

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWNSHIP OF LITTLE EGG HARBOR
AND
THE LITTLE EGG HARBOR TOWNSHIP DEPARTMENT
HEADS**

JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	RECOGNITION	1
II	CONTRACTUAL NEGOTIATIONS & TIME TO PROCESS GRIEVANCE	1
III	HEALTH & WELFARE	1
IV	VACATION	3
V	SICK LEAVE	5
VI	WAGES	8
VII	HOLIDAYS	9
VIII	WORK WEEK & WORK SCHEDULES	10
IX	LEAVES OF ABSENCE	10
X	GRIEVANCE PROCEDURE	12
XI	STRIKES AND LOCKOUTS	13
XII	MANAGEMENT RIGHTS	14
XIII	GENERAL PROVISIONS	15
XIV	VEHICLES	16
XV	LABOR MANAGEMENT MEETINGS	16
XVI	DISCIPLINE AND DISCHARGE	17
XVII	PART-TIME EMPLOYEES	17
XVIII	SAVINGS CLAUSE	18
XIX	COMPLETENESS OF AGREEMENT	18
XX	TERMINATION & EXTENSION OF AGREEMENT	18

ARTICLE I

RECOGNITION

1. The Employer hereby recognizes the Department Heads as the sole and exclusive representative of all permanently appointed full-time employees identified below and such additional titles as the parties may later agree to include: Construction Code Official, Municipal Court Administrator, Tax Assessor, Tax Collector, Zoning Officer and Superintendent of Public Works.
2. The Department Heads acknowledge that the Township is regulated by the State of New Jersey, Department of Personnel (DOP) and, consequently, employees will be subject to applicable rules and regulations of DOP.

ARTICLE II

CONTRACTUAL NEGOTIATIONS & TIME TO PROCESS GRIEVANCES

1. When negotiations are scheduled during normal working hours the Department Head representative (e.g. President or Vice President) of Department Heads and/or members designee and one (1) other covered employee shall be granted time off with no loss in regular pay when such time is necessary to negotiate with the Employer's representative. Total accumulated paid leave time in accordance with this subsection shall not exceed forty-eight (48) hours in cumulative total for the negotiating team. Under no circumstances shall negotiation activities result in the earning of cash or compensatory overtime.
2. The Department Head representative (e.g. President or Vice President) of the Department Heads and/or member's designee shall be granted time off with no loss in regular pay during normal work hours when such time is necessary to process a grievance filed by the Department Heads or covered employee. All such leave time shall be approved in advance by the Township Administrator. Under no circumstances shall the above activities result in the earnings of cash or compensatory overtime.

ARTICLE III

HEALTH & WELFARE

Employer will provide health insurance coverage to full-time covered Employees in accordance with Chapter 78 P.L. 2011 in its entirety, as amended, and the following provisions:

1. Employer will provide medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as set forth in this Article to an Employee, Employee's spouse and Employee's eligible dependents effective March 2004. Medical, hospitalization and prescription coverage shall be provided through a successor plan.
2. Employer reserves the right to change health insurance carriers, health care insurance plans or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Employer provided that there is no reduction in the

level of benefits that are in effect on the pertinent enrollment dates and the Employer provides the Department Heads forty-five (45) days' notice in advance of such changes(s). At the time of notice Employer shall provide the Department Heads with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the case of any new health care insurance plan said plan shall provide equivalent or better coverage than the predecessors plan.

3. A plan summary chart listing the deductibles, co-payments, coinsurance, out-of-pocket maximums, and other key features of the plan is available at Human Resources. The Employer shall provide the Department Heads a master copy of each in-force contract as soon as practicable after the date on which Employer receives the master contract from each health care insurance carrier.
4. Employer agrees to pay all of the premiums related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for an Employee, Employee's spouse and 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 service of 20 years with Employer at time of retirement; or has reached the age of 62 years and retires with a minimum period of service of 15 years with Employer; or has retired on a disability pension, such retirement benefits to be provided in accordance with the provisions set forth below.
 - A. This benefit shall terminate at such time as the retired Employee or spouse (in case of spousal coverage) qualify for coverage under the Medicare program.
 - B. A retired Employee's entitlement to all or any part of health insurance coverage provided to non-retired Employee's shall be limited to the coverage, including, but not limited to, deductibles, co-payments, and out of pocket limits, contained in the health care insurance plans of the same type provided to Employees who have not retired, and as contained in Chapter 78 P.L. 2011 reform.
 - C. The Department Heads agree that the provisions pertaining to retiree health insurance benefits contained herein shall be renegotiated in the event the EEOC and/or a court of competent jurisdiction determine that the pertinent contract language violates the ADEA or other Federal or State law. Department Heads waive any and all claims against Employer, known or unknown, under the ADEA and/or other applicable Federal or State law regarding the "Medicare Bridge" retiree health insurance benefits provided for in this agreement.
5. Cost containment: Department Heads and Employer recognize the rising costs related to healthcare in general and to healthcare insurance. In order to help contain these rising costs and ensure the Employer's ability to continue providing Employees healthcare insurance, Employees agree to the following cost containment measures:
 - A. Covered employees shall be ineligible for the healthcare coverage provided for in this article in the event that retired Employee or retired Employee's spouse, is employed by or retired from the State of New Jersey, Township of Little Egg Harbor (as to retired Employee's spouse), Little Egg Harbor Township Municipal Utilities Authority, Little Egg Harbor School District, Pinelands Regional School District, and is entitled to healthcare insurance comparable to the healthcare insurance offered by Employer. In any circumstance where the other healthcare insurance does not include one or more of the

types of coverage offered by Employer (i.e., medical and hospitalization, prescription drug, dental or vision), the retired Employee shall be entitled to enroll in Employer's plan for that type of coverage. For example, if a spouse's coverage includes medical and hospitalization and prescription drug coverage, but not dental and vision coverage, the retired Employee will be entitled to enroll in Employer's dental and vision plans. In the event Employee's spouse becomes ineligible for healthcare insurance provided by his or her employer or through his or her retirement, Employee shall be eligible to re-enroll in Employer's plans as provided for in this Article.

