

AGREEMENT

Between

BOROUGH OF DEAL
COUNTY OF MONMOUTH

And

DEAL LOCAL 101
POLICEMEN'S BENEVOLENT ASSOCIATION

JANUARY 1, 2013 through DECEMBER 31, 2016

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PREAMBLE

This Agreement having been entered into on the dates next to the signatures on the signature page, by and between the BOROUGH OF DEAL, in Monmouth County, a Municipal Corporation of the State of New Jersey, hereinafter called the “Borough”, and DEAL POLICEMEN’S BENEVOLENT ASSOCIATION Local 101, hereinafter called the “Association” or “P.B.A.”, represents the complete and final understanding on all bargainable issues between the Borough and the Association.

Whereas, the Borough and the Association recognize and declare that providing police protection of the utmost quality to the Borough is their mutual aim; and,

Whereas, the parties have reached certain understandings, which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, the parties do hereby agree as follows:

ARTICLE I

RECOGNITION

A. The Borough hereby recognizes the Association as the sole and exclusive collective representative for collective negotiations concerning wages, benefits, and all other terms and conditions of employment, for all officers in the Police Department of the Borough except the Chief of Police.

B. The title of “policeman” or “employee” shall be defined to include the plural as well as the singular and to include males and females. Use of the word “employee”, “policeman”, “member” or “officer” shall be intended to include all persons of the bargaining unit.

ARTICLE II

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities and activities of its employees by utilizing the personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Borough after advance notice thereof to the employees.

4. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

B. Nothing contained herein shall be construed to deny or restrict the Borough in the exercise of its rights, responsibilities and authority under N.J.S.A. 40A, or other national, state, county or local laws.

ARTICLE III

EQUAL TREATMENT

A. The Borough and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Borough and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE IV

STRIKES

A. The Borough and the Association recognize the desirability of continuous and uninterrupted operation of all departments and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the term of this Agreement. The Association accordingly agrees, during the term of this Agreement, that it will not, nor will any person acting on its behalf, cause, authorize, or support, nor will any of its members take part in, any strike for any purpose whatsoever.

B. In the case of a strike, the Borough may apply for an injunction against the Association.

C. The Association agrees that any strike is a material breach of contract.

ARTICLE V

PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by the Agreement. Such files are confidential records and shall be maintained by the Borough, and may be used for evaluation purposes by the appropriate Borough official.

B. Upon advance notice and within twenty-four (24) hours of the request, any employee may review his personnel file between the hours of 9:00AM and 5:00PM, Monday through Friday. However, this appointment for review must be made through the Chief of Police or his designated representative. This employee is entitled to a copy of any document, which is in his file.

C. Whenever a written complaint or charges concerning an employee or his actions is to be placed in his personnel file, a copy shall be given to him, he shall sign the original complaint acknowledging receipt, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom except by mutual agreement. Removal of any material from a personnel file by an employee shall subject that employee to appropriate disciplinary action

ARTICLE VI

ASSOCIATION RIGHTS

A. Upon twenty-four (24) hour prior notice to the Borough Administrator, the Association shall have the right to conduct meetings at reasonable times on municipal premises in addition to meeting in other locations. The Association shall be able to meet in the municipal courtroom, judge's chambers, or other rooms not being used by the Borough. The Association shall not be required to identify the persons who will be attending the meeting, although no employees shall be entitled to attend said meeting while on duty unless prior notification is given to the Chief of Police or his designated representative. Any employee attending a meeting while on duty shall remain ready for duty at all times and shall respond to all calls as required. No such meeting shall interfere with efficiency of police operations.

B. The Borough and the Association agree to be bound by the provisions of N.J.S.A. 40A:14-177, Convention Leave for Police Officers and Fire Fighters.

C. The Association President and/or his representatives shall have the right to meet with the Borough Administrator, the Chief of Police and/or other Borough officials as appropriate if on duty and shall not interfere with the efficiency of police operations.

D. The Association shall be furnished with copies of all directives, orders, rules and regulations, and procedures which are in writing for employees covered by this Agreement. Said copies shall be furnished to the Association President, Delegate or designee of the Association within one (1) week of their promulgation.

E. The State Delegate shall have the right to attend monthly State, County, and local Association meetings without loss of pay. The Association President or his designee and the State Delegate or his designee shall have the right to attend the State Association Convention, and the State Mini-Convention without loss of pay. The Association may request additional time off to attend other functions from the Chief of Police or his designee.

