

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWN OF PHILLIPSBURG AND
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 56**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 2nd day of May, 2023 by and between the TOWN OF PHILLIPSBURG ("Town") and POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 56, (Patrolmen) ("Association"), is established for the purposes and mutual understandings set forth below. Any Article not modified hereinbelow shall remain unchanged.

<u>Cover Page</u>	New dates of the contract to be January 1, 2021 -December 31, 2025
<u>Preamble</u>	Update with appropriate dates.
Article II.	<u>Add Definition for "Third Party Overtime,"</u> defined as overtime paid by a company, business, organization or other outside source other than the Town of Phillipsburg, at a rate agreed upon by the town and the PBA and as ordained in Chapter 105, Article IV.
Article III.	<u>Policeman's Rights</u> -Increase number of PBA Representatives permitted to take time off to attend negotiations from 2 to 3.
Article VII.	<u>Holidays</u> -Designate Memorial Day as last Monday in May, as opposed to May 30 th . Add Juneteenth (June 19 th) to list. Cap established and recognized Holidays at 15 with no other future established State Holidays to be added without an existing Holiday being removed.
Article VII.	<u>Vacation</u> – Add four (4) additional days to the vacation schedule which shall have no cash value upon retirement and shall be “use it or lose it” in the calendar year. The taking of said days shall not result in shift overtime.
Article VIX	<u>Leave of Absence Without Pay</u> - Replace "New Jersey Department of Personnel" with "New Jersey Civil Service Commission."
Article X.	<u>Sick Leave- A</u> - In second sentence, consistent with the Civil Service definition of “immediate family” set forth in <u>N.J.A.C. 4A:1-1.3</u> , revise interpretation of immediate family as follows: "Immediate family" means an employee's spouse, domestic partner, civil union partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household or any other individual whose close association with the employee is the equivalent of a family relationship, such as a step-relative.
Article X	<u>Sick Leave - B (3)</u> - Replace fifteen (15) days with one hundred and eighty (180) hours. Replace 1 ¼ days with fifteen (15) hours.
Article X	The Agreement shall be amended to reflect sick leave payout to be made in accordance with State Law and also as determined in Arbitrator Harper's decision in Town of Phillipsburg and PBA Local 56, Docket No. AR-2022-168.
Article XI	<u>Funeral Leave - 1D</u> - In the second sentence add "or other memorial services" after funeral. Consistent with Town's counterproposal, add sentence at end stating, "Funeral Leave can only be used in one segment (5 working days, 3 working days or 2 working days) for each death."

Article XV Overtime - C - In the third sentence, add the word "be" following "may."

Article XX Implement new salary guides "A" and "B".

Salary guide "A" shall be applicable to all current members of the Department and salary guide "B" shall be applicable to all members of the Department hired after the execution date of the new agreement.

Salary guide "A" and "B" are attached hereto.

Increase stipend for Officers assigned to Detective Bureau, Criminal Investigation Bureau or Special Operations by \$500. There shall be no double dipping and an officer shall only be entitled to receive one stipend.

Article XXI Increase annual increment \$250 per guide for existing members. New hires after the ratification of the new agreement shall not be entitled to longevity pay and same shall be eliminated.

TERM OF AGREEMENT

The Agreement shall be for five (5) years, retroactive to January 1, 2021, and remain in effect until a successor agreement is negotiated.

NOTICES

All notices, reports, statements, request or authorizations required to be given herein shall be personally delivered or sent by first-class mail to the parties at the following addresses, unless a party has been notified of a change of address:

Town of Phillipsburg:	In person or by mail at: 120 Filmore Street Phillipsburg, New Jersey 08865
With copy to:	Richard W. Wenner, Esq. Lavery, Selvaggi, Abromitis & Cohen, P.C. 1001 Route 517 Hackettstown, New Jersey
Policemen's Benevolent Association Local No. 56:	Town of Phillipsburg 120 Filmore Street Phillipsburg, New Jersey 08865
With copy to:	Daniel J. Zirrith, Esq. Law Offices of Daniel J. Zirrith L.L.C. 241 Forsgate Drive, Suite 109 Monroe Township, New Jersey 08831

AMENDMENTS

The parties hereto agree that this MOU may only be amended, supplemented, changed, modified, or altered upon mutual agreement of the parties hereto in writing.

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ENTIRE AGREEMENT

The parties hereto agree that this MOU represents the entire agreement between the parties. All negotiations, oral arguments, and understandings are merged herein.

IN WITNESS WHEREOF, the parties to this MOU have subscribed their names hereto on the day and year listed.

Witness

Town of Phillipsburg

By: _____

By: _____

Date: _____

Witness

**Policemen's Benevolent
Association Local No. 56**

By: _____

By: _____

Date: _____