RESOLUTION 76-19

RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT
BETWEEN THE BOROUGH OF CLAYTON AND
AFSCME COUNCIL 63, LOCAL 3118

WHEREAS, the Mayor and Council of the Borough of Clayton have negotiated a Memorandum of Agreement (i.e., Contract) with AFSCME Council 63, Local 3118; and

WHEREAS, the governing body does hereby agree to approve and ratify said memorandum of agreement, which is incorporated in and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Clayton, County of Gloucester and State of New Jersey that:

1. The Memorandum of Agreement between the Borough of Clayton and AFSCME Council 63, Local 3118 is hereby approved.

2. The Mayor, Borough Administrator or Borough Clerk are hereby authorized to execute the Memorandum of Agreement on behalf of the Borough of Clayton.

ADOPTED at a regular meeting of the Mayor and Council of the Borough of Clayton held on February 28, 2019.

BOROUGH OF CLAYTON

_____
THOMAS BIANCO, Mayor

ATTEST:

_____
CHRISTINE NEWCOMB, Municipal Clerk

CERTIFICATION

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, February 28, 2019.

_____
CHRISTINE NEWCOMB, Municipal Clerk

Memorandum of Agreement

The parties in the Borough of Clayton and AFSCME Council 63, Local 3118, agree as follows:

1. Duration: This contract shall commence on January 1, 2017, and shall expire on December 31, 2019.

2. Salary:
   a.) Effective January 1, 2017, the base salaries of the Union shall be increased by **2.0%**.
   b.) Effective January 1, 2018, the base salaries of the Union shall be increased by **2.0%**.
   c.) Effective January 1, 2019, the base salaries of the Union shall be increased by **2.0%**.
   c.) The above increases are retroactive to the date(s) referenced above, when applicable.

3. Recognition Clause and Union name:
In the recognition clause, title page, and anywhere else it appears, the Union shall be referred to, as: AFSCME NJ Council 63, Local 3118. In the body paragraphs of the contract after the title page, and recognition clause, the union may be referred to as AFSCME Local 3118.

4. Starting Salary and base salary:
Effective and retroactive to January 1, 2017, the base salaries of the Union and new starting salary for any Union employee shall be raised to $12.00 per hour.

5. Call-In for Special Events:
There shall be a minimum Call-In Time, amount of hours paid of either 4hours, or 6hours paid time, based upon the current practice for Call-In Time, when called to work for Special Events. The length of the event shall dictate, either 4 or 6 hours paid, regardless of if the time actually worked is less than either category. 4 or 6 hours shall be paid to the employees, based upon event.

6. Bereavement Leave:
There shall be bereavement leave days granted to the employees based upon type of family relationship in the following manner:
   3 days for immediate family members
   2 days for sister-in-law, brother-in-law, grandparent-in-law
   1 day for Aunt, Uncle, Cousins, Niece, or Nephew

7. Sick Leave:
Sick Leave time shall be earned and accrued in accordance with the 2018 New Jersey Sick Leave Law. 1 hour of Sick Leave time earned, for every 30 hours worked, up to 40 hours per work year.

8. <u>Union Business and Bulletin Board:</u>
The Borough agrees to provide a wall space and/or bulletin board space in accordance with the amount it provides to other municipal unions, so that AFSCME may post union business meeting notifications, other labor relations matters relating to the Union, etc., in accordance with what is allowable to other municipal unions currently working for this employer.

9. <u>Unscheduled Closing Paid Days:</u>
The Borough agrees to provide NO MORE THAN 3 Paid Days off, in the event that there is an Unscheduled Work Closing due to Snow or Ice. If there is a Unscheduled work closure 3 times due to Snow or Ice, the Guards will still be paid for up to 3 occurrences. If ever a work year where there are more than 3 occurrences, then any days above the first 3 unscheduled closing days, shall be unpaid days off.
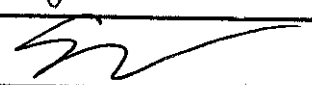
10. <u>Lead Guard:</u>
The Borough agrees that the Lead Guard shall receive 5 hours of additional pay per week for duties performed in his/her role as Lead Guard. There must be a submission of documentation to the Chief of Police to justify the work done above and beyond the standard crossing Guard duties. (ie-Making the schedule, helping new guards, handling phone calls when other Guards are sick or out, reworking whom may cover for a sick employee, etc.). These additional hours shall only apply during weeks where the Lead Guard is on duty and working. The additional 5 hours shall NOT be added into the Lead Guards paycheck during extended school breaks, and/or during any time period where unemployment is ever applied for, granted, and utilized.

11. All parties acknowledge these terms and conditions are subject to ratification by both parties and the mediator retains jurisdiction.
12. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.
13. All terms and conditions previously agreed to shall remain settled and incorporated into the new agreement.
14. All other terms and conditions not contained herein shall remain status quo.
15. All other proposals are hereby withdrawn by both parties.
16. <u>New Paragraph – Management Rights – parties agree that management reserves all management rights, including but not limited to all rights under New Jersey statutory provisions governing appointment and terms of individual crossing guards. Nothing in agreement shall constitute waiver of management rights to appoint or not appoint pursuant to those provisions.</u>

Date: February 28, 2019

Clayton Borough   **AFSCME NJ Council 63 – Local 3118**

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Tom Bianco, Mayor

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Audrey Denham

Angelika Helmes

Lauren Krieger

Theresa Fine

Bonnie Chandler

Wendy Ziegler

Mary Chambers

Karen MacNeill

Renée Weir

Diane Chambers

April Durham