

RESOLUTION NO. 2021 -230

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING
SETTLEMENT AGREEMENT WITH USWU, LOCAL 255**

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, on or about February 4, 2021, the Union filed a grievance with the Township alleging unit member, Mr. John Cooley, was entitled to out-of-title pay for the various dates; and

WHEREAS, on or about February 11, 2021, the Township Administrator denied the grievance; and

WHEREAS, on or about March 2, 2021, the Union submitted the matter to Arbitration Docket No. AR-2021-370; and

WHEREAS, the parties have discussed the grievance and arbitration and have reached a mutually acceptable resolution of the grievance.

WHEREAS, in an effort to avoid further cost of arbitration, the governing body desires to authorize the execution of a settlement and release.

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 settlement agreement attached hereto as Exhibit A between the USWU, Local 255 and the Township of Little Egg Harbor is hereby authorized.
2. That Mayor and Township Clerk are hereby authorized to execute and attest to, respectively, the agreement and release attached hereto as Schedule A.
3. That a certified copy of this resolution shall be sent to the Township Chief Financial Officer, USWU Local 255 representative and the Township Labor Counsel.

CERTIFICATION

I, Kelly Lettera, RMC, Township 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 October, 2021.



KELLY LETTERA, Township Clerk
Little Egg Harbor Township

SETTLEMENT AGREEMENT AND RELEASE

This Memorandum of Agreement (“Agreement”) is made this ____ day of _____ 2021, by and between the USWU, Local 255, (Union), John Cooley (employee) 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, on or about February 4, 2021, the Union filed a grievance with the Township alleging unit member, Mr. John Cooley, was entitled to out-of-title pay for the following dates 1/23/20, 2/12/20, 2/14/20, 2/27/20, 3/5/20, 6/22/20, 7/1/20, 7/13/20, 7/14/20, 7/15/20, 7/16/20, 7/17/20, 7/27/20, 7/28/20, 7/29/20, 8/4/20, 9/17/20, 9/18/20, 9/21/20, 9/23/20, 9/25/20, 10/27/20, 11/4/20, 11/5/20, 11/6/20, 11/18/20, 11/23/20, 11/24/20, 11/25/20, 12/8/20, 1/4/21 and 1/5/21; and

WHEREAS, on or about February 11, 2021, the Township Administrator denied the grievance; and

WHEREAS, on or about March 2, 2021, the Union submitted the matter to arbitration; and

WHEREAS, the matter was assigned Docket Number AR-2021-370 by PERC; and

WHEREAS, the parties have discussed the grievance and arbitration and have reached a mutually acceptable resolution of the grievance.

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

1. This Agreement sets forth all of the terms and conditions of the Parties’ resolution of the Grievance Arbitration AR-2021-370.
2. The Township will pay the employee, through standard payroll procedures, \$1,843.20, less the usual deductions, in complete and full satisfaction of any and all claims related to the grievance and arbitration.
3. 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.
4. The Employee and Union shall dismiss the grievance and arbitration with prejudice.
5. In exchange for the consideration set forth in Paragraphs 2, the sufficiency of which is hereby acknowledged, employee and union hereby waive, release and discharge any and all claims or rights that he has or may have against Employer, Township of Little Egg, and any and all other officers, employees, representatives, agents, successors and assigns of Township (collectively, the “Released Parties”), including any claim for attorneys’ fees, costs or other monetary relief, relating to the facts and circumstances

of this pending arbitration. Employee does not waive or release any claim that cannot be waived or released as a matter of law.

6. To comply with the Older Workers Benefit Protection Act, if applicable, this Agreement advises Employee of the legal requirements of the Act and fully incorporates the legal requirements by reference into this Agreement. Accordingly, by executing this Agreement, Employee acknowledges that he: (i) fully understands the terms and conditions of this Agreement; (ii) has consulted with an attorney to review the Agreement; (iii) specifically waives his right to pursue any current claims he may have under the Age Discrimination in Employment Act; (iv) has been given twenty-one (21) days within which to consider this Agreement; and (v) has 7 days from the date of the execution of this Agreement to revoke it. Employee understands that he may rescind this Agreement within 7 calendar days of signing it, and such rescission must be in writing and delivered to counsel for the Township either by hand or by certified mail within the 7 day period.
7. This agreement is non-precedential and shall not be used as any admission of contract interpretation for any dispute between any of the parties to this agreement.
8. This Agreement may not be modified, altered, changed, discharged, terminated, or waived, except upon express written consent of the Parties.
9. The Parties agree that if any portion of this Agreement is deemed unenforceable, the remainder of the Agreement shall be fully enforceable.
10. The Parties acknowledge that they have entered into this Agreement voluntarily and hereby sign it without duress or coercion.
11. The Employee acknowledges and confirms that he has been fully and fairly represented by the Union, it's officers, agents, representatives, and counsel.
12. This Agreement shall be governed by the laws of the State of New Jersey.

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

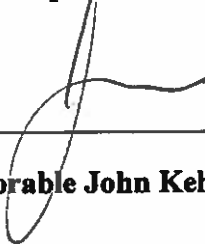
IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESS & ATTEST:



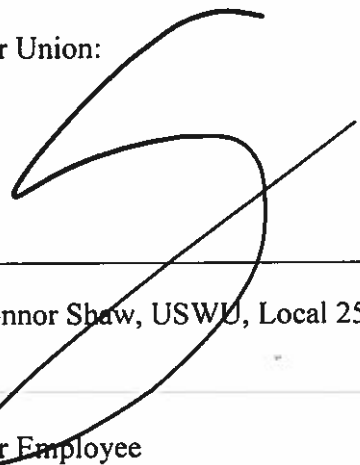
Kelly Lettera
Township Clerk
(Seal)

Township of Little Egg Harbor

By 

Honorable John Kehm, Jr, Mayor

For Union:




By

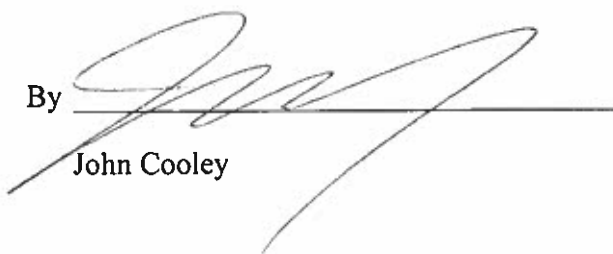
Connor Shaw, USWU, Local 255

For Employee

Witness


Witness *Michael Flomasky*

By


John Cooley