F. The Association shall have the right to use the interborough mail facilities and mail boxes, the Borough telephones (except all toll calls shall be logged in as is current custom and practice), fax machines, copy machines and any and all other such office equipment that has been the custom and practice of the Association to use, as is reasonable and necessary, without approval of the Borough Administrator or management personnel. The right to use said facilities shall be limited to Association Business.

G. The Association negotiating committee and Association representatives (whichever is appropriate) should be allowed to attend meetings with its Attorney, with Borough representatives, with an arbitrator, and with PERC without loss of pay, so long as it does not interfere with the efficient operation of the police department, which shall be liberally construed to allow Association attendance at these meetings and hearings.

ARTICLE VII

BULLETIN BOARDS

A. The Borough agrees to furnish space for a bulletin board in the work area to be used by the Association, which space shall be no longer than four (4) feet by five (5) feet, for the posting of notices related to meetings, Association business and related matters only.

B. Only material authorized by the signature of the Association President, Delegate or alternate shall be permitted to be posted on said bulletin board.

C. The Borough may have removed from the bulletin board any material, which does not conform with the intent of the above provisions of the Article after prior notice to and discussions with the Association President or his representative.

ARTICLE VIII

COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining with respect to salary and all other terms and conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient to both parties, at the request and consent of either party.

C. No more than three 3 Association representatives shall be excused from their work assignment without loss of pay to participate in mutually scheduled collective bargaining meetings between the Borough and the Association, upon prior notice to and approval of the Chief of Police, provided the conduct of said negotiations does not diminish the efficiency of the Police department; require the recall of off-duty policemen to achieve same, or; create an overtime situation.

ARTICLE IX

SENIORITY

A. A master list of seniority based on the date of hire shall be maintained and a copy supplied to the Association in April of each year. The list shall indicate the official seniority status of each member of the Police Department.

ARTICLE X

VACANCIES AND PROMOTIONS

All vacancies and promotional opportunities which occur within the Police Department, in positions covered by this agreement shall be filled in accordance with all applicable Borough rules and regulations and New Jersey Statues.

ARTICLE XI

FALSE ARREST AND LIABILITY INSURANCE

A. The Borough shall keep in effect false arrest and liability insurance to completely cover each employee acting in the performance of his duty and for any litigation arising out of claims regarding an employee's actions in the performance of his duty.

B. Since employees of this Department are required by accepted tradition and policy to volunteer to suppress criminal acts and assume other law enforcement responsibilities at all times, whether on duty or not, the Borough agrees to obtain such false arrest and liability insurance which shall provide coverage to the employee for acts pursuant to this policy occurring beyond regular duty assignment. In the event that such coverage is not obtained the Borough agrees to provide legal defense for an employee against whom a civil claim or suit is instituted.

C. The Borough agrees to bound by the provisions of N.J.S.A. 40A:14-155. In all cases where an employee has a right to legal representation pursuant to said statute, the employee may retain an attorney of his or her choice, and the attorney shall be paid an hourly rate of \$150.00.

ARTICLE XII

AGENCY SHOP

A. An employee of the Deal Police Department not wishing to belong to the Association shall have deducted from his wages the sum equal to eight-five (85) percent of the Association dues, which shall be remitted twice monthly to the Association by the Borough Treasurer.

B. If there is any employee subject to Section A, then the Association Treasurer shall notify, in writing, the Borough Treasurer the amount of annual dues.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. 1. The term “grievance” as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

2. No grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. This provision does not diminish or waive any employee’s right to obtain relief through any other administrative agency or judicial forum with respect to matters not encompassed by the arbitration process incorporated herein. This shall include the right to file Unfair Practice Charges, Prerogative Writs, and other appropriate actions.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step 1: The aggrieved or the Association shall institute action under the provisions hereof within thirty (30) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Borough, in an informal manner with the Chief of Police.

The Chief of Police shall respond within five (5) days of the initiation of Step 1. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance. Any matter involving a monetary issue shall be forwarded to the Borough Administrator for approval.

Step 2: If no agreement can be reached within five (5) calendar days of the initial discussion, the employee of the Association may present the grievance in writing within fifteen (15) calendar days thereafter to the Borough Administrator, or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Borough Administrator, or his designated representative, will acknowledge receipt of the grievance, by signing and dating the grievance, and answer the grievance in writing within seven (7) calendar days of the receipