

RESOLUTION 103-22

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

WHEREAS, the Mayor and Council of the Borough of Clayton have negotiated a Memorandum of Agreement with the Clayton Crossing Guards; and

WHEREAS, the terms of the Memorandum of Agreement have been reviewed and recommended for adoption by the members of Borough Council's negotiating committee, Borough management and the Borough's labor counsel; 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 the Clayton Crossing Guards be and hereby is ratified and approved.
2. The Mayor, Borough Administrator or Borough Clerk are hereby authorized to execute the Contract on behalf of the Borough of Clayton.

ADOPTED at a regular meeting of the Mayor and Council of the Borough of Clayton held on April 28, 2022.

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, April 28, 2022.


CHRISTINE NEWCOMB, Municipal Clerk

Memorandum of Agreement

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

1. ARTICLE 4 – CHECKOFF

a) Delete the current CBA language for this Article - 5 Paragraphs

The Employer agrees to deduct from the salaries of its employees, subject to this agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15, 9e, as amended, and members shall be eligible to withdraw such authority during July of each year.

Checkoff shall commence for each employee who signs a properly dated authorization card supplied by the Union.

The aggregate deductions from all employees shall be remitted to the District Council together with a list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.

If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish the Employer written notice prior to the effective date of such change.

The Union will provide the necessary checkoff authorization cards and the Union will secure the signatures of its members on the cards and deliver the signed forms to the Employer.

b) Insert the following language for this Article, including the title:

ARTICLE 4 – UNION DUES AND WDEA

Dues deducted by the Borough of Clayton shall be transmitted to the designated Union official of the American Federation of State, County, and Municipal Employees, New Jersey Council 63, AFL-CIO monthly.

The Union will provide the necessary check off authorization card and secure the signature of its members and deliver the signed forms to the Employer.

If during the life of this agreement there shall be any change in the rate of membership dues, the Union, shall furnish the employer written notice prior to the effective date of such change.

The Borough of Clayton agrees to provide to the Union, on a quarterly basis, a complete up-to-date electronic listing of all employees covered by this contract. Such listing shall be in the Excel format and include the employee's department, job classification, work location, home address, phone number, email address, employment status, membership status and the amount of the dues deducted as it appears on the records of The Borough of Clayton.

For the purpose of the deduction of dues for titles covered by this agreement; Any member working more than 25 hours is considered a full-time member and any member working 25 hours or less is considered a part time member.

The Union shall provide a secure e-mail address for the receipt of the electronic listing and disclose such information only to its officials and representatives whose duties require access. It is expressly understood between the parties that these delineations regarding full-time, and part-time members, are strictly and only for the purpose of calculating dues deductions. Nothing herein shall be applied for any purpose other than the calculation of dues deductions.

Any member is eligible to opt out of the Union on the anniversary date of their hire.

2. ARTICLE 11 – WAGES

The salaries for Crossing Guards for the term of this contract are as follows:

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Group #1: Crossing Guards Hired before 12/31/2008	17.65/hr	18.51/hr	18.88/hr	19.26/hr
Group #2: Crossing Guards Hired after 01/01/2009	14.28/hr	15.59/hr	15.90/hr	16.22/hr

3. ARTICLE 16 – LEAD GUARD

The Lead Guard shall receive 5 hours of additional pay per week at the rate of \$35 per hour 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 (i.e. making schedule, helping new guards, handling phone calls when other guards are sick or out, reworking who 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 Guard's paycheck, during extended school breaks, and/or during any time period where unemployment is applied for, granted, and utilized.

4. ARTICLE 20 – TERM OF AGREEMENT

This agreement shall be in full force and effect as of January 1, 2022, and shall remain in effect to and including December 31, 2025.

5. All parties acknowledge these terms and conditions are subject to ratification by both parties.
6. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.
7. All terms and conditions previously agreed to shall remain settled and incorporated into the new agreement.
8. All other terms and conditions not contained herein shall remain status quo.
9. All other proposals are hereby withdrawn by both parties.

Date: April 25, 2022

Clayton Borough

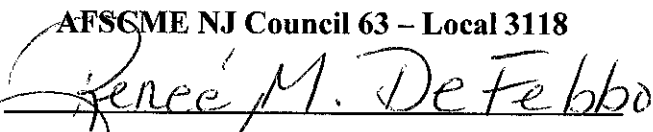


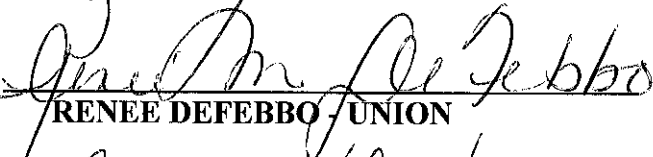
TOM BIANCO – MAYOR

Attest:

Christine Devomb, Clerk

AFSCME NJ Council 63 – Local 3118




RENEE DEFEBBO – UNION

Audrey Blumhorn
Theresa Frie