- B. It is understood and agreed by the parties that the continual rising cost of healthcare insurance is of great importance and concern and that efforts must be undertaken by the Township and the Department Heads to ensure that such costs are contained. To accomplish and facilitate this goal of containing and reducing healthcare costs, it is expressly agreed between the parties that should there be an agreement between the Township and all collective bargaining units and all other participants in the plan the parties shall agree to reopen the collective bargaining agreement on health insurance without opening any other portion of the collective bargaining agreement.

- 6. Employees required to operate video display terminal equipment on a regular basis shall be entitled to an annual eye examination at the expense of Employer. The Employer's responsibility for such expenses shall be limited to the portion of the cost of the eye examination that is not paid for or reimbursed by the Employee's insurance.
- 7. In the event the employee is suspended without pay for 30 days or more, the employee is responsible for payment of all premiums for health care coverage beginning on the 31st day of the suspension. If the employee fails to pay the full amount of the premium, coverage will be terminated, and the employee will be advised of its COBRA entitlement.

ARTICLE IV

VACATION

- 1. Employees shall be entitled to the following annual vacation leave with pay:

Eligibility:

- A. New permanent, full-time employees shall only receive one working day (i.e., 8 hours) for the initial month of employment if he or she begins work on the 1st through the 26th day of the calendar month. Employees who begin work after the 26th day of the month shall not be credited with any vacation time for that month.
- B. After the initial month of employment and up to the end of the first calendar year (i.e. December 31st), Employees shall receive one working day after each month of service. Thereafter, Employees shall receive annual paid vacation leave as follows:

LEAVE

From the beginning of the first full calendar year of employment to the end of the second full calendar of employment	12 days
---	---------

From the beginning of the third full calendar year of	15 days
---	---------

employment to the end of the third full calendar year
of employment

From the beginning of the fourth full calendar year of
employment to the end of the fourth full calendar year
of employment 18 days

From the beginning of the fifth full calendar year of
employment to the end of the ninth full calendar year
of employment 20 days

From the beginning of the tenth full calendar year of
employment to the end of the fourteenth full calendar
year of employment 25 days

From the beginning of the fifteenth full calendar year of
employment and thereafter 30 days

2. Municipal employees who are promoted to a covered title shall be placed within the eligibility schedule contained above.
3. Covered employees shall be credited their unearned vacation leave at the beginning of each calendar year, in anticipation of continued service, commencing on January 1st of their first full calendar of employment.
4. Vacation request of six (6) or more work days require fifteen (15) calendar days' notice to the Township Administrator. Vacation request of less than six (6) work days require seven (7) calendar days' notice to the Township Administrator. This requirement may be waived under appropriate circumstances. However, vacation leave shall be scheduled based upon the needs of the Township. To that end, Employees shall submit a proposed vacation schedule to the Township Administrator not later than December 31st for the next calendar year. Employees may modify the yearly vacation schedule during the year upon due notice in accordance with the terms of this agreement and approval of the Township Administrator. When in any calendar year the vacation leave or any part thereof not granted because of business necessity such vacation leave, or parts thereof, not granted shall accumulate and shall be used during the next calendar year and shall be scheduled to avoid loss of leave.
5. An Employee may request to receive his/her paycheck for the dates of the vacation leave on the pay cycle that immediately precedes the scheduled vacation.
6. Should an Employee be laid off, retire, or otherwise separate from employment with the Township, he/she shall be compensated for unused earned vacation leave time. Upon the death of a covered Employee, unused earned vacation leave shall be paid to the estate of the deceased Employee. Vacation leave is considered earned on a monthly basis even though the leave time may be credited on January 1st of each year.

7. An Employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.
8. Vacation leave time shall not accrue and is not included in calculation years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during military leave, approved leave under the Family & Medical Leave Act or Family Leave Act, furlough extension leave, or voluntary furlough.)
9. Vacation leave credits shall not accrue after an Employee has resigned or retired although his/her name is being retained on the payroll until exhaustion of vacation or other paid leave, including terminal leave.
10. A covered Employee may annually request that the Employer reimburse Employee at a straight time rate of pay, at time of request for unused earned vacation. Under said policy Employee may be reimbursed for not more than one year (i.e., 30 days) of unused earned vacation leave at the discretion of the Employer.
11. Should an Employee be separated from employment with the Township for any reason without having earned any used vacation leave, he/she shall have the unearned portion deducted from his/her final paycheck on a pro-rated monthly basis.
12. One (1) year unused vacation time may be carried to the next year.

ARTICLE V

SICK LEAVE

1. 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 to a contagious disease, or an absence, for a reasonable period of time, due to the illness or injury of a member of the Employee's immediate family as defined in N.J.A.C.4A:1-1.3.
2. Employees shall be entitled to the following annual paid sick leave benefits.
 - A. New Employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 26th day of the calendar month. Employees who begin work after the 26th day of the month shall not be credited with any sick time for that month.
 - B. After the initial month of employment and up to the end of the first calendar year (i.e., December 31st), full-time Employees shall receive one sick day after each month of service. Thereafter, at the beginning of each calendar year (i.e., January 1st) in anticipation of continued employment, Employees shall receive 16 sick days.
 - C. Municipal Employees who are promoted to a covered title shall be entitled to all sick leave time as provided all other bargaining units (i.e., 16 days)

