

RESOLUTION NO. 2024-082

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG
HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE EXECUTION OF A MEMORANDUM
OF UNDERSTANDING 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, 2022 through December 31, 2025 concerning the terms and conditions of employment for the various members of the Department of Community Affairs; and

WHEREAS, unit member and employee John Cooley has been temporary performing the duties of Zoning Officer and Floodplain Administrator; and

WHEREAS, the Township has agreed to provide Mr. Cooley with a temporary increase in pay and a stipend for the additional duties until the Township has hired an employee to serve as the Zoning Officer, Floodplain Administrator and/or the Department Head; and

WHEREAS, the governing body wishes to authorize execution of the Memorandum of Understanding with the USWU Local 255 concerning the above mentioned agreement.

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 USWU Local 255 to provide Mr. Cooley with a temporary increase in pay and a stipend for the additional duties until June 28, 2024 or until the Township has hired an employee to serve as the Zoning Officer, Floodplain Administrator and/or the Department Head in a form acceptable to the Township Labor Counsel.
2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Memorandum of Agreement with the USWU Local 255.
3. That this resolution shall take effect immediately.

4. That a certified copy of this resolution shall be forwarded to the USWU Local 255 and the Chief Financial Officer/Township Administrator.

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 14th day of **March, 2024**.



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

Memorandum of Understanding

This Memorandum of Agreement ("Agreement") is made this 14th day of MARCH 2024, by and between the USWU, Local 255, (Union), Mr. 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, 2022 through December 31, 2025 concerning the terms and conditions of employment for the various members of the Department of Community Development; and

WHEREAS, unit member and employee John Cooley has been temporary performing the duties of Zoning Officer and Floodplain Administrator; and

WHEREAS, the Township has agreed to provide Mr. Cooley with a temporary increase in pay and a stipend for the additional duties until the Township has hired an employee to serve as the Zoning Officer, Floodplain Administrator and/or the Department Head; and

WHEREAS the parties desire to enter into this Memorandum of Agreement to memorize their agreement.

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

1. Effective January 29, 2024, Mr. Cooley's base salary will be increased by \$5.00 an hour for the temporary duties as the Zoning Officer. The increased salary will terminate on June 28, 2024 or upon the date the Township hires an employee as the Zoning Officer, if earlier unless and until the agreement is extended by the parties in writing.
2. Effective January 29, 2024 Mr. Cooley will also be paid a stipend of \$1,480.76 pro-rated over eleven (11) bi-weekly pay periods commencing January 29, 2024 for the temporary duties related to Floodplain Administrator. The additional stipend payment will terminate on June 28, 2024 or upon the date the Township hires an employee as the Floodplain Administrator, if earlier unless and until the agreement is extended by the parties in writing.
3. Mr. Cooley will receive the above stipend paid in eleven (11) installments through the normal payroll with the first installment due for the payroll period commencing January 29, 2024 through June 28, 2024. A copy of the installment payout schedule is attached hereto as "SCHEDULE A."
4. The Union and Township acknowledge the base salary increase and stipend is sufficient and is reasonable compensation for the temporary duties.

5. During this agreement, Mr. Cooley and Union waive their respective rights to grieve, challenge or request review of the employee's civil service title, additional duties, or compensation provided in paragraph 1 and 2 under the Collective Bargaining Agreement, the Township Personnel Policies.
6. It is specifically acknowledged and agreed by Mr. Cooley and Union that the increase in base salary in paragraph 1 and stipend payments in paragraph 2 are temporary payments. Mr. Cooley shall only be entitled to receive the increased salary and prorated amount of the stipend until the Township hires an employee to serve as the Zoning Officer, Floodplain Administrator and/or Department Head.
7. In the event that the Township hires an employee that assumes the Floodplain Administrator duties prior to June 28, 2024, Mr. Cooley is not entitled to receive the balance of the prorated stipend payment for the calendar year in which the hiring occurred.
8. Mr. Cooley and Union acknowledge that the employee is not acting in the capacity of the Department Head during the time period governing this memorandum of agreement.
9. The parties agree that this agreement may not be modified, altered, changed, except upon express written consent of the Parties.
10. The Parties agree that if any portion of this Agreement is deemed unenforceable, the remainder of the Agreement shall be fully enforceable.
11. This agreement shall not constitute a precedent and shall not be introduced as evidence in any other matter except as necessary to enforce its terms.
12. The Parties acknowledge that they have entered into this Agreement voluntarily and hereby sign it without duress or coercion.
13. This Agreement shall be governed by the laws of the State of New Jersey.
14. Any disputes arising regarding the implementation, administration, or interpretation of this Agreement shall be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement between the Township and the Union.

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:

Township of Little Egg Harbor



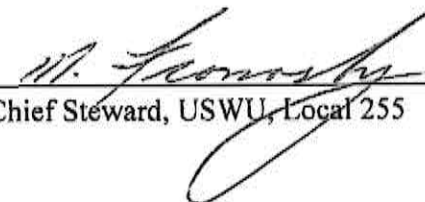
Kelly Lettera
Township Clerk
(Seal)

By 

Honorable Blaise Scibetta, Jr, Mayor

For Union:

Witness

By 

Chief Steward, USWU, Local 255

Witness

By 

John Cooley

SCHEDULE A

The following schedule reflects the eleven (11) installments of payments due the Employee as set forth and subject to conditions therein pursuant to paragraphs 2, 3 6 and 7 of the Agreement.

INSTALLMENT NUMBER	DUE DATE	AMOUNT OF PAYMENT
1	February 9, 2024	\$134.62
2	February 29, 2024	\$134.62
3	March 8, 2024	\$134.62
4	March 22, 2024	\$134.62
5	April 5, 2024	\$134.62
6	April 19, 2024	\$134.61
7	May 3, 2024	\$134.61
8	May 17, 2024	\$134.61
9	May 31, 2024	\$134.61
10	June 14, 2024	\$134.61
11	June 28, 2024	\$134.61