Mazuco on August 24, 2022, and

WHEREAS, the parties have discussed the matter and are desirous of resolving the pending grievance without further resort to the arbitration process,

It is on this _____ day of August, 2022, hereby AGREED as follows:

1. The Township agrees to pay employee Ellis Donnelly six (6) hours of overtime at a rate of time and one half his regular hourly rate as of March 2022 through standard payroll procedures in complete and full satisfaction of any and all claims related to the grievance and arbitration.
2. The above payment is in full satisfaction of the grievance and any and all claims related to the underlying action. The Employee and Union waive their respective rights to further grieve or challenge the alleged actions giving rise to the grievance.
3. The Township and Council 63 agree to discuss the issue of overtime allocation as part of the current negotiations for a successor contract.
4. Upon the signing of this agreement by both parties, the union shall withdraw the pending grievance without prejudice. Upon full payment to Donnelly as set forth in paragraph one (1) above, the grievance shall be deemed to have been withdrawn with prejudice.

5. The terms of this agreement shall be not relied upon as precedent or introduced at any proceeding except as necessary to enforce its terms. Both the Township and the union reserve all rights, claims and defenses as may apply to the underlying grievance.

The Parties hereby acknowledge their agreement to the terms and conditions set forth above by signing below.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESS & ATTEST:

Township of Little Egg Harbor

Kelly Lettera
Township Clerk
(Seal)

By _____
Honorable John Kehm, Jr, Mayor

For Union:

Witness

By _____
President AFSCME Council 63 Local 3304D

For Employee

Witness

By _____
Ellis Donnelly