

RESOLUTION 2026-200

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING AN EMPLOYMENT CONTRACT FOR THE
CHIEF OF POLICE**

WHEREAS, pursuant to Resolution 2026-049, the Township appointed Jeffrey Martin as the Township of Little Egg Harbor's Chief of Police ; and

WHEREAS, the Township and Chief have agreed to various terms and conditions of the Chief's employment; and

WHEREAS, the governing body desires to authorize the execution of an employment agreement with the Chief which contains the aforementioned terms and conditions of employment.

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 an employment agreement with Chief of Police Jeffrey Martin in a form substantially similar to the agreement attached hereto as schedule A and approved by the Township Labor Attorney.
2. That a certified copy of this resolution, together with a copy of the agreement between the parties, shall be forwarded to the Chief of Police Martin, Township Chief Financial Officer and Township Labor Counsel.

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 13th day of **August 2026**.



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

EMPLOYMENT AGREEMENT

THIS AGREEMENT made the 13th day of August, 2026,

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: **Jeffrey Martin**, Chief of Police for the Township of Little Egg Harbor, hereinafter referred to as "Employee" or "Chief."

NOW THEREFORE, in consideration of the mutual promises, covenants and consideration set forth in this Agreement, Chief and the Township of Little Egg Harbor hereby agree as follows:

ARTICLE I RECOGNITION

THIS AGREEMENT entered into on August 13, 2026, between the TOWNSHIP OF LITTLE EGG HARBOR and CHIEF OF POLICE JEFFREY MARTIN, hereby establishes the following terms and conditions of employment for the position of Chief of Police of the Township of Little Egg Harbor Police Department for the term of February 1, 2026 – December 31, 2028. This Agreement represents the complete and final understanding of the parties on matters included herein.

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 this Agreement.

ARTICLE III DUTIES AND RESPONSIBILITIES

Employee shall carry out all duties and responsibilities required by, included but not limited to: statute, regulation, rule, Executive Order, and directive in accordance with respect to the position of Chief of Police. The following citations and/or descriptions are relevant to the job title but are in no way exhaustive of duties:

- a) Conduct and manage the day to day operations of the Police Department;
- b) Administer and enforce rules, regulation and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;

- c) Have, exercise, and discharge the functions, powers and duties of the police force;
- d) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- e) Prescribe the duties and assignments of all subordinates and other personnel; Report monthly by any such form as the Township shall require, as to the operation of the police force during the preceding month;
- g) All such other duties and responsibilities required pursuant to N.J.S.A. 40A:14-118 and controlling court decisions; and
- j) Employee agrees that at all times they will faithfully, industriously, and to the best of their ability, experience and talent, perform all of the duties that may be required pursuant to the express and implicit items of this Agreement, to the reasonable satisfaction of the Mayor and Township Council. Employee, at all times, present a professional demeanor, and carry out their responsibilities in accordance with the law, rules, regulations directives, etc

ARTICLE IV CREDIBLE COMPENSATION

Effective on the date of this agreement, the Employee shall be paid as follows:

2026: Base salary of \$218,505.00 retroactive to February 1, 2026

2027: Base salary of \$222,875.10

2028: Base salary of \$222,875.10

- The compensation above shall be considered the full compensation for all duties performed as Chief of Police. The Employee shall receive no additional compensation, specifically including, but not limited to overtime, from the Township except any applicable stipend referenced within this agreement.
- Base salary is determined on January 1 of each year.

ARTICLE V WORK WEEK, OVERTIME & MEAL ALLOWANCE

A. The Employer and the Employee recognize that the Employee is in an exempt managerial salaried position and the Employee's salary represents payment for any and all duties he performs, which duties are acknowledged to include, but not be limited to supervision, evaluation, assignment, recommendations for hiring and discipline of Police Department personnel. Employee acknowledges that the majority of his work is managerial and administrative and that he is not anticipated to be routinely responding to police calls. The parties hereto acknowledge that the Employee is not entitled to overtime or compensatory time. The Employee shall work 40 hours a week, which does not include the time for attendance at Committee Meetings, if requested.

B. This means, and the Chief acknowledges and agrees, that he may at times be called upon to work more than a 40-hour work week. Should the Chief be absent from the office two (2) or more hours in a workday, the Chief shall utilize his available leave time as appropriate to the circumstances (*e.g.*, sick leave when the absence is related to illness) for the day. All compensatory time carried into the position of Chief of Police will be available for the Chief's use. Time remaining will be compensated at the Captain's rate of pay as of February 2026.

C. Meal Allowance:

(1) After twelve (12) hours of continuous work, the Chief shall receive fifteen (\$15) dollars as a meal allowance.

(2) A fifteen (\$15) dollar per day meal allowance will be paid for each meal while the Chief attends department scheduled schools or court in the states of New Jersey, New York, Pennsylvania and Delaware.

(3) When attending schools and conferences located more than sixty (60) miles from Little Egg Harbor Township Police Department headquarters where an overnight stay is required, the Chief shall be entitled to reimbursement for meals up to \$50.00 per day provided that he submits receipts for meals upon return to normal duty.

ARTICLE VI COMMITTEE MEETINGS

The Employee or the Chief's representative will attend all Committee meetings as requested by the Mayor or Business Administrator. Attendance at Committee meetings shall be included in the annual base salary and shall not result in the accrual of additional or overtime pay or compensatory time.

ARTICLE VII MEDICAL INSURANCE

Employer will provide health insurance coverage to the Chief in accordance with the following provisions:

A. Employer will provide the same medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as is currently provided to the PBA #295 or the current Little Egg Harbor Township police bargaining unit to the Chief, his spouse and his eligible dependents. The Employer shall contribute to healthcare coverage at Tier 3.

B. Employer reserves the right to change these coverages, including the right to change health insurance carriers, health care insurance plans or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Employer provided, however, that there is no reduction in the level of benefits that are in effect on the effective date of this Agreement and Employer provides the Chief forty-five (45) days notice in

advance of such change(s). At the time of notice Employer shall provide the Chief with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the case of any new health care insurance plan said plan shall provide equivalent or better coverage than the predecessor plan.

C. Retirement: Employer agrees to pay the premiums related to providing the same medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as is currently in force for PBA #295 or the current Little Egg Harbor Township police bargaining unit for the Chief, his spouse and his eligible dependents. Upon retirement, the retired employee agrees to pay healthcare contributions equivalent to that of the PBA 295 CBA or 1.5 %, whichever is lower.

D. The Chief his spouse or his eligible dependents shall have the option to have an annual eye exam at the sole expense of the Township up to a maximum of seventy-five dollars (\$75.00) for alternate years not covered by insurance.

ARTICLE VIII LEGAL COUNSEL

The Township shall supply the Chief of Police with necessary legal services for claims arising from performing their job duties, as per law, rule, regulation, or other directive; and/or the Township's applicable insurance coverage.

ARTICLE IX UNPAID LEAVE OF ABSENCE

A. Unpaid leaves of absence may be granted upon such terms and conditions as shall be approved by the Township Committee. During an approved unpaid leave of absence of more than thirty (30) calendar days the Chief shall not accrue seniority and wage increments; sick, vacation, personal or other paid leave time; or other benefits or allowances provided for in this agreement.

B. The Township Committee shall approve military leaves of absence in accordance with the requirements of state and federal law. The terms and conditions of said leave shall not be inconsistent with applicable state and federal law.

ARTICLE X HOLIDAYS

A. The following days are designated as holidays:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	President's Day
Good Friday	Easter Sunday
Memorial Day	Fourth of July
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Day

B. The Chief will not be required to work on designated holidays unless the demands of the Department as determined by the Township Administrator require otherwise. Whenever the Chief does not work on a day designated as a paid holiday, he shall receive straight time pay for the day off.

C. Should the Chief be called in by the Township Administrator to work on a holiday, the unused holiday time shall convert to personal leave time and the Chief shall be entitled to use the converted leave time in accordance with the personal leave time provisions of this agreement.

ARTICLE XI PERSONAL TIME AND LEAVES OF ABSENCE

A. Personal Leave. The Chief shall be entitled to 40 hours per annum, non-cumulative. No reason need be given other than that said personal leave time is being exercised under this article. Except in cases of emergency, the Chief shall give three (3) calendar days advance notice of his intent to exercise personal leave time.

B. Military Leave. In the event the Chief is in the military service he shall be entitled to paid leave when so required by state and federal statutes. Leave for reserve duty, training or other military duty may be granted by the Township Committee upon such terms and conditions which are not inconsistent with state and federal law. All requests for military leave must be made as soon as possible or within seventy-two (72) hours after receipt of orders.

C. Work Related Injury or Disability. If the Chief suffers a work connected injury or disability which is accepted as a covered injury or disability by the Township's workers compensation insurer and prevents the Chief from performing his duties, he shall be entitled to a leave of absence at full pay for the period he is unable to perform his duties to a maximum of twelve (12) months. During this period of time all temporary disability payments received by the Chief under the provisions of the Worker's Compensation Act shall be paid over to the Township.

D. Convalescent Time. Convalescent time will be accorded the Chief as provided in the current Superior Officer's Contract. The Township Administrator will determine, with input from the Chief's treating physician, the extent of the Chief's convalescent duties.

ARTICLE XII VACATIONS

A. Eligibility. The Chief shall be entitled to 240 hours per annum. For the purposes of this Agreement all vacation is granted on January 1st of that particular calendar year in anticipation of continued employment.

B. Choice of vacation time. The Chief shall notify the Township Administrator of all vacation requests in excess of 3 days. Vacations in excess of 3 days require the approval of the Administrator, which shall not be withheld without cause.

C. Should the Chief retire or otherwise separate in good standing from employment with the Township, he shall be compensated for unused earned vacation leave time at his then current rate of pay. Upon the Chief's death, unused earned vacation leave shall be paid to the Chief's estate within thirty days.

F. The chief may accumulate up to 240 hours per annum which can be carried over year to year.

G. Should the Chief be recalled from vacation, or should circumstances require him to recall himself from vacation, he shall be permitted to reschedule the time.

ARTICLE XIII SICK LEAVE

A. 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 to a contagious disease.

B. The Chief shall be entitled to 120 hours per annum, sick leave granted at the commencement of each calendar year in anticipation of continued employment.

C. If the Chief does not utilize his annual sick leave, or any part thereof, he may accumulate such unused sick leave time from year to year in accordance with N.J.A.C. 4A:6-1.3(f).

D. Paid sick leave time shall not accrue during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work except during a furlough extension leave or voluntary furlough.

E. Sick leave credits shall not accrue after the Chief has resigned or retired although his name is being retained on the payroll until exhaustion of vacation leave or other paid leave.

F. Should the Chief be separated for any reason from employment with the Township without having earned any used sick leave, he shall have the unearned portion deducted from his final pay check on a pro-rated monthly basis.

G. The conditions for the use of sick leave will be in accordance with the practices followed in the current Superior Officers Contract.

II. Employee may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned sick leave time. Employee may be reimbursed for not more than six days (6) days annually.

I. Supplemental Compensation on Retirement ("SCOR"):

1. Upon separation from employment, Employer shall compensate the Chief for unused sick time ("SCOR") based on retirement from a pension system administered by the State of New Jersey.

a. Should the Chief be removed for cause after an opportunity for a disciplinary appeal hearing before the Office of Administrative Law he shall not be eligible for SCOR. If the Chief retires in lieu of removal he shall not be eligible for SCOR unless otherwise agreed to by the Chief and Employer in accordance with a duly approved disciplinary settlement agreement.

b. If the Chief retires as the result of accidental or ordinary disability he shall be eligible for SCOR.

c. If the Chief elects deferred retirement, or if his separation from employment is not based on retirement, he shall not be eligible for SCOR.

d. If the Chief dies prior to retirement, the Chief's estate shall be eligible to receive the SCOR payment as if the Chief had retired regularly. Payment in such a case shall be made to the Chief's estate within sixty (60) days from the date Employer receives notice of the Chief's death. In such cases the SCOR payment shall be computed at the rate of 100% the Chief's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of retirement. The daily rate shall be based upon the average annual compensation received during the last full year of active employment prior to the Chief's death.

2. SCOR shall be computed at the rate of one-half (50%) of the Chief's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement. The daily rate shall be based upon the average annual compensation received during his last year of active employment. The maximum amount of SCOR shall be \$18,000.00

a. Overtime pay and other supplemental pay shall be excluded from the computation.

b. Periods of leaves of absence without pay shall be excluded from the computation.

3. In the event of the Chief's death after the effective date of retirement but before payment of SCOR is made, payment shall be made to the Chief's estate within sixty (60) days from the date of retirement. Otherwise, Employer shall make payment of SCOR within a reasonable period of time but not more than sixty (60) days from the date of retirement unless budgetary concerns prevent the Municipal Treasurer/CMFO from executing a certification of available funds in which case the SCOR payment shall be made no later than November 30th.

4. Payment of SCOR shall in no way affect any pension or retirement benefits for which the retired Chief is eligible.

K. Terminal Leave

1. The Chief may choose to exercise terminal leave in accordance with this section.

2. Upon certification by Employer of the number of days of earned and unused accumulated sick leave, the Chief may choose to use not more than sixty (60) days of

earned and unused accumulated sick leave time as terminal leave. Coordination of terminal leave and SCOR shall be processed by Employer in the following manner:

Step 1. Certify number of days of earned, unused accumulated sick leave time.

Step 2. Deduct number of days (not to exceed the maximum) of terminal leave.

Step 3. Calculate SCOR payment based upon balance of sick leave days.

Example:

Step 1: 100 days

Step 2: 60 days terminal leave at full current rate of pay

Step 3: Calculate SCOR payment based on 55 days

**ARTICLE XIV
PROFESSIONAL DEVELOPMENT**

A. The Township shall pay reasonable dues associated with professional associations such as Police Chief Associations of the State and Ocean County.

B. The Chief shall be permitted to attend statewide and national (IACP) law enforcement conferences organized by county, state and, in the case of the IACP, national level Chiefs of Police associations. Travel, lodging and a per diem of \$100.00 per day will be paid to the Chief for his attendance at such conferences.

**ARTICLE XV
VEHICLE**

A. The Township agrees to maintain the Chief's assigned vehicle in a safe condition as to guarantee the safety of the operator. The Township further agrees to maintain all equipment in proper working order and in compliance with Title 39 of the New Jersey Statutes.

B. The Chief shall immediately report all perceptible unsafe conditions and discrepancies related to his assigned vehicle to the Superintendent of Public Works and/or the Township Administrator who shall thereafter arrange for an inspection of the vehicle by the senior municipal mechanic. In the event that the reported unsafe condition or discrepancy cannot be confirmed and corrected by the senior municipal mechanic the vehicle shall be inspected by an ASE certified mechanic upon the request of the Chief.

C. The Chief's vehicle shall be outfitted with snow tires when weather conditions so require. An operating air conditioner shall be provided in the Chief's vehicle as standard equipment.

D. The Chief's vehicle shall be inspected at approximately eighty thousand (80,000) miles and approximately every twenty thousand (20,000) miles thereafter. These inspections shall occur within two (2) weeks of reaching the aforesaid inspection thresholds by an ASE certified mechanic.

E. Employer will provide the Chief an unmarked police vehicle to be used by him within the State of New Jersey at all times. The Chief is required to be attentive to the police radio at all times while occupying the police vehicle and shall take appropriate action when required.

ARTICLE XVI CLOTHING

A. The parties agree that it is in the best interest of the parties that a Chief of Police presents a proper image to the general public.

B. The quality of the uniforms provided by the Township shall be the same or better as described in the bid specifications issued by the Township each year.

C. The Chief shall receive a clothing allowance of \$1,400.00 per year.

D. All other items, not specifically mentioned above, that the Township currently furnishes to police officers will continue to be supplied by the Township to the Chief (e.g., holsters, vests, weapons, badges, etc.), in his discretion. Additionally, upon retirement the Chief shall be entitled to one "Retired Chief of Police" badge and identification.

E. Uniforms and personal effects damaged in the line of duty shall be replaced by the Township after an inspection and certification.

F. A bulletproof vest of recognized quality will be provided to the Chief, in his discretion, and replaced according to the manufacturer warranties and suggestions.

ARTICLE XVII OUTSIDE EMPLOYMENT

Employee may not engage in other employment which conflicts or interferes with the primary duties of the Township without prior approval from the Governing Body. The approval shall not be unnecessarily withheld by the Governing Body.

ARTICLE XVIII GENERAL PROVISIONS

A. School

1. The Chief shall be paid at straight time for attendance at a police related school.

2. The Township shall reimburse the Chief, while attending a police related school or court, for using his/her personal vehicle at a rate of fifty (\$.50) cents per mile plus tolls.

3. The Chief's attendance at these schools and seminars shall be approved by the Township Administrator and would necessarily have to be of benefit to the Department.

B. The Chief shall have access to his personnel file at reasonable times under the supervision of the Township's designated personnel officer or personnel clerk. The Chief shall receive a copy of all evaluations, letters, etc. which are placed in his file. Should the Chief receive a written reprimand he shall have that document removed from his personnel file following a period of eighteen (18) months from the date of the reprimand, provided that no infraction of a similar nature has occurred within the eighteen (18) month period.

C. The Chief shall receive a copy of this Agreement and a copy of the Department rules and regulations.

D. The Chief may attend funerals of police officers who are slain in the performance of their duties within the State of New Jersey or a seventy-five (75) mile radius from any point in New Jersey, but limited to the States of Maryland, Delaware, New York and Pennsylvania.

E. The Chief will be permitted to carry a gun provided he qualifies in the same manner as other members of the Department. Qualification will be made by a certified range instructor at least two (2) times per year.

F. Nothing in this Agreement shall be construed to deny to the Chief any rights which were obtained prior to the date hereof and which may not have been included into the terms thereof.

G. The Chief will be evaluated every six (6) months by the Township Administrator, and his evaluation shall become a part of his permanent personnel file. The Chief shall be provided a copy of any such evaluation.

H. The Employer and the Chief shall be subject to the provisions and guidelines set forth in the "Law Enforcement Officers Protection Act", and amendments related thereto.

I. Except in cases of emergency, the Chief shall notify the Township Administrator in advance of any time off allowable under this Agreement.

J. At the discretion of the Township Administrator, the Chief may be granted time off with pay to attend seminars, conferences, meetings, etc., on matters relating to police work. Such leave must be approved in advance by the Township Administrator.

ARTICLE XIX 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.

**ARTICLE XX
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.

**ARTICLE XXI
ENTIRE AGREEMENT**

The parties acknowledge that the foregoing constitutes their entire agreement regarding the terms and conditions of employment. No terms are implied or imposed except as established in this agreement.

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

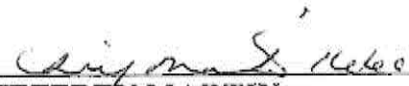


Kelly Lettera, Township Clerk

By 

KENNETH LANEY, JR., Mayor

As to Jeffrey Martin



JEFFREY MARTIN