

RESOLUTION NO. 2022-197

**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
GOVERNMENT WORKERS UNION, PUBLIC SAFETY
TELECOMMUNICATORS**

WHEREAS, the negotiation committees of the Township of Little Harbor and the GWU met and negotiated terms and conditions of employment for the Public Safety Telecommunicators of Little Egg Harbor Township; 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, 2020 and December 31, 2023; and

WHEREAS, the governing body wishes to authorize execution of the Memorandum of Agreement and subsequent collective bargaining agreement with the Government Workers Union, Public Safety Telecommunicators.

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 Government Workers Union, Public Safety Telecommunicators for a period of time retroactive from January 1, 2020, to December 31, 2023 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 the Government Workers Union, Public Safety Telecommunicators 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 Government Workers Union, Public Safety Telecommunicators and the Township, and the collective bargaining agreement between the Township and the Government Workers Union, Public Safety Telecommunicators.

4. That this resolution shall take effect immediately.

5. That a certified copy of this resolution shall be forwarded to the Government Workers Union, Public Safety Telecommunicators 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 11th day of August, 2022.



KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made this 08th day of August 2022, by and between the Government Workers Union, Public Safety Telecommunications Operators (Union) and Township of Little Egg Harbor (Township).

WHEREAS, the Township and the Government Workers Union, Public Safety Telecommunications Operators, were parties to a collective negotiations agreement with a term of January 1, 2016 through December 31, 2019; and

WHEREAS, the Township and Union have been engaged in good faith collective negotiations for the purpose of reaching an agreement on the terms and conditions of employment 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:

1. Except as herein modified, the terms and conditions set forth in the January 1, 2016 through December 31, 2019 Collective Negotiations Agreement between the Township and the Union shall remain in full force in effect.
2. The Contract term is from January 1, 2020- December 31, 2023.
3. Article II: Agency Shop is deleted in its entirety
4. Article 4, Health and Welfare, Paragraph 1 Coverage shall be amended to add Section C to state entirely as follows:

C. 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 for the period of 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, Holidays Section A is amended to delete Lincoln’s Birthday and add Black Friday and Juneteenth.
6. Article 7, Sick Leave Section M paragraph (1) shall be amended to include the following: “The request may be approved or disapproved at the discretion of the Administrator.”

7. Article 7, Sick Leave Section M shall be amended to include the following:

M(2): The 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.
8. Article 7, Sick Leave Section N (2) shall be deleted and replaced with the following:

Employees hired on or after January 1, 1998 but before May 21, 2010, shall be entitled to supplemental compensation upon retirement for earned, unused sick leave time in accordance with the following provisions:
9. Article 7, Sick Leave Section N (3) shall be moved in its entirety to Sick Leave Section N (4)
10. Article 7, Sick Leave Section N (3) shall be amended to read in its entirety:

Employees hired on or after May 21, 2010 shall be entitled to supplemental compensation upon retirement for earned, unused sick leave time in accordance with the following provisions:

 - a. In order to be eligible for supplemental compensation an Employee shall have been regularly employed by Employer for not less than ten (10) years.
 - b. 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.
 - c. The supplemental compensation shall be computed at the rate of 50% the Employees daily rate of pay for each date 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. The supplemental compensation shall not exceed \$15,000.00.
 - d. Employees hired on or after May 21, 2010 shall not be entitled to terminal leave
 - e. Overtime pay and other supplemental pay shall be excluded from the compensation.
 - f. Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.
11. Article 7, Sick Leave Section N shall be amended to replace the phrase "supplemental compensation upon separation" to "supplemental compensation upon retirement."

12. Article VIII, Wages, Section B Increases shall be deleted and replaced with the following:
 1. Effective January 1, 2020, the base salaries of the union shall be increased by 0%.
 2. Effective January 1, 2021, the base salaries of the union shall be increased by 2%.
 3. Effective January 1, 2022, the base salaries of the union shall be increased by 2.5%.
 4. Effective January 1, 2023, the base salaries of the union shall be increased by 2.5%.
13. Article VIII, Wages, Section E Wage Schedule shall be deleted and replaced with the Wage Schedule on Exhibit A, attached hereto and incorporated herein.
14. Article VIII, Wages shall be amended to add Section H that will read entirely as follows:

On Tracey Habich's anniversary date of August 14, 2022, Ms. Habich will be placed at Step 14 on the salary guide. She will not be entitled to any retroactive increase for the placement on this Step.
15. Article IX, Out of title (B) shall be amended to read entirely as follows:

"Any Employee who, with the prior approval of the Chief of Police and Township Administrator, performs duties outside his or her job duties and in a higher unit title series, for more than 8 consecutive hours, shall be paid the higher base rate of pay for performing said duties. In such cases, the Employee shall be compensated for all such time from the commencement of performing the duties of the higher classification. Any employee whose title specifically provides for assuming or performing the duties of an Employee in a higher classification shall not receive any adjustment to his or her regular rate of pay."
16. Article XII Leaves of Absences. (B) Unpaid Leave of Absence, (1) Education, shall be amended 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."

17. Article XVII General Provisions, shall be amended to add Section G, Supervisor Cell Phone Reimbursement:
- The Township will provide an annual \$250.00 cell phone reimbursement to the Supervising Telecommunicators. The reimbursement shall be paid on or before May 15th of every year.
18. Article XVIII, Uniforms, Section A shall be amended to provide the following:
- Summer: 4 Short sleeve shirts and 1 zip up or pullover sweater
- Winter: 4 long sleeve shirts and 1 zip up or pullover sweater
19. Article XX Completeness of Agreement shall be moved to Article XXI.
20. Article XXI Savings Clause shall be moved to Article XXII.
21. Article XXII shall be moved to Article XXIII and shall read as follows:
- This Agreement shall be effective and remain in full force and effect from January 1, 2020 to December 31, 2023 or until a successor Agreement is executed.
22. Article XX shall now be entitled Part-time Employees and shall read entirely as follows:
- A. Part-time employee means employees who work 29 hours or less per week.
 - B. The following provisions apply to all part-time employees:
 - 1. Vacation: Part time employees are entitled to prorated vacation leave as provided to full-time employees in Article V in accordance with NJAC 4A:6-1.2.
 - 2. Sick Leave: Part time employees are entitled to prorated sick leave as provided to full-time employees in Article VII in accordance with NJAC 4A:6-1.3.
 - 3. Holidays: Part-time employees receive time and a half for working on a holiday.
 - 4. Personal Days: Part time employees are entitled to prorated personal leave as provided to full-time employees in Article XII.
 - 5. Part-time employees are entitled to Article XII(A)(3), (4) and Article XII (B)(1), (2), (3) and (4).
 - 6. Part-time employees are not entitled to the benefits set forth in Article IV.
23. 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, RMC
Township Clerk
(Seal)

Township of Little Egg Harbor

By 

Honorable John Kehm, Mayor

Government Workers Union



Witness

By 

President, Government Workers Union