

**RESOLUTION 2025-131**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,  
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING  
THE EXECUTION OF A MEMORANDUM OF AGREEMENT AND  
AUTHORIZING THE EXECUTION OF THE COLLECTIVE  
NEGOTIATIONS AGREEMENT WITH THE AFSCME LOCAL  
3304E**

**WHEREAS**, the negotiation committees of the Township of Little Harbor and the AFSCME LOCAL 3304e (Blue Collar) met and negotiated terms and conditions of employment for the Blue Collar employees of 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, 2025 and December 31, 2027; and

**WHEREAS**, the governing body wishes to authorize the execution of the Memorandum of Agreement and authorize the execution of the incorporated collective negotiations agreement with the AFSCME LOCAL 3304e (Blue Collar).

**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 AFSCME LOCAL 3304e (Blue Collar) for a period of time retroactive from January 1, 2025, to December 31, 2027.
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 the AFSCME LOCAL 3304e (Blue Collar) 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 the AFSCME LOCAL 3304c (Blue Collar) 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 **8<sup>th</sup>** day of **May, 2025**.



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

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“Agreement”) is made this \_\_\_\_\_ day of 2025, by and between the American Federation of State, County and Municipal Employees Local 3304E (Union) and Township of Little Egg Harbor (Township).

**WHEREAS**, the Township and the Union, were parties to a collective negotiations agreement with a term of January 1, 2022 through December 31, 2024; and

**WHEREAS**, the Township and Union have been engaged in good faith collective negotiations for the purpose of reaching an agreement on the terms and conditions of employment for a successor agreement; and

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

**WHEREAS**, the negotiating committees for the Township and Union have agreed to recommend this agreement for ratification and approval to their respective constituents.

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

1. Except as herein modified, the terms and conditions set forth in the January 1, 2022 through December 31, 2024 Collective Negotiations Agreement between the Township and the Union shall remain in full force in effect.
2. The Contract term is from January 1, 2025 through December 31, 2027.
3. Article I, Recognition. Delete Paragraph C and replace with the following:

It is the intention of the parties that the bar to union representation and collective bargaining agreement coverage pertaining to provisional employees shall not include full-time employees who already have permanent status in the career service with Employer. For example, an employee who is regularly appointed to a title and subsequently is provisionally promoted pending promotional procedures would still be entitled to union representation and collective bargaining agreement coverage. However, a newly hired employee who is hired provisionally within the competitive division of the career service would not be entitled to union representation or collective bargaining agreement coverage until the future date of regular appointment or expiration of the six month ineligibility period contained in this Article.

4. Article II, Sick Leave. Amend Section H(2) to provide: Absence without notice and approval for three (3) consecutive days shall constitute a resignation not in good standing. In the event there are extenuating unforeseen circumstances warranting relaxation of this provision, the Township Administrator in his sole discretion may relax the above requirement.

5. Article II, Sick Leave. New Section N to read:

Sick Leave Incentive:

1. Employees who use zero sick leave hours in the first quarter of the calendar year will receive a payment of \$250.00 to be paid by the second payroll of April.

2. Employees who use zero sick leave hours in the second quarter of the calendar year will receive a payment of \$250.00 to be paid by the second payroll of July. To be eligible for the second quarter sick leave incentive, the employee must have 14 sick days in the sick leave bank from the current year's allotment. For example, if the employee receives 16 sick days in the current calendar year and the employee utilizes 2 sick leave days in the first quarter and uses zero sick leave hours in the second quarter, the employee will be entitled to the sick leave incentive payment. If the employee utilizes more than 2 sick leave days in the first quarter, the employee will not be entitled to the sick leave incentive.

3. Employees who use zero sick leave hours in the third quarter of the calendar year will receive a payment of \$250.00 to be paid by the second payroll of October. To be eligible for the third quarter sick leave incentive, the employee must have 12 sick days in the sick leave bank from the current year's allotment. For example, if the employee receives 16 sick days in the current calendar year and the employee utilizes 4 sick leave days in the first and/or second quarter and uses zero sick leave hours in the third quarter, the employee will be entitled to the sick leave incentive payment. If the employee utilizes more than 4 sick leave days in the first and second quarter, the employee will not be entitled to the sick leave incentive.

4. Employees who use zero sick leave hours in the fourth quarter of the calendar year will receive a payment of \$250.00 to be paid by January 31 of the following year. To be eligible for the fourth quarter sick leave incentive, the employee must have 12 sick days in the sick leave bank from the current year's allotment. For example, if the employee receives 16 sick days in the current calendar year and the employee utilizes only 4 sick leave days in the first, second and/or third quarter and uses zero sick leave hours in the fourth quarter, the employee will be entitled to the sick leave incentive payment. If the employee utilizes more than 4 sick leave days in the first, second and/or third quarter, the employee will not be entitled to the sick leave incentive.

5. Employees who are on a paid or unpaid leave of absence and/or worker's compensation leave are not entitled to the Sick Leave Incentive.

6. Article III, Leaves of Absence. Add the following clarifying language to Section (A)(1): "An employee shall not be compensated for any unused personal leave hours upon separation of employment with the Township."

7. Article VI Health and Welfare Subsection 2 shall be revised as follows:

Article VI Health and Welfare:

2. RETIREMENT: Employer agrees to pay the premiums (absent mandatory contributions) 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 the time of retirements; or has reached the age of 62 and retires with a minimum period 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. In accordance with the provisions of Chapter 78 P.L. 2011, all employees covered by this Agreement shall contribute, through the withholding of the contribution from their monthly retirement allowance, toward the cost of health care benefits coverage for the employee in retirement and any dependent provided pursuant to N.J.S.40A:10-16 et seq., unless the provisions of subsection c. of this Chapter 78 P.L. 2011 Section 42 apply, in an amount that shall be determined in accordance with Section 39 of Chapter 78 P.L. 2011 by using the percentage applicable to the range within which the annual retirement allowance, and any future cost of living adjustments thereto, falls. The retirement allowance and any future cost of living adjustments thereto, will be used to identify the percentage of the cost of coverage.

B. This benefit shall terminate when the retired Employee or the spouse, in the case of spousal coverage, becomes eligible for Medicare.

C. This benefit set forth in paragraph # shall not apply to former employees who retired on or before January 1, 2011.

D. 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 of the same type provided to Employees who have not retired.

8. Article V, Holidays, shall be amended to add Junctcenth (observed the third Friday in June) and remove Election Day as a recognized holiday.
9. Article VIII, Uniform Allowance: Delete Article VIII (A) and replace with the following:
  - A. Boot Allowance: Employees will receive a boot allowance of \$200 in April for each year of the contract.

10. Article VIII, Uniform Allowance: Revise Section B to provide the following:
  - B. All employees shall receive uniforms provided by the Employer in accordance with Schedule C.
  
11. Article IX Wages, Section A shall be revised as follows: The salaries of each employee shall be increased across the board on January 1 of each year as follows: effective and retroactive to January 1, 2025 - \$.80 per hour, effective January 1, 2026 - \$.80 per hour, effective January 1, 2027 - \$.80 per hour. Schedule A shall be revised accordingly.
  
12. Article IX Wages, Section E shall be amended to provide the following stipends to be paid whenever the follow actions are performed:
  - Snow/salt plowing or salting with a truck or other vehicle - \$3/Hr
  - Out of Title heavy equipment usage (tractor, loader, etc.) - \$1/Hr
  - Out of Title truck driving (sanitation, recycling, leaf collection) - \$1.50/Hr
  - Acting Supervisor (in full day increments only) - \$20/day
  - Road/Pipe work - \$1.5/Hr (effective 2/18/2021)
  - Work performed during an employee's regular shift when the Township offices are closed (excluding snow/salt plowing or salting with a truck or other vehicle) - \$1/Hr (12/2/24)
  
13. Article X, Work Week, Rest Periods, Overtime, Call In Time. Article X, Section C shall be amended to include the following: 10. Except in the case of overtime due to a weather event, employees who work overtime on a Sunday or assigned "forced" overtime as set forth in Section 4 shall be paid two times their regular hourly rate.
  
14. Article XI, Grievance Procedure. Revise Step 3 and 4(a) of the grievance procedure as follows:

New Step 3: If the grievance has not been resolved at Step Two or no answer has been received by the Union within the time set forth in Step Two, the Union shall present, in writing, the grievance to the Mayor and Committee within five (5) calendar days of the Step Two answer or failure to answer. With the mutual consent of both parties, discussion may ensue. The duly designated representative of the Mayor and Committee shall answer the grievance in writing within twenty-one (21) calendar days after the receipt of the grievance.

Step 4(a): a. If Employee's grievance is not resolved at Step 3 by the Township Mayor and Committee within the time allowed, the Union shall have the right to binding arbitration in accordance with the provisions of this Agreement by filing a request for binding grievance arbitration with the Public Employment Relations Commissions (PERC) within thirty (30) working days from the date Employee receives the Mayor and Committee's response. If no

response is received by the Mayor and Committee, the grievance shall be deemed to be denied.

15. Article XVII, Mechanics Tools shall be amended to include additional titles of Mechanic Helper and Diesel Mechanic.

16. Article XVII, Mechanics Tools shall be amended to read:

Mechanics, Mechanics Helpers and Diesel Mechanics are expected to provide their personal tools for their on the job use. In the first and second year in the title of Mechanic, the employee will receive up to \$2,000.00 as a reimbursement for purchasing tools.

To be eligible for reimbursement, the tools must be pre-approved by the Superintendent and Township Administrator. If the employee voluntarily separates from the Township within one year of the date of reimbursement, the employee must pay the Township 100% of reimbursement amount by the Township. If the employee voluntarily separates after one year but prior to the two-year anniversary of the date of the reimbursement, the employee will have to reimburse the Township for 50% of the reimbursement amount paid to the employee by the Township.

In the employee's 3rd year in the title of mechanic until separation, title transfer or retirement, mechanics will receive an annual \$1,200 tool allowance for utilization and replenishment of their personal tools.

17. Article XX, Education. New Section D to read:

All newly hired employees are required to obtain their CDL licenses within one year of employment. The Township will provide the employee with the CDL training course. In the event there is no Township CDL training course available, the Township will pay the tuition for a CDL training course from an outside agency. Failure to obtain the CDL license within one year of the employee's date of hiring satisfies just cause for termination.

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

**WITNESS & ATTEST:**

**Township of Little Egg Harbor**

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

By \_\_\_\_\_

**Honorable Dan Maxwell, Mayor**

**American Federation of State, County and  
Municipal Employees (AFSCME) Local  
3304E**

\_\_\_\_\_

Witness

By \_\_\_\_\_

**President, AFSCME Local 3304E**