

**RESOLUTION NO. 2023-076**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,  
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING  
THE EXECUTION OF A MEMORANDUM OF AGREEMENT AND  
AN EMPLOYMENT AGREEMENT WITH THE ADMINISTRATIVE  
SUPPORT STAFF**

**WHEREAS**, the negotiation committees of the Township of Little Harbor and the Township's Administrative Support Staff met and negotiated terms and conditions of employment for the Township's Administrative Support Staff; 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, 2023 and December 31, 2026; and

**WHEREAS**, the governing body wishes to authorize execution of the Memorandum of Agreement and subsequent employment agreement with the Township's Administrative Support Staff.

**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's Administrative Support Staff for a period of time retroactive from January 1, 2023 to December 31, 2026 in a form acceptable to the Township Labor Counsel.

2. That the governing body further authorizes the execution of an employment agreement which will incorporate the terms of the memorandum of agreement between the Township of Little Egg Harbor and Township's Administrative Support Staff 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's Administrative Support Staff and the Township, and the employment agreement between the Township and the Township's Administrative Support Staff.

4. That this resolution shall take effect immediately.

5. That a certified copy of this resolution shall be forwarded to the Township's Administrative Support Staff 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 9<sup>th</sup> day of February, 2023.

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

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made this 24<sup>th</sup> day of FEB 2023, by and between the Township Administrative Support Staff and Township of Little Egg Harbor (Township).

**WHEREAS**, the Township Administrative Support Staff has met with the Township Administrator regarding the terms and conditions of their continued employment; 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, 2023 and December 31, 2026; and

**WHEREAS**, the parties have agreed to the following terms and conditions.

**NOW THEREFORE**, the Parties hereby agree to the following:

1. Except as herein modified, the terms and conditions set forth in the previous Employment Agreement between the Township and the Township Administrative Support Staff shall remain in full force in effect.
2. The Contract term is from January 1, 2023- December 31, 2026.
3. The Contract shall include Karyn Metrick, Robin Schilling, Kasey Powers, and Katherine Baker.
4. Employees will receive a 2.5% increase of their base salary on January 1, 2023, a 2.25% increase of their base salary on January 1, 2024, a 2.0% increase on January 1, 2025 and, a 2.0% increase of their base salary on January 1, 2026.
5. Terms of the Agreement, Paragraph 3: The parties agree to delete paragraph 3 and replace in its entirety with the following:

With the exception of Robin Schilling, with prior approval from the Business Administrator, an employee is not required to use leave time for an approved absence of 2 hours or less in a workday.

With prior approval from the Chief of Police, Robin Schilling is not required to use leave time for an approved absence of 2 hours or less in a workday.

6. Vacation, Holidays, Sick and Personal Leave, Paragraph 7 of the employment agreement: The Parties agree to include the following:

The parties acknowledge that the Township filed a scope of negotiations petition concerning the Sick Leave conversion provision. If PERC rules that the term is negotiable, the parties agree to the following addition to paragraph

7 as set forth herein: 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. If PERC rules that the provision is not negotiable, the parties will delete the provision from the contract.

7. Vacation, Holidays, Sick and Personal Leave, Paragraph 4: The parties agree to amend the Personal leave time as set forth below:

4. Personal leave time will be 56 hours annually.

8. Vacation, Holidays, Sick and Personal Leave, Paragraph 8: The parties agree to revise the Supplemental Compensation- Paragraph C to state the following:

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

9. The Parties acknowledge and agree that the terms of this agreement will be incorporated into the Employment Agreement.

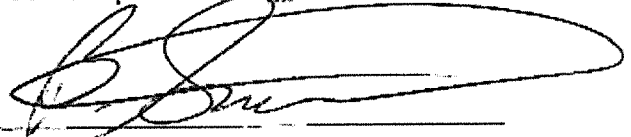
IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESS & ATTEST:



Kelly Letterni, RMC  
Township Clerk  
(Seal)

Township of Little Egg Harbor

By 

BLAISE SCIBETTA  
Mayor

TOWNSHIP ADMINISTRATIVE SUPPORT STAFF

Kasey Powers  
Witness

By Karyn Metrick  
KARYN METRICK

Karyn Metrick  
Witness

By Robin Schilling  
ROBIN SCHILLING

Karyn Metrick  
Witness

By Kasey Powers  
KASEY POWERS

Karyn Metrick  
Witness

By Katherine Baker  
KATHERINE BAKER

## **EMPLOYMENT AGREEMENT**

### **TOWNSHIP OF LITTLE EGG HARBOR**

#### **AND**

### **ADMINISTRATIVE SUPPORT STAFF**

THIS AGREEMENT made this 21<sup>st</sup> day of February 2023, between the 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," and the Administrative Assistants and Confidential Administrative Assistants, herein after referred to as the "Administrative Support Staff" or "Employee(s)."

WHEREAS, the Township and the Administrative Support Staff have reached an agreement for their continued employment.

WHEREAS, the Township and the Administrative Support Staff wish to set forth the terms of continued employment in their respective positions.

#### **TERMS OF AGREEMENT**

1. The term of this Agreement will be effective and remain in full force and effect from January 1, 2023 through December 31, 2026, or until a successor Agreement is reached.
2. The Contract shall include the following employees: Karyn Metrick, Robin Schilling, Kasey Powers, and Katherine Baker
3. Employees will receive a 2.5% increase of their base salary on January 1, 2023, a 2.25% increase of their base salary on January 1, 2024, a 2.0% increase on January 1, 2025 and, a 2.0% increase of their base salary on January 1, 2026. Schedule A includes all salary and additional responsibilities and stipends included therein.
4. With the exception of Robin Schilling, with prior approval from the Business Administrator, an employee is not required to use leave time for an approved absence of 2 hours or less in a workday. With prior approval from the Chief of Police, Robin Schilling is not required to use leave time for an approved absence of 2 hours or less in a workday.
5. Pursuant to the Memorandum of Agreement effective January 1, 2020- December 31, 2022 for the Township Administrative Staff, if Ms. Kasey Powers resigns from the Township within two years of her completion of the accredited Rutgers Purchasing courses and final Certification as a Qualified Purchasing Agent, Ms. Powers will be required to reimburse the Township for the full cost of the courses.

## HEALTH INSURANCE & MEDICAL PLANS

The Township will provide health insurance coverage to all full-time Employees in accordance with the following provisions:

1. Township will provide medical and hospitalization, prescription drug coverage, dental coverage and vision coverage to Employee, Employee's spouse and Employee's eligible dependents.
  - a. All medical provisions will be in accordance with the provisions of Chapter 78 P.L. 2011, in its entirety, as amended. Employees will be responsible for payment of their full share premium contribution as set forth in Ch. 78
  - b. No future Administrative Support Staff member will be entitled to enroll in "Traditional" Health Care Plans.
  - c. It is understood and agreed by the parties that the continual costs of healthcare insurance is of great importance and concern and that efforts must be undertaken by the Township and the Employees to ensure that such costs are contained. To accomplish and facilitate the goal of containing and reducing health care costs, it is expressly agreed between the parties that should there be an agreement between the Township and all collective bargaining units an establishment and utilization of cost savings plan on the cost of health insurance premiums the parties agree to reopen this Agreement on health insurance only.
2. Retirement – The Township agrees to pay all of the premiums related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for Employee, Employee's spouse, Employee's eligible dependents, provided the Employee has retired after 25 years of more or service credit in a State or locally administered retirement system and a minimum period of 20 years of service with the Township at the time of retirement; has reached the age of 62 years and retires with a minimum period of service of 15 years with the Township or has retired on a disability pension, such retirement benefits will be provided in accordance with the following.
  - a. This benefit shall terminate at such time as the retired Employee or spouse become eligible for Medicare.
  - b. A retired Employee's entitlement to all or any part of the health insurance coverage provided to non-retired Employees shall be limited to the coverage including, but not limited to, the deductibles, co-payments and out-of-pocket limits, contained in the health care insurance plans provided to non-retired employees, as well as the retired employee's continued payment of the applicable health insurance premium contribution.
  - c. The provision pertaining to retiree health insurance benefits contained herein shall be renegotiated in the event the EEOC and/or a court determine that the pertinent contract language violates the ADEA or other federal or state law, and confirms to Chapter 78 P.L. 2011 reforms.
  - d. If the Employee should die when retired, the Township shall continue to pay and provide to such retired Employee's family the health insurance benefits

provided in paragraph one of this article until such time as the deceased Employee's spouse remarries or reaches such an age as to qualify to receive Medicare. Children of the deceased Employee will be covered until they have coverage of their own or reach the maximum age for eligibility as set forth in the plan. This provision is limited to employees currently members of this bargaining unit and will not be applicable to future employees who become members of the Administrative Support Staff.

- e. The Township agrees that Medicare supplemental insurance will be available for the retired Employee over Medicare age at their own expense.

#### VACATION, HOLIDAYS, SICK AND PERSONAL LEAVE

##### 1. Vacation –

- A. Administrative Support Staff will be entitled to the following annual vacation leave, with pay:

| ELIGIBILITY                                                                                                             | LEAVE   |
|-------------------------------------------------------------------------------------------------------------------------|---------|
| From the beginning of the first calendar year of employment to the end of the third year of employment                  | 12 days |
| From the beginning of the fourth calendar year of Employment to the end of the sixth calendar year of employment        | 15 days |
| From the beginning of the seventh calendar year of Employment to the end of the tenth calendar year of employment       | 20 days |
| From the beginning of the eleventh calendar year of employment to the end of the fourteenth calendar year of employment | 25 days |
| From the beginning of the fifteenth calendar year of employment and thereafter                                          | 30 days |

- B. First year hires are prorated at one (1) day per month employed.

- 2. Holidays: The Administrative Support Staff shall receive the same holidays as provided to members of the White Collar Unit.
- 3. Sick Leave: 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 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 employees. The Administrative Support Staff shall receive the same sick leave benefits and supplemental compensation as provided to all other employees.

4. Personal: Personal leave time will be 56 hours annually.
5. Leave of Absence: Paid leave of absence covering Jury Duty and work related injury or disability shall be allowed by the Township in accordance with the provisions provided to all other employees. Unpaid leave for education and family leave shall be allowed in accordance with the provisions provided to all other employees.
6. There will no longer be any annual sell back of any vacation, sick, or personal time. Due to the limitations placed upon their availability to request time off, they will be permitted, with a written request and with the approval of the Administrator, a reasonable carryover of vacation and comp time, for one year from the year in which same is earned.
7. Employees will be entitled to convert up to ten (10) sick days per year into vacation days in accordance with the following conditions: a) The request must be approved by the Administrator; b) the converted sick days must be used in the calendar year accrued and not carried over to another year. 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; c) The conversion shall not be granted unless all other vacation time has been exhausted, d) The employee's sick leave bank must contain at least 30 days after deducting the requested conversion days. The parties acknowledge that the Township filed a scope of negotiations petition concerning the Sick Leave conversion provision. If PERC rules that the provision in paragraph 7 is not negotiable, the provision will be unenforceable.
8. Supplemental Compensation Upon Separation -- For all retirees at the date of signing this Agreement.

A. Employees hired on or after January 1, 1998 shall be entitled to supplemental compensation upon separation for earned, unused sick leave time in accordance with the following provisions:

1. In order to be eligible for supplemental compensation an Employee shall have been regularly employed by the Township for not less than ten (10) years.

2. Employees who are removed for cause as the result of criminal conviction or as the result of an agreement with a county, state or federal prosecuting agency to resign or retire in lieu of criminal prosecution arising out of work related matters shall not be eligible for supplemental compensation.
  3. In the case of an Employee who would be eligible for supplemental compensation, but who dies, prior to formally separating from the Township, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Township receives notice of the Employee's death.
  4. The 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 at the effective date of separation up to a maximum of \$18,000.00. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation. The supplemental compensation shall not exceed \$18,000.00.
  5. Employees hired on or after January 1, 1998, shall not be entitled to terminal leave.
  6. Overtime pay and other supplemental pay shall be excluded from this compensation.
  7. Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which an Employee is eligible.
- C. Employees hired by the Township after May 21, 2010 shall be capped at \$15,000.00 in supplemental compensation.
- D. Employees seeking payment of supplemental compensation shall provide one year's notice in advance to the Township Administrator so that appropriate budgetary provisions can be made for payment of the funds. Should such notice not be provided, the Township may elect to defer the payment to the following year's budget cycle.

## **EMPLOYEE RIGHTS AND PRIVILEGES**

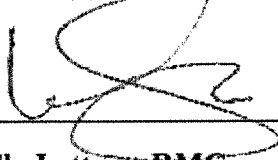
Nothing contained herein shall be constructed to deny or restrict Employee's rights and privileges pursuant to any other applicable State laws or regulations. The rights granted to the Employee hereunder shall be deemed in addition to those mandated by law.

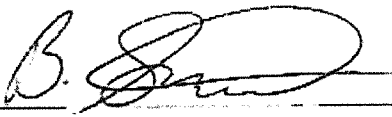
## **Entire Agreement and Severability**

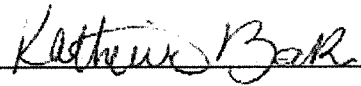
The parties acknowledge the foregoing constitutes their entire agreement regarding the terms and conditions of employment, along with any applicable employee handbook. No terms or conditions are imposed other than as set forth in this agreement. If any section, subsection, paragraph or clause of this agreement is deemed or declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this agreement which shall remain in full force or effect; and to this end the provisions of this contract are hereby deemed to be severable.

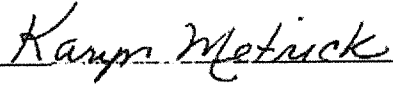
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

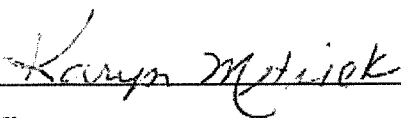
**WITNESS & ATTEST:**

  
\_\_\_\_\_  
**Kelly Lettera, RMC**  
Township Clerk  
(Seal)

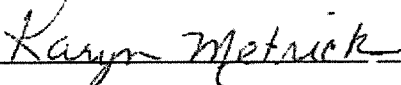
**Township of Little Egg Harbor**  
By   
\_\_\_\_\_  
**Honorable Blaise Scibetta,**  
Mayor

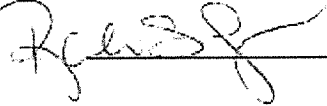
  
\_\_\_\_\_  
Witness

**Township Administrative Support Staff**  
By   
\_\_\_\_\_

  
\_\_\_\_\_  
Witness

By   
\_\_\_\_\_

  
\_\_\_\_\_  
Witness

By   
\_\_\_\_\_

Katherine Baker

Witness

By Kasey Powers

Witness

By \_\_\_\_\_

Witness

By \_\_\_\_\_

**SCHEDULE "A"**

**BASE RATES**

| EMPLOYEE        | 2023 (2.5%) | 2024 (2.25%) | 2025 (2%) | 2026 (2%) |
|-----------------|-------------|--------------|-----------|-----------|
| Kasey Powers    | \$65,025    | \$66,488     | \$67,818  | \$69,174  |
| Katherine Baker | \$49,200    | \$50,307     | \$51,313  | \$52,339  |
| Karyn Metrick   | \$72,500    | NA           | NA        | NA        |
| Robin Schilling | \$69,249    | \$70,807     | \$72,223  | \$73,667  |
|                 |             |              |           |           |