RESOLUTION NO. 2024-118

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 AFSCME NJ COUNCIL #63, WHITE COLLAR

WHEREAS, the negotiation committees of the Township of Little Harbor and the AFSCME NJ Council #63, White Collar met and negotiated terms and conditions of employment for the various white collar employees of the 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, 2024 and December 31, 2027; 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 NJ Council #63, White 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:

- That the governing body does hereby ratify the terms of the memorandum of agreement with the AFSCME NJ Council #63, White Collar for a period of time retroactive from January 1, 2024, to December 31, 2027.
- 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 NJ Council #63, White 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 NJ Council #63, White Collar 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 11th day of April, 2024.

KELLY LETTERA, CMC, RMC

Township Clerk

Little Egg Harbor Township

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made this _____ day of 2024, by and between the AFSCME NJ Council #63, White Collar (Union) and Township of Little Egg Harbor (Township).

WHEREAS, the Township and the AFSCME NJ Council #63, White Collar (Union), were parties to a collective negotiations agreement with a term of January 1, 2020 through December 31, 2023; 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:

- Except as herein modified, the terms and conditions set forth in the January 1, 2020 through December 31, 2023 Collective Negotiations Agreement between the Township and the Union shall remain in full force in effect.
- The Contract term is from January 1, 2024- December 31, 2027.
- 3. Article VII Sick Leave (M)(3) shall be amended to provide the following:
 - 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.
- Article VII Sick Leave (N): All references in this Section to separation shall be changed to retirement.
- Article VII Sick Leave (N)(2)(c) shall be deleted.
- 6. Article VII Sick Leave (N)(2) and (3) shall be revised to change the dates from January 1, 2013 to May 21, 2010.
- Article VII Sick Leave (N)(3)(d) shall be deleted in its entirety.

- 8. Article VII Sick Leave (N) (3) shall be revised to add Section h which shall state entirely as follows:
 - h. Supplemental compensation for Susan Munson, Leslie Kirchgessner and Maria Hanna shall be computed at the rate of 50% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of retirement 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 retirement. The supplemental compensation for Munson, Kirchgessner and Hanna shall not exceed \$15,000.00. All other provisions of Section N(3) shall apply to the employees identified herein.
- Article VIII Wages shall be revised to add Section F which shall state entirely as follows:
 - F. Upon the prior approval of the Business Administrator, any Employee that performs duties of a Department Head for more than thirty (30) consecutive days, shall be paid the higher base rate of pay for performing said duties for all hours of work after the initial 30 days.
- 10. Article VIII Wages shall be revised to add Section G which shall state entirely as follows:
 - G. The Township will provide Maria Hanna an annual stipend payment of \$2,000 to be paid in equal installments as compensation for the Township's utilization of her bi-lingual skills within the Township.
- 11. Article IX Work Week and Work Schedules (a)(2) is revised to add the following sentence:
 - With the prior approval of the Township Administrator, the Department Head is authorized to modify the shift times (i.e. start and termination times).
- 12. Article XVI Employee Rights is revised to add Section M to state entirely as follows:
 - M. In the event, any additional licenses or certifications are acquired by a unit employee at the request of the Township or any State Agency, the parties may open the salary portion of the contract to discuss any request for additional compensation for the affected unit employee. The agreement to open the salary portion of the contract does not entitle the unit employee to any additional compensation."
- 13. Article XVI Employee Rights is revised to add Section N to state entirely as follows:

- N. Each employee is entitled to a \$200.00 clothing reimbursement per year. The reimbursement must be for appropriate pre-approved clothing reasonably related, as solely determined by the Township, to the Union members job duties. The Union member is encouraged to seek approval prior to the purchase of the clothing; however, general business casual/office attire and Little Egg Harbor embroidered clothing are examples of acceptable clothing. The Employee must submit the receipt for the clothing to the Purchasing Agent within 5 days of the purchase.
- 14. Article VIII, Wages, Section A is deleted and amended in its entirety to provide:
 - A. The parties have agreed to tiered schedule of civil service titles. The schedule of titles shall be set forth in Schedule A. An employee is placed in the tier in which their civil service title is found.
- 15. Article VIII, Wages, Section B is deleted and amended in its entirety to provide:
 - B. The salaries of each employee shall be increased on January 1 of each year of the contract as follows:
 - 1. All Tier1/Level 1 staff receive the \$1.00 an hour increase. All employees Level 1-4 will receive \$0.75 increase as well. It is specifically acknowledged by the parties that on January 1, 2024, all Tier 1 staff was increased to \$15.13 per hour. For 2024, the total increase for Tier 1 staff is \$1.75. The increase provided to Tier 1 staff on January 1, 2024 will be deducted from the \$1.75 increase and Tier 1 staff will receive the remaining increase upon ratification of the contract retroactive to January 1, 2024. Susan Kramer will not receive the \$0.75 increase for 2024.
 - All employees will receive a \$0.75 per hour increase.
 - 3. All employees will receive a \$0.60 per hour increase.
 - 4. All employees will receive a \$0.60 per hour increase.
- 16. Article VIII, Wages, Section C is deleted and amended in its entirety to provide:
 - C. The Following is a schedule of starting pay and promotional pay for each level for each year:

Starting Pay Rate	2024	2025	2026	2027
Level 1/Clerk 1	15.13	15.50	16.00	16.50

After 180 days	15.63	16.00	16.50	17.00
Level 2/Clerk 2	17.75	18.50	19.25	20.00
Level 3/Clerk 3	20.25	21.00	21.75	22.50
Level4/Clerk	25.00	25.75	26.50	27.25

- a. Level 1 First Year hires will receive an \$0.50 increase after 180 days.
- b. Level 2-4 as listed. Employees upon promotion to Level 2 or Level 3 will receive the starting rate at the level listed or \$1,500 to their existing salary (whichever is greater).
- c. Employees upon promotion to Level 4 will receive the starting rate at the level listed or \$2,000 to their existing salary (whichever is greater).
- 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:	Township of Little Egg Harbor		
	By		
KELLY LETTERA, RMC Township Clerk	BLAISE SCIBETTA, MAYOR		
(Seal)			
	AFSCME NJ, AFI-CIO, White Collar		
	Ву		
Witness	President, AFSCME NJ, AFI-CIO, White Colla		

SCHEDULE A

JOB TITLES

TITLE

Level I/ Tier 1

Clerk I

Account Clerk/ Cashier

Keyboard Clerk I

Assessing Aide

Records-Support Tech I

Accounting Clerk I

Level II/ Tier 2

Clerk 2

Account Clerk/Cashier 2

Assessing Clerk

Keyboard Clerk 2

Records-Support Tech 2

Assistant Violations Clerk

Technical Assistant to the Construction Official 2

Accounting Clerk II

Level III/ Tier 3

Clerk III

Assessor Trainee

Alternate Deputy Registrar of Vital Statistic

Keyboard Clerk 3

Violations Clerk

Technical Assistant to the Construction Official 3

Records-Support Tech 3

Level IV/ Tier 4

Clerk 4

Keyboard Clerk 4

Assessor Assistant

Records-Support Tech 4

Deputy Registrar of Vital Statistics

Assistant/ Deputy Municipal Tax Collector

Deputy Municipal Court Administrator

Technical Assistant to the Construction Official 4

Assistant Municipal Clerk