

RESOLUTION 55-18

**RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT
BETWEEN THE BOROUGH OF CLAYTON AND
THE GOVERNMENT WORKERS UNION**

WHEREAS, the Mayor and Council of the Borough of Clayton have negotiated a Memorandum of Agreement (i.e., Contract) with the Government Workers Union; 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 Government Workers Union be and hereby is 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 22, 2018.

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 22, 2018.



CHRISTINE NEWCOMB, Municipal Clerk

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Public Employment Relations Commission ("PERC") issued a Certification of Representative dated May 12, 2017 in Docket No. RO-2017-036 regarding the Borough of Clayton ("Borough"), the Government Workers' Union ("GWU"), and AFSCME District Council 71 Local 3303J ("AFSCME"); and

WHEREAS, the Certification of Representative specifies that the GWU is the representative of all regularly employed, non-supervisory blue collar and white collar employees employed by the Borough of Clayton, excluding all managerial executives, confidential employees, and supervisors within the meaning of the New Jersey Employer-Employee Relations Act ("Act"), professional employees, craft employees, police, casual employees, seasonal employees, and all other employees employed by the Borough of Clayton; and

WHEREAS, the Collective Negotiations Agreement between the Borough and AFSCME, which previously represented the employees now represented by GWU, expired on December 31, 2016; and

WHEREAS, the Borough recognizes that the members of GWU have not received any salary increase for 2017 due to the above developments, but have continued to execute their assigned duties with diligence and in good faith;

NOW, THEREFORE, in acknowledgement of the recitals above, and for good and sufficient cause, the Borough and GWU hereby agree as follows:

1. The Borough and GWU will recognize and abide by the terms and conditions of the expired AFSCME Collective Negotiations Agreement without prejudice to the rights of the Borough or GWU in any future negotiations.

2. For purposes of the interim period pending execution of the First Collective Negotiations Agreement between the Borough and GWU, GWU members shall receive a two percent increase to base salary only effective January 1, 2017. Such increase shall go to base salary as of December 31, 2016. Such increase shall be paid retroactively to base salary only.

3. For disciplinary or grievance proceedings initiated after the date of this Memorandum of Understanding, the Borough and GWU shall abide by the Grievance Procedure set forth in Exhibit A.

4. This Memorandum of Understanding shall constitute the full and complete agreement between the parties for purposes of the interim period. Any changes, modifications, or additions shall only be made in writing with the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the Mayor of the Borough of Clayton and representative of the Government Workers Union.

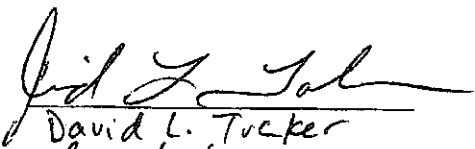
BOROUGH OF CLAYTON



Mayor

DATED: 2/22/18

GOVERNMENT WORKERS UNION



David L. Tucker
President

DATED: 02.21.18

EXHIBIT A

GRIEVANCE PROCEDURE

- A. A grievance shall be a claim either by the Employer, an employee, or by the Union that either the Employer, an individual employee, group of employees, or the Union has been harmed by either the interpretation or application of the terms and conditions of this Agreement and other conditions of employment.
- B. The Borough Clerk shall be copied on all notices, appeals, rulings, or submissions under this Article.
- C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and should be followed in its entirety unless any step is waived by mutual consent.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.
- E. **Step 1.** A grievance must be initiated in writing (not email), shall clearly state that it is a grievance, state the factual background for the grievance, the section of the Agreement allegedly violated, and the remedy requested within ten (10) calendar days from the time when the cause for grievance occurred or when the grievant or the Union should have reasonably known of its occurrence, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. The grievance shall be submitted to the Department Head or designee, who shall make an effort to resolve the problem and respond within seven (7) calendar days.
- F. **Step 2.** If no satisfactory resolution is reached during Step 1, then the grievance may be appealed within five (5) calendar days after receipt of management's Step 1 response to the Borough Administrator or his/her designee. The Administrator or designee shall review and investigate the matter and conduct an informal conference. The Administrator or designee shall render a written Step 2 decision within ten (10) calendar days from receipt of the Step 2 appeal.
- G. **Step 3.** If no satisfactory resolution is reached during Step 2, the matter may be appealed within five (5) calendar days from receipt of the Step 2 response to the Borough Clerk for consideration by the governing body or designee. A hearing officer will conduct a hearing and render a written decision within fourteen (14) days of receipt of the Step 3 appeal. If no action is taken by the governing body at the next Council Meeting following the ruling, the hearing officer's decision shall stand as the Step 3 ruling.
- H. **Arbitration.** If the grievance remains unresolved after Step 3, the grievant or Union may proceed to arbitration within ten (10) calendar days after the Step 3 decision. The

arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

1. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. The arbitrator shall be bound by the provisions of this Agreement and will restrict his/her opinion to the application of facts presented to him/her involving the grievance.
2. Attendance at arbitration hearings shall be limited to parties that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.
3. The arbitrator shall hold the hearing at a time and place convenient to the parties and shall render a decision within thirty (30) days after the close of the hearing.
4. The costs for the services of an arbitrator shall be born equally by the Borough and the Union. Decisions rendered by the arbitrator shall be final and binding on the parties.

I. Bill of Rights.

1. An employee shall be entitled to Union representation at each and every step of the Grievance Procedure set forth in this Agreement.
2. An employee shall be entitled to Union Representation at each step of a disciplinary hearing.
3. No employee shall be required by the employer and/or its Agents to submit to an interrogation likely to result in formal disciplinary action unless the employee is afforded the opportunity of Union representation.
4. No recording devices or stenographer of any kind shall be used during any meeting unless both union and employer agree to their use prior to such meeting. The Employer and Union shall be permitted to have minutes of the meeting taken. Copies shall be distributed to all parties involved.
5. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.
6. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.
7. Disciplinary action shall be taken for good and just cause only.