

RESOLUTION NO. 2016 – 175

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH AFSCME LOCAL 71 (DEPARTMENT HEADS)

WHEREAS, the previous Employment Agreement with the Department Heads, AFSCME Local 71 expired on December 31, 2014 and it was necessary for Township Officials to negotiate a new employment agreement; and

WHEREAS, the Township and the Department Heads, with the assistance of a mediator, have come to an agreement with regard to the terms of continued employment and have memorialized same in a Memorandum of Agreement attached hereto as Schedule A; and

WHEREAS, the terms of the Memorandum of Agreement include no raise for 2015 and an annual 2% raise for the included employees as well as provisions regarding salary adjustments for specified employees; and

WHEREAS, the governing body wishes to approve the execution of the Memorandum of Agreement with the Department Heads, AFSCME Local 71 for the period of January 1, 2015 through December 31, 2018.

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 hereby authorizes the execution of the Memorandum of Agreement with the Department Heads, AFSME Local 71, the terms of which are memorialized in the Agreement attached hereto as Schedule A.

2. That the Memorandum of Agreement may be combined together with the prior Agreements between the parties for a complete Collective Bargaining Agreement, the execution of which is hereby authorized.
3. That a certified copy of this resolution shall be forwarded to the Department Heads, AFSCME Local 71.

Motion to Approve: Kehm	Second: Stevens	Roll Call:	Gormley	<u>Abstain</u>
			Kehm	<u>Yes</u>
			Kobryn	<u>Yes</u>
			Schlick	<u>No</u>
			Stevens	<u>Yes</u>

CERTIFICATION

I, **DIANA K. MCCRACKEN, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **11th** day of **August, 2016**.


DIANA K. MCCRACKEN, Township Clerk
 Little Egg Harbor Township

#3700

TOWNSHIP OF LITTLE EGG HARBOR
&
AFSCME COUNCIL 71
(DEPARTMENT HEADS)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into on this 11th day of August, 2016, between the negotiating teams of the Township of Little Egg Harbor and the American Federation of State, County, & Municipal Employees, Council 71 (Department Heads), with the assistance of PERC appointed Mediator, Mary E. Hennesy-Shooter. Both negotiation teams will recommend the agreement to their constituents for ratification and the mediator retains jurisdiction until the Agreement is ratified.

It is expressly understood and acknowledged by both negotiating teams this Memorandum of Agreement has been negotiated in good faith, and is entered into in good faith, but ultimate agreement to same must be approved by the Governing Body of the Township of Little Egg Harbor and the membership of the American Federation of State, County, and Municipal Employees, Council 71. Absent approval by both the Governing Body of the Township of Little Egg Harbor and the membership of the American Federation of State, County, and Municipal Employees, Council 71, neither the Township nor the Union is bound, and shall not be considered to be bound.

1. **PREAMBLE:** The following language will replace the preamble which existed in the expired agreement:

The Contract made between the TOWNSHIP OF LITTLE EGG HARBOR (hereinafter referred to as the "Employer") and District Council 71, American Federation of State County and Municipal Employees, AFL-CIO, Majority Representative, and its affiliated Local 3304K, (hereinafter referred to as the "Union") covering employees in the designated unit, has as its intent and purpose the establishment wages, hours of work and other terms and conditions

of employment., as well as to establish the procedures for the amicable resolutions of all disputes and grievances. The effective date of this agreement shall be JANUARY 1, 2015 to DECEMBER 31, 2018.

As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc. to Council 71 as the Majority Representative to P.O. Box 207, Franklinville, New Jersey 08322 or Fax (856) 512-2193, and the Local 3304K. This will occur simultaneously as the employee is served, or within three business days.

2. DURATION- Four Years (January 1, 2015 through December 31, 2018)

3. ARTICLE VII (WAGES)

A. INCREASES: There shall be salary increases for the members of the bargaining unit as follows:

2015: a 0% (zero percent) increase for all members of the bargaining unit.

2016: a 2.0 % increase for all members of the bargaining unit shall be had effective upon the signing of this MOA and retroactive to January 1 , 2016.

2017: a 2.0 % increase for all members of the bargaining unit shall be had effective January 1, 2017.

2018: a 2.0 % increase for all members of the bargaining unit shall be had effective January 1, 2018.

B. SALARY ADJUSTMENTS: The following individuals shall have the following adjustments to their salary:

1. Mark Ellis: The Township will compensate Mark Ellis \$5,000.00 for being the Certified Flood Plain Manager. The Township will compensate Mark

Ellis \$5,000.00 for being the Community Rating System Specialist. Both adjustments will be placed into his base salary and will be retroactive to one year from the date of the signing of the agreement.

2. Dayna Wilson: In light of her undertaking additional duties which are unrelated to her statutory Tax Collector position, the Township will compensate Dayna Wilson at the rate of \$ 1,500.00 each year during the term of this agreement. This \$1,500.00 shall be separate and apart from the regular salary and shall be included within her base salary as Tax Collector and the money shall be retroactive from January 1, 2015.

3. Alina Bertram: Has recently been moved from Acting Municipal Court Administrator to Municipal Court Administrator, her salary shall be adjusted to \$70,000 dollars accordingly. The Township will compensate Alina Bertram from the date of her new appointment with retroactive pay.

There shall be an additional \$10,000.00 annual for her additional court duties at 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 services agreement with Eagleswood, this \$10,000.00 shall cease being paid. Should the Township enter into a Shared Services Agreement with another municipality, the Township agrees to negotiate a stipend with Ms. Bertram for additional duties associated with the agreement.

Alina Bertram shall receive \$50.00 for each call out when they are off hour calls.

4. **ARTICLE X (GRIEVANCE PROCEDURE)** – The existing contract language will be replaced with the following language:

A. A grievance shall be defined as a claim by any member of the bargaining unit or the Union 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.

B. Any grievance arising shall be settled in the following manner:

STEP ONE – The aggrieved employee or the Union Shop Steward at the request of the employee shall attempt to rectify the grievance or the dispute with the Business Administrator within thirty (30) working days of its occurrence. Failure to act by the employee or Union Shop Steward within said thirty (30) working day period shall be deemed to constitute an abandonment of the grievance. The Business Administrator shall attempt to adjust the matter and shall respond to the employee or Shop Steward within five (5) working days.

STEP TWO - The aggrieved employee or the Union Shop Steward shall present the grievance, in writing, to the Business Administrator within thirty (30) working days of the conclusion of Step One. Failure to act by the employee or the Union Shop Steward within said thirty (30) working day period shall be deemed to constitute an abandonment of the grievance.

The written submission to the Business Administrator shall set forth:

- date of the occurrence giving rise to the grievance
- the date the grievance is filed
- the nature of the grievance
- the specific provisions of the contract or specific board policies allegedly violated
- the remedy being sought; and
- All documents supporting grievance to be attached.

The Business Administrator shall meet with the Shop Steward and the aggrieved employee and shall issue a written response within ten (10) working days.

STEP THREE - If the grievance remains unsettled, or the Business administrator fails to respond, the Union may within twenty (20) working days after the reply of the Business Administrator is due, give written notice to the Mayor (or mayor's designee) requesting a hearing of the aggrieved employee, his/her Shop Steward, the Mayor (or mayor's designee) and the business representative of the Union. The hearing will be held in no less than twenty (20) working days, and the Mayor (or mayor's designee) shall issue a response within ten (10) working days.

STEP FOUR

1. If the grievance remains unsettled, the Union 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.

2. Arbitration proceedings shall be conducted by an arbitrator who will be selected by the Township and the Union 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.
 3. Expenses for the arbitrator's service shall be borne equally by the both parties. The parties shall be responsible for their own attorney's fees and costs. No employee shall be denied his compensation for his appearance as a 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.
 4. The Union will notify the Township in writing of the names of its members who are designated by the Union to represent employees under the grievance procedure.
 5. Either party may request the arbitrator to decide, as a preliminary issue, whether s/he has jurisdiction to hear and decide the matter in dispute.
 6. The arbitrator shall not be permitted to hear and decide more than one (1) grievance at a time.
 7. 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.
- C. If an 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.

5. **ARTICLE XVIII – LABOR MANAGEMENT MEETINGS** – A new article will be added to the contract which shall provide as follows:

Upon request of the Union, the Township shall schedule a Labor Management meeting with the Union 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 Union.

The Local President or his or 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 their 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.

6. **DISCIPLINE AND DISCHARGE** - A new section will be added to this article, which shall provide as follows:

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

B. 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.

C. 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 or she may be subject to a disciplinary action in connection with any questioning by the employer may have a Union representative present during such questioning. This shall not apply to interviews which are intended to provide counseling, information or instruction.

D. The employer shall provide a copy of disciplinary charges to the employee and a copy of the notice shall be provided to the local Union representative and District Council representative. 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 10 working days of its occurrence. Nothing shall prevent the Union representative from investigating any discipline brought by the employer. An employee is entitled to have a Union 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 local Union representative shall not suffer any loss of regular pay.

E. Counseling: When it is determined through an investigation that disciplinary action is not warranted, but the employee should be "notified" as to his or 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.

F. 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.

7. All portions of the collective negotiations agreement which must be changed to reflect this agreement are hereby changed by the execution of this document.
8. All portions of the collective negotiations agreement not affected by this MOA shall remain unchanged and are hereby incorporated into this Agreement.
9. Both Parties withdraw all other proposals not specifically incorporated into this MOA.

By Executing This Document Below, the undersigned agree to the above terms and conditions, and hereby acknowledge this represents the full and complete understanding between the negotiating teams of the Township of Little Egg Harbor and the American Federation of State, County, and Municipal Employees, Council 71.

Further, it is expressly understood by both negotiating teams and the signees of this MOA that they will recommend this MOA to their respective party for approval, but the ultimate authority to enter into a contract/agreement rest solely with the Governing Body of the Township of Little Egg Harbor and the membership of the American Federation of State, County, and Municipal Employees, Council 71. Neither the Township of Little Egg Harbor nor the membership of the American Federation of State, County, and Municipal Employees, Council 71 is bound by this MOA, or any of its terms, until approved and ultimately ratified by both the Governing Body of the Township of Little Egg Harbor and the membership of the American Federation of State, County and Municipal Employees, Council 71.

This Memorandum is entered into on this 11th day of August by

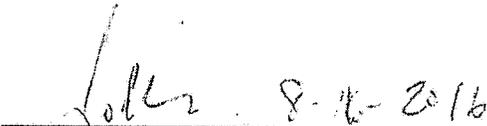
the following members of the negotiating teams for each party.

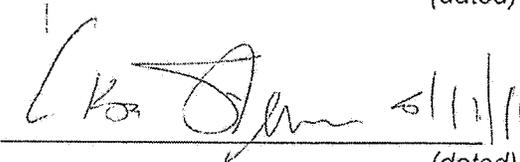
FOR THE AFSCME, COUNCIL 71


(dated)


(dated)

FOR LITTLE EGG HARBOR

 8-16-2016
(dated)

 8/12/16
(dated)