3. A covered Employee, who does not utilize his/her annual sick leave, or any part thereof, may accumulate such unused sick leave time from year to year, up to a maximum of 2080 hours.
4. An Employee who exhausts all paid sick leave time in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year except when an Employee is the recipient of sick leave through the Donated Leave Program.
5. Paid sick leave time shall not accrue during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during military leave, furlough extension leave, voluntary furlough, or approved leave under the Family & Medical Leave Act or Family Leave Act).
6. Sick leave credits shall not accrue after an Employee has resigned or retired although his/her name is being retained on the payroll until exhaustion of vacation leave or other paid leave, including terminal leave.
7. Should an Employee be separated for any reason from employment with the Township without having earned any used sick leave, he/she shall have the unearned portion deducted from his/her final paycheck on a prorated monthly basis.
8. If an Employee is absent for reasons that entitle him/her to sick leave, the Township Administrator shall be notified promptly not later than his/her usual reporting time. In cases of emergency, the Employee shall notify the Township Administrator as soon as reasonably practicable and shall submit a time-off request on the day he/she returns to work.
 - A. Failure to so notify the Township Administrator may be the cause of denial of the use of sick leave for the absence and may constitute cause for disciplinary action.
 - B. Absence without notice and approval for five (5) consecutive days shall constitute a resignation not in good standing.
9. The Township Administrator may require proof of illness, accident, disability, injury or disease from Employee when Employee uses sick leave time in excess of three (3) working days. Abuse of sick leave may be cause for disciplinary action. In all cases of reported illness, accident, disability, injury or disease, the Township reserves the right to direct Employee to submit to examination by a Township designated physician at the Township's expense as a condition of the Employee's continuation of sick leave or return to work. Any Employee required to submit to an examination shall not be required to travel to a physician's office which is located more than thirty (30) miles from the Employee's home except in cases where the Employee is required to be examined by a specialist.
10. Any Employee using paid sick leave shall be confined to his/her designated domicile during the scheduled work shift, exempting periods of hospitalization and examinations or attendance at a

doctor's office, medical facility or pharmacy. The Employee shall not engage in any other work or employment during the sick leave period.

11. Should an Employee be absent in an unauthorized manner, Employee may be subject to disciplinary action. Examples of "unauthorized absence" include feigning illness or injury, or deceiving a physician as to a medical condition.
12. An Employee, with ten (10) or more years with the Employer, may annually request that the Employer reimburse Employee at a straight time of pay for unused earned sick leave time. Under said policy Employee may be reimbursed for not more than one year (i.e., 16 days) of unused earned sick leave time at the discretion of the Employer. Approval for the reimbursement shall not be granted unless the Employee's sick leave bank contains at least thirty (30) days after the deduction of the number of days proposed for reimbursement.

SUPPLEMENTAL COMPENSATION UPON RETIREMENT

1. Upon retirement from employment, Employer shall compensate Employee for unused sick time based on retirement from a pension system administered by the State of New Jersey (PERS).
 - A. In order to be eligible for supplemental compensation an employee shall have been regularly employed with the Township for a minimum of ten (10) years.
 - B. Employees who are removed for cause after an opportunity for a disciplinary appeal hearing before the Office of Administrative Law shall not be eligible for supplemental compensation. An Employee who retires in lieu of removal shall not be eligible for supplemental compensation unless otherwise agreed to by the Employee and Employer in accordance with a duly approved disciplinary settlement agreement.
 - C. Employees who retire as the result of accidental or ordinary disability shall be eligible for supplemental compensation.
 - D. Unless an Employee gives one year notice of the intention to retire, payment of the sick leave buy back at retirement as otherwise set forth in the contract, shall be paid in the following year's budget cycle, unless the Township in its sole and exclusive discretion is satisfied it is a fiscally sound decision to pay the benefits out of the current year's budget. This clause is solely intended to address Township fiscal concerns and has no impact or application to time and notice requirements for retirement under the New Jersey State Pension System.
2. Supplemental compensation shall be computed at the rate of 50% of 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 \$18,000.00 for employees hired prior to May 21, 2010 and \$15,000 for employees hired after May 21, 2010. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of retirement.
 - A. Overtime pay, other supplemental pay shall be excluded from the computation.
 - B. Periods of leaves of absence without pay shall be excluded from the computation.

3. Terminal Leave – In lieu of supplemental compensation provided for above, an employee may elect to convert his/her earned, unused sick leave to terminal leave leading up to the Employee's retirement date as set forth below:

- a. Employees hired prior to May 21, 2010 are entitled to use a maximum of 600 hours of terminal leave.
- b. Employees hired on or after May 21, 2010 are authorized to use 360 hours or the equivalent of \$15,000.
- c. The parties specifically agree that Alina Bertram is authorized to utilize 1440 hours of terminal leave prior to her retirement.

Employee shall provide such notice of this election no later than sixty (60) calendar days prior to the start date of the leave.

Employees are not entitled to receive supplemental compensation and utilize terminal leave.

Employees hired after May 21, 2010 shall be capped at \$15,000.00.

ARTICLE VI

WAGES

1. There shall be salary increases for bargaining unit members as follows:
 - 2022- 2.5% increase for all members of the unit
 - 2023- 2.5% increase for all members of the unit
 - 2024- 2% increase for all members of the unit
 - 2025- 2% increase for all members of the unit.
2. Mark Ellis is currently being compensated for Certified Flood Plain Manager, OEM and Community Rating System Specialist and will continue completing work for such titles. The Township will provide Mark Ellis with a \$3,500 stipend for his assignment as Flood Plain Administrator.
3. Alina Bertram The Township will compensate Alina Bertram \$10,000.00 annual for her additional court duties for Eagleswood Township. This money shall be separate and apart from her regular salary and shall be included within her base salary as Municipal Court Administrator. Should the Township cease its "Shared Service Agreement" with Eagleswood, this \$10,000.00 shall cease being paid. Alina Bertram shall receive \$100.00 for each call out when they are off hour calls and \$125.00 for holiday or when the building is closed for a holiday or emergency. The Township shall supply her with a cell phone and tablet to complete her after hour duties.

4. **Brad Griffin** without reservation will continue to perform and oversee in his compensation as Superintendent of Public Works current and effective "Share Service Agreements". Future "Shared Service Agreements" will be open for negotiation and consideration. It is agreed that if a snow removal emergency or hurricane emergency occurs, he shall be entitled to receive straight time pay for the hours worked for such emergency. In addition he shall be entitled to the clothing allowance and meal allowance set forth in the Blue-Collar contract.
5. Employees may be promoted to Annual Appointed Positions which are not covered under the terms of this agreement. Wages for such appointments will be in accordance with the Salary Ordinance of the Township of Little Egg Harbor.
6. In the event the Building Subcode Official is unavailable for an emergency call out outside normal working hours and the Construction Official is required to perform the inspection, the Township will compensate the Construction Official at his regular rate for the time of the inspection.
7. Any employee who separates employment for any reason prior to ratification, excluding retirement, of the contract is not entitled to retroactive payment for the salary increases included herein.
8. In the event, any additional licenses or certifications are acquired by the Department Head 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 Department Head. The agreement to open the salary portion of the contract does not entitle the Department Head to any additional compensation.

ARTICLE VII

HOLIDAYS

The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday Following Thanksgiving
Independence Day	Christmas Day

1. If the holiday falls during an Employee's scheduled vacation, the Employee shall either be paid for the holiday or shall be given an additional vacation day.

2. Holidays falling on Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.
3. If the Township Building is closed by the Township Administrator or Township Committee for either weather related event or extended holiday the Department Head will be compensated at the regular rate of pay for the closure period.

ARTICLE VIII

WORK WEEK AND WORK SCHEDULES

1. Employees are designated as salaried employees and shall receive annual compensations.
2. The regular work week and office hours are 8:30am to 4:30pm Monday through Friday. The Employer may establish flexible work schedule so the covered Employees can vary their arrival and departure times to fit the needs of their department. "Core Times" which is a period of time when the covered Employees must be present in their office, is to be determined between the Employer and the Employee.
3. Employees are required to complete assignments and otherwise fulfill their duties as specified in State, Local Ordinance, job descriptions, policies and procedures, and directives. This means and the Employee acknowledge that and agrees that the Employee may be called upon to work more than a 40 hour work week.
4. The Department Heads acknowledge and agree that the covered titles are exempt from overtime (including compensatory time) in accordance with the Fair Labor Standards Act (FLSA) and related State Law on the subject.
5. With prior approval from the Business Administrator, an employee is not required to use leave time for an absence of 2 hours or less in a workday.
6. Notwithstanding, if a State of Emergency is declared by the Governor or the State of New Jersey or the President of the United States such that an employee is required to respond to work, and such work is compensated or reimbursed from a source other than the Township's operating budget, employee may be entitled to receive overtime pay for work outside regular working hours.

ARTICLE IX

LEAVES OF ABSENCE

Paid Leaves of Absence - Shall be allowed by the Employer for the benefit of full-time Employees, in accordance with the following conditions:

1. **Personal Leave** – Employees shall be entitled to seventy-two (72) hours paid personal leave per

annum, non-cumulative. No reason need to be given other than said days are being taken under this Article. Except in cases of emergency, an Employee shall give three (3) calendar days advance notice of his/her intent to use said personal leave. An employee shall not be compensated for any unused personal leave hours upon separation of employment with the Township.

2. Jury Duty -- Employees shall be granted a paid leave of absence at regular rate of pay when required to report for jury duty.
3. Work Related Injury of Disability -- A full-time Employee who suffers an occupational illness or injury approved by Employer's workers' compensation insurer, which prevents the Employee from performing his/her duties, shall be entitled to a paid leave of absence at full regular pay for the period he/she is unable to perform his/her duties, to an accumulated maximum of six (6) months per incident/injury. During this period of time, all temporary disability payments received by the Employee under the provisions of the Workers' Compensation Act shall be paid over to Employer. Employees shall not be eligible for a leave of absence with pay as specified in this section until the Employee has worked one hundred twenty (120) continuous calendar days. In such circumstances the newly hired Employee shall be entitled only to the compensation required by the Workers Compensation Act.
4. An Employee who utilizes leave pursuant to Article V or above shall not be employed elsewhere or for another employer for any reason during such leave.

Unpaid Leave of Absence -- Unpaid leaves of absence shall be allowed by the Employer for the benefit of full-time Employees, in accordance with any applicable law, and for the following conditions:

1. Education - After completion of one year of employment, full-time Employees may, upon written request, be granted a leave of absence without pay for educational purposes. The Employer shall have the right in its discretion to determine what constitutes educational purposes and to establish the terms and conditions of the leave.
2. Family Leave -- Employees shall be eligible for unpaid "Family Leave" or "Medical Leave" in accordance with State and Federal Statutes and Regulations ("Family Leave Act" and "Family and Medical Leave Act"). Employees may coordinate use of available paid leave in conjunction with the rights accorded under the State and Federal Laws.
3. Military Leave of Absence -- Employees who are in the military shall be entitled to paid leave when so required by State and Federal Statutes. Leave for reserve duty, training or other military duty may be granted by the Township Committee upon such terms and conditions which are not inconsistent with State and Federal Law. All requests for military leave must be made as soon as possible or within seventy-two (72) hours after receipt of orders.

The Township Committee may grant and approve other unpaid leaves of absence upon such terms and conditions by Department Head written request.

ARTICLE X

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a claim by any member of the Department Head unit based upon the interpretation applicable or violation of this agreement, policies or administrative decisions affecting terms and conditions of employment. Said grievance shall also include disciplinary actions.
2. Any grievance arising shall be settled in the following manner:

Step one: The aggrieved employee or the Department Head President (or designee) at the request of the Employee shall attempt to rectify the grievance or the dispute with the Township Administrator within thirty (30) working days of its occurrence. Failure to act by the Employee or Department Head President (or designee) within said thirty (30) day working day period shall be deemed to constitute an abandonment of the grievance. The Township Administrator shall attempt to adjust the matter and shall respond to the Employee or the Department Head President (or designee) within five (5) working days.

Step two: The aggrieved employee or the Department Head President (or designee) shall present the grievance, in writing, to the Township Administrator within thirty (30) working days of the conclusion of step one. Failure to act by the Employee or the Department Head President (or designee) within said thirty (30) working day period shall be deemed to constitute an abandonment of the grievance.

The written submission to the Township Administrator shall set forth:

1. Date the occurrence giving rise to the grievance
2. The date the grievance is filed
3. The nature of the grievance
4. The specific provisions of the contract or specific board policies allegedly violated
5. The remedy being sought: and
6. All documents supporting grievance to be attached

The Township Administrator shall meet with the Department Head President (or designee) and the aggrieved Employee and shall issue a written response within ten (10) working days.

Step three: If the grievance remains unsettled, or the Township Administrator fails to respond, the Unit President (or designee) may within twenty (20) working days after the reply of the Township Administrator is due, give written notice to the Mayor (or Mayor's designee) requesting a hearing of the aggrieved Employee, his/her Department Head President (or designee) and the Mayor (or Mayor's designee). The hearing will be held in no less than twenty (20) working days, and the Mayor (or Mayor's designee) will issue a response within ten (10) working days.

Step four:

- A. If the grievance remains unsettled, the Department Head President (or designee) may within thirty (30) working days after the reply from the Mayor (or Mayor's designee) to step three, proceed to arbitration with the grievance. A request for arbitration must be made no later than such thirty

(30) day period and failure to file within said time will constitute a bar to such arbitration unless otherwise agreed.

- B. Arbitration proceedings shall be conducted by an arbitrator who will be selected by the Township and the Department Head President (or designee) within seven (7) working days after notice of arbitration request has been given. If the parties fail to agree upon an arbitrator, The New Jersey Public Employee Relation Commission will be requested by either or both parties to provide a panel of official arbitrators. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. The arbitrator's decision shall be binding on both parties.
- C. Expenses for the arbitrator's service shall be borne equally by both parties. The parties shall be responsible for their own attorney's fees and costs. No Employee shall be denied his/her compensation for his/her appearance as witness in accordance with this article. If either party desires a verbatim record of proceedings, it may request such a record be made, providing it pays for the record and makes copies available to the other party and the arbitrator.
- D. The Department Head President (or designee) will notify the Township in writing of the names of its members who are designated by the Department Head (or designee) to represent Employees under the grievance procedure.
- E. Either party may request the arbitrator to decide, as a preliminary issue, whether he/she has jurisdiction to hear and decide the matter in dispute.
- F. The arbitrator shall not be permitted to hear and decide more than one (1) grievance at a time.
- G. The arbitrator shall be bound by the provisions of this Agreement and Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto.

If any Employee elects to exercise any rights of appeal or other remedies available through any other administrative or civil procedure (e.g. Merit System Statutes and regulations). Employee by such election shall be deemed to have waived the provisions of this Article, including the right to binding arbitration with the result in the earning of cash or compensatory overtime.

ARTICLE XI

STRIKES AND LOCKOUTS

Section 1: In addition to any other restriction under the Law, there shall be no strikes, work stoppages or slowdowns of any kind during the term of this Agreement and the Employer shall not cause any lockout. No officer or representatives of the Department Head Unit shall authorize, institute or condone any such activity. No Employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, against any Employee who participates in a violation of the provisions of this Article pursuant to existing Grievance Procedures.

Section 2: The covered Employees shall be prohibited from scheduling any membership meeting or demonstration which may have the same effect as a strike, work stoppage or slowdown.

ARTICLE XII

MANAGEMENT RIGHTS

Section 1: Nothing contained in this Agreement shall be deemed to limit or restrict the Employer in any way in the exercise of the functions of Management and all matter not expressly covered by the terms of this Agreement shall be deemed Management functions and prerogatives.

Section 2:

1. Except as abridged, limited or modified by the terms of this Agreement. Employer may exercise all rights, powers, authorities and responsibilities conferred upon and invested in it by the Laws and the Constitution of the State of New Jersey and the United States of America.
2. Except as abridged, limited or modified by the terms of this Agreement, or Law, all such rights, powers, duties, authorities, responsibilities and prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of Employees, are retained by the Employer.
3. The Township Administrator may, at his/her discretion, curtail all nonessential activities within the confines of the Municipal Complex and other public facilities during times of weather related or other uncontrolled situations and require those non-essential Employees to use their leave time, during such times without due recourse of those essential Employees required to remain at their normal assignments. Those non-essential Employees who, for whatever reason, request and are permitted to remain at their normal assignments during such curtailment, may do so without additional compensation.
4. The Township retains and reserves unto itself the executive, management, and administrative control of the Township Government and its properties and facilities and the activities of its Employees, utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township.
5. The Township retains and reserves unto itself the power to make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts consistent with Law, to decide the number of Employees needed for any particular time, and to be in sole charge of the quality and quantity of work required.
6. The Township retains and reserves unto itself the right of management to make such reasonable policies and procedures and rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the departments and offices after advance notice thereof to the Department Head Unit. Proposed new rules or modification of existing rules covering negotiable working conditions shall be negotiated with the Department Head Unit before they are established.
7. The Township retains and reserves unto itself the right to hire all Employees, to promote, transfer and assign Employees, to retain Employees in positions within the Township, and to suspend, demote, discharge or take any other appropriate disciplinary action against any Employee for good and just cause consistent with this Agreement.
8. In the exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Township, the adoption of policies, procedures, rules, regulations, Codes of Conduct, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express term of this Agreement and applicable Laws, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States of America.

