

R-132-13
RESOLUTION

WHEREAS, the Borough and the Fraternal Order of Police ("FOP") are parties to a collective negotiations agreement effective January 1, 2010 through December 31, 2012; and

WHEREAS, the FOP is the exclusive representative for the police officers of the Borough of Clayton Police Department ("Department") for the purpose of collective negotiations regarding the terms and conditions of their employment; and

WHEREAS, the FOP and the Borough are parties to the following matters before the Public Employment Relations Commission:

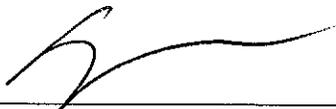
- (1) CO-2012-154 (Overtime Call-In Guidelines);
- (2) AR-2012-351 (Overtime Opportunities);
- (3) AR-2013-148 (Martines OT Pass Over); and
- (4) AR-2013-339 (Martines Leave and Benefits); and

WHEREAS, all parties acknowledge that the merits of the above matters are in dispute and have not been finally adjudicated, and that no party admits any liability to any other, but all have reasons to desire an amicable resolution of the matter, including to avoid the costs of continuing any further litigation;

NOW, THEREFORE, BE IT RESOLVED that the Borough authorizes the resolution of the above matters on the terms indicated in the attached settlement agreement.

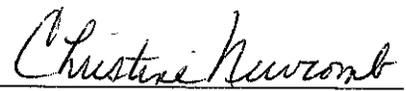
ADOPTED at a regular council meeting which was held on Thursday, July 11, 2013.

BOROUGH OF CLAYTON



THOMAS BIANCO, Mayor

ATTEST:



CHRISTINE NEWCOMB, Clerk

SETTLEMENT AGREEMENT AND GENERAL RELEASE

BOROUGH OF CLAYTON

Employer,

-and-

CLAYTON FOP LODGE NO. 130

Union.

PUBLIC EMPLOYMENT
RELATIONS COMMISSION

P.E.R.C. Docket Nos.

CO-2012-154

AR-2012-351

AR-2013-148

AR-2013-339

Grievance Arbitration

**(OVERTIME CALL-IN GUIDELINES);
(OVERTIME OPPORTUNITIES);
(MARTINES OT PASS OVER);
(MARTINES LEAVE & BENEFITS)**

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this 11th day of July, 2013 by and between the Borough of Clayton ("Borough") and Clayton FOP Lodge No. 130 ("FOP") (collectively, the "parties")

WHEREAS, the Borough and the FOP are parties to a collective negotiations agreement effective January 1, 2010 through December 31, 2012; and

WHEREAS, the FOP is the exclusive representative for the police officers of the Borough of Clayton Police Department ("Department") for the purpose of collective negotiations regarding the terms and conditions of their employment; and

WHEREAS, the FOP and the Borough are parties to the following matters before the Public Employment Relations Commission:

- (1) CO-2012-154 (Overtime Call-In Guidelines);
- (2) AR-2012-351 (Overtime Opportunities);
- (3) AR-2013-148 (Martines OT Pass Over); and
- (4) AR-2013-339 (Martines Leave and Benefits); and

WHEREAS, all parties acknowledge that the merits of the above matters are in dispute and have not been finally adjudicated, and that no party admits any liability to any other, but all have reasons to desire an amicable resolution of the matter, including to avoid the costs of continuing any further litigation;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Borough and the FOP agree to the following terms in settlement of the above-captioned matters:

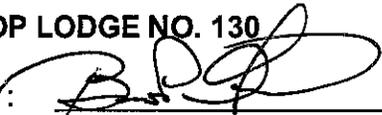
1. With regard to Ofc. Robert Martines's leave and benefits grievance (Docket No. AR-2013-148), the Borough shall forthwith pay Ofc. Martines \$4,504.23. The Borough retains the right to file a request with the New Jersey Department of Labor and Workforce Development for a refund for excess unemployment benefits paid.
2. With regard to the FOP's overtime opportunities grievance (Docket No. AR-2012-351), overtime call-in unfair labor practice charge (Docket No. CO-2012-154), and Ofc. Martines's overtime pass-over grievance (Docket No. AR-2013-339), the Borough shall forthwith pay the FOP a total of \$38,950 to be disbursed among FOP members as the FOP requests. The FOP shall provide a schedule of payments within ten (10) days of execution of this agreement.
3. The parties agree to comply with the PERC decision identified as PERC 2013-47 (December 13, 2012) in Docket No. SN-2012-034 with respect to overtime opportunities and that the October 16, 2011 General Order is rescinded. The parties further agree to engage in negotiations as required by the decision in PERC 2013-47.
4. The FOP hereby agrees to withdraw the unfair labor practice charge and grievances under Docket Nos. CO-2012-154, AR-2012-351, AR-2013-148, and AR-2013-339, respectively. Within five (5) days of execution of this Agreement, counsel for the FOP shall submit appropriate documentation notifying the Public Employment Relations Commission that these matters are withdrawn.
5. The Borough is hereby released from any liability arising out the events which gave rise to the aforementioned grievances. It is expressly understood that neither the execution of this Agreement nor any other action taken by the Borough in connection with the alleged claims or this settlement, constitutes an admission by the Borough of any violation of any law, duty or obligation, or that any decisions or actions taken were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. The Borough specifically denies any such wrongdoing.
6. To the extent that any were incurred, all fees and expenses of the arbitrators in each of these respective matters shall be divided equally

between the parties, and each party shall bear the burden of their respective legal fees, costs, and expenses.

7. The parties agree that if any court declares any portion of this agreement unenforceable, the remaining portion shall be fully enforceable.
8. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties agree that any action to enforce or interpret this Agreement shall only be filed in the Superior Court of New Jersey, Gloucester County.
9. This Agreement shall become effective upon execution of the Agreement by all parties.
10. This Settlement Agreement contains the complete and entire understanding of the parties and has been reviewed by counsel for the respective parties prior to its execution by the parties. The terms of this Settlement Agreement shall be binding upon both parties unless otherwise negotiated.
11. The undersigned representatives executing this Settlement Agreement on behalf of both the FOP and the Borough represent and warrant that they have full authority to agree to the terms contained therein.

FOP LODGE NO. 130

BY:

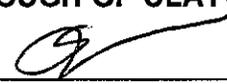

Ben Grasso, President

Date:

6/19/2013

BOROUGH OF CLAYTON

BY:

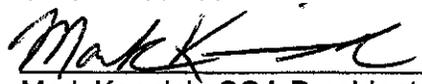


Date:

7-11-13

FOP LODGE NO. 130

BY:

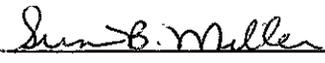

Mark Konnick, SOA President

Date:

06/19/2013

BOROUGH OF CLAYTON

BY:

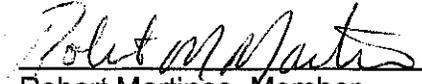


Date:

7-11-13

FOP LODGE NO. 130

BY:


Robert Martines, Member

BOROUGH OF CLAYTON

BY:

