

RESOLUTION NO. 2023-070

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,
COUNTY OF OCEAN, STATE OF NEW JERSEY, RATIFYING THE
TERMS OF A MEMORANDUM OF AGREEMENT AND
AUTHORIZING THE EXECUTION OF THE COLLECTIVE
NEGOTIATIONS AGREEMENT WITH THE AFSCME LOCAL
3304E (BLUE COLLAR)**

WHEREAS, the negotiation committees of the Township of Little Harbor and the AFSCME LOCAL 3304e (Blue Collar) met and negotiated terms and conditions of employment for the White Collar employees 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, 2022 and December 31, 2024; and

WHEREAS, the governing body wishes to ratify the terms of the Memorandum of Agreement and authorize the execution of the collective bargaining agreement with the AFSCME LOCAL 3304e (Blue Collar).

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 ratify the terms of the memorandum of agreement with the AFSCME LOCAL 3304e (Blue Collar) for a period of time retroactive from January 1, 2022, to December 31, 2024.

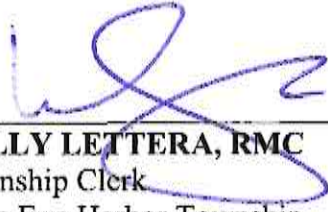
2. That the governing body authorizes the execution of the collective bargaining agreement which will incorporate the terms of the memorandum of agreement between the Township of Little Egg Harbor and the AFSCME LOCAL 3304e (Blue Collar) with regard to the terms and conditions of employment in a form acceptable to the Township Labor Counsel.

3. That this resolution shall take effect immediately.

4. That a certified copy of this resolution shall be forwarded to the AFSCME LOCAL 3304e (Blue Collar) 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 9th day of **February, 2023**.



KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

**MEMORANDUM OF AGREEMENT
AFSCME LOCAL 3304E -and- TOWNSHIP OF LITTLE EGG HARBOR**

AFSCME Local 3304E ("AFSCME" or "the Union") and the Township of Little Egg Harbor ("Township"), having negotiated in good faith with respect to a successor collective negotiations agreement, and having reached agreement on those terms, hereby agree to recommend that the members of the Union ratify, and the Township approve, the following modifications to the collective negotiations agreement covering the period between January 1, 2019 through December 31, 2021. Unless specifically set forth below, the terms and conditions set forth in the contract covering the period between January 1, 2019 through December 31, 2021 shall remain unchanged and shall carry over into the successor agreement.

1. Article I – Recognition – Add a paragraph G as follows: "The rights and responsibilities conferred upon the parties pursuant to the Workplace Democracy Enhancement Act are hereby incorporated by reference as if fully set forth in this Agreement."
2. Article II – Sick Leave - Delete Paragraph L
3. Article II – Sick Leave – Paragraph M – The parties acknowledge that the Township has filed a scope of negotiations petition concerning the conversion of sick leave to vacation leave. If PERC holds that the conversion of sick leave to vacation leave is negotiable the parties agree to revise section M.2 to read: "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." If PERC holds that such conversion is not negotiable, Paragraph M shall be deemed unenforceable.
4. Article II – Sick Leave – Amend limit on cash out at Paragraph N, Section 2.d from "\$18,000.00" to "\$15,000."
5. Article III – Leaves of Absence - Revise last sentence of Paragraph B.1 to read: "An employee on an educational leave for more than ninety (90) days but less than one (1) year would be entitled to return to the same job title held at the time the leave commenced."
6. Article VI – Health and Welfare – Revise to add Paragraph 1.B, as follows: "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 his COBRA entitlement."

7. Article VIII – Uniform Allowance – The “Schedule C” referred to in Paragraph B shall be removed and replaced with the “Schedule A” proposed by the Township (attached).
8. Article IX – Wages – Revise Paragraph A, Increases, to read as follows: “The salaries of each employee shall be increased across the board on January 1 of each year as follows: effective and retroactive to January 1, 2022 - \$.75 per hour, effective and retroactive to January 1, 2023 - \$.75 per hour, effective January 1, 2024 - \$.75 per hour.” Schedule A shall be revised accordingly.
9. Article X – Work Week, Rest Periods, Overtime and Call-in Time – add the following language to Paragraph A: “During the period between Memorial Day and Labor Day, the Township will implement a ‘summer hour’ schedule which shall commence at 6:00 am and conclude at 2:00 pm, Monday through Friday, provided however, that two (2) members of the bargaining unit shall be required to staff the yard until 3:00 pm each day. The parties agree to develop an equitable schedule for this purpose.”
10. Article X – Work Week, Rest Periods, Overtime and Call-in Time – add the following language to Paragraph C.4: “For the purpose of this section, an employee is qualified for an overtime assignment if the employee has been trained to perform the duties assigned. If an employee is skipped due to a qualification determination, the skipped employee will be offered the next overtime assignment for which he/she is qualified.”
11. Article XIX – Termination and Extension of Agreement – revise to read “This Agreement shall be effective and remain in full force and effect from January 1, 2022 through December 31, 2024 or until a successor Agreement is executed.”
12. New Article – Part Time Employee (placement to be determined) -- add the following:
 - A. Part time employee means employees who work 20 hours or less per 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 N.J.S.A. 4A:6-1.3
 2. Holidays: Part time employees are not entitled to Holiday pay in Article V
 3. Personal Days: Part time employees are not entitled to Personal Days in Article III(A)(1), but are entitled to Jury Duty in Article III(A)(2) if the Jury Duty falls on a scheduled work day.
 4. Part time employees shall receive the benefits provided under Article III(A)(3), Article III(B)(1), (2) and (3), and Article III(C).
 5. Part time employees shall not receive the benefits set forth at Article VI
 - C. Part time employees shall pay union dues consistent with Article I

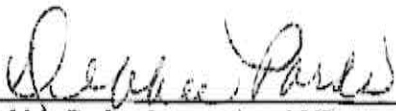
- D. The Township agrees that part time employees will not be used to replace full time employees and that the number of hours worked by part time employees shall not exceed sixty (60) hours per week. This limit shall not apply to seasonal employees.
- E. Part time employees will not be included on the overtime list.

13. New Article – Education (placement to be determined) - add the following:

- A. The Township will reimburse the employee tuition for job-related courses in specific trades or vocations determined as necessary and/or beneficial to the Township by the Township Administrator. To be eligible for reimbursement the course must be pre-approved by the Township Administrator and the employee must successfully complete the same. If the employee voluntarily separates from the Township within one year of the date the course is completed, the employee must pay the Township for 100% of the tuition paid by the Township. If the employee voluntarily separates after one year but prior to the two year anniversary of the date the course is completed the employee will have to reimburse the Township for 50% of the tuition paid by the Township.
- B. An employee who obtains a trade or technical license will receive differential pay in the amount of \$2.00 per hour if and when the Township assigns the licensed work to the employee, for the duration of the assignment.
- C. The tuition reimbursement program set forth in paragraph A above shall be available to all members of the bargaining unit subject to the limitations and requirements established.

For AFSCME Local 3304E

For the Township of Little Egg Harbor



Debbie Parks, International VP, Assoc. Dir.



Rodney Haines, Township Administrator

Dated:

Dated: 2/3/23