

RESOLUTION 2025-146

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT WITH KATHERINE TUCKER AS FULL-TIME RECREATION DIRECTOR

WHEREAS, pursuant to Resolution 2023-176, the Township appointed Kathy Tucker as the Recreation Director; and

WHEREAS, the Township and Director have agreed to various terms and conditions of employment; and

WHEREAS, the governing body desires to authorize the execution of an employment agreement which contains the aforementioned terms and conditions of 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 the employment agreement with Recreation Director Kathy Tucker in a form substantially similar to the agreement attached hereto as scheduled A and approved by the Township Labor Counsel.
2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the employment agreement with Kathy Tucker attached hereto as Schedule A.
3. That a certified copy of this resolution shall be forwarded to the Recreation Director, Township Administrator/CFO and the 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 12th day of June, 2025.



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

EMPLOYMENT AGREEMENT

THIS AGREEMENT made the _____ day of October, 2024

BETWEEN: 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," or "Employer";

AND: KATHY TUCKER residing at _____ New Jersey, _____ hereinafter referred to as "Employee."

WITNESSETH:

For and in consideration of the compensation hereinafter mentioned to be made by the Township of Little Egg Harbor, Kathy Tucker agrees to act as Recreation Director for the Township on a full-time basis and to carry out, to the best of her ability, all duties reasonably imposed upon her by the Ordinances of the Township of Little Egg Harbor, Statutes of the State of New Jersey, and such other duties as the Mayor and Township Committee shall, from time to time, require of her.

**ARTICLE I
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from June 11, 2025, through and to December 31, 2027. It is specifically agreed by the parties that the Township may terminate the employee during the term of this agreement.

**ARTICLE 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 the Agreement.

ARTICLE III



Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

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SALARY

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

Effective date- December 31, 2025	\$40,000.00
Calendar Year 2026	\$40,800.00
Calendar Year 2027	\$41,616.00

**ARTICLE IV
WORK WEEK**

The Employee shall work a full-time schedule Monday – Friday 8:30 am – 4:30 pm.

The Employee agrees and acknowledges that the job duties may require work outside of the normal standard workweek. It is agreed that with prior approval, the Employee is entitled to a flexible schedule when her job duties require work outside of the standard work week. The employee shall schedule her time so if she has any events planned outside of the standard work week, she will take off the same amount of hours another day during that same week to match a 40 hour week schedule (a payroll week is Wednesday – Tuesday). The employee shall give a monthly schedule to the Township Administration, Payroll, and HR for prior approval.

**ARTICLE V
HEALTH INSURANCE & PENSION ENROLLMENT**

- 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. Employee shall be enrolled in the Public Employment Retirement System.

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ARTICLE VI

VACATIONS, HOLIDAYS, SICK LEAVE, ETC.

- A. The Employee shall be entitled to all holidays as set forth in the Employee Handbook. If the Employee works on the holiday, she will be entitled to another day off during that payroll week.
- B. Temporary paid leave of absence
1. The Employee shall be granted time off annually without deduction from pay or accumulated leave time for the following requests:
 - Personal – 3 days (24 hours)
 - Sick – 15 days (120 hours)
 - Vacation – 1-3 years will receive 12 days (96 hours), 4 – 6 years will receive 15 days (120 hours).
 2. Vacation Leave: The Employee shall be permitted to carry over unused vacation time for a period of one (1) year. Thereafter, the prior year's unused vacation leave time is forfeited. Vacation leave is considered earned on a monthly basis even though the leave time may be credited on January 1st each year. Vacation leave shall not accrue and is not included in calculating years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) or more calendar days.
 3. Sick Leave: Sick Leave shall be defined as the absence of the 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 Township employees.
 - a. The Employee shall be granted sixteen (15) days per year, sick leave granted at the commencement of each year in anticipation of continued employment. If the Employee does not utilize the annual sick leave, or any part thereof, the Employee may accumulate such unused sick leave time from year to year.



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- b. Sick leave credits shall not accrue after the Employee has resigned or retired although the Employee's name will be retained on until the exhaustion of vacation leave or other unpaid leave.
- c. Should the Employee be separated for any reason from employment with the Township without having earned any utilize sick leave, the Employee shall have the unearned portion deducted from the final paycheck on a prorated basis.

**ARTICLE VII
SUPPLEMENTAL COMPENSATION UPON RETIREMENT**

The Employee shall be entitled to supplemental compensation upon retirement if he has been regularly employed with the Township for a minimum of 10 years. Supplemental compensation 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 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.

**ARTICLE VIII
PROFESSIONAL DEVELOPMENT**

Subject to the approval of the Township Administrator, the Township shall reimburse the Employee for costs of job-related conferences, training, and certifications.

**ARTICLE VIII
MOTOR VEHICLE TRANSPORTATION**

The Township agrees to reimburse employee for tolls, gas and parking for job-related travel outside of the Township.

**ARTICLE IX
OTHER EMPLOYMENT**

Outside employment, business ownership or affiliation, which would constitute a conflict of interest or violate New Jersey's Local Government Ethics Law, is strictly prohibited.

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**ARTICLE X
CLOTHING**

The Township shall provide the employee three (3) new Township approved articles of clothing per year. The articles of clothing shall consist of (3) shirts per year, short and/or long sleeves, or two (2) shirts per year, short and/or long sleeves, and one (1) jacket

**ARTICLE XI
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.

**ARTICLE XIII
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.

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

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

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By _____
HONORABLE DAN MAXWELL, Mayor

As to Katherine Tucker

KATHERINE TUCKER