

RESOLUTION No. 2022-66

WHEREAS, the Township and the PBA are parties to a collective negotiations agreement which expired December 31, 2021 (the "Agreement"); 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 PBA have reached agreement on new terms and conditions, as set forth in this MOA, subject to ratification by the membership of the PBA and approval by the Township Council;

WHEREAS, all terms set forth below shall be retroactive to January 1, 2022 and applicable to any officer 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 PBA unanimously agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Aberdeen that the Township Manager is hereby authorized and directed to execute and attest, on behalf of the Township of Aberdeen, the 2022-2026 Memorandum of Agreement between the Township of Aberdeen and the Police Benevolent Association Local #163.

ROLL CALL VOTE:

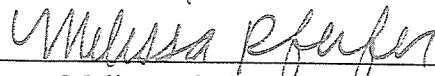
Ayes: Councilmembers Hirsch, Montone, Swindle, Deputy Mayor Kelley and Mayor Tagliarini

Nays: None

Abstain: None

Absent: Councilmembers Cannon and Martucci

I hereby certify the foregoing to be a true copy
of a resolution adopted by the Township
Council of the Township of Aberdeen at
a regular council meeting held on April 21, 2022



Melissa Pfeifer, Municipal Clerk

MEMORANDUM OF AGREEMENT

by and between

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

and

**THE ABERDEEN TOWNSHIP POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL 163 ("PBA")**

WITNESSETH

WHEREAS, the Township and the PBA are parties to a collective negotiations agreement which expired December 31, 2021 (the "Agreement"); 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 PBA have reached agreement on new terms and conditions, as set forth in this MOA, subject to ratification by the membership of the PBA and approval by the Township Council;

WHEREAS, all terms set forth below shall be retroactive to January 1, 2022 and applicable to any officer 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 PBA 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, exclusive of the cost of increment as of January 01 of each calendar year:

2022: 3.75% (retroactive to 1/1/2022)
 2023: 3.00%
 2024: 3.00%
 2025: 3.00%
 2026: 3.00%

The following shall be the salary guide:

042022

PBA 163 Salary Guide
 Employees Hired on or After 5/1/17

2022-2026

For All Employees							
	Current	New Guide	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Start	\$ 44,856		3.75%	3.00%	3.00%	3.00%	3.00%
1	\$ 48,113	Start	\$ 46,538	\$ 47,934	\$ 49,372	\$ 50,853	\$ 52,379
2	\$ 51,666	1	\$ 49,917	\$ 51,415	\$ 52,957	\$ 54,546	\$ 56,182
3	\$ 54,387	2	\$ 56,427	\$ 58,119	\$ 59,863	\$ 61,659	\$ 63,509
4	\$ 59,898	3	\$ 62,144	\$ 64,009	\$ 65,929	\$ 67,907	\$ 69,944
5	\$ 77,047	4	\$ 79,936	\$ 82,334	\$ 84,804	\$ 87,349	\$ 89,969
6	\$ 83,732	5	\$ 86,872	\$ 89,478	\$ 92,162	\$ 94,927	\$ 97,775
7	\$ 91,082	6	\$ 94,498	\$ 97,333	\$ 100,252	\$ 103,260	\$ 106,358
8	\$ 98,155	7	\$ 101,836	\$ 104,891	\$ 108,038	\$ 111,279	\$ 114,617
9	\$ 107,676	8	\$ 111,714	\$ 115,065	\$ 118,517	\$ 122,073	\$ 125,735
10	\$ 121,057	9	\$ 125,597	\$ 129,365	\$ 133,245	\$ 137,243	\$ 141,360

The above guide eliminates Step 2 in the prior contract salary guide applicable to officers hired on or after May 1, 2017. The implementation of the above guide is illustrated on the attached "Exhibit 1".

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. The Parties agree that the pending grievance under PERC Docket No. AR-2022-310 shall be dismissed by the PBA within five (5) days (exclusive of weekends and holidays) of the ratification of this Agreement by both parties.
5. The Parties agree that Section 2, paragraph 1 of the "Amendment to 2016-2019 Memorandum of Agreement by and Between the Township of Aberdeen and the Aberdeen Township PBA Local No. 163" dated March 16, 2017, shall not be carried forward or otherwise included in the 2022-2026 CNA.
6. **Outside Employment:**
 - a. Officers shall have four (4) hour minimums for all outside employment details. Once an officer reaches a four-hour minimum, they shall be paid in guaranteed 2-hour blocks moving forward.

- i. Example 1: An officer works 4 hours and 1 minute, the officer shall be paid for 6 hours.
 - ii. Example 2: An officer works 6 hours and 1 minute, the officer shall be paid for 8 hours.
 - b. All officers shall be paid a 4-hour minimum unless the third-party contractor provides a minimum of 2 hours' notice of the scheduled start time of said job.
 - c. All outside employment provisions are NOT applicable to jobs performed by the Township.
 - 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 be used for outside employment opportunities without the express prior permission of the Chief. Said permission shall not be unreasonably withheld.
 - f. If an officer calls out sick within a twenty-four (24) hour period after his/her extra duty road job assignment, said officer shall be paid the appropriate third-party rate (Sergeants' overtime) for the first three (3) incidents within a calendar year. If said officer 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 officer 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 officer will forfeit one (1) eligible road job rotation but will still be paid the third-party rate for the remainder of the calendar year.
7. **October 1st Change Over:** Officers shall be notified in writing by October 1 of each calendar year if their shift assignment is being changed in the next calendar year (for example from A to B for the next calendar year).
8. **Detectives:** Effective and retroactive to 1/1/22, the Parties agree to increase the supplemental pay of Detective to \$4,500. All Detectives shall work a nine (9) hour day, with a four (4) consecutive days on and three (3) consecutive days off schedule, with the express understanding that the morning shift shall begin between 7 a.m. and 9 a.m., and the afternoon shift will begin between 11 a.m. and 1 p.m. Customary starting times shall be subject to the specific and specialized needs of the Township, as determined by the Chief. Notice of any schedule change shall be given to a Detective at least 48 hours in advance, absent emergent circumstance.
9. **Training Time:** The rate of pay for all training time shall be increased to one and one-half (1 ½) times an Officer's hourly rate of pay.

10. **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.

11. **Field Training Officer:**

- a. An officer shall not be moved from the officer's assigned shift to accompany a trainee, rather a trainee shall be moved from shift to shift for the purposes of training.
- b. Any officer assigned a trainee shall be compensated 1.5 hours of overtime per shift. These overtime hours shall not be used against an officer max allotment of 16 hours per day. Example: If an officer works a 10-hour shift as an FTO, the officer may be compensated for a total of 17.5 hours per day.

12. **Personal Time:** Each officer 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 must be provided; and (ii) two (2) regular personal days. Officers are not permitted to use emergency personal time on the following 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, Officers shall be permitted to use one-half (1/2) personal days

13. **Work Out Time:** The Parties agree to implement a twelve (12) month Pilot Program starting May 1, 2022 that allows officers to work out during their shift. The Pilot Program is subject to being discontinued at the discretion of the Chief if it adversely effects 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. Workout time shall be for 45 minutes, with an additional 15-minute period for the officer to change, for a total of one (1) hour.
- b. Workout time must be during the hours of the officer'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, an officer 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. Officer(s) shall be considered "on duty" at all times during said Workout time for all purposes including, but not limited to, Workers Comp and pension.

14. **PBA Business:** The President of the PBA & Delegate shall be excused from his/her work assignment and shall be granted a reasonable amount of time off with pay to handle PBA business, provided, however that prior to engaging in PBA business, the President or Delegate shall notify his/her supervisor, or the Chief of Police. Such time shall be limited to ten (10) hours each per month for both the President & Delegate.

During Contract negotiations, the PBA President & Delegate shall be excused from his or her work assignments and shall be granted unlimited amount of time off without loss of pay while actually involved in collective negotiations with the Township.

The above provisions shall supplement the existing provisions of Article XXI.

15. **Time Off:** No more than three (3) officers 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, training, and emergency personal time. If three officers are already scheduled to be, or are absent, no additional requests for time off shall be granted. An Officer who is out sick will not count as an Officer absent for the purpose of this section.

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

17. Article XXIX. The educational incentive shall be increased effective and retroactive to 1/1/122 as follows:

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

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

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

TOWNSHIP OF ABERDEEN

BA Russell

Dated: 4-25-22

Attest:

Melissa Pfeiffer

LOCAL 163, PBA

[Signature]

Dated: 4-25-22

Attest:

Catherine Moelius-Cruz 4/26/2023

Catherine Moelius-Cruz

Notary Public

STATE OF NEW JERSEY

My Commission Expires 07/16/2023