

RESOLUTION 20-261

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF BOONTON APPROVING THE TERMINAL LEAVE OF ANDRE GIBSON AND ACCEPTING AND RELYING UPON ANDRE GIBSON'S RETIREMENT

WHEREAS, Andre Gibson has been employed by the Town of Boonton Police Department since August, 1993, rising to his current rank and position of Sergeant; and

WHEREAS, Mr. Gibson has indicated that he seeks to retire, effective November 12, 2020 and after his final day of work on October 20, 2020 end his active service and utilize terminal leave until the date of his retirement; and

WHEREAS, the terminal leave provision of the collective negotiations agreements between the Superior Officer Associates of Boonton Local #212 and the Town of Boonton, is the basis for determining the amount of terminal leave to which Mr. Gibson shall be entitled; and

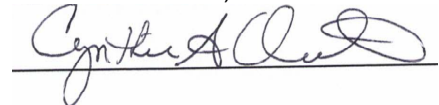
WHEREAS, the parties hereto wish to resolve and memorialize the arrangements made from the date of this Agreement to November 12, 2020 in terms of the terminal leave and retirement of Mr. Gibson.

NOW THEREFORE, BE IT RESOLVED as follows:

1. Mr. Gibson shall file for retirement with the New Jersey Division of Pensions and Benefits, PFRS, prior to being afforded and placed on terminal leave, in accordance with Article VII of the collective negotiations agreement between the Superior Officer Association of Boonton Local #212 and the Town of Boonton. Upon executing the Memorandum of Agreement, Mr. Gibson shall simultaneously provide an irrevocable letter of retirement effective November 12, 2020, which is attached hereto as Exhibit A.
2. On October 13, 2020, Mr. Gibson had accumulated one hundred and ninety-five (195) hours of sick leave, one hundred and thirty (130) hours shall be allocated towards Mr. Gibson's terminal leave time and the remaining sixty-five (65) hours shall be forfeited in accordance with Article VII of the collective negotiations agreement between the Superior Officer Association of Boonton Local #121 and the Town of Boonton.
3. Upon receipt of the executed irrevocable letter of retirement, Mr. Gibson shall be approved and placed on terminal leave upon completion of work on October 20, 2020 through November 11, 2020.
4. Effective after five (5) hours of work on October 20, 2020, Mr. Gibson shall not perform any police duties on behalf of the Town of Boonton Police Department while on terminal leave with the exclusion of appearing for any required court and/or hearing matters. Compensation for court-hearing appearance shall be paid in accordance with the collective negotiations agreement between the Superior Officer Association of Boonton Local #212 and the Town of Boonton.

5. Mr. Gibson shall remain on the payroll until his retirement date and the Town shall pay him his regular salary at his rate of pay in effect as of October 20, 2020 (including holiday pay and longevity pay) and continue his medical benefits until November 12, 2020. Should there be any increases in salary pursuant to the collective negotiations agreement between the Superior Officer Association of Boonton Local #212 and the Town of Boonton (2016-2018), Mr. Gibson's terminal leave salary shall be increased accordingly. In addition, upon a negotiated and a fully executed and ratified successor collective negotiations agreement between the Town of Boonton and the Superior Officer Association of Boonton Local #121, Mr. Gibson will be afforded a retroactive payment for any increases in salary for 2019 and 2020. The Town shall advise the Division of Pensions and Benefits of any retroactive salary increases stemming from a fully executed and ratified successor collective negotiations agreement.
6. On October 20, 2020, Mr. Gibson shall return all Town equipment and keys in his possession.
7. Upon retirement, Mr. Gibson shall not be afforded any payment for accrued leave time.
8. All other terms of employment not specifically addressed in the Memorandum of Agreement and which are more fully set forth in the Superior Officer Association of Boonton Local #212 and the Town of Boonton (2016-2018) collective negotiations agreement shall continue to apply to Mr. Gibson during his terminal leave with the Town of Boonton. Effective November 12, 2020, Mr. Gibson will be afforded any applicable and eligible retiree benefits pursuant to the Superior Officer Association of Boonton Local 212 and the Town of Boonton (2016-2018) collective negotiations agreement.
9. Mr. Gibson and the Town mutually represent and agree that the Agreement contains all of the provisions of the agreement reached with the Town and Mr. Gibson with regard to terminal leave and his irrevocable retirement and that the Memorandum of Agreement can only be modified by way of a written addendum or amendment signed by both parties and attached hereto.
10. Mr. Gibson shall be permitted to retain his service weapon at the time of retirement. However, Mr. Gibson agrees that he is solely responsible for the use and ownership of his service weapon upon retirement. Mr. Gibson shall indemnify the Town of Boonton in all matters regarding the use and/or misuse of his service weapon during retirement.

I, Cynthia A. Oravits, Clerk of the Town of Boonton, County of Morris, and State of New Jersey, hereby certifies this to be a true copy of a resolution adopted by the Mayor and Board of Aldermen of the Town of Boonton on October 19, 2020.



OLMC
Cynthia A. Oravits, RMC
Town Clerk