

RESOLUTION NO. 2023-304

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING
THE EXECUTION OF THE COLLECTIVE BARGAINING
AGREEMENT AND THE RATIFICATION OF A MEMORANDUM
OF AGREEMENT WITH PBA LOCAL 295 (SOA) SUPERIOR
OFFICERS ASSOCIATION**

WHEREAS, the negotiation committees of the Township of Little Harbor and the PBA Local 295 Superior Officers met and negotiated terms and conditions of employment for the various Superior Officers of the 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 Superior Officers.

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 the PBA Local 295 Superior Officers 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 the PBA Local 295 Superior Officers 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 PBA Local 295 Superior Officers 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 14th day of **December, 2023**.



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

Memorandum of Agreement

This Memorandum of Agreement ("Agreement") is made this 12th day of Dec 2023, by and between the PBA Local 295 Superior Officers, (Union) and Township of Little Egg Harbor.

WHEREAS, the Township of Little Egg Harbor and PBA Local 295 Superior Officers are parties to a collective negotiations agreement effective January 1, 2019 through December 31, 2023 concerning the terms and conditions of employment for the various members of the Superior officers of the Little Egg Harbor Police Department; and

WHEREAS, the parties are actively engaged in negotiations 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 terms as full and final settlement of the above matter:

1. All parties acknowledge these terms and conditions are subject to ratification.
2. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.
3. All terms and conditions agreed to herein shall remain settled and incorporated into the new agreement. All other terms and conditions not contained herein shall remain status quo. All other proposals are hereby withdrawn by both parties.
4. Article XIV – Rates of Pay: The parties agree to increase the rates of pay as follows:

2024: 2%, 2025: 2%, 2026: 2%, 2027: 2%, 2028: 1.5%

5. Article V, Holidays Section F shall be amended to include the following:

F. In the event a holiday is added to Paragraph A above pursuant to the Federal or State declaration in paragraph E, one holiday that is not recognized by the State or Federal Government on the list set forth in A will be removed from the list.

6. Article VI, Section A(1) shall be amended to provide 24 hours of Bereavement Leave with the same terms and conditions for the use of bereavement leave as set forth in the parties' 2012 agreement.

7. Article VI, Section B(1) shall be amended to provide a total of 40 hours of Personal leave per annum.
8. Article X, Workweek, Section A shall be amended to replace the last sentence as follows:
With prior approval from the Chief of Police and/or his designee, an employee is not required to use leave time for an approved absence of 3 hours or less in a workday.
9. Article XV Section A(3)(D) shall be amended to add the following:
Retirees are required to contribute to their health insurance in retirement pursuant to Ch. 78 P.L. 2011 reform at 1.5% of their monthly retirement allowance.

The parties agree that previously retired Captain Bezak will be required to contribute 1.5% of his monthly retirement allowance to his medical benefits in retirement to begin on the date of ratification of the contract. The benefit to Captain Bezak shall not be retroactive.
10. Article VIII Sick Leave, Section I shall be amended to include the following:

Employees hired after May 21, 2010 are not entitled to sell back sick hours.
11. Article VIII Sick Leave Section I.(1)(d) shall be amended to provide the following:

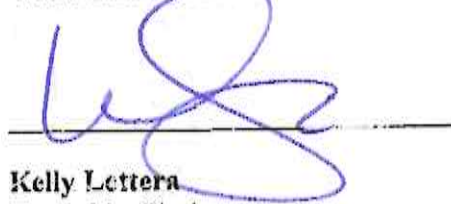
"The benefit in Section L(1)(d) is only applicable to employees hired prior to May 21, 2010."
12. Article VIII Sick Leave Section L(2)(c) shall be amended to include the following sentence:

"The maximum amount of SCOR for any employee hired on or after May 21, 2010 shall be \$15,000."
13. Article VIII Sick Leave Section M shall be amended to include the following provisions:

"An employee hired after May 21, 2010 may either take terminal leave up to the equivalent of \$15,000.00 or 45 days, whichever is less, or be paid SCOR to the maximum amount of \$15,000. In no event can an employee hired after May 21, 2010 utilize terminal leave and receive a SCOR payment. "
14. The Parties acknowledge and agree that the terms of this agreement will be incorporated into the Parties Collective Negotiations Agreement.

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

WITNESS & ATTEST:



Kelly Lettera
Township Clerk
(Seal)

Township of Little Egg Harbor

By 

Honorable Blaise Scibetta, Mayor

For Union:



Witness

By 

President, PBA Local 295 Superior Officers

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWNSHIP OF
LITTLE EGG HARBOR
OCEAN COUNTY, NEW JERSEY

AND

THE NEW JERSEY STATE
POLICE BENEVOLENT ASSOCIATION
(PBA LOCAL 295)
SUPERIOR OFFICERS

JANUARY 1, 2024 THROUGH
DECEMBER 31, 2028

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ARTICLE I
ASSOCIATION RECOGNITION

- A. The Township hereby recognizes PBA Local 295 SOA as the sole and exclusive representative of all sworn officers for the ranks of Lieutenant and Captain for the purpose of bargaining with respect to rates of pay, wages, hours of work, and other working conditions. The collective negotiations unit shall exclude all other employees.
- B. The collective negotiations unit does not include: conditionally appointed employees [N.J.A.C. 4A:4-1.4]; provisionally appointed employees [N.J.A.C. 4A:4-1.5]; interim employees [N.J.A.C. 4A:4-1.6]; temporary employees [N.J.A.C. 4A:4-1.7]; employees appointed on emergency basis [N.J.A.C. 4A:4-1.8]; employees subject to temporary transfers [N.J.A.C. 4A:4-7.1(d)]; or emergency transfers [N.J.A.C. 4A:4-7.1(e)].
- C. The words "**member**" "**officer**," and "**employee**" set forth throughout the remainder of this Agreement shall mean PBA SOA member of the Little Egg Harbor Township Police Department covered by this Agreement.
- D. An employee in the bargaining unit on the effective date of this Agreement who does not join the union within ninety (90) calendar days thereafter, any new employee who does not join within ninety (90) calendar days of the initial employment within the unit, any previously employed person within the unit who does not join within ten (10) calendar days of re-entry into employment within the unit shall as a condition of employment pay a representation fee to the union by automatic payroll deduction. The representation fee shall be an amount up to eighty-five percent (85%) of the regular union membership pursuant to N.J.S.A., 34:13A-5.5, et seq., and such fees may increase at any time to reflect any changes in the regular union representation fees and shall continue beyond the termination date of this Agreement so long as the union remains the majority representative of the employees in the unit.
- E. The PBA SOA acknowledges that the Township is a "merit system jurisdiction" regulated by the State of New Jersey, Department of Personnel (DOP), and consequently, employees will be subject to the rules and regulations of the DOP.

ARTICLE II
LEGAL REFERENCE

If any provision of this Agreement or any application of this Agreement to any member or group of members is held to be contrary to law, then such provisions and applications shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.

ARTICLE III
ASSOCIATION REPRESENTATIVES AND MEMBERS

- A. The Township agrees to grant the necessary time off without discrimination to three (3) members, but no more than three (3) members, to attend the annual State and national conventions provided sixty (60) calendar dates written notice has been given to the Chief of Police by the PBA SOA President or his designee, and no more than two (2) members to serve in any capacity on other official PBA business provided forty-eight (48) hour written notice is given to the Chief of Police by the PBA SOA President or his designee.
- B. During negotiations, the Association representatives so authorized by the Association, which shall not exceed two (2) members of the Police Department, shall be excused from normal duties for such periods of negotiations as are required and necessary except if minimum manning requirements cannot be met or overtime would be incurred.
- C. A bulletin board shall be provided by the Department in an area frequently used by members of the PBA. The bulletin board is for the exclusive use of the PBA for the posting of official notices, which must be signed by an officer of the PBA. The Chief of Police can remove any other materials posted on the bulletin board. The location of the bulletin board is to be mutually agreed upon by the Chief of Police and the PBA President.
- D. Members of the Department when on duty shall be allowed to attend any PBA meeting of the Department within the borders of Tuckerton Borough and Little Egg Harbor Township when such meetings are called by the representative, subject to the approval of the Chief of Police and the Chairman of the Police Committee. Time limits for officers on duty attending PBA meetings are: one (1) hour for regular members and ninety (90) minutes for executive board members, subject to patrol requirements.
- E. An individual designated by the **PBA** as Grievance Chairperson shall be permitted time off with no loss in pay when such time is necessary to process a grievance during his/her tour of duty. Under no circumstance shall such activity result in the earning of compensatory time or overtime. All such time must be approved by the Chief or his/her designee in advance.
- F. PBA Business for purposes of the above Section is defined to include: PBA matters which directly relate to specific matters under discussion, review, or negotiations between PBA and Township for which leave time is not otherwise provided for in this Article and which generally must be attended to by PBA Representatives during business hours. In addition, "PBA Business" also includes the Ocean County Conference and such other PBA matters as approved by the Chief of Police.

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ARTICLE IV
LEAVE OF ABSENCE

- A. Unpaid leaves of absence may be granted upon such terms and conditions and shall be approved by the Township Committee, the Chief of Police, or the Township Administrator where such authority has been designated in this Agreement or by ordinance. During an unpaid leave of absence of more than thirty (30) calendar days, no member shall continue to accrue: (i) seniority; (ii) wage and longevity increments; (iii) sick, vacation, personal or other paid leave time; or (iv) other benefits or allowances provided for in this Agreement, unless otherwise provided herein.
- B. The Township committee shall approve military leave 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 laws.

ARTICLE V
HOLIDAYS

- A. The following holidays constitute paid holidays for the employees:

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

- B. Members of the rank of Lieutenant and Captain shall not be required to work on designated holidays unless demands of the Police Department, as determined by the Chief of Police, require otherwise. Whenever a Lieutenant or Captain does not work on a day designated as a paid holiday, she/he shall receive straight time for the day off.
- C. Should a Captain or Lieutenant be scheduled to work on a holiday or be called in by the Chief of Police to work on a holiday, the unused holiday time shall convert to personal leave time and the Captain or Lieutenant shall be entitled to use the converted leave time in accordance with the personal leave time provisions of this collective bargaining agreement.
- D. Should a holiday fall on a Saturday, members shall take the holiday on the preceding Friday. Should a holiday fall on a Sunday, members shall take the holiday on the immediate next Monday.
- E. Should the Federal Government and State of New Jersey declare a National and/or State holiday observed by the State of New Jersey, it shall be added to the list of approved holidays above.
- F. In the event a holiday is added to Paragraph A above pursuant to the Federal or State declaration in paragraph E, one holiday that is not recognized by the State or Federal Government on the list set forth in A will be removed from the list.

ARTICLE VI
TEMPORARY PAID LEAVE OF ABSENCE

- A. Members shall be granted time off without deduction of pay or time owed for the following request:
1. **Bereavement Leave:** All employees shall receive twenty-four (24) hours of leave with pay up to and including the day of the funeral in the event of the a death in their immediate family. Immediate family shall be defined to be: parent, spouse, child, brother, sister, grandparents, stepparents, grandparents-in-law, mother-in-law, father-in-law, sister-in-law, aunts and uncles or other members of the Employee's immediate household.
 2. **Serious Illness:** In the event an immediate family member of an employee who is residing in the home of the employee, or in whose home the employee is residing, is hospitalized or confined to bed due to an extreme serious illness or injury, all members hired before January 1, 2001, shall be permitted to take a leave of absence for up to three (3) calendar days for the purpose of attending to the family member. These calendar days include any days the employee is not scheduled to work. At the discretion of the Chief of Police, a leave of this nature may be granted for other appropriate serious illness leave which exceeds three (3) calendar days on a case-by-case basis. Members hired on or after January 1, 2001, shall not be entitled to serious illness leave, but may use accumulated sick leave time for such purpose in accordance with the provisions of N.J.A.C. 4A: 6-1.3(g)(3).
 - a. The term "immediate family" for the purpose of this Article shall include father, mother, step-parent, spouse, domestic partner, child, foster child, if any, and relative residing in the Police Officer's household or whose household the employee is residing
 3. **Birth of a Child:** A leave for a period up to five (5) calendar days shall be granted to a member for the purpose of the attendance at the birth or adoption of a member's child. Three (3) calendar days shall be granted without deduction from pay and the two (2) additional calendar days shall be without pay.
 4. A member exercising serious illness leave or leave for birth/adoption of the member's child shall not be employed elsewhere or any reason during such leave.
 5. Nothing contained in this Article VI shall limit any employee's rights under the Federal and State Family Medical Leave Acts.