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A.40A:11, et seq. or any other Federal, State, County or local Laws or regulations.

ARTICLE XIII

GENERAL PROVISIONS

1. No Discrimination – The Employer and the members agree that each provision of this Agreement shall apply equally to all covered Employees and that there shall be no intimidation of, interference with, or discrimination against an Employee because of age, sex, race, creed, skin color, national origin, nationality, ancestry, marital status, disability, blood trait, United States or State Armed Services activity or any other protected class under Law.
2. Upon the approval of the Township Administrator, Employees will be granted paid time off to attend continuing education courses related to maintaining the Employee's Certification or Licensure.
3. The Township shall reimburse an Employee if he/she is required to attend a court or court-related matter on behalf of Employer for using his/her own personal vehicle at current IRS rate per mile plus tolls and parking fees.
4. Employees shall have access to his/her personnel file at reasonable times under the supervision of the Township Administrator or Municipal Clerk or other Personnel Assistant. Employee shall receive a copy of all evaluations, letters, etc., which are placed in his/her personnel file at the time of placement. Should Employee receive a verbal or written reprimand, Employee shall have the reprimand removed from the personnel file following a period of eighteen (18) months from the date of the reprimand, provided that Employee has not engaged in any infraction of a similar nature during the eighteen (18) month period.
5. All covered Employees shall be entitled to receive one copy of this Agreement.
6. This Agreement shall survive any change in the form or type of government in Little Egg Harbor Township without necessity for renegotiation in part or in whole.
7. No form of discipline or reprimand shall be done in such a way as to intentionally cause embarrassment to an Employee.
8. Employees shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect hours of work, wages or working conditions, as the result of exercising his/her rights under this Agreement.
9. An Employee shall be made aware, in writing, within five (5) calendar days, of report, accusations, or charges concerning the Employee, except matters which are criminal in nature or are subject to an ongoing administrative investigation when determined by The Township Administrator that notice to the Employee would compromise the investigation.
10. An Employee who is the subject of an administrative investigation or who has been charged with administrative violations shall have the right to remain silent upon being questioned by the Township Administrator, or other municipal representative until the Employee consults with an attorney. The Employee shall be advised of this right prior to being questioned.
11. In the event the Township enters into a shared services agreement with another government entity that result in additional duties for any member of this bargaining unit, the Township Mayor, or the Mayor's designee, will meet with the affected individual employee and engage in negotiations over possible additional compensation, staffing and office operations. However, the affected individual Employee shall not refuse to perform the additional duties while the negotiations are ongoing and shall be required to perform the extra duties that result from the shared service agreement at all times.
12. The Township Administrator, or his/her designee, shall review and revise if necessary, the job descriptions of all bargaining unit members within one (1) year, and shall present these job

descriptions to the Township Committee for possible introduction and approval. The Department Head President will be provided with the Administrator's proposed job description revisions forty-five (45) days prior to the Administrator submitting same to the Township Committee. The Department Head President will be given forty-five (45) days in which to comment upon the proposed job descriptions, with the understanding that the final discretion on all job descriptions rests solely with the Township Committee.

ARTICLE XIV

VEHICLES

1. Employer shall maintain all vehicles and equipment in a safe condition and in proper working order.
2. The vehicles shall be washed and cleaned on a periodic basis so that the vehicles are in presentable condition.
3. All assigned vehicles thought to be unsafe by an Employee shall be inspected by a Certified Mechanic upon approval by the Township Administrator. When weather conditions require, assigned municipal vehicles shall be equipped with snow tires. Vehicles with 100,000 miles or more shall be inspected regularly by a Township Certified Mechanic.
4. With the prior approval of the Township Administrator, Department Heads who are assigned vehicles may be permitted to operate the assigned vehicle to and from work, and may be permitted to park said vehicle overnight at their residence. The operator of assigned vehicles shall obtain prior approval from the Township Administrator to carry or transport non-municipal employee/persons in the assigned vehicles.

ARTICLE XV

LABOR MANAGEMENT MEETINGS

Upon request of the Department Head unit, the Township shall schedule a Labor Management meeting with the Department Head unit on a bimonthly basis for one year following the execution of this agreement, and on a quarterly basis thereafter. If an emergency arises, either party may request a Labor Management meeting on short notice. These meetings are to discuss local contract administration problems and improve communications. Any recommendations which come from these meetings are advisory only and are not binding upon the Township or the Department Heads.

The Department Head President or his/her designee and a Committee Member may attend such meetings. Either party is free to take notes during the meeting. Employee representatives who attend such meetings during scheduled work shift shall be granted time off to attend without loss of pay. If any Employee representative who attends the meeting is scheduled to work on another shift on the date of said meeting or attends the meeting on his/her normal day off he/she shall be granted compensatory time for the time spent at the meeting.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

This section shall apply to permanent non-probationary full-time Employees.

