

RESOLUTION NO. 2022-278

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING
THE EXECUTION OF A MEMORANDUM OF AGREEMENT AND
COLLECTIVE BARGAINING AGREEMENT WITH USWU LOCAL
255**

WHEREAS, the negotiation committees of the Township of Little Harbor and the USWU Local 255 met and negotiated terms and conditions of employment for various employees of the Department of Community Affairs, including the subcode officials and inspectors; and

WHEREAS, the parties have come to an agreement with regard to the terms and conditions of the collective bargaining agreement for the period of time between January 1, 2022 and December 31, 2025; and

WHEREAS, the governing body wishes to authorize execution of the Memorandum of Agreement and subsequent collective bargaining agreement with the USWU Local 255.

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 the memorandum of agreement with the USWU Local 255 for a period of time retroactive from January 1, 2022, to December 31, 2025 in a form acceptable to the Township Labor Counsel.

2. That the governing body further authorizes the execution of the collective bargaining agreement which will incorporate the terms of the memorandum of agreement between the Township of Little Egg Harbor and USWU Local 255 with regard to the terms and conditions of employment in a form acceptable to the Township Labor Counsel.

3. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Memorandum of Agreement with the USWU Local 255 and the Township, and the collective bargaining agreement between the Township and the USWU Local 255.

4. That this resolution shall take effect immediately.

5. That a certified copy of this resolution shall be forwarded to the USWU Local 255 and the Chief Financial Officer/Township Administrator.

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 8th day of **December, 2022**.



KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

Memorandum of Agreement

This Memorandum of Agreement (“Agreement”) is made this ____ day of _____ 2022, by and between the USWU, Local 255, (Union) and Township of Little Egg Harbor.

WHEREAS, the Township of Little Egg Harbor and USWU, Local 255 are parties to a collective negotiations agreement effective January 1, 2017 through December 31, 2021 concerning the terms and conditions of employment for the various members of the Department of Community Affairs; and

WHEREAS, the parties are actively engaged in negotiations for a successor agreement; and

WHEREAS, the Township and Union have reached an agreement as set forth below; and

WHEREAS, the negotiating committees for the Township and Union have agreed to recommend this agreement for ratification and approval to their respective constituents.

NOW THEREFORE, the Parties hereby agree to the following terms as full and final settlement of the above matter:

1. All parties acknowledge these terms and conditions are subject to ratification, and the mediator retains jurisdiction until ratification by both parties.
2. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.
3. All terms and conditions agreed to herein shall remain settled and incorporated into the new agreement. All other terms and conditions not contained herein shall remain status quo. All other proposals are hereby withdrawn by both parties.
4. Health and Welfare, Article IV shall be amended to add Section 7 to state entirely as follows: 7. In the event the employee is suspended without pay for 30 days or more, the employee is responsible for payment of all premiums for health care coverage beginning on the 31st day of the suspension. If the employee fails to pay the full amount of the premium, coverage will be terminated and the employee will be advised of its COBRA entitlement.
5. Article VI is revised to state as follows:
 - A. The following days are designated as paid holidays for permanent, full-time employees:
 1. New Year's Day
 2. Lincoln's Birthday.

3. Presidents Day
4. Good Friday
5. Memorial Day
6. Independent Day
7. Labor Day
8. Columbus Day
9. General Election Day
10. Veterans Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day
14. Martin Luther King Day
15. Floating Day

- B. The Floating Holiday may be utilized by each employee in the same manner as a personal day. The Employee is entitled to One Floating Holiday per year and the Floating Holiday shall not accrue.

Holidays falling on a Saturday will be observed on the preceding Friday, and holidays falling on a Sunday will be observed on the following Monday.

- C. Employees shall not be entitled to holiday leave during terminal leave.

6. Article VII Sick Leave: Delete Subsection L in its entirety.
7. Article VII Sick Leave Subsection M(2): The parties agree to file a scope of negotiations petition concerning the Sick Leave Provision at M(2). If PERC rules that the term is negotiable, the parties agree to the following revision to M(2) as set forth herein: Employee shall utilize the sick days that have been converted into vacation days and shall not carry the converted vacation leave time into the next calendar year. Any unused converted time is lost. It is expressly agreed and understood that the Employee shall not be compensated for any unused converted time. It is further agreed and expressly understood that the employee shall not be compensated for any unused converted time at the time of retirement. If PERC rules that the provision is not negotiable, the parties will delete the provision from the contract.
8. Article VII Sick Leave, Subsection 2 (B) shall be amended to delete \$18,000 and replace with \$15,000.
9. Article VIII- Wages subsection (A) shall be revised as follows:
 - A. Employees covered by this agreement shall receive the following wage increases:
 1. Effective January 1, 2022, and retroactive to said date, employees covered by this agreement shall receive a 2.5% increase to their annual base salaries.

2. Effective January 1, 2023, and retroactive to said date, employees covered by this agreement shall receive a 2.5% increase to their annual base salaries.
 3. Effective January 1, 2024, and retroactive to said date, employees covered by this agreement shall receive a 2.0% increase to their annual base salaries.
 4. Effective January 1, 2025, and retroactive to said date, employees covered by this agreement shall receive a 2.0% increase to their annual base salaries.
10. Article IX- Workweek and Work Schedule: The parties agreed to revise Section A as follows: Employees workweek consists of forty (40) hours per week, including one hour paid lunch break. The employees shall work 10 hour days four days a week. The Union and Township shall agree to a monthly schedule that will ensure the office is open 5 days a week, Monday- Friday from 7:00 am to 5:00 pm. The Township Administrator, Department Head or immediate supervisor may schedule Employees to work in any day Monday through Friday if necessary. All leave hours, with the exception of holidays, shall be converted to hours. There shall be no increase in leave hours with the conversion of the schedule to four 10-hour days. Each employee is required to use 10 hours of leave time if the employee is scheduled to work a 10-hour schedule. If a holiday falls on an employee's scheduled day off due to the 10 hour shift, the employee is entitled to utilize the holiday on Tuesday, Wednesday or Thursday in the week the holiday was observed or will be observed. Holidays may only be utilized as a full day. Holidays not utilized by the employee within the week of the observed holiday are forfeited. The employee shall not be compensated for any unused holiday hours for any reason.
 11. Article XI- Leaves of Absences (B) Unpaid Leave of Absence (1) Education: the parties agree to delete the following sentence: For any educational leave of absence more than ninety (90) days but less than one (1) year, the Employee may request in writing to the Township Committee prior to the completion of the leave period, that the Employee be placed upon a preferential waiting list to be reassigned to his or her former job title.
 12. Article XV shall be amended to include subsection (L) to state the following
The Township proposes to provide each Union member with \$300.00 of clothing reimbursement per year. The reimbursement must be for appropriate approved clothing which are reasonably related to the union members job duties. Retroactive for 2022
 13. The parties agree to move Article XX to Article XXI. Article XXI shall read as follows:
This Agreement shall be effective and remain in full and effect from January 1, 2022 through December 31, 2025.
 14. The parties agree to add an Article XX - Part-time employees:
 - A. Part-time employee means employees who work 29 hours or less a week.
 - B. The following provisions apply to all part-time employees:

1. Sick Leave: Part time employees are entitled to prorated sick leave as provided to full-time employees in Article II in accordance with NJAC 4A:6-1.3.
2. Holidays: Part-time employees are not entitled to Holidays Article VI.
3. Personal Days: Part-time employees are not entitled to Personal Days in Article XI(A) (2) or Jury Duty Leave Article XI(A)(3).
4. Part-time employees are entitled to Article XI(A)(4) and Article XI(B)(1), (2), (3) Article III (C).
5. Part-time employees are not entitled to the benefits set forth in Article IV.

15. The Parties acknowledge and agree that the terms of this agreement will be incorporated into the Parties Collective Negotiations Agreement.

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

WITNESS & ATTEST:



Kelly Lettera
Township Clerk
(Seal)

Township of Little Egg Harbor

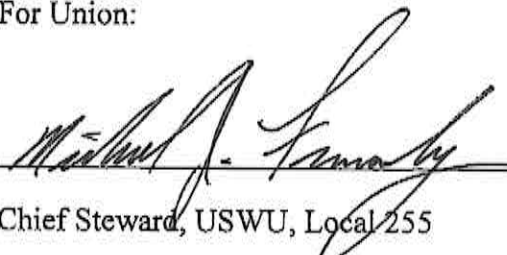
By  _____

Honorable John Kehm, Jr, Mayor

For Union:



Witness

By  _____
Chief Steward, USWU, Local 255

Witness

By _____

USWU Business Agent