

RESOLUTION 39-22

RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND THE CLAYTON POLICE OFFICERS' ASSOCIATION("POA") AN AFFILIATE OF FOP LODGE No. 130 (FOP) AND THE CLAYTON SUPERIOR OFFICERS' ASSOCIATION ("SOA"), AN FOP AFFILIATE

WHEREAS, the Mayor and Council of the Borough of Clayton have negotiated a Memorandum of Agreement with the Clayton Police Officers and the Clayton Superior Officers to cover the years 2020, 2021, 2022 and 2023; 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 Police Officers and the Clayton Superior Officers to cover the years 2020, 2021, 2022 and 2023 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 January 13, 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, January 13, 2022.

CHRISTINE NEWCOMB, Municipal Clerk

Memorandum of Agreement

This Memorandum of Agreement ("MOU") is entered into by and between the Borough of Clayton ("Borough") and the Clayton Police Officers' Association ("POA"), an affiliate of FOP Lodge No. 130 ("FOP"), and by and between the Borough and the Clayton Superior Officers' Association ("SOA"), also an FOP affiliate. The POA and SOA shall collectively be referred to as the Union. The Borough, POA, and SOA shall be collectively referred to as "the Parties".

WHEREAS, the FOP is the exclusive representative for officers in the POA and SOA for the purpose of collective negotiations with the Borough; and

WHEREAS, the Borough and the POA were parties to a Collective Negotiations Agreement effective January 1, 2017 to December 31, 2018, after which the parties executed an Extension Agreement effective January 1, 2019 through December 31, 2019; and

WHEREAS, the Borough and the SOA were parties to a Collective Negotiations Agreement effective January 1, 2017 to December 31, 2018, after which the parties executed an Extension Agreement effective January 1, 2019 through December 31, 2019; and

WHEREAS, upon expiration of the above Extension Agreements, the Borough and the FOP entered into negotiations for successor POA and SOA negotiations agreements; and

WHEREAS, as a result of those negotiations, the Borough and the FOP have agreed upon the terms and conditions of successor negotiations agreements for the POA and SOA, and desire to memorialize those terms and conditions in this Memorandum of Agreement, subject to later completion of formal Collective Negotiations Agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Borough and the FOP agree to the following modifications to the 2017-2018 Collective Negotiations Agreements, as modified by the 2019 Extension Agreements;

1. **Duration**: This contract shall commence on January 1, 2020, and shall expire on December 31, 2023.
2. **Salary**:
 - a.) Effective January 1, 2020, the base salaries of the Union shall be increased by **3.0%**.
 - b.) Effective January 1, 2021, the base salaries of the Union shall be increased by **3.0%**.
 - c.) Effective January 1, 2022, the base salaries of the Union shall be increased by **2.0%**.
 - d.) Effective January 1, 2023, the base salaries of the Union shall be increased by **2.0%**.

3. On Call – Detective:

The Detective stipend set forth in POA Article V is amended such that employees assigned to the position of “Detective” will receive the annual sum of Two Thousand Dollars (\$2,000) for being “On Call” (for up to 2 employees). If there is only one employee assigned to the position of “Detective”, that employee will receive Four Thousand Dollars (\$4,000) for being “On Call”. The provisions of this section will be effective 01/01/2022.

4. Clothing Allowance:

All Union employees will receive up to Seven-Hundred-Fifty Dollars (\$750) per year for Uniform Replacement on a voucher system beginning on 01/01/2022.

5. Shift Differential:

The Six Hundred Dollar (\$600) annual payment for shift differential will be eliminated effective 01/01/2022 and rolled into the base salaries of existing Union employees as of 01/01/2022.

6. Education Incentive:

Incentives for Associates, Bachelor’s, Master’s Degrees, EMT Certification and/or Paramedic Certificates will be eliminated effective 01/01/2022.

7. New Sick Leave Provision

See attached proposed revision.

For hires after 12/31/19:

- a. For the first year of hire – 1 working day for each complete month employed
- b. For each year after – 12 working days per year (made available Jan 1st each year)
- c. All unused sick days may accumulate into a sick bank at the end of each year. Days from this bank may only be used for extended illnesses over 3 days in length.
- d. May opt to carry up to 5 working days of sick time into the next year as additional vacation by submitting a written request to do so on or before November 1st of the current year. This additional vacation time will follow the provisions for vacation in the contract.
- e. Accumulated sick leave will have no cash value and may not be used as terminal leave prior to retirement.
- f. Employees on extended sick leave must exhaust all sick and banked sick time accumulated prior to applying for NJ State Temporary Disability Benefits (this is required by the State).

The following employees were hired after 12/31/2019:

Austin Meyers
Alexander Ruiz
William Perretti

For these individuals, any sick time used from date of hire through 12/31/2021 will not be charged against accumulated sick time earned.

No Time used by William Perretti between 12/31/21 and 01/06/22 will be subtracted from his Sick Time bank

(TW)

[Signature]

8. Sick Leave Amendment – All Personnel

- a. Section 2A – definition of sick leave to be broadened to include all categories set forth in New Jersey Paid Sick Leave Law.

9. All appropriate date changes shall be made where necessary.

10. All portions of the present Collective Negotiations Agreements not specifically modified herein shall remain unchanged.

11. All other proposals made by either party that are not expressly contained within this Memorandum of Agreement are hereby withdrawn.

12. The foregoing terms are subject to ratification by the membership of the FOP and by the Borough's governing body; however, the undersigned representatives executing this Memorandum of Agreement and all members of the Parties' respective negotiating teams represent and warrant that they have negotiated the foregoing terms in good faith, that they will urge their respective constituencies to ratify this Agreement, and that they themselves will vote to ratify this Agreement when call upon to do so.

Date: December 29, 2021

Borough of Clayton

By: 

Date: 1/13/22

F.O.P. Patrolmen

By: 

Date: 01/07/22

F.O.P Superior Officers

By: Sgt. Laine 

Date: 1-7-22