1. All disciplinary actions shall be for just cause. An Employee may be suspended or discharged immediately prior to an appeal or grievance hearing where it is determined by the Township that the Employee is unfit for duty or is a hazard to any person if permitted to remain on the job.
2. Employees are obligated to comply with all rules and regulations of the Employer which shall be applied uniformly and without discrimination. All actions of the Employer under this section are subject to the grievance procedure. An Employee who reasonably believes that he/she may be subject to a disciplinary action in connection with any questioning by the Employer may have a Department Head Unit representative present during such questioning. This shall not apply to interviews which are intended to provide counseling, information or instruction.
3. The Employer shall provide a copy of disciplinary charges to the Employee and a copy of the notice shall be provided to the Department Head President. Major discipline is subject to the Civil Service Rules. An Employee may appeal a minor disciplinary finding beginning at the third step of the grievance procedure within ten (10) working days of its occurrence. Nothing shall prevent the Department Head President from investigating any discipline brought by the Employer. An Employee is entitled to have a Department Head representative at any grievance disciplinary hearing. Employees may serve as witnesses at disciplinary hearings if their testimony is deemed necessary by the Township and the Employee or the Employee's representative. Employees serving as witnesses at such hearings as well as the Department Head representative shall not suffer any loss of regular pay.
4. **Counseling:** When it is determined through an investigation that disciplinary action is not warranted, but the Employee should be "notified" as to his/her conduct or substandard performance, the Employee shall receive counseling. Counseling is a face-to-face discussion with the supervisor and the Employee during which a plan is developed to improve the performance or conduct of the Employee. Counseling shall not be considered discipline or part of progressive discipline.
5. Progressive discipline shall be as follows:
 1. Oral reprimand
 2. Written reprimand
 3. Suspension
 4. Discharge
 5. Termination

The above movement shall be for like discipline except in cases of extreme misconduct. In cases of extreme misconduct, steps of the progressive discipline may be skipped, depending on the severity of the conduct. Extreme conduct which includes, but is not limited to drunkenness/impairment during work hours, failure to take a breathalyzer or drug test, theft or dishonesty on the job, assault on Township Employees or Township vehicles or other property.

ARTICLE XVII

PART-TIME EMPLOYEES

- A. Part-time employee means employees who work 29 hours or less a week.
- B. The following provisions apply to all part-time employees:

1. Sick Leave: Part time employees are entitled to prorated sick leave as provided to full-time employees in Article II in accordance with NJAC 4A:6-1.3.
2. Holidays: Part-time employees are not entitled to Holidays.
3. Personal Days: Part-time employees are not entitled to Personal Days or Jury Duty Leave.
4. Part-time employees are not entitled to the benefits set forth in Article IV

ARTICLE XVIII SAVINGS CLAUSE

It is understood and agreed that if any provisions(s) of this Agreement or any application of the provisions of this Agreement to Employees shall be held invalid or contrary to law by a court of competent jurisdiction, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law. The remainder of this Agreement, all other provisions and applications, shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX COMPLETENESS OF AGREEMENT

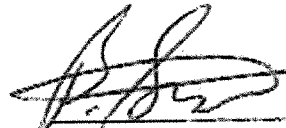
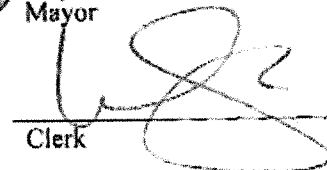
This Agreement constitutes the entire collective bargaining agreement between the parties and contains all of the benefits Employees are entitled to receive notwithstanding the established past practices in existence prior to this Agreement, and includes and settles for the term of this Agreement, all matters which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of this Agreement.

ARTICLE XX TERMINATION & EXTENSION OF AGREEMENT

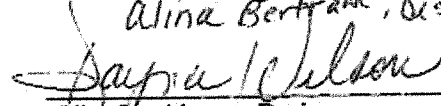
This Agreement shall be effective and remain in full force and effect from January 1, 2022 through December 31, 2025 or until a successor Agreement is executed.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their proper officials
on this 28th day of June, 2023.

For Township of Little Egg Harbor:

	<u>6-27-23</u>
Mayor	Date
	<u>6/28/23</u>
Clerk	Date

For the Little Egg Harbor Township Department Heads:

	<u>6/26/23</u>
President or Designee	Date
Alina Bertram, Designee	
	<u>6/26/2023</u>
Vice President or Designee	Date
Dayna Wilson, Vice President	

RESOLUTION NO. 2023-118

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING
THE EXECUTION OF A MEMORANDUM OF AGREEMENT AND
A COLLECTIVE BARGAINING AGREEMENT WITH THE
TOWNSHIP OF LITTLE EGG HARBOR DEPARTMENT HEADS**

WHEREAS, the negotiation committees of the Township of Little Harbor and the Township of Little Egg Harbor Department Heads met and negotiated terms and conditions of employment for the Township's Department Heads; and

WHEREAS, the parties have come to an agreement with regard to the terms and conditions of employment for the period of time between January 1, 2022 and December 31, 2025; and

WHEREAS, the governing body wishes to authorize execution of the Memorandum of Agreement and subsequent Collective Bargaining Agreement with the Township of Little Egg Harbor Department Heads.

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 Township of Little Egg Harbor Department Heads for a period of time retroactive from January 1, 2022 to December 31, 2025 in a form acceptable to the Township Labor Counsel.

2. That the governing body further authorizes the execution of Collective Bargaining Agreement which will incorporate the terms of the memorandum of agreement between the Township of Little Egg Harbor the Township of Little Egg Harbor Department Heads with regard to the terms and conditions of employment in a form acceptable to the Township Labor Counsel.

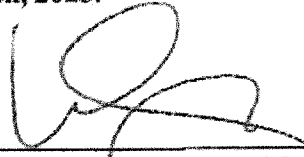
3. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Memorandum of Agreement with the Township of Little Egg Harbor Department Heads, and the Collective Bargaining Agreement with the Township of Little Egg Harbor Department Heads.

4. That this resolution shall take effect immediately.

5. The a certified copy of this resolution shall be forwarded to the Township of Little Egg Harbor Department Heads and the Chief Financial Officer/Township Administrator.

CERTIFICATION

I, **KELLY LETTERA, 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 9th day of **March, 2023**.

A handwritten signature in black ink, appearing to read 'K. Lettera', is written over a horizontal line.

KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made this 9th day of March 2023, by and between the Little Egg Harbor Township Department Heads (Union) and Township of Little Egg Harbor (Township).

WHEREAS, the Township and Union are parties to a collective negotiations agreement effective January 1, 2019 through December 31, 2021 concerning the terms and conditions of employment for the various members of the unit; and

WHEREAS, the parties are actively engaged in negotiations for a successor agreement; and

WHEREAS, the Township and Union have reached an agreement as set forth below.

NOW THEREFORE, the Parties hereby agree to the following:

1. Except as herein modified, the terms and conditions set forth in the previous Collective Bargaining Agreement between the Township and the Little Egg Harbor Township Department Heads shall remain in full force in effect.
2. The Contract term is from January 1, 2022- December 31, 2025.
3. Article III Health and Welfare shall be amended to add Section 7 to state entirely as follows:
 7. In the event the employee is suspended without pay for 30 days or more, the employee is responsible for payment of all premiums for health care coverage beginning on the 31st day of the suspension. If the employee fails to pay the full amount of the premium, coverage will be terminated, and the employee will be advised of its COBRA entitlement.
4. Article IV Wages shall be amended as follows:

There shall be salary increases for bargaining unit members as follows:

2022- 2.5% increase for all members of the unit

2023- 2.5% increase for all members of the unit

2024- 2% increase for all members of the unit

2025- 2% increase for all members of the unit.
4. Article IV Wages: The following provision shall be included in the article:

In the event, any additional licenses or certifications are acquired by the Department Head 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 Department Head. The agreement to open the salary portion of the contract does not entitle the Department Head to any additional compensation
5. Article IV Wages: The following provision shall be included in the Article:

Mark Ellis: The Township will provide Mark Ellis with a \$3,500.00 stipend for his assignment as Flood Plain Administrator.

6. Article IV Wages: The following provision shall be amended in the Article:

Alina Bertram: The amount the Court Administrator shall be compensated is \$100 for each call out when they are off hour calls and \$125.00 for holidays or when the building is closed for a holiday or an emergency.

7. Article IV Wages: The following provision shall be added to this article:

In the event the Building Subcode is unavailable for an emergency call out outside normal working hours and the Construction Official is required to perform the inspection, the Township will compensate the Construction Official at his regular rate for the time of the inspection.

8. Article VI Wages: The following provision shall be added to this article:

Any employee who separates employment for any reason prior to ratification, excluding retirement, of the contract is not entitled to retroactive payment for the salary increases included herein.

9. Article V Sick Leave: Supplemental Compensation Upon Separation: The title shall be amended to state Supplemental Compensation Upon Retirement. All references to separation in the Article shall be replaced with the word retirement.

10. Article V Sick Leave: Paragraph 2 shall be amended provide \$18,000 for employees hired prior to May 21, 2010 and \$15,000 for hires after 5/21/2010.

11. Article V Sick Leave: Paragraph 1, Section D shall be deleted.

12. Article V Sick Leave: Paragraph 2, Section B shall be deleted.

13. Article V: Supplemental Compensation Paragraph 3 shall be revised as follows:

3. Terminal Leave- In lieu of supplemental compensation provided for above, an employee may elect to convert his/her earned, unused sick leave to terminal leave leading up to the Employee's retirement date as set forth below:

- a. Employees hired prior to May 21, 2010 are entitled to use a maximum of 600 hours of terminal leave.
- b. Employees hired on or after May 21, 2010 are authorized to use 360 hours or the equivalent of \$15,000.
- c. The parties specifically agree that Alina Bertram is authorized to utilize 1440 hours of terminal leave prior to her retirement.

Employee shall provide such notice of this election no later than sixty (60) calendar days prior to the state date of the leave.

Employees are not entitled to receive supplemental compensation and utilize terminal leave.

Employees hired after May 21, 2010 shall be capped at \$15,000.00.

14. Article IV Vacation Section 12 is deleted and replaced with the following:
One (1) year unused vacation time may be carried to the next year.
14. Article VIII Section 5 is amended to provide the following:

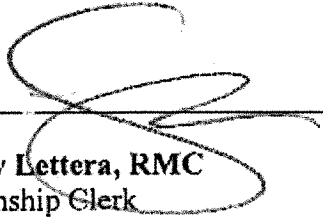
With prior approval from the Business Administrator, an employee is not required to use leave time for an absence of 2 hours or less in a workday.
15. Article IX Leaves of Absence, Paid Leaves of Absence. The following provision shall be added to paragraph 1:

An employee shall not be compensated for any unused personal leave hours upon separation of employment with the Township.
16. Article IX- Leaves of Absences-Unpaid Leave of Absence (1) Education: Delete the following sentence:

For any educational leave of absence more than ninety (90) days but less than one (1) year, the Employee may request in writing to the Township Committee prior to the completion of the leave period, that the Employee be placed upon a preferential waiting list to be reassigned to his or her former job title.
17. Add in Additional Article: Part-time employees:
 - A. Part-time employee means employees who work 29 hours or less a week.
 - B. The following provisions apply to all part-time employees:
 1. Sick Leave: Part time employees are entitled to prorated sick leave as provided to full-time employees in Article II in accordance with NJAC 4A:6-1.3.
 2. Holidays: Part-time employees are not entitled to Holidays.
 3. Personal Days: Part-time employees are not entitled to Personal Days or Jury Duty Leave.
 4. Part-time employees are not entitled to the benefits set forth in Article IV
18. 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:

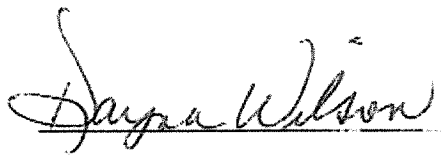


Kelly Lettera, RMC
Township Clerk
(Seal)

Township of Little Egg Harbor

By 

Honorable Blaise Scibetta,
Mayor



Witness

**The Township Little Egg Harbor
Department Heads**

By 