

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

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 25 day of June, 2018 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.

PBA 56 PROPOSALS - CLOSED ITEMS

- Article I. A. Include the word civilian.
Closed. The Town has agreed to insert the word "civilian" between the word "other" and "employees".
- Article II. Scheduled Duty Change- go from 24 to 72 hours.
Closed, no change.
- Article III. E. 20 days of full release time for Delegate.
Closed. We have agreed to eighteen (18) days of full release time for the Delegate.
- Article IV. A. Use of Bulletin Boards and secure Township email system.
Closed, no change.
- Article VII. A. Merge the grids.
Closed. Grids will merge (to the higher) and one (1) day will be added to the steps as well.
- Article VII. I. Omit in entirety.
Closed. We have agreed to reduce the time to five (5) days and will be deleting the second sentence.
- Article VII. K. Increase from one emergency day to two emergency days.
Closed. We agreed to increase the use of emergency vacation days from one (1) day to two (2) days.
- Article VIII. A. Holidays
Closed. Holidays determined by calendar year
- Article X. Conform the sick leave policy with that of vacation time policy for length of days.
Closed. We have agreed to change B (2) to a day for day use of sick leave.
- Article XI Delete term permanent throughout Article. In-laws to be included in paragraph A Brother and sister in law to be included in paragraph B.
Closed. We have agreed to delete the term permanent throughout this Article. We have also agreed to include "in law" in paragraph A and "brother and sister in law" to be included in paragraph B of said Article.
- Article XIII Seniority accrues while officer is away on training or active duty. Paragraph C to be re-written.



- Closed. We have agreed to acknowledge that seniority accrues while the Officer is away on training or active duty and we have agreed to delete paragraph C.**
- Article XIV Increase to \$1,000.
Closed. Increased to \$750.00.
- Article XV Set new guide for overtime occasioned by 3rd party. Rate of pay to start at top step.
Closed. We have agreed to set up new guide for overtime pay occasioned by off duty third party employment to be at the top step of pay.
- Article XVI Set new minimum at 3 hours.
Closed, no change.
- Article XVIII 2. Negotiate in good faith with the PBA.
Closed. The parties have agreed to negotiate in good faith.
G. Increase reimbursement for eye care to \$400.
Closed. The eye care has been increased for reimbursement from \$200 to \$300.
- Article XVIII A. Change of insurance requires equal to or better than the existing plan.
Closed, no change.
- Article XVIII 3. Employee contributions return to pre Chapter 78 rates.
Closed, no change.
- Article XX Salary increased to be negotiated through salary guide.
Closed. 2016-2018 1.85% across the board. 2019 and 2020, 2.0% across the board.K-9 stipend of \$5,000 per annum
Closed. We have agreed to a \$5,000 per annum K-9 stipend.
Det. and Special Ops stipend of \$5,000 per annum
Closed. Stipend of \$3,000.00 per annum. No double dipping (i.e., Det. who is also working Ops not entitled to stipend for both).
- Article XXI Increase annual increment \$250 per guide. Include language that longevity shall be part of pensionable base salary.
Closed, no change.
- Article XXIII Breakfast 10 Lunch 15 Dinner 25
Closed. We have agreed to increase meal reimbursement of \$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner.
- Article XXIV Step two filed with Public Safety Committee of Township Committee as a whole.
Closed. We have agreed to change the grievance language by replacing public safety committee with the Mayor.
- Article XXXII **Closed, no change.**

***All changes covered in this agreement will be retroactive.

TERM OF AGREEMENT

The Agreement shall remain in effect until terminated by the parties.

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:
675 Corliss Avenue
Phillipsburg, New Jersey 08865

With copy to: Richard W. Wenner, Esq.
1001 Route 517
Hackettstown, New Jersey

Policemen's Benevolent Town of Phillipsburg
Association Local No. 56: 675 Corliss Avenue
Phillipsburg, New Jersey 08865

With copy to: Jeffrey Ziegelheim, Esq.
8 S. Maple Avenue
Marlton, New Jersey 08053

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: Victoria Klemes
7-4-2018

By: [Signature]

Date: 6-25-18

Witness

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

By: [Signature]

By: [Signature]

Date: JUNE 25, 2018

[Handwritten initials]