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B. Personal Leave:

1. In addition to the temporary paid leaves of absence identified above, each member shall be entitled to forty (40) hours of personal leave per annum, non-cumulative. NO reasons need be given other than that said personal leave time is being exercised under this Article. Except in cases of emergency, the employee shall give three (3) calendar days' advance notice of their intent to exercise personal leave time. Personal time for bereavement shall be considered an emergency.
2. A member shall not be entitled to the aforesaid personal leave time during the first year of the member's employment. A new member may, however, request personal leave time in cases of emergency from the Chief of Police and said request may be granted with the approval of the Township Administrator upon a showing of need and just cause.

C. Military Leave: Members of the Department who are in the military service 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 at the discretion of the Township Committee upon such terms and conditions which are not inconsistent with the State and Federal law. All requests for military leave must be made as soon as possible, or within seventy-two (72) hours after such receipts of orders.

D. Work Related Injury or Disability: An employee covered by this agreement who 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 member from performing their duties shall be entitled to a leave of absence at full pay for the period they are unable to perform their duties, to a maximum of twelve (12) months. During this period of time, all temporary disability payments received by the member under the provisions of the Workers' Compensation Act shall be paid over to the Township. Newly hired employees shall not be eligible for leave of absence with pay as specified herein for any injury occurring prior to the employee's one hundred twentieth (120th) calendar day of employment. In such circumstances, the newly hired employee shall be entitled only to the compensation required by the Workers' Compensation Act.

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- E. Convalescent Time: This time is established for officers who have sustained a non-permanent injury, either on or off duty, and have recovered sufficiently to resume some type of light duty activities, but are unable to resume their full police duties.
1. A request for convalescent time may be initiated by either the Township, the injured officer, or the PBA on behalf of the injured officer. Each instance of possible convalescent duty will be evaluated by the Chief of Police after notice to and consultation with the PBA. The PBA shall designate an individual or committee with whom the Chief is to consult for this purpose.
 2. The convalescent duties shall limit the exposure of the effected officer to the general public. Such duties will be restricted to police-related office type duties, follow-up investigations via telephone, and other general duties that do not interfere with the officer's recovery. The length of time during which the officer will perform convalescent duties will be determined by the Chief of Police and the Township Administrator, giving consideration to the opinion of the treating physician, after consultation with the PBA as set forth above, and will be only for such time as is needed for a reasonable recovery.
 3. In cases where the nature of the officer's injury and/or recovery is such that, in the opinion of the Chief of Police and the Township Administrator, giving consideration to the opinion of the treating physician, and, after the said consultation with the PBA, the officer is able to perform convalescent duties, the officer may be granted convalescent duty. If it is determined that the officer is unable to perform convalescent duties, then the convalescent duty shall be denied, and the officer shall return to the appropriate leave consistent with the existing contract, whether the officer's injuries were sustained on or off duty.
 4. All officers injured either on or off duty shall notify their physician of the Department's policy on convalescent duty. In no case will convalescent duty be assigned if it is not deemed appropriate by the officer's treating physician; and the determination of the Chief of Police and the Township Administrator shall be consistent with the opinion of the officer's treating physician as to his/her ability to perform such duties.
- F. The Township may grant a leave of absence to any employee for good reason. This leave of absence, if approved, is not to exceed one (1) year and is to be unpaid without benefits.
- G. Leave for birth/adoption of a child, personal leave, leave for work related injury or disability (except such leave rights as many be provided for in the Worker's Compensation Act), and convalescent time shall not apply to permanent, part-time employees. For purposes of this article, a "full-time" employee is defined to

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mean an employee who regularly works thirty-five (35) or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than thirty-five (35) paid hours per week.

ARTICLE VII
VACATIONS

A. ELIGIBILITY

1. New Employees shall be entitled to the following annual paid vacation leave:

- a. A new employee shall only receive eight (8) hours for the initial month of employment if the employee begins work on the 1st through the 8th day of the calendar month, and four (4) hours if the employee begins work on the 9th through the 23rd day of the calendar month.
- b. After the initial month of employment and up to the end of the first calendar year (December 31st), a new employee shall receive eight (8) hours for each month of service. Thereafter, employees shall receive paid vacation leave per calendar year as follows:

2. All other employees are entitled to the following annual paid vacation leave, and said vacation leave is considered in full January 1st of each year:

From the start of the second calendar year of employment to the end of the second calendar year of employment..... 112 hours

From the start of the third calendar year of employment to the end of the third calendar year of employment..... 144 hours

From the start of the fourth calendar year of employment to the end of the ninth calendar year of employment..... 160 hours

From the start of the tenth calendar year of employment to the end of the fourteenth calendar year of employment 200 hours (each year)

From the start of the fifteenth calendar year of employment and every calendar year of employment thereafter 240 hours (each year)

Anniversary date for purposes of earning vacation leave eligibility shall be January 1st of the year of hire, in accordance with section two above.

B. Choice of Vacation Time:

1. Ten (10) business days' notice shall be given for vacation time request if six (6) calendar days or more are requested. A notice of five (5) business days shall be given for a vacation leave request that is less than six (6) calendar days. Under appropriate circumstances, the required notice periods can be waived by the Chief of Police. However, in all cases, the Chief of Police shall

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answer requests within five (5) business days. If the demands of the Police Department are such that it is necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given their choice of vacation period in the event of any conflict of vacation periods with fellow employees. Vacation times to start January 1 to December 31 of any given year. Employees shall have the right to make adjustments to their vacation period in the event of employer ordered schedule changes. All vacation time is scheduled subject to the needs of the Department.

2. An officer with prior work experience as a permanent employee of Little Egg Harbor Township shall receive credit for such experience in the calculation of vacation leave entitlement in subparagraph A above. Seniority for selection of vacation in subparagraph B shall be calculated from date of appointment to the Police Department, providing there is no self-imposed break in service.
- C. An employee may request to receive his/her paycheck for the dates of their vacation on the pay date which immediately preceded the scheduled vacation.
 - D. In the event of layoff or separation: Should an employee be laid off, retire, or otherwise separate from employment with the Township, she/he shall be compensated for the unused vacation leave time at the employee's then current rate of pay. Upon the death of a covered employee, unused earned vacation leave shall be paid to the estate of the deceased employee. Vacation leave is considered in full at the beginning of the calendar year (January 1st).
 - E. An employee who exhausts all paid vacation leave in any one (1) year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.
 - F. Vacation leave time 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) calendar days or more of absence from work (unless during a military leave, furlong extension leave, or voluntary furlough).
 - G. Vacation leave credits shall not accrue after an employee has resigned or retired although their name is being retained on the payroll until exhaustion of vacation or other paid leave.
 - H. A covered employee may annually request that the Township reimburse the employee at a straight time rate of pay for unused earned vacation leave time. The Township will consider said requests in accordance with an established policy as set forth in the employee guide to policies and procedures. Under said policy, an employee may be reimbursed for not more than one (1) year of unused earned vacation leave time in the discretion of the employer.

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- I. Should a member of this bargaining unit be separated for any reason from employment with the Township, said officer will not be required to reimburse the Township for any used vacation leave. Vacation time is deemed and considered fully earned at the beginning of each calendar year (January 1st).
- J. An accumulation of up to one (1) year unused vacation leave time may be carried from the year earned to the next. Thereafter, prior year's unused vacation leave time is forfeited.
- K. Employees should not be recalled from their vacation except in the case of emergency, as determined by the Chief of Police. Scheduled days off that are connected to any approved vacation leave shall also be considered part of the officer's vacation for the purposed of recall to duty. For the purposes of scheduling days off prior, during, and subsequent to scheduled leave days, members shall not be subject to recall except for emergencies. Captains and Lieutenants recalled from vacation shall be liberally permitted to reschedule the unused portion of their vacation leave time and any other leave time that is used in connection with the approved vacation.

ARTICLE VIII
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. Employees shall be entitled to the following annual paid sick leave benefits:
 - 1. New permanent, full-time employees shall receive eight (8) hours for the initial month of employment if she/he begins work on the 1st through the 8th day of the calendar month, and four (4) hours if she/he commences employment on the 9th through the 23rd day of the month.
 - 2. After the initial month of employment and up to the end of the first calendar year, employees shall receive eight (8) hours after each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall receive one hundred twenty hours of sick leave time.
- C. Permanent, part-time employees shall be entitled to a proportionate amount of annual paid sick leave. For purposes of this article, a "full-time" employee is defined to mean an employee who regularly works thirty-five (35) or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than thirty-five (35) paid hours per week.
- D. A covered employee who does not utilize his or her annual sick leave, or any part thereof, may accumulate such unused sick leave time from year to year in accordance with N.J.A.C. 4A:6-1.3(F).
- E. An employee who exhausts all paid sick leave time in any one year shall not be credited with additional paid sick leave time until the beginning of the next calendar year.
- F. Paid sick leave time shall not accrue during any period of suspension or during any leave of absence from work (except during a furlough extension leave of voluntary furlough).
- G. Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation leave of other paid leave.
- H. Should an employee be separated for any reason from employment with the Township without having earned any used sick leave, she/he shall have the unearned portion deducted from his or her final pay check on a pro-rated monthly basis.

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- I. Permanent, full-time employees who use forty-eight (48) hours of sick time or less in the calendar year shall be eligible to sell back forty-eight (48) hours of sick time, provided that the employee has 360 accumulated hours of sick leave. The conversion of sick leave to vacation leave time in accordance with this article shall not be considered a use of sick leave time for purpose of qualifying for receiving this incentive. Employees hired after May 21, 2010 are not entitled to sell back sick hours.
- J. An employee may convert up to eighty (80) hours of sick leave time annually into not more than eighty (80) hours of vacation leave in accordance with the following conditions:
 1. The request may be reasonably approved or disapproved in the discretion of the Chief of Police.
 2. The employee shall utilize the sick leave hours that have been converted into vacation leave hours and shall not carry the converted vacation leave time into the next calendar year, nor shall the employee be compensated for said unused converted time.
 3. Requests to use approved converted vacation leave time shall be made in the same manner as regular vacation leave time.
 4. Approval for the conversion shall not be granted unless the employee's sick leave bank contains at least two hundred forty (240) hours after deducting the number of days proposed for conversion.
 5. The conversion shall not be granted unless the employee first uses all of his or her regular vacation leave time.
- K. Conditions for use of sick leave time:
 1. A certificate of a reputable physician in attendance may be required as proof of illness of the member or needs of his/her immediate family.
 2. The Chief of Police or the Township Administrator may require the member to be examined by a physician chosen by and paid for by the employer and located in the Little Egg Harbor Township/Tuckerton area. This geographic location shall not apply when the Township is seeking to have the officer examined by a specialist.
 3. Any employee who does not give notice of his/her non-occupational illness or disability one hour before the beginning of his/her shift, except in the case of a bona fide medical emergency, shall not be entitled to these sick leave benefits, and shall be absent without cause. Notice shall be made to the immediate supervisor on duty, if available, or if unavailable, to the dispatcher's desk. Absence without notice and approval for five (5) consecutive days shall constitute a resignation not in good standing in accordance with N.J.A.C. 4A:2-6.2.
 4. Should an employee be absent in an unauthorized manner, employee may be subject to disciplinary action. Examples of "unauthorized absence" include

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feigning illness or injury, deceiving a physician as to medical condition, and violating any provisions concerning the reporting of sickness or illness.

5. Any employee using paid sick leave, except paid sick leave being used for the care of an immediate family member as family leave or serious illness leave, shall be confined to his or her designated domicile during the employee's scheduled shift, except periods of hospitalization and examinations of attendance at a doctor's office, medical facility, or drug store for purposes of obtaining medications.
6. When an employee uses a sick day, it shall be considered work time for the purpose of calculating overtime.

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

1. Upon separation from employment, employer shall compensate an employee for unused sick time ("SCOR") based on retirement from a pension system administered by the State of New Jersey.
 - a. Employees who are removed for cause after an opportunity for a disciplinary appeal hearing before the Office of Administrative Law shall not be eligible for SCOR. An employee who retires in lieu of removal shall not be eligible for SCOR unless otherwise agree to by the employee and the employer in accordance with a duty approved disciplinary settlement agreement.
 - b. Employees who retire as the result of accidental or ordinary disability shall be eligible for SCOR.
 - c. Employees who elect deferred retirement, or whose separation from employment is not based on retirement, shall not be eligible for SCOR.
 - d. In the case of an employee who dies prior to retirement, the estate of the deceased employee shall be eligible to receive the SCOR payment as if the employee had retired regularly. Payment in such a case shall be made to the employee's estate within sixty (60) days from the date the employer receives notice of the employee's death. In such cases, the SCOR payment shall be computed at the rate of 100% the deceased employee'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 employee's death. The benefit in Section L(1)(d) is only applicable to employees hired prior to May 21, 2010.

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2. SCOR shall be computed for all employees hired on or after January 1, 1999, at the rate of one-half the employee'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 effective date of employment.
 - 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.
 - c. The maximum amount of SCOR for any employee hired on or after January 1, 1999 shall be \$18,000. The maximum amount of SCOR for any employee hired on or after May 21, 2010 shall be \$15,000
3. **SCOR** shall be computed for all employees hired prior to January 1, 1999, at the rate of three quarters (75%) of the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement.
 - a. Overtime pay and other supplemental pay shall be excluded from the computation.
 - b. Periods of leaves of absence shall be excluded from the computation.
4. In the event of an employee's death after the effective date of retirement but before payment of SCOR is made, payment shall be made to the employee'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.
5. Payment of SCOR shall in no way affect any pension of retirement benefits for which a retired employee is eligible.

M. Terminal Leave:

1. An employee who has twenty-five (25) years or more of service credit in a state or locally administered retirement system and a minimum period of service of either twenty (20) years or twenty-five (25) years with employer at the time of retirement may choose to exercise terminal leave in accordance with this section.

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2. Upon certification by employer of the number of days earned and unused accumulated sick leave, an employee who is eligible in accordance with the preceding paragraph and has a minimum period of service and twenty (20) years with employer, may choose to use not more than sixty (60) days of earned and unused accumulated sick leave time as terminal leave. An employee who is eligible in accordance with the preceding paragraph and has a minimum period of service of twenty-five (25) years with employer, may choose to use not more than forty-five (45) days of earned and unused accumulated sick leave time as terminal leave. Employer shall process coordination of terminal leave and SCOR in the following manner.

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

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

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

Example: Employee with twenty-five (25) years of service credit in PFRS and twenty-two (22) years of service with Little Egg Harbor Township.

Step 1: 100 days

Step 2: thirty (30) days terminal leave at full current rate of pay

Step 3: Calculate **SCOR** payment based on seventy (70) days (using calculation appropriate to the applicable hire date), i.e., on or after January 1, 1999 or prior to January 1, 1999.

3. An employee hired after May 21, 2010 may either take terminal leave up to the equivalent of \$15,000.00 or 45 days, whichever is less, or be paid SCOR to the maximum amount of \$15,000. In no event can an employee hired after May 21, 2010 utilize terminal leave and receive a SCOR payment

ARTICLE IX

DELETED

ARTICLE X
WORKWEEK

- A. The parties agree and acknowledge that members of the rank of Captain and Lieutenant shall be salaried employees and exempt from overtime (inclusive of compensatory time). Members of the rank of Captain and Lieutenant agree and acknowledge that their job duties may require them to work more than the regular forty (40) hour workweek. In accordance with FLSA, members of the rank of Captain and Lieutenant shall not be required to work a minimum number of hours per week, per month, or per year. However, said employees are required to complete assignments and otherwise fulfill their duties as specified in state statutes, job descriptions, policies and procedures, and directives. This means, and said Employees acknowledge and agree that said Employees may at times be called upon to work more than a 40-hour work week. With prior approval from the Chief of Police and/or his designee, an employee is not required to use leave time for an approved absence of 3 hours or less in a workday.
- B. Members shall be paid five dollars (\$5.00) per day for any on-call type subpoena. In the event the office is working during the on-call period, the officer shall not be entitled to the supplementary pay unless the on-call period commences less than three (3) hours before the end of the officer's shift and ends after the officer's shift.
- C. Meal Allowance:**
1. A fifty dollar (\$50) per day meal allowance shall be paid to all officers who attend training, competitions, or any police related assignment out of the State of New Jersey, or as determined by the Chief of Police to be out of the commuting area.
 1. A twelve dollar (\$12.00) per day meal allowance will be paid for one (1) meal while the officer attends department schedule schools or court out of town, or while the officer is assigned other duties outside of Little Egg Harbor Township (excluding assignments with the Ocean County Narcotics Strike Force in Tuckerton Borough, Little Egg Harbor Township, Bass River Township or Eagleswood Township).
- D. Although it is understood the members of this bargaining unit are exempt from the FLSA's required overtime compensation, should the Township pass an ordinance which would allow for overtime compensation for the Township's exempt employees during a federally declared state of emergency and for which the Township receives reimbursement from the federal government (FEMA), the provisions of said ordinance shall be incorporated into this agreement. Unless the ordinance is passed and the Township receives reimbursement from the Federal government (FEMA), there shall be no providing of paid overtime to members of this bargaining unit and they shall remain exempt from overtime. Regardless of whether any overtime is to be paid pursuant to any Township ordinance, members of this bargaining unit shall

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continue to perform all duties and obligations associated with their position and rank during any emergency situation.

ARTICLE XI
TOURS OF DUTY

- A. Tours of duty of Lieutenants and Captains shall be established by the Chief of Police. Whenever tours of duty are established, changed or modified in any manner, the Chief of Police shall give seniority proper consideration.

ARTICLE XII
PATROL VEHICLES

- A. The Township agrees to maintain all vehicles 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 Township shall have the police vehicles washed and cleaned on a periodic basis so as to have them in good presentable condition .
- C. Any vehicle thought to be unsafe by the police officer is to be inspected and test driven by his/her immediate supervisor and/or the Chief of Police to come to mutual agreement as to the problem(s) with the vehicle.
- D. The Township shall provide an approved glass partition to separate the driver and the rear passengers in all new marked patrol vehicles, which are purchased.
- E. No member will be sent home or have their schedule changed because of a shortage, or lack of, acceptable patrol vehicles.
- F. All vehicles used by employees covered by this Agreement shall be supplied with snow tires, when weather conditions so require. An operating air conditioner shall be provided in all vehicles as standard equipment.
- G. All police vehicles shall be inspected at eighty thousand (80,000) miles, at least, and every twenty thousand (20,000) miles thereafter and said inspection shall occur within two (2) weeks of reaching the aforesaid inspection thresholds by an ASE certified mechanic. The Department shall maintain a written record verifying these inspections and shall provide a copy of said inspection documents to the PBA SOA President upon request.
- H. Employer will provide Lieutenants and Captains a marked or unmarked vehicle to be used by said member within a thirty (30) mile radius of Little Egg Harbor Township at all times. The member is required to be attentive to the police radio at all times while occupying the police vehicle and shall take appropriate action when required. Any member who is assigned such police vehicle shall obtain approval from the Chief of Police in order to carry or transport non-municipal employees/persons.

ARTICLE XIII
CLOTHING AND COMMUNICATIONS ALLOWANCE

- A. The parties agree that it is in the best interest of all parties that each officer presents a proper image to the general public.
1. Payment of this clothing allowance will be made in one payment made on February 15th of each year. An officer must be actively employed on the distribution dates to be eligible for the payment.
 2. Annually, the Chief of Police will ensure a thorough inspection of all uniform items issued by the department. The inspections will be held by the Chief of Police, who will decide if the uniform needs replacing. This shall be done within the first month of the calendar year.
 3. The purpose of these inspections is to ensure that all equipment is accounted for, is in good working order, and is serviceable.
 4. Leather gear and all other gear listed in the initial issue will be replaced as needed by the officer. The shift supervisor or the Quartermaster shall advise the officer of any items which must be replaced. The supervisor in charge of firearms shall also be able to render any equipment pertaining to firearms (i.e. holsters, magazine pouches) unserviceable.
- B. The Township shall provide for the cleaning of the clothing worn in the line of duty. Officers shall not have to transport clothing outside of the Township limits.
- C. All other items, not specifically mentioned above, that the Township currently furnishes to officers will continue to be supplied by the Township (i.e. holsters, bullet proof vests, weapons, etc.) The Department will provide at the Department's own cost and selection, at least one (1) badge and photo identification for each active and retired police officer. The badge selected by the Township for a retired officer shall be the same as worn by the officer just prior to his/her retirement. Badges and photo identification remain the property of the Department at all times and may be taken away from an active, separated, suspended, or retired police officer at any time.
- D. A bulletproof vest of recognized quality will be provided to all members and replaced according to the manufacturers warranties and suggestions, but at a minimum prior to or at the manufacturers expiration date. Members assigned to the detective division will also be provided with a nylon ballistic carrier that their ballistic panels can be placed in.
- E. All Captain and Lieutenants will be given an annual clothing allowance of one-thousand-four-hundred dollars (\$1,150.00) to purchase suitable clothing for work. The clothing will be selected by the individual officer following existing standards.

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All clothing so purchased will remain the property of the Township until such time as it is no longer usable, and equipment damaged in the line of duty shall be replaced by Township at Township's sole costs and expense.

- F. Captains and Lieutenants shall receive an annual reimbursement for cell phones of \$250.00. This reimbursement shall be made on or before May 15th.

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ARTICLE XIV
RATES OF PAY

- A. **SALARY INCREASES**-There shall be an increase in the salaries rates in accordance with the 2021 MOA as follows:

2024	=	A 2.0% across the board increase to the salaries retroactive to January 1, 2024.
2025	=	2.0% across the board increase to the salaries retroactive to effective January 1, 2025
2026	=	2.0% across the board increase to the salaries retroactive to effective January 1, 2026
2027	=	2.0% across the board increase to the salaries effective January 1, 2027.
2028	=	1.5% across the board increase to the salaries effective January 1, 2028.

B. **SALARIES**

1. The following salaries shall be paid to covered employees during the term of this contract and retroactive to January 1, 2019:

Lt. <3yrs

<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
171,938	175,377	178,885	182,463	185,200

Lt. >3yrs

<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
176,617	180,149	183,752	187,427	190,239

Captain

<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
200,019	204,019	208,100	212,262	215,445

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- C. Intentionally omitted pursuant to 2021 MOU.
- D. OEM DUTIES - Members of the bargaining unit shall be required to serve on the Township's OEM committee and/or perform the duties related to same at the discretion of the Chief of Police. Duties associated with OEM (Office of Emergency Management) shall now be considered a part of the job duties of all members of the bargaining unit.

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- E. The parties mutually agree that should negotiations for a successor contract to the 2024-2028 collective bargaining agreement not be completed prior to December 31, 2028, unit members shall not be advanced on the salary guide, and shall receive no increase in compensation until a new agreement is reached. Unit members shall continue to receive the same salary received on December 31, 2023, until negotiations for a new contract are completed, the agreed upon salary increases have been distributed through mutually acceptable guides, and both parties have ratified the agreement.

ARTICLE XV
INSURANCE, HEALTH AND WELFARE

- A. Employer will provide health insurance coverage to full-time covered employees in accordance with Chapter 78 P.L. 2011, in its entirety, as amended, the following provisions:
1. Employer will provide medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as set forth in this article to an employee, employee's spouse and employee's eligible dependents. In the event the employee is suspended without pay for 30 days or more, the employee is responsible for full payment of all premiums for health care coverage for the period of suspension. If the employee fails to pay the full amount of the premium, coverage will be terminated and the employee will be advised of its COBRA entitlement.
 2. Employer reserves the right to change these coverage's, including the right to change health insurance carriers, health care insurance plan 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 affect, or for future renewals of any insurance carriers or health care plans. Should there be any changes, the employer shall provide PBA, Local 295 forty-five (45) days notice in advance of such change(s). At the time of notice, the employer shall provide **PBA**, Local 295 with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the care of any new health care insurance plan, said plan shall provide equivalent or better coverage than the predecessor plan.
 3. Retirement: Employer agrees to pay all of the premiums related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for an employee who has retired after twenty-five (25) years of more of service credit in a state or locally administered retirement system and a minimum period of service of twenty (20) years with employer at the time of retirement in accordance with the provisions set forth below; provided, however, that the minimum service with employer shall be fifteen (15) years for employees with previous service credit in a state or locally administered retirement system who were appointed as Little Egg Harbor Township Police Officers on or before December 31, 1998.
 - A. The benefit shall not apply to former employees who retired on or before January 1, 2001.
 - B. A retired employee may enroll a spouse and or eligible dependents.
 - C. This benefit shall terminate at such time as the retired employee or the spouse, in the case that the spouse is covered, reaches an age, which qualifies the retired employee or spouse for Medicare.

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- D. A retired employee's entitlement to all or any part of the health insurance coverages provided to non-retired employees shall be limited to the coverages, 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, and as contained in Chapter 78 P.L. 2011 reform. Retirees are required to contribute to their health insurance in retirement pursuant to Ch. 78 P.L. 2011 reform at 1.5% of their monthly retirement allowance.

The parties agree that previously retired Captain Bezak will be required to contribute 1.5% of his monthly retirement allowance to his medical benefits in retirement to begin on the date of ratification of the contract. The benefit to Captain Bezak shall not be retroactive.

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4. Cost Containment: Union and employer recognize the rising costs related to health care in general and to health care insurance in particular. In order to help contain these rising costs and ensure the employers ability to continue providing employees and retired employees health insurance, employees agree to the following cost containment measure:

"Any employee who retires after January 1, 2001, shall be ineligible for the health care coverage provided for in this Article, in the event that the retired employee or retired employee's spouse is employed by or retire from the State of New Jersey, Township of Little Egg Harbor (as to retired employee's spouse), Little Egg Harbor Municipal Utilities Authority, Little Egg Harbor School District, or any other employer that is comparable to the health care insurance offered by employer. In any circumstances where the other health care insurance does not include one or more of the types of coverages offered by employer (i.e., medical and hospitalization, prescription drug, dental or vision) the retired employee shall be entitled to enroll in employer's plan for that type of coverage. For example, if a spouse's coverage includes medical and hospitalization and prescription drug coverage, but not dental and vision coverage, the retired employee will be entitled to enroll in employer's dental and vision plans. In the event the employee's spouse becomes ineligible for health care insurance provided by his or her employer or through his or her retirement, employee shall be eligible to re-enroll in employee's plans as provided for in this article in subparagraph 3."

Further, to accomplish and facilitate the goal of containing and reducing health care costs, it is expressly agreed between the parties that should there be an agreement between the Township and all collective bargaining units and all other participants in the plan for establishment and utilization of cost savings plans on the costs of any health care premium, the parties shall agree to reopen the collective bargaining agreement on health insurance without opening any other portion of the collective bargaining agreement.

1. Each member 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.
2. The Township will provide legal advice and counsel to each member pursuant to N.J.S.A. 40a: 14-155.

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3. The Township will provide false arrest insurance for all members; the amount will be unlimited.
4. The Township will provide liability insurance for all members to provide for any lawsuits arising out of incidents while actually performing official duties.
5. The Township will provide each member with an annual physical. The annual physical will be paid for by the Township, if not reimbursed through the health insurance plan.
 - A. All members over forty (40) years of age will receive an EKG.
 - B. Said Physical shall be provided each year.
 - C. Above utilizing the above benefits, the member shall provide his/her immediate supervisor with a doctor's statement of fitness.
 - D. The Township shall provide and may require each member to take an annual physical exam. Each member shall be provided with or may be required to take such annual physical exam and shall have the opportunity to select one (1) of three (3) physicians of independent medical practices and offices, to be designated by the Township.
6. If an officer should die in the line of duty, off-duty, or when retired, employer shall continue to pay and provide to the officer's family the health insurance benefits provided for in paragraph one of this article until such time as the deceased officer's spouse remarries or reaches such an age as to qualify to receive Medicare; and with regard to the deceased officer's dependents, until such time as each of the dependents reaches the maximum age for eligibility as set forth in the plan documents.

ARTICLE XVI
GRIEVANCE PROCEDURE

- A. A grievance shall be a complaint arising out of interpretation, application, or violation of policies, agreements and administration of this Agreement.
- B. No grievance can be instituted by any officer or the Association after thirty (30) calendar days beyond the occurrence of the issue being grieved.
- C. If at any Step within the grievance procedure hereinafter outlined, Management's decision is not appealed within the appropriate time, such grievance shall be considered closed, and there shall be no further appeal or review.
- D. Grievance Steps:
 - 1. **STEP ONE (Informal Step):** An employee with a grievance may elect to first discuss it with his/her immediate supervisor with the objective of resolving the matter informally or may elect to have the President of the Association or his/her designated representative discuss it with the Chief of Police and/or the Township Administrator. If the grievance is not resolved to the satisfaction of the employee and the Association, the Association may proceed to Step Two of the grievance procedure. Utilization of the informal process of Step One shall toll the thirty (30) calendar day limit for the filing of a formal grievance pursuant to Step Two below for a period of fourteen (14) days.
 - 2. **STEP TWO:** The President of the Association or his/her designated representative shall present, in writing, the grievance to the Chief of Police or his/her designee. With the mutual consent of both parties, discussion may ensue. The Chief of Police shall answer the grievance in writing within seven (7) calendar days, the Association shall present in writing the grievance to the Township Administrator within three (3) calendar days of Step one answer. With mutual consent, discussion may ensue. The Township Administrator shall answer the grievance in writing within seven (7) calendar days after receipt of the grievance.
 - 3. **STEP THREE:** If the grievance is not resolved at Step one, or if no answer has been received by the Association within seven (7) calendar days, the Association shall present in writing the grievance to the Township Administrator within three (3) calendar days of Step one answer. With the mutual consent of both parties, discussion may ensue. The Township Administrator shall answer the grievance in writing within seven (7) calendar days after receipt of the grievance.
 - 4. **STEP FOUR:** If the grievance has not been resolved at Step two or no answer has been received by the Association within the time set forth in

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Step two, the Association shall present, in writing, the grievance to the Mayor and Council within three (3) calendar days of the Step two answer. With the mutual consent of both parties, discussion may ensue. The duly designated representative of the Mayor and Council shall answer the grievance in writing within twenty-one (21) calendar days after the receipt of the grievance.

5. **STEP FIVE:** If the grievance has not been resolved at Step three or if no answer has been received by the Association within the time set forth in Step three, the Association may present the grievance to binding arbitration within thirty (30) calendar days.

a. Binding arbitration shall be invoked by filing a request for a panel of arbitrators with the Public Employee Relations Commission (**PERC**).

b. The cost of the services of the arbitrator shall be borne equally by the Township and the Association. All other costs are to be borne by the party incurring same.

c. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

d. The arbitrator shall not be permitted to hear or decide more than one (1) grievance at a time.

e. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter, in any way, the provisions of the agreement or any amendment or supplement thereto.

f. The decision of the arbitrator shall be in writing and shall include the reasons for such decisions.

g. The decision of the arbitrator shall be final and binding upon the parties.

- E. In the event the grievant or the Association elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from arbitration. The Township shall not be responsible for any fees or expenses connected with the cancelled arbitration. No arbitration proceeding may take place sooner than ninety (90) calendar days from the final decision of the Township.

ARTICLE XVII
MANAGEMENT RIGHTS

- A. The Township of Little Egg Harbor hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the following rights:
1. The executive management and administrative control of the Township Government and its properties, facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township.
 2. To make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.
 4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.
 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for the good and just cause, according to law.
 6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
- B. In the exercise of the forgoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable laws, and then only to extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under NJSA 40A:1-1 et seq. or any other national, state, county or local laws or regulations, or the Association or any rights under existing laws.

ARTICLE XVIII
GENERAL PROVISIONS

- A. Each member shall have access to his/her personnel file at reasonable times under the supervision of the Township's designated personnel officer or personnel clerk. Employees shall receive a copy of all evaluations, letters, etc., which are to be placed in their file. An employee who receives a written reprimand shall have that document removed from his/her personnel file following a period of eighteen (18) months from the date of reprimand, provided that no infraction of a similar nature has occurred within the eighteen (18) month period.
- B. Each member shall receive a copy of this Agreement and a copy of the Department rules and regulations.
- C. A delegation from the Department consisting of two (2) officers 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. A third officer may attend with the approval of the Chief of Police provided that no overtime will be incurred by including said third officer in the delegation. All expenses of the vehicle will be paid for by the Township and, when possible, the vehicle will be a marked one.
- D. Only qualified members of the Police Department will be permitted to carry a gun. Qualification will be made by a certified range instructor at least two (2) times per year.
- E. Nothing in this Agreement shall be construed to deny to the members any rights which were obtained prior to the date hereof and which may not have been included into the terms thereof.
- F. All members will be evaluated every six (6) months by their superior, and this report shall become a part of their permanent file. Each officer shall be provided a copy of any such evaluation.
- G. The Employer and Employee shall be subject to the provisions and guidelines set forth by the "Law Enforcement Officers' Protection Act," and amendments related thereto.
- H. All requests by members for time off shall be returned promptly after the receipt of such request by the Chief of Police.
- I. At the discretion of the Chief of Police, each member may be granted up to two (2) calendar days with pay per year to attend seminars, conferences, meetings, etc., on matters relating to police work. Such leave must be approved in advance by the Chief.

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- J. In circumstances where a member resigns, retires, or otherwise separates in good standing from employer and thereafter is duly re-employed as a police officer in accordance with the re-employment procedures provided for in the rules and regulations of the New Jersey Department of Personnel, the "hire date" or "anniversary date of hire" for purposes of eligibility for the benefits contained in this agreement shall be the member's original hire date previous to re-employment. If the separation exceeds 365 days, the officer's salary shall be adjusted to the next step upon return. If the officer has achieved full pay at the time of separation, the officer shall return to the salary at the time of separation. For the re-hire of officers appointed before December 31, 2008, their salary shall be at the step of the new salary guide, as set forth herein, as if their employment had not been interrupted.

ARTICLE XIX
COLLEGE INCENTIVE

- A. COLLEGE INCENTIVE: The Township and the Association agree that the amount and quality of an employee's education often determines the value of his/her contribution to the community and the degree of proficiency with which he/she performs his/her duties. In order to provide an incentive to encourage employees to achieve the advantages of higher education, the Township agrees to reimburse all members eligible for education incentives for courses in an approved program leading to a degree in law enforcement and related fields.
- B. All courses must have prior written approval from the Chief of Police. A maximum of four (4) courses per year may be taken.
- C. One hundred percent (100%) of the tuition and books will be reimbursed.
- D. The member must pass the course with a grade of at least a "C" in order to receive reimbursement.
- E. Upon completion of the course, the information shall be provided to the Chief of Police and forwarded to the Treasurer for payment in the next pay period.
- F. The employee agrees that all courses shall be scheduled during the employee's personal time and shall not conflict with the employee's work schedule.
- G. This Article shall operate prospectively only.
- H. If the employee shall leave his/her position with the Little Egg Harbor Township Police Department within two (2) years of receipt of payment of said tuition monies and book reimbursement from the Township, said employees shall be obligated to repay said tuition payments and book monies to the Township in full within thirty (30) days of his/her departure.

ARTICLE XX
OFFICER BILL OF RIGHTS

- A. There shall be no discrimination, interference or coercion by the Employer or any of its agents, against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, color, creed, national origin, religious beliefs, age, marital status, civil union status, sexual orientation, or political affiliation.
- B. Nothing contained herein shall be construed to deny or restrict to any police officer such rights as he or she may have under New Jersey Laws or any other applicable Laws and Regulations. The rights granted to patrolmen hereunder shall be deemed to be in addition to those provided by statute and/or regulation or regulations promulgated by the State.
- C. No officers (including patrolmen and sergeants) shall be removed, suspended or reduced in rank from or in office of employment herein, except in accordance with the New Jersey Civil Service Act and N.J.S.A. 40A:14-147. Any and all disciplinary actions taken and/or charges filed by the Employer shall be filed no later than the forty-fifth (45th) day after the date on which the person taking such action and/or filing the complaint obtained sufficient information to do so.

ARTICLE XXI
COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all the benefits the employees are entitled to receive notwithstanding the established past practices in existence prior to this contract, and includes and settles for the term of the Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of this Agreement.

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ARTICLE XXII
DURATION

This Agreement shall be effective and remain in full force and effect from January 1, 2024 through December 31, 2028.

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

WITNESS & ATTEST:



Kelly Lettera
Township Clerk
(Seal)

Township of Little Egg Harbor

By 

Honorable Blaise Scibetta, Mayor



Witness

For Union:

By 

President, PBA Local 295 Superior Officers