

RESOLUTION NO. 2024-108

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING
THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH
THOMAS MAINO AND THE PBA LOCAL NO. 295 UNION**

WHEREAS, the Township of Little Harbor and the PBA Local 295 were parties to a collective bargaining agreement that expired on December 31, 2023; and

WHEREAS, the negotiation committees of the Township and the PBA Local 295 are actively negotiating the terms and conditions of employment for the police officers of the Little Egg Harbor Township; and

WHEREAS, the parties negotiated, executed and implemented an interim agreement resolving some open issues; and

WHEREAS, as part of the executed Memorandum of Agreement, the parties settled previous litigation captioned I/M/O Thomas Maino, et als. v. Little Egg Harbor Township, Docket No. A-001239-22; and

WHEREAS, in order to implement the provisions of the Memorandum of Agreement pertaining to that settlement, the Township has agreed to a Memorandum of Agreement with retiree, Thomas Maino; and

WHEREAS, the governing body wishes to authorize the execution of the Memorandum of Agreement attached hereto as Exhibit A with Mr. Thomas Maino and the PBA Local 295.

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 a memorandum of agreement with Mr. Thomas Maino and the PBA Local 295 attached hereto as Exhibit A.
2. That this resolution shall take effect immediately.

3. That a certified copy of this resolution shall be forwarded to the PBA Local 295, the attorney for Mr. Thomas Maino 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 11th day of **April, 2024**.



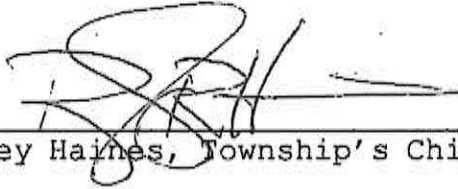
KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

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

1. The Township of Little Egg Harbor (the "Township") and Policemen's Benevolent Association Local No.: 295 (the "PBA") (collectively the "parties") agree that the parties are currently in negotiations regarding a successor Collective Bargaining Agreement with an effective date of January 1, 2024.
2. The parties agree that Thomas Maino ("Maino") was one of the Plaintiffs in the I/M/O Thomas Maino, et als. v. Little Egg Harbor Township, Docket No. A-001239-22.
3. The parties agree that effective on January 1, 2024, Maino will be required to only contribute 1.5% of his monthly retirement toward his retirement healthcare contributions.
4. The parties agree that from 2022-2023, Maino is \$14,212.08 in arrears for his contributions toward his retirement healthcare benefits.
5. The parties agree that Maino will reimburse the Township no less than \$250.00 a month for the 2022-2023 arrears.
6. The \$250.00 payment will be in addition to Maino's contribution of 1.5% of his monthly retirement.
7. The parties agree that if Maino misses two consecutive months of arrear payments and does not cure this default in full by the first day of the succeeding month, the Township may cancel his Township provided retiree health benefits.
8. In the event the Township cancels Maino's retiree healthcare benefits due to Maino's failure to make the required payments, the Township and Maino agree that Maino's retiree healthcare payments will only be reinstated when Maino pays off the full balance of arrears owed.
9. The parties agree that Maino is required to pay off the entire balance of \$14,212.08 no later than January 31, 2026.
9. If the balance is not paid off by January 31, 2026, the Township reserves the right to cancel Maino's retiree healthcare benefits.

10. The parties agree that Maino must pay his current contribution of 1.5% of his monthly retirement payment by the 15th day of every month.
11. In the event that Maino fails to pay the Township as provided in paragraph 9 and does not cure such default by the first day of the succeeding month, the Township reserves the right to cancel his Township provided retiree health benefits.
12. The parties agree that this agreement may not be modified, altered, or changed, except upon express written consent of the Parties.
13. The Parties agree that if any portion of this Agreement is deemed unenforceable, the remainder of the Agreement shall be fully enforceable.
14. The Parties acknowledge that they have entered into this Agreement voluntarily and hereby sign it without duress or coercion.
15. This Agreement shall be governed by the laws of the State of New Jersey.

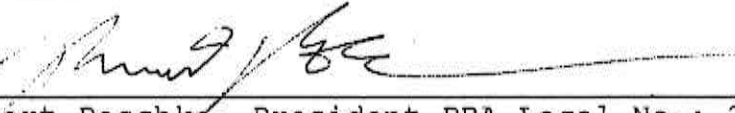
For the Township: _____


Rodney Haines, Township's Chief Financial Officer

Date: _____

4/8/2024

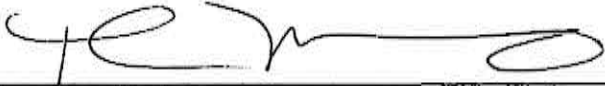
For PBA 295: _____


Robert Peschke, President PBA Local No.: 295

Date: _____

4/8/2024

For Thomas Maino: _____


Thomas Maino

Date: _____

04/02/24