

**RESOLUTION NO. 2024-123**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,  
COUNTY OF OCEAN, STATE OF NEW JERSEY, RATIFYING THE  
TERMS OF A MEMORANDUM OF AGREEMENT AND  
AUTHORIZING THE EXECUTION OF A COLLECTIVE  
BARGAINING AGREEMENT WITH THE PBA LOCAL 295**

**WHEREAS**, the negotiation committees of the Township of Little Harbor and the PBA Local 295 met and negotiated terms and conditions of employment for the police officers in Little Egg Harbor Township; and

**WHEREAS**, the parties have come to an agreement with regard to the terms and conditions of the Collective Bargaining Agreement for the period of time between January 1, 2024 and December 31, 2028; and

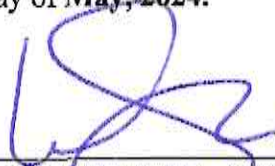
**WHEREAS**, the governing body wishes to ratify the terms of the Memorandum of Agreement and authorize the execution of the Collective Bargaining Agreement with the PBA Local 295 union.

**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 ratify the terms of the Memorandum of Agreement with PBA Local 295 for a period of time retroactive from January 1, 2024, to December 31, 2028.
2. That the governing body authorizes the execution of the Collective Bargaining Agreement which will incorporate the terms of the Memorandum of Agreement between the Township of Little Egg Harbor and PBA Local 295 union with regard to the terms and conditions of employment in a form acceptable to the Township Labor Counsel.
3. That this resolution shall take effect immediately.
4. That a certified copy of this resolution shall be forwarded to PBA Local 295 and the Chief Financial Officer/Township Administrator.

**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 9<sup>th</sup> day of **May, 2024**.



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

**Little Egg Harbor Township and  
PBA LOCAL 295  
Memorandum of understanding**

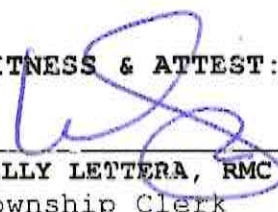
1. Contract terms not modified by this agreement or the Memorandum of Agreement dated January 12, 2024 shall remain the same. All other proposals are hereby withdrawn.
2. This is a five year contract effective 1/1/2024 through 12/31/2028.
3. Township will pay for all licensing fees for new and current employees as required under the Police Training Commission. In the event, an employee no longer is employed by the Township within two (2) years of payment, the employee must reimburse the Township for the fee. There is no reimbursement owed if the employee is retiring through special, service, disability, or deferred retirement.
4. **Article VI Section D - Temporary Paid Leave of Absence** - There is no waiting period for eligibility for full pay while receiving workers compensation benefits for all lateral transfers. All new hires, with no prior law enforcement experience, will have to wait a period of ninety (90) calendars to be covered under this provision.
5. **Article VII- Vacations** - The parties agree to add the following paragraph. "In the event that an employee resigns from their position at the Township, the employee's vacation leave in the year of resignation will be prorated as to the date of resignation. In the event the employee utilized more vacation leave in the year of resignation than accrued, the unearned balance will be deducted from the employee's final pay. The above provision shall not apply to any employee that submits for retirement for the Township, including, but not limited to any involuntary retirement, accidental, disability, or special retirement."
6. **Article VIII - Sick Leave Section J** - All employees hired after May 21, 2010 are not eligible to sell back sick hours. The parties agree that the PBA may file a scope of negotiations petition concerning this provision. If deemed non-negotiable as to the effective date of the statute to this unit, the parties will abide by the decision of the Commission.
7. **Article VIII - Sick Leave Section I-** All employees hired after May 21, 2010 are not entitled to convert sick time. The parties agree that the PBA may file a scope of negotiations petition concerning this provision. If deemed non-negotiable as to the effective date of the statute to this unit, the parties will abide by the decision of the Commission.


8. **Article VIII - Sick Leave add to Section K-** The parties agree that employees who use zero sick leave hours during the course of a calendar year will receive four (4) additional personal days in the following year.
9. **Article VIII - Sick Leave Update Section L(1),** the parties agree that this benefit is only applicable to employees hired prior to May 21, 2010. The parties agree that the PBA may file a scope of negotiations petition concerning this provision. If deemed non-negotiable as to the effective date of the statute to this unit, the parties will abide by the decision of the Commission.
10. **Article VIII - Sick Leave Update Section (L2)(c),** the parties agree to add "The maximum amount of SCOR for any employee hired on or after May 21, 2010 shall be \$15,000." The parties agree that the PBA may file a scope of negotiations petition concerning this provision. If deemed non-negotiable as to the effective date of the statute to this unit, the parties will abide by the decision of the Commission.
11. **Article VIII - Sick Leave Update Section (M3)-** The parties agree to include "M(3). An employee hired after May 21, 2010 may either take terminal leave up to the equivalent of \$15,000.00 or be paid SCOR to the maximum amount of \$15,000. The parties agree that the PBA may file a scope of negotiations petition concerning this provision. If deemed non-negotiable as to the effective date of the statute to this unit, the parties will abide by the decision of the Commission.
12. **Article X - Workweek, Overtime -** The parties agree that employees will be permitted to one (1) hour of gym/weight room use. The parties agree that the employee's ability to use the gym will be at the discretion of the employee's supervisor.
13. **Article X - Workweek, Overtime Section K (1)(a)-** The parties agree to an increase in the meal allowance to \$15.00.
14. **Article X - Workweek, Overtime Section M-** The parties agree that Field Training Officers will receive two (2) hours of compensatory time.
15. **Article XIV - Rates of Pay -** the parties agree to the following annual percentages:
  - 2024 - 2.75%
  - 2025 - 2.50%
  - 2026 - 2.50%
  - 2027 - 2.25%
  - 2028 - 1.90%

All increases will be across the board.

16. **Article XIV - Rates of Pay Section B (1)**- The parties agree that an officer who works a total of three (3) months or ninety (90) days within a calendar year on night- shift will be eligible to receive the 2.5% gross-pay differential. There is no longer a requirement for consecutive time it shall now be yearly aggregate time.
  
17. **Article XIV - Rates of Pay New Section E**- The parties agree that in the discretion of the Chief of Police, an officer who is a member of the SWAT team may utilize a take home vehicle, if one may be available, for SWAT team related activities and training. In the alternative, an officer who is a member of the SWAT team will be compensated for mileage at the IRS business reimbursement rate for utilization of their personal vehicle for SWAT Team related duties and training.
  
18. **Article XV - Insurance, Health, and Welfare** - The parties agree that any employees that decide to enroll in the Omnia Plan currently offered by the Township will be required to contribute to the healthcare coverage at the Chapter 78 Tier II rate.

WITNESS & ATTEST:

  
 \_\_\_\_\_  
 KELLY LETTERA, RMC  
 Township Clerk  
 (Seal)

Township of Little Egg Harbor  
  
 By \_\_\_\_\_  
 BLAISE SCIBETTA, MAYOR

PBA LOCAL 295

By   
 \_\_\_\_\_  
 Robert Peschko, President

\_\_\_\_\_  
 Witness