

RESOLUTION NO. 2024-271

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,
COUNTY OF OCEAN, STATE OF NEW JERSEY, RATIFYING THE
TERMS OF A MEMORANDUM OF UNDERSTANDING WITH
AFSCME NJ COUNCIL #63, WHITE COLLAR**

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, 2024 through December 31, 2027 and

WHEREAS, there has been a disagreement between the parties concerning the interpretation of Article X, Call-in Time and Overtime; and

WHEREAS, the Township and Union engaged in good faith discussions for the purpose of interpreting Article X, Call-in time and overtime, Section B and have memorialized the same in the attached Memorandum of Understanding; and


WHEREAS, the governing body wishes to authorize the execution of the Memorandum of Understanding 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:

1. That the governing body does hereby authorize the execution of the memorandum of understanding with the AFSCME NJ Council #63, White Collar, attached hereto as Exhibit A.
2. That this resolution shall take effect immediately.
3. 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 14th day of **November, 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 NOV 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, 2024 through December 31, 2027 and

WHEREAS, there has been a disagreement between the parties concerning the interpretation of Article X, Call-in Time and Overtime; and

WHEREAS, the Township and Union engaged in good faith discussions for the purpose of interpreting Article X, Call-in time and overtime, Section B; and

WHEREAS, the Township and Union have reached an agreement as to the proper interpretation of the provision at issue as set forth below.

NOW THEREFORE, the Parties hereby agree to the following:

1. Article X(B) of the parties contract provides the following:

B. If a full-time Employee is recalled to duty, s/he shall receive a minimum of two (2) hours pay at straight time (or the overtime rate in cases of overtime), unless the recall is immediately prior to or following a regular shift, in which case, the Employee shall only be paid for the actual time worked

2. The parties agree the above provision should be interpreted and applied in the following manner as it pertains to the Deputy Court Administrator since the Deputy Court Administrator is not required to return to the Municipal Building to perform the duties of call-outs:

In the case of the Deputy Court Administrator, the employee shall receive a minimum of two (2) hours of straight time pay (or overtime) per Court matter/file.

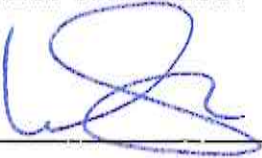
Therefore, if the Deputy Court Administrator receives a call out concerning a single matter/file (Matter A) and receives a subsequent call on the same matter/file (Matter A), the Deputy Court Administrator is only entitled to the minimum two hours of pay.

In the event the Deputy Court Administrator receives a call out for Matter A after the workday and thereafter, receives a call out for Matter B, the employee shall be entitled to a total of four (4) hours of pay at straight time or overtime.

3. The Parties agree that the interpretation set forth in paragraph 3 is the proper interpretation of Article X(B) as it pertains to the Deputy Court Administrator.
4. The Parties further agree that for the term of this contract unless and until modified in writing the interpretation set forth in paragraph 3 shall govern payment to the Deputy Court Administrator for call outs.
5. The parties agree that this agreement may not be modified, altered, changed, except upon express written consent of the Parties.
6. The Parties agree that if any portion of this Agreement is deemed unenforceable, the remainder of the Agreement shall be fully enforceable.
7. The Parties acknowledge that they have entered into this Agreement voluntarily and hereby sign it without duress or coercion.
8. This Agreement shall be governed by the laws of the State of New Jersey.


IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESS & ATTEST:



KELLY LETTERA, RMC
Township Clerk
(Seal)

Township of Little Egg Harbor

By 

BLAISE SCIBETTA, MAYOR

AFSCME NJ, White Collar

Draunon 10/30/24

Witness

By A. Papernik 10/30/2024

President, AFSCME NJ, White Collar