

MEMORANDUM OF UNDERSTANDING

***Between Aberdeen Township Superior Officers Association
and the Township of Aberdeen.***

This Memorandum of Understanding is entered into between the Aberdeen Township Superior Officers Association and the Township of Aberdeen represented by Joseph Criscuolo, Township Manager, and shall reflect negotiations which took place between the Township Manager and the Superior Officers Association regarding the Collective Bargaining Agreement between the Township of Aberdeen and the Superior Officers Association for the period of January 1, 2009 through December 31, 2012 and is subject to ratification of the members of the Superior Officers Association and the Council of the Township of Aberdeen.

This Memorandum of Understanding shall be for the term of the Collective Bargaining Agreement effective January 1, 2009 through December 31, 2012. (Collective Bargaining Agreement)

Article 24 shall reflect the deletion of the wording in #4 and replace the wording to read: An employee shall receive a \$1000.00 incentive for the non – use of any sick days during the calender year until the 3rd sick day is used. After the 3rd sick day in a year, \$200.00 will be deducted from the \$1000.00 incentive. Thereafter, for each additional sick day used, \$200.00 will continue to be deducted from the remaining amount and the employee shall receive the balance at the end of the year.

Article 24 shall reflect the deletion of the wording in Section B and replace the wording to read: Unit members shall receive three(3) personal days annually, not charged to sick leave. Management will pay employees straight time for up to two (2) unused personal leave days each year provided the employee can prove such days were requested on eligible dates , which shall be determined in advance by Management, and were denied by Management. Employees will also be able to carry over one (1) unused personal day into the next year but this day must be used before April of the following year or it will be lost.

Article 26 shall reflect the deletion of the wording in Section A and replace the wording to read: Employees shall be granted up to five (5) days off with pay at the employees straight time rate when death occurs in the employees immediate family. Immediate family shall be defined as father, mother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or other relative living under the same roof. Employees shall be granted up to three (3) days off with pay at the employees straight time rate upon the death of their maternal or paternal grandparents.

Article 32 shall reflect new wording in regards to health benefits supplied by the Township of Aberdeen at retirement after twenty (20) years of employment with the Township. This wording shall be the same as the P.B.A. Local 163 agreement when decided upon at a later date.

Article 29 Section B – 1 shall reflect the addition of wording of the degree in business management.

Article 29 shall have a new Section C entitled “ Veterans Incentive ”. The wording shall read: In lieu of receiving an educational incentive, Veterans shall be entitled to receive a \$1000.00 incentive (as defined and recognized by Civil Service). However, in no event may an officer collect both the Educational Incentive for an Associates Degree and the Veterans Incentive.

Article 29 shall have a new Section D entitled “ Voluntary prepatory training course reimbursement “. The wording shall read: Members will be reimbursed for 50% of the out of pocket cost of a recognized course which helps to prepare officers for the Lieutenants promotional exam. Reimbursement to be made upon successful completion of the course and a grade over 70 on the promotional exam.

Article 23.1 shall reflect a new Section B – 6 and the wording shall read: If an employee is called into work outside his/her regular working hours, he/she will be guaranteed a minimum of two (2) hours at a rate of time and one half (1 1/2) if the contractor is a governmental entity or for a non profit organization within the Township. For all other contractors, the guaranteed minimum shall be four (4) hours at a rate of time and one half (1 ½) of the prevailing salary for an officer at the top step.

Article 24 Sick Time Buyout is hereby amended to maintain annual incremental percent increases with the base salary consistent with the previous agreements.

2009	\$ 28,335.00
2010	\$ 29,612.00
2011	\$ 30,940.00
2012	\$ 32,336.00

Article 35 salaries are hereby amended as follows:

The first year of the agreement will maintain the 12% salary differential between the top patrol officer and sergeant followed by 4.5% annual increases in 2010, 2011, and 2012. The salary for 2012 will be \$ 117,990.00.

2009	\$ 103,394.00
2010	\$ 108,047.00
2011	\$ 112,909.00
2012	\$ 117,990.00

Article 22 shall reflect a new Section D which shall read: Sergeants assigned to patrol platoon supervision, there shall be a steady 4/4 fixed shift arrangement. The assignment of shifts shall be on a seniority basis and placed up for bid every December for the coming year. Section D - 1 shall read: Management may change a sergeants selected shift for a temporary period of time to cover for leave, training, or other operational needs of the department. Article 22 shall reflect a new Section E which shall read: Sergeants assigned to non-patrol platoon duties shall work five eight hour days followed by two days off, then four eight hour days followed by three days off. Section E -1 shall read: Management may reassign a sergeant to patrol platoon duties on the 4/4 ten hour fixed shift arrangement for a temporary period of time to cover for leave, training, or other operational needs of the department.

Article 41 shall be changed to reflect the new schedule as follows:

PLATOON SERGEANT SHIFTS

DAY SHIFT	BETWEEN 1100 AND 1300
MIDNIGHT SHIFT	BETWEEN 2100 AND 2300

NON PLATOON SERGEANT SHIFTS

DAY SHIFT	BETWEEN 0700 AND 0900
NIGHT SHIFT	BETWEEN 1500 AND 1700


Article 15 shall reflect an additional Section F which shall read: Officers shall be paid for training on a straight time hourly basis. Compensation for training during off-duty hours will be at a rate of one and one quarter (1 ¼) hours rate of pay. This shall include eight (8) hours of on line training with prior approval of the training coordinator. Proof of successful completion must accompany requests for payment for on line training. If a training course is five (5) days or more and overlaps with an employees work schedule, the work schedule will be adjusted to Monday through Friday with weekends before and after off. Reasonable schedule adjustments will be made if possible to accommodate officer availability. Management agrees to provide a minimum of ten (10) days notice of such training or make reasonable schedule adjustments. Management agrees to provide the Superior Officers Association with a list of core in service training courses subject to this section.


Article 23.1 shall reflect a change to Section A - 2 which shall read: All time worked beyond ten (10) hours in any one (1) work day or beyond forty (40) hours in any one (1) work week shall be considered overtime and compensated for at a rate of one and one half (1 ½) times the officers regular rate of pay, except that no overtime shall be paid when the officer does not work his regular assigned shift within the next twenty four (24) hours due to sickness.

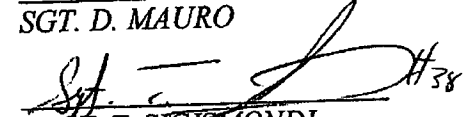
DATED: _____

Superior Officers Association

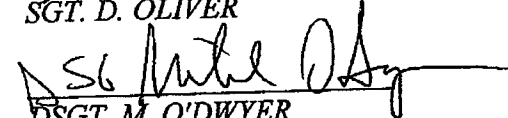

SGT. F. SIGISMONDI


SGT. R. SOSA

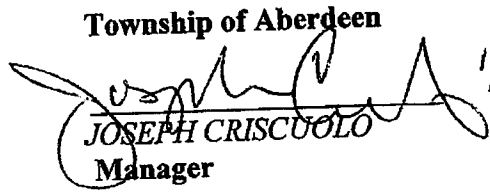

SGT. D. MAURO


TSGT. T. SIGISMONDI #38


SGT. D. OLIVER


DSGT. M. O'DWYER

Township of Aberdeen

 1/28/2009
JOSEPH CRISCUOLO
Manager



CC: TOWNSHIP ATTORNEY
SUPERIOR OFFICERS ASSOCIATION ATTORNEY

RESOLUTION NO. 2009-32

BE IT RESOLVED by the Township Council of the Township of Aberdeen that the Memorandum of Understanding dated December 2, 2008 between the Superior Officers Association of the Township of Aberdeen and the Township Manager is hereby affirmed for the period from January 1, 2009 to December 31, 2012.

BE IT FURTHER RESOLVED that the Mayor and Township Manager are hereby authorized to execute a formal contract embodying those terms as set forth in the December 2, 2008 Memorandum of Understanding.

ROLL CALL VOTE:

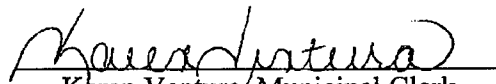
Ayes: Councilmen Drapkin, Perry, Tagliarini, Vinci and Mayor Sobel

Nays: None

Abstain: None

Absent: Councilman Raymond and Deputy Mayor Gumbs

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 meeting held on January 20, 2009



Karen Ventura, Municipal Clerk