

**RESOLUTION #66-2020**

**RATIFYING THE FEBRUARY 27, 2020 MEMORANDUM OF UNDERSTANDING BETWEEN F.O.P. 182 AND THE TOWNSHIP OF CLINTON, AND RESCINDING THE AUTHORIZATIONS GRANTED IN RESOLUTIONS 58-2020 AND 59-2020**

**WHEREAS**, on February 27, 2020, representatives of the Township of Clinton and F.O.P. 182 signed a Memorandum of Understanding (MOU) regarding the agreed-upon terms of new collective bargaining agreements to be entered into between the Township and the F.O.P. regarding the Clinton Township's patrol officers and police sergeants, a copy of which MOU is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the collective bargaining agreements themselves are in the process of being prepared by the Township's labor counsel and the counsel for the FOP, and shall be presented to the Council for approval once finalized; and

**WHEREAS**, the Mayor and Council wish to ratify the MOU in order to make the terms thereof binding effective immediately and pending the finalization and approval of the collective bargaining agreements;

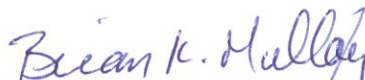
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Township of Clinton in Hunterdon County, New Jersey as follows:

1. The preamble to this resolution is hereby incorporated as if more fully set forth herein.
2. The Memorandum of Understanding that was signed by representatives of the Township and F.O.P. on February 27, 2020 (Exhibit "A" hereto) is hereby ratified and made binding on the Township.
3. The Township's labor counsel is hereby authorized and directed to prepare the collective bargaining agreements necessary to implement the terms of the MOU and to present said agreements to the Council for approval once finalized.
4. The approvals and authorizations contained in Resolutions 58-2020 and 59-2020 are hereby rescinded, and the collective bargaining agreements approved by and attached to said Resolutions shall be deemed void and of no effect.
4. This resolution shall take effect immediately.

Attest:



Carla Conner, Township Clerk



Brian Mullahey, Acting Mayor

Adopted: April 22, 2020

JH  
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# EXHIBIT A

Memorandum of Understanding between

~~F.O.P. 182 Patrol officers/Sergeants~~

And

The Township of Clinton

Both parties do hereby agree to the following terms effective, retroactively, from January 1, 2019.

1. Pay raises to both patrol officers, and sergeants of: 2% - 2019, 2% - 2020, 2.5% 2021, 2.5% 2022. The pay scales for ~~currently employed~~ officers (~~patrol and sergeants, employed as of the signing of this MOU~~) are attached. ~~Additionally, a new pay scale will cover all patrol officers hired after the date of this MOU.~~
2. The following reductions to the percentages of health care contributions for both patrol and sergeants are as follows: 0% - 2019, 2% - 2020, 2% 2021, 4% 2022.
3. The annual stipend of \$1200 shall be paid to any officers assigned to the following positions: Detectives, officers assigned to the DEA (who shall also be given the position of detective), and K9 handlers. Such stipends shall be paid in the same fashion as previously paid stipends.
4. Section VIII: sick time buy back is removed. *the date set by law.* Add language that sick time buy back is capped at \$15,000 for employees hired after ~~October 2007~~ – according to applicable law.
5. Section XV: Overtime – Section B. ~~Remove all language stating employee must stay for entire 4 hours at the discretion of the supervisor. (It is understood that this is management prerogative for releasing an employee called into work).~~
6. Section XVIII: C: 1<sup>st</sup> year change \$2,000 to \$4,500 for reimbursement to township, 2<sup>nd</sup> year from \$1500.00 to \$3500.
7. ~~New section giving officers the same benefit as that given to other town employees when the township closes and employees are sent home or released early and still receive pay. IN THE EVENT THE TOWNSHIP CLOSES BUSINESS DUE TO ANY EMERGENCY OR FOR ANY REASON AND EMPLOYEES OTHER THAN BARGAINING UNIT EMPLOYEES ARE EXCUSED FROM WORK, BARGAINING UNIT EMPLOYEES SHALL BE ENTITLED TO EQUANT COMP TIME FOR SAID HOURS. SAID TIME SHALL BE USED WITHIN 60 DAYS OF ACCRUEMENT.~~
8. See attached salary guides

\* The parties will develop amended language allowing the supervisor to retain the officer on duty for legitimate business reasons.

Authorized representatives:



John Tiger

President



Jeffery Glennon

Vice President Trustee



Mayor John Higgins



Jesse Landon

Township Administrator

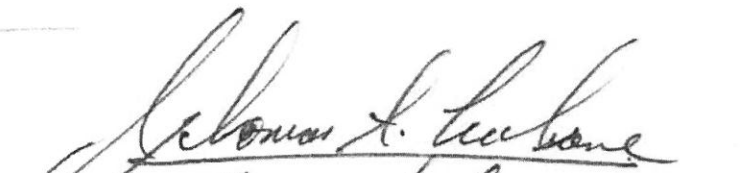
THOMAS KOCHANOWSKI

COUNCILMAN



Stephen E. Tamboli, Esq.  
Labor Counsel

2/27/20



Thomas A. Cushman Esq.  
FOI Counsel  
2/27/2020

**Appendix "A"**

This salary guide shall cover all officers before the date of this (2019-2022) agreement was signed into effect

Patrol Officers	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
1 <sup>st</sup> Class	\$107,688	\$109,842	\$112,588	\$115,403
2 <sup>nd</sup> Class	\$99,858	\$101,856	\$104,403	\$107,013
3 <sup>rd</sup> Class	\$90,780	\$92,596	\$94,911	\$97,284
4 <sup>th</sup> Class	\$82,620	\$84,273	\$86,380	\$88,640
5 <sup>th</sup> Class	\$77,010	\$78,551	\$80,515	\$82,528
6 <sup>th</sup> Class	\$71,400	\$72,828	\$74,649	\$76,516
7 <sup>th</sup> Class	\$65,790	\$67,106	\$68,784	\$70,504
8 <sup>th</sup> Class	\$60,180	\$61,384	\$62,919	\$64,492
9 <sup>th</sup> Class	\$54,570	\$55,662	\$57,054	\$58,481
10 <sup>th</sup> Class	\$48,960	\$49,940	\$51,189	\$52,469
Probationary	\$42,840	\$43,697	\$44,790	\$45,910

**Salary Guide**

<b><u>Sergeants</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>
Sgt. 1 <sup>st</sup> Class	\$122,595 (2%)	\$125,046 (2%)	\$128,173 (2.5%)	\$131,377 (2.5%)
Sgt. 2 <sup>nd</sup> Class	\$120,142	\$122,500	\$125,600	\$128,750
Sgt. 3 <sup>rd</sup> Class	\$117,642	\$120,000	\$123,000	\$126,050
Sgt. New Promotion	\$115,142 (2%)	\$117,445 (2%)	\$120,381 (2.5%)	\$123,391 (2.5%)

Step Guide is for officers promoted to the rank of Sergeant after January 1, 2018. New sergeants move through the steps on the anniversary of their appointment.