

RESOLUTION 2024-264

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY REAPPOINTING KELLY LETTERA, CMC, RMC, AS MUNICIPAL CLERK AND GRANTING TENURE PURSUANT TO N.J.S.A. 40A:9-133.7

WHEREAS, Kelly Lettera was appointed to the position of Municipal Clerk by Resolution 2021-191 on September 9, 2021, for a three (3) year term in accordance with N.J.S.A. 40A:9-133; and

WHEREAS, the governing body desires to reappoint Kelly Lettera to the position of Municipal Clerk for the Township of Little Egg Harbor, said reappointment occurring within 60 days following the expiration of the prior term, thereby making the effective date of the reappointment date back to date of expiration of the initial term of appointment on October 4, 2021; and

WHEREAS, upon said reappointment, Kelly Lettera, CMC, RMC, shall acquire tenure in the position of Municipal Clerk and shall hold office during good behavior and efficiency in accordance with N.J.S.A. 40A:9-133.7; and

WHEREAS, Kelly Lettera, CMC, RMC, is hereby reappointed to the position of Municipal Clerk.

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 authorizes the reappointment of Kelly Lettera, CMC, RMC, to the position of Municipal Clerk for the Township of Little Egg Harbor and the granting of tenure as Municipal Clerk in accordance with N.J.S.A. 40A:9-133 et seq.
2. That the governing body does hereby authorize the execution of the employment agreement with Kelly Lettera attached hereto as schedule A
3. That a certified copy of this resolution shall be forwarded to the Township Administrator and Kelly Lettera.

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

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
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CERTIFICATION

I, **KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **10th** day of **October, 2024**.



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

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EMPLOYMENT AGREEMENT

THIS AGREEMENT made the 10th day of **October, 2024**

BETWEEN: TOWNSHIP OF LITTLE EGG HARBOR, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor Township, New Jersey, hereinafter referred to as the "Township," or "Employer";

AND: KELLY LETTERA, Township Clerk (hereinafter referred to as "Lettera" or "Employee").

WITNESSETH:

For and in consideration of the compensation hereinafter mentioned to be made by the Township of Little Egg Harbor, Kelly Lettera agrees to act as Township Clerk pursuant to N.J.S.A. 40A:9-133 for the Township on a full-time basis and to carry out, to the best of her ability, all duties reasonably imposed upon her by the Ordinances of the Township of Little Egg Harbor, Statutes of the State of New Jersey, and such other duties as the Mayor and Township Committee shall, from time to time, require of her. Employee is a confidential employee and managerial executive.

**ARTICLE I
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from October 4, 2024, through and to October 3, 2029. It is specifically agreed by the parties that the Township may terminate the employee for cause during the term of this agreement.

**ARTICLE II
MANAGEMENT RIGHTS**

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by law and the Constitutions of the State of New Jersey and the United States, except as may be specifically modified by the Agreement.

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**ARTICLE III
SALARY**

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

October 4, 2024 – October 3, 2025	\$107,412.50
October 4, 2025 – October 3, 2026	\$110,097.81
October 4, 2026 – October 3, 2027	\$110,097.81
October 4, 2027 – October 3, 2028	\$112,299.77
October 4, 2028 – October 3, 2029	\$115,107.26

**ARTICLE IV
WORK WEEK**

The Clerk shall work a full-time schedule. The parties agree and acknowledge that the Clerk shall be a salaried employee and exempt from overtime. The Employee agrees and acknowledges that the job duties may require more than a 40-hour workweek. The Employee shall be required to complete assignments and fulfill the duties as specified in state statutes N.J.S.A. 40A:9-133, et seq., job description, policy, procedures and directives. This means that the Clerk acknowledges and agrees that she may be called to work more than 40 hours per week. Should the Clerk be absent from the office for more than two hours in a workday with approval of the Administrator, the Clerk shall utilize available leave time as appropriate to the circumstances (e.g. sick leave, personal leave, or vacation leave).

**ARTICLE V
HEALTH INSURANCE & MEDICAL PLANS**

- A. The Township will provide health insurance coverage to the Employee as provided under the Township's Personnel Policy.
- B. All medical provisions will be in accordance with the provisions of Chapter 78 P.L. 2011, in its entirety, as amended. Employee will be responsible for payment of their Tier IV premium contribution as set forth in Ch. 78.

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**ARTICLE VI
VACATIONS, HOLIDAYS, SICK LEAVE, ETC.**

- A. The Employee shall be entitled to all holidays as set forth in the Employee Handbook.
- B. Unpaid leave of absence. Unpaid leave of absence may be granted upon such terms and conditions as shall be approved by the Township Committee.
- C. Temporary paid leave of absence

The Clerk shall be granted time off annually without deduction from pay or accumulated leave time for the following requests:

- Personal – 9 days (72 hours)
 - Sick – 16 days (128 hours)
 - Vacation – 20 days (160 hours)
1. Vacation: The Employee shall notify the Township Administrator of any vacation requests in excess of five (5) days, approval of which shall not be withheld without cause. Due to the responsibility of the Employee in performing the duties of the position, the Employee shall be permitted to carry over unused vacation time for a period of one (1) year. Vacation leave is considered earned on a monthly basis even though the leave time may be credited on January 1st each year.

Upon the death of the Employee, any and all unused earned vacation leave shall be paid to the Employee's estate within thirty (30) days.

Vacation shall not accrue after the Employee has resigned or retired, although the Employee's name will be retained on the payroll until the exhaustion of paid leave time.

Vacation leave shall not accrue and is not included in calculating years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) or more calendar days. An accumulation of up to one (1) year unused vacation time may be carried from the year earned to the next year. Thereafter, the prior year's unused vacation leave time is forfeited.

Shall the Employee retire or otherwise separate in good standing from the employment with the Township, the Employee shall be compensated for unused earned vacation leave time at the current rate of pay.

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2. Sick Leave shall be defined as the absence of the Employee from duty because of non-occupational related illness, accident, injury, disability or exposure related contagious disease or an absence, for a reasonable period of time, due to the serious illness of a member of the Employee's immediate family and shall be the same as provided to all other Township employees.

The Employee shall be granted sixteen (16) days per year, sick leave granted at the commencement of each year in anticipation of continued employment. If the Employee does not utilize the annual sick leave, or any part thereof, the Employee may accumulate such unused sick leave time from year to year up to a maximum of 2080 hours.

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

ARTICLE VII SUPPLEMENTAL COMPENSATION UPON RETIREMENT

The Employee shall be entitled to supplemental compensation upon retirement if he has been regularly employed with the Township for a minimum of 10 years. Supplemental compensation shall be computed at the rate of 50% the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of separation up to a maximum of \$15,000.00. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation.

- (a) In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, 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.
- (b) Periods of leaves of absence without pay shall be excluded from the computation.

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**ARTICLE VIII
PROFESSIONAL ASSOCIATIONS AND CONTINUING PROFESSIONAL
EDUCATION**

The Township shall pay the costs of training, seminars and classes that relate to position of Municipal Clerk. The Township shall pay for any additional training, seminars and classes necessary for the Municipal Clerk to maintain any licenses relevant to her Township employment subject to the approval of the Township Administrator. The Township shall also pay for travel expenses relating to the attendance of the annual New Jersey League of Municipalities Convention. The costs of training, seminars and other reasonable expenses shall be limited to the amount approved in the annual administrative budget.

**ARTICLE IX
OTHER EMPLOYMENT**

The Clerk shall devote all of her work efforts to the Township toward the fulfillment of her obligations under this contract. Outside employment, business ownership or affiliation, which would constitute a conflict of interest or violate New Jersey's Local Government Ethics Law, is strictly prohibited.

**ARTICLE X
MOTOR VEHICLE TRANSPORTATION, CELLULAR COMMUNICATIONS**

The Clerk shall not receive a car allowance. The Township shall provide the Employee a cellular phone number wherein she may conduct Township Business and be reached during business and non-business hours.

**ARTICLE XI
SAVINGS CLAUSE**

If any section, clause, portion or article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be illegal, such section, clause, portion or article may and shall continue in full force and effect absent the portion found to be illegal or unconstitutional.

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**ARTICLE XIII
EMPLOYEE'S RIGHTS AND PRIVILEGES**

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

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

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

By _____
HONORABLE BLAISE SCIBETTA, Mayor

As to Kelly Lettera

KELLY LETTERA

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