

**RESOLUTION NO. 2024-065**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,  
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING  
AN EMPLOYMENT AGREEMENT WITH RICHARD  
WISNIEWSKI AS SUPERVISOR OF THE DEPARTMENT OF  
PUBLIC WORKS**

**WHEREAS**, pursuant to Resolution 2018-238, the Township of Little Egg Harbor appointed Richard Wisniewski as Supervisor of the Department of Public Works; and

**WHEREAS**, the Township and Mr. Wisniewski have agreed to various terms and conditions as to his employment; and

**WHEREAS**, the governing body desires to authorize the execution of an employment agreement with Richard Wisniewski as Supervisor of the Department of Public Works which contains the aforementioned terms and conditions of his 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 an employment agreement with Richard Wisniewski as Supervisor of the Department of Public Works in a form substantially similar to the agreement attached hereto as schedule A and approved by the Township Labor Attorney.
2. That a certified copy of this resolution, together with a copy of the agreement between the parties, shall be forwarded to the Richard Wisniewski, Township Chief Financial Officer and Township Labor Counsel.

**CERTIFICATION**

**I, KELLY LETTERA, CMC, 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 8<sup>th</sup> day of **February, 2024**.



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**KELLY LETTERA, CMC, RMC**  
Township Clerk  
Little Egg Harbor Township

## **EMPLOYMENT AGREEMENT**

### **TOWNSHIP OF LITTLE EGG HARBOR AND**

**Richard Wisniewski, Supervisor in the Department of Public Works**

THIS AGREEMENT made this day of 2024, 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 Rich Wisniewski, Supervisor in the Department of Public Works, or "Employee."

WHEREAS, the Township and Rich Wisniewski have reached an agreement for his continued employment.

#### **I. TERM OF AGREEMENT**

The term of this Agreement will be effective and remain in full force and effect from January 1, 2022 through December 31, 2024, or until a successor Agreement is reached.

#### **II. MANAGEMENT RIGHTS**

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by law and the Constitutions of the State of New Jersey and the United States, except as may be specifically modified by this Agreement.

#### **III. COMPENSATION**

A. The annual base salary to be paid to the Employee for the duration of the contract shall be as follows:

2022:	\$32.00 per hour
2023:	\$32.75 per hour
2024:	\$33.50 per hour

#### **IV. ACKNOWLEDGEMENT**

The Employer and the Employee recognize that the Employee is in an exempt position under the Fair Labor Standards Act. Notwithstanding the foregoing, the employee will be entitled to overtime at a rate of time and a half for any hours actually worked over 40 hours in a week.

#### **V. HEALTH INSURANCE & MEDICAL PLANS**

A. The Township will provide health insurance coverage to the Employee as provided under the Township's Personnel Policy.

B. All medical provisions will be in accordance with the provisions of Chapter 78 P.L. 2011, in its entirety, as amended. Employee will be responsible for payment of their Tier IV premium contribution as set forth in Ch. 78.

C. Retirement - The Township agrees to pay the premiums 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; 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:

D. This benefit shall terminate at such time as the retired Employee or spouse become eligible for Medicare.

E. 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 at a Tier IV rate.

**VI. VACATION, HOLIDAYS, SICK AND PERSONAL LEAVE**

A. Vacation -

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

ELIGIBILITY	LEAVE
From the beginning of the first calendar year of employment to the end of the third year of employment	12 days
From the beginning of the fourth calendar year of employment to the end of the sixth calendar year of employment	15 days
From the beginning of the seventh calendar year of employment to the end of the tenth calendar year of employment	20 days
From the beginning of the eleventh calendar year of employment to the end of the fourteenth calendar year of employment	25 days
From the beginning of the fifteenth calendar year of employment and thereafter	30 days

First year hires are prorated at one (1) day per month employed.

B. Holidays: The Employee shall receive the same holidays as provided to members of the Blue-Collar Unit.

C. 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. The Employee shall receive the same sick leave benefits as provided in the Township's Policies and Procedures Handbook. Sick leave credits shall not accrue after the employee has resigned or retired although his name remains on the payroll until exhaustion of vacation leave or other paid leave.

D. Personal: Personal leave time will be 72 hours annually.

E. 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 provisions provided to all other employees.

F. Supplemental Compensation Upon Retirement

Employee shall be entitled to supplemental compensation upon retirement 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. The supplemental compensation shall be computed at a 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 ~~\$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~~ RW 18,000.00 RW 18,000.00

3. Employees seeking payment of supplemental compensation shall provide one year's notice in advance to the Township Administrator so that appropriate budgetary provisions 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.

## VII. EDUCATION

The Employer will cover the expenses of maintaining all professional certifications, annual continuing education classes, licenses or other requirements of the position held or used on behalf of the Township in conducting the duties of the position.

If the Employee seeks to obtain another job-related license or certification determined as necessary and/or beneficial to the Township by the Township Administrator, the Township will reimburse the employee for the cost of tuition. 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.

**VIII. UNIFORM AND MEAL ALLOWANCE**

Employee will be entitled to the same uniform allowance as is provided for in the contract with the Blue-Collar employees.

After 12 hours of continuous work (8 regular and 4 overtime), Employee shall receive a \$20 meal allowance with a 30-minute rest

**IX. SAVINGS CLAUSE**

If any section, clause, portion or article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be illegal, such section, clause, portion or article may and shall continue in full force and effect absent the portion found to be illegal or unconstitutional.

**X. EMPLOYEE'S RIGHTS AND PRIVILEGES**

Nothing contained herein shall be construed 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.

**XI. ENTIRE AGREEMENT**

The parties acknowledge that the foregoing constitutes their entire agreement regarding the terms and conditioned of employment. No terms are implied or imposed except as established in this agreement.

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

**WITNESS & ATTEST:**

  
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**KELLY LETTERA, CMC, RMC**  
Township Clerk

**Township of Little-Egg Harbor**  
  
\_\_\_\_\_  
**BLAISE SCIBETTA, MAYOR**  
Township of Little Egg Harbor

  
\_\_\_\_\_  
Witness

**EMPLOYEE**  
By   
\_\_\_\_\_  
**Richard Wisniewski**