

RESOLUTION NO. 2021-249

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING AN EMPLOYMENT AGREEMENT WITH DEPUTY CLERK SUSAN FARRELL

WHEREAS, the Township of Little Egg Harbor appointed Deputy Clerk Susan Farrell as the Township Registrar of Vital Statistics; and

WHEREAS, the Township and Ms. Farrell have agreed to various terms and conditions of her continued employment; and

WHEREAS, the Township Committees desires to authorize the execution of a employment agreement 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 does hereby authorize the execution of the employment agreement with Ms. Susan Farrell for the period of January 1, 2021 through December 31, 2023, attached hereto as Schedule A.

2. That a certified copy of this resolution, together with a copy of the agreement between the parties, shall be forwarded to the Chief Financial Officer, Township Labor Counsel and Ms. Farrell.

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 **November, 2021**.



KELLY LETTERA, RMC
Township Clerk
Township of Little Egg Harbor

r|m|s|h|c
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EMPLOYMENT AGREEMENT

TOWNSHIP OF LITTLE EGG HARBOR
AND
DEPUTY/ASSISTANT TOWNSHIP CLERK AND REGISTRAR OF VITAL STATISTICS

THIS AGREEMENT made this ____ day of _____, 2021, 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 Township, New Jersey, hereinafter referred to as the "Township" and Susan M. Farrell, RMC, CMR, Deputy/Assistant Township Clerk and Registrar of Vital Statistics, herein after referred to as "Farrell" or "Employee."

WHEREAS, the Township and Farrell have reached an agreement for her continued employment.

WHEREAS, the Township and Farrell wish to set forth the terms of continued employment in her respective positions.

TERMS OF AGREEMENT

1. The term of this Agreement will be effective and remain in full force and effect from January 1, 2021 through December 31, 2023, or until a successor Agreement is reached.
2. Farrell shall receive \$10,000 added to her base salary for compensation for the duties of the Registrar of Vital Statistics.
3. Farrell shall receive a 0% increase for 2021, 2% increase for 2022 and 2% base salary for 2023.
4. Farrell's total base salary, including the payment provided in paragraph 2 and increases provided paragraph 3, shall be as follows:

	<u>Hourly Salary</u>	<u>Yearly Salary</u>
January 1, 2021 - June 30, 2021:	\$30.47 per hour	\$63,377.00
July 1, 2021 - December 31, 2021:	\$35.28 per hour	\$73,377.00
January 1, 2022 - December 31, 2022:	\$35.98 per hour	\$74,845.00
January 1, 2023 – December 31, 2023	\$36.70 per hour	\$76,342.00

HEALTH INSURANCE & MEDICAL PLANS

The Township will provide health insurance coverage to all full-time Employees in accordance with the following provisions:

1. Township will provide medical and hospitalization, prescription drug coverage, dental coverage and vision coverage to Employee, Employee's spouse and Employee's eligible dependents.

- a. All medical provisions will be in accordance with the provisions of Chapter 78 P.L. 2011, in its entirety, as amended. Employees will be responsible for payment of their full share premium contribution as set for in Ch. 78.
 - b. It is understood and agreed by the parties that the continual cost of healthcare insurance is of great importance and concern and that efforts must be undertaken by the Township and the Employees to ensure that such costs are contained. To accomplish and facilitate the goal of containing and reducing health care costs, it is expressly agreed between the parties that should there be an agreement between the Township and all collective bargaining units an establishment and utilization of cost savings plan on the cost of health insurance premiums the parties agree to reopen this Agreement on health insurance only.
2. Retirement – The Township agrees to pay all of the premiums, subject to Ch 78 contributions and/or any required contributions set forth in Township Ordinance 90-4, related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for Employee, Employee’s spouse, Employee’s eligible dependents, provided the Employee has retired after 25 years or more of service credit in a State or locally administered retirement system and a minimum period of 20 years of service with the Township at the time of retirement; or has reached the age of 62 years and retires with a minimum period of service of 15 years with the Township or has retired on a disability pension, such retirement benefits will be provided in accordance with the following.
- a. This benefit shall terminate at such time as the retired Employee or spouse become eligible for Medicare.
 - b. A retired Employee’s entitlement to all or any part of the health insurance coverage provided to non-retired Employees shall be limited to the coverage including, but not limited to, the deductibles, co-payments and out-of-pocket limits, contained in the health care insurance plans provided to non-retired employees, as well as the retired employee’s continued payment of the applicable health insurance premium contribution.
 - c. The provision pertaining to retiree health insurance benefits contained here shall be renegotiated in the event the EEOC and/or a court determine that the pertinent contract language violates the ADEA or other federal or state law, and conforms to Chapter 78 P.L. 2011 reforms.
 - d. If the Employee should die when retired, the Township shall continue to pay and provide to such retired Employee’s family the health insurance benefits provided in paragraph one of this article until such time as the deceased Employee’s spouse remarries or reaches such an age as to qualify to receive Medicare. Children of the deceased Employee will be covered until they have coverage of their own or reach the maximum age for eligibility as set forth in the plan. This provision is limited

to employees currently members of this bargaining unit and will not be applicable to future employees.

- e. The Township agrees that Medicare supplemental insurance will be available for the retired Employee over Medicare age at the employee's sole expense.

VACATION, HOLIDAYS, SICK AND PERSONAL LEAVE

1. Employee will be entitled to the following annual vacation leave, with pay:

From the beginning of the fifteenth calendar year of employment and thereafter – 30 days
2. Holidays: Employee shall receive the same holidays as provided to members of the White Collar Unit.
3. Sick Leave: Sick leave shall be defined as the absence of an 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 employees. Employee shall receive the same sick leave benefits and supplemental compensation as provided to all other employees.
4. Personal: Personal leave time will be 72 hours annually.
5. Leave of Absence: Paid leave of absence covering Jury Duty and work related injury or disability shall be allowed by the Township in accordance with the provisions provided to all other employees. Unpaid leave for education and family leave shall be allowed in accordance with the provision provided to all other employees.
6. There will no longer be any annual sell back of any vacation, sick, or personal time. Due to the limitations placed upon their availability to request time off, they will be permitted, with a written request and with the approval of the Administrator, a reasonable carryover of vacation and comp time, for one year from the year in which same is earned.
7. Employee will be entitled to convert up to ten (10) sick days per year into vacation days in accordance with the following conditions: a) The request must be approved by the Administrator; b) the converted sick days must be used in the calendar year accrued and not carried over to another year, nor shall the employee be compensated for same at separation; c) The conversion shall not be granted unless all other vacation time has been exhausted, d) The employee's sick leave bank must contain at least 30 days after deducting the requested conversion days.
8. Supplemental Compensation Upon Separation – For all retirees at the date of signing this Agreement:

- A. Employees hired on or after January 1, 1998, shall be entitled to supplemental compensation upon separation for earned, unused sick leave time in accordance with the following provisions:
1. In order to be eligible for supplemental compensation an Employee shall have been regularly employed by the Township for not less than ten (10) years.
 2. Employees who are removed for cause as the result of criminal conviction or as the result of an agreement with a county, state or federal prosecuting agency to resign or retire in lieu of criminal prosecution arising out of work related matters shall not be eligible for supplemental compensation.
 3. In the case of an Employee who would be eligible for supplemental compensation, but who dies, prior to formally separating from the Township, 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 from the date Township receives notice of the Employee's death.
 4. The supplemental compensation shall be computed at the rate of 50% of the Employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of separation up to a maximum of \$18,000.00. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation. The supplemental compensation shall not exceed \$18,000.00
 5. Overtime pay and other supplemental pay shall be excluded from this compensation.
 6. Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which an Employee is eligible.
- B. Employees seeking payment of supplemental compensation shall provide one year's notice in advance to the Township Administrator so that appropriate budgetary provision can be made for payment of the funds. Should such notice not be provided, the Township may elect to defer the payment to the following year's budget cycle.

EMPLOYEE RIGHTS AND PRIVILEGES

Nothing contained herein shall be constructed 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.

ENTIRE AGREEMENT AND SEVERABILITY

The parties acknowledge the foregoing constitutes their entire agreement regarding the terms and conditions of employment, along with any applicable employee handbook. No terms or conditions are imposed other than as set forth in this agreement. If any section, subsection, paragraph or clause of this agreement is deemed or declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this agreement which shall remain in full force or effect; and to this end the provision of this contract are hereby deemed to be severable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

KELLY LETTERA
Township Clerk

By _____
HONORABLE JOHN KEHM, Mayor

As to Susan M. Farrell

SUSAN M. FARRELL