

RESOLUTION 73-24

RESOLUTION AMENDING RESOLUTION NO. 62-24 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 2024, 2025, 2026 and 2027; 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 2024, 2025, 2026 and 2027 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 March 14, 2024.

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, March 14, 2024.


CHRISTINE NEWCOMB, Municipal Clerk

Memorandum of Agreement
Amended 3-14-2024

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 Bargaining Agreement effective January 1, 2020 to December 31, 2023; and

WHEREAS, the Borough and the SOA were parties to a Collective Bargaining Agreement effective January 1, 2020 to December 31, 2023; and

WHEREAS, upon expiration of the above Collective Bargaining Agreements, the Borough and the FOP entered into negotiations for successor POA and SOA negotiation 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 Bargaining Agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Borough and the FOP agree to the following modifications to the 2020-2023 Collective Bargaining Agreements;

1. Duration: This contract shall commence on January 1, 2024, and shall expire on December 31, 2027.
2. Salary:
 - a.) Effective January 1, 2024, the base salaries of the Union shall be increased by 3.0%.
 - b.) Effective January 1, 2025, the base salaries of the Union shall be increased by 3.0%.
 - c.) Effective January 1, 2026, the base salaries of the Union shall be increased by 2.5%.
 - d.) Effective January 1, 2027, the base salaries of the Union shall be increased by 2.5%.

Add the following language into 'Article V Salaries' number 1: Officers, when hired, shall be compensated at the salary level reflecting "Recruit (8th Class)", except with the Chief of Police's recommendation and the Governing Body's approval, an officer may be hired at a higher pay class.

3. Schedule:

Article X shall remain in effect until June 1, 2024. Beginning June 1, 2024, the schedule for those officers working a twelve (12) consecutive hour rotating shift switch to the rotating Pitman schedule which has officers working twelve (12) consecutive hour shifts on a rotating basis consisting of a two-week cycle where each squad works two days on, two days off, three days on, two days off, two days on and three days off. The schedule then repeats but as nights.

4. Kelly Time:

Beginning June 1, 2024, the Borough will adopt a Pitman Schedule for officers working twelve (12) hour shifts. For 2024 those officers will receive 60 compensatory hours made available June 1, 2024. Starting January 1, 2025, those officers will receive 104 compensatory hours made available on January 1st of each subsequent year. These compensatory hours will be non-cashable time and be tracked in a separate bank from our 'normal' comp time. These hours must be used annually by November 15th. Hours may not carry over into the next year except for special circumstances, at the discretion of the Chief of Police.

5. Juneteenth as additional holiday:

Any employee who works Juneteenth shall receive eighteen (18) hours pay for a twelve (12) hour shift or twelve (12) hours pay for an eight (8) hour shift.

6. Shift Supervisor:

Beginning with the ratification of the Collective Bargaining Agreement, if a Sergeant is not assigned to a shift and a Patrol Officer is assigned as an Acting Shift Supervisor, the employee will be compensated at the Sergeant's contractual rate of pay (without holiday pay added into base) for those Patrol Officers hired after January 1, 2010.

7. Retirement:

Anyone hired after March 31, 2024, upon retirement from the Borough of Clayton after twenty-five (25) years of service (with a minimum of ten (10) years of service with the Borough of Clayton) shall retain coverage for medical, dental, prescription and eye care benefits with coverage limited to the retiree only.

Employees retiring after January 1, 2024 shall receive reimbursement for the difference between prescription co-payments for active employees versus the amount paid by the retired employee. To qualify for reimbursement, prescriptions must be obtained using the mail order unless there is an urgent need for the medication (ie. antibiotic). Anyone hired January 1, 2005 or after shall not be eligible for prescription drug reimbursement.

8. Sick Leave – Section 2. E. (Sick Leave Provisions for Persons Hired Before 12/31/19):

If an officer is injured while off-duty pursuant to the State guidelines, the Borough will continue full salary for up to three months. If the officer remains out for the injury beyond three months, the officer may use benefit time or other state and/or federal leave benefits (ex: NJ Temporary Disability benefits) if eligible and will only receive payment through those benefits programs.

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: March 14, 2024

Borough of Clayton

By: 

Date: 3/14/24

F.O.P. Patrolmen

By: 

Date: 3/8/2024

F.O.P Superior Officers

By: 

Date: 03/08/2024