

RESOLUTION NO. 2022-136

**RESOLUTION AFFIRMING THE MEMORANDUM OF AGREEMENT BY AND
BETWEEN THE TOWNSHIP OF ABERDEEN AND THE ABERDEEN TOWNSHIP OF
SUPERIOR OFFICERS ASSOCIATION, LOCAL 163 ("SOA")**

BE IT RESOLVED by the Township Council that it hereby affirms the MOA between the Township of Aberdeen and The Aberdeen Township of Superior Officers Association, Local 163, SOA for the term of January 1, 2022-December 31, 2026.

ROLL CALL VOTE:

Ayes: Councilmembers Hirsch, Martucci, Montone, Swindle,
Deputy Mayor Kelley, Mayor Tagliarini

Nays: None

Abstain: None

Absent: Councilman Cannon

I hereby certify the foregoing to be a true copy
of a Resolution adopted by the Township
Council of the Township of Aberdeen on November 29, 2022

Melissa Pfeifer

Melissa Pfeifer, Municipal Clerk

MEMORANDUM OF AGREEMENT

by and between

**THE TOWNSHIP OF ABERDEEN
(THE "TOWNSHIP")**

and

**THE ABERDEEN TOWNSHIP OF SUPERIOR OFFICERS
ASSOCIATION, LOCAL 163 ("SOA")**

WITNESSETH

WHEREAS, the Township and the SOA are parties to a collective negotiations agreement which expired December 31, 2021 (the "Agreement" or "CNA"); and

WHEREAS, the Parties have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA, and

WHEREAS, the Township and the SOA have reached agreement on new terms and conditions, as set forth in this MOA, subject to ratification by the membership of the SOA and approval by the Township Council;

WHEREAS, all terms set forth below shall be retroactive to January 1, 2022 and applicable to any Sergeant employed by the Township on or after said date but who separated from said employment, on a pro-rated basis, prior to the full ratification of this Agreement; and

WHEREAS, the negotiating committees for the Township and the SOA unanimously agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable considerations:

1. The Parties agree to a contract term of five (5) years, beginning January 1, 2022 through December 31, 2026.
2. The Parties have agreed to the following salary increases as of January 01 of each calendar year:

2022: 3.75% \$144,824.00 (retroactive to 1/1/2022)
2023: 3.00% \$149,169.00
2024: 3.00% \$153,644.00
2025: 3.00% \$158,253.00
2026: 3.00% \$163,001.00

3. The Parties agree to utilize the parties' 2004-2007 CNA, as modified by the successive memoranda of agreements (MOAs) executed by the Parties for the intervening years, including this Agreement, for the preparation of the 2022-2026 CNA.

4. Outside Employment:

- a. Sergeants shall have four (4) hour minimums for all outside employment details. Once a Sergeant reaches a four-hour minimum, they shall be paid in guaranteed 2-hour blocks moving forward.
 - I. Example 1: A Sergeant works 4 hours and 1 minute, the Sergeant shall be paid for 6 hours.
 - II. Example 2: A Sergeant works 6 hours and 1 minute, the Sergeant shall be paid for 8 hours.
 - b. All Sergeants shall be paid a 4-hour minimum unless the third-party contractor cancels with a minimum of two (2) hours' notice prior to the scheduled start time of said job.
 - c. All outside employment provisions are NOT applicable to Township jobs.
 - d. The Township shall make its best effort to have seven (7) vehicles available for use for outside employment, unless a vehicle is being repaired.
 - e. The patrol fleet shall not to be used for outside employment opportunities without the express prior permission of the Chief. Said permission shall not be unreasonably withheld.
 - f. If a Sergeant calls out sick within a twenty-four (24) hour period after his/her extra duty road job assignment, said Sergeant shall be paid the appropriate third-party rate (Sergeants' overtime) for the first three (3) incidents within a calendar year. If said Sergeant calls out sick a fourth (4th) time in a calendar year within a twenty-four (24) hour period, he/she will forfeit one (1) eligible road job rotation. However, said Sergeant shall still be paid the appropriate third-party rate (Sergeants' overtime) for the extra duty road assignment worked. Any incidents after the fourth (4th) occurrence, number five (5) on, the Sergeant will forfeit one (1) eligible road job rotation but will still be paid the third-party rate for the remainder of the calendar year.
5. **October 1st Change Over:** Sergeants shall be notified by October 1 of each calendar year if their shift assignment is being changed, for example from A to B for the next calendar year.
6. **Detective Sergeant:** The Parties agree to increase the supplemental pay of Detective Sergeant from \$4,300 to \$4,500 when the position is assigned.

7. **Training Time:** The rate of pay for all training time shall be increased to one and one-half (1 ½) times a Sergeant's hourly rate of pay.
8. **Medical Reimbursement:** Effective and retroactive to 1/1/22, the Township shall provide a medical reimbursement for out-of-pocket medical costs, not to exceed \$1,000 per year.
9. **Personal Time:** Each Sergeant shall be allowed four (4) personal days per calendar year: (i) two (2) emergency personal days that shall require at least two (2) hours advanced call out. If the emergency arises where 2 hours' notice is not possible, as much notice as possible shall be provided; (ii) and two (2) regular personal days. Sergeants are permitted to utilize personal time at any point throughout the year, except that they may not use emergency personal time on the Township holidays:
 - a. Martin Luther King
 - b. Lincoln's Birthday
 - c. Presidents Day
 - d. Good Friday
 - e. Memorial Day
 - f. Independence Day
 - g. Labor Day
 - h. Election Day
 - i. Veterans Day
 - j. Thanksgiving
 - k. Christmas Eve (1/2 day)
 - l. Christmas Day
 - m. New Year's Eve (1/2 day)
 - n. New Year's Day

On Christmas Eve and New Year's Eve, Sergeants shall be permitted to use one-half (1/2) personal days

10. **Work Out Time:** The Parties agree to implement a twelve (12) month Pilot Program starting May 1, 2022 that allows Sergeants to work out during their shift. The Pilot Program is subject to being discontinued at the discretion of the Chief if it adversely affects operational effectiveness. At the conclusion of the twelve (12) month Pilot Program the Township will consider memorializing it in a Sidebar agreement. The Pilot Program shall include:
 - a. Work out time shall be for 45 minutes, with an additional 15-minute period for the Sergeant to change, for a total of one (1) hour.
 - b. Workout time must be during the hours of the Sergeant's shift.
 - c. Workout times must be approved by a supervisor.
 - d. Workout times may not be used in conjunction with meal breaks.

- e. Workout times may be cancelled by a supervisor, should the call to service require.
- f. Workout time is elective, a Sergeant may choose not to utilize a workout time but shall not be granted any additional breaks of time off for failure to utilize workout times.
- g. Sergeant(s) shall be considered "on duty" at all times during said Workout time for all purposes including, but not limited to, Workers' Compensation and pension.

11. **Time Off:** No more than one (1) Sergeant per platoon shall be permitted to be absent on any given day. This includes absences for vacation time, personal days, etc. (but shall not include sick time, emergency personal time, and training.) If one (1) Sergeant is already scheduled to be, or is absent, no additional requests for time off shall be granted. A Sergeant who is out sick will not count as a Sergeant absent for the purpose of this section.

12. **Range Officer:** The Range Officer stipend (\$1,000) shall be paid to any officer that is assigned the duty (not exclusive to Sergeants).

13. All other proposals and counterproposals exchanged between the Parties not otherwise set forth in this MOA are expressly withdrawn.

14. Article XXIX. The educational incentive effective and retroactive to 1/1/2022 shall be as follows:

Associate/Veteran	\$2,500
Bachelor's	\$3,000
Master's	\$4,000

Effective January 1, 2023 and thereafter, the educational incentive shall be as follows:

Veteran's	\$2,500
Associate's	\$4,000
Bachelor's	\$5,500
Master's	\$7,000

TOWNSHIP OF ABERDEEN

LOCAL 163, SOA

Dated: 11/30/22

Dated: 11/30/22

Attest:

Melissa Pfuefer
Township Clerk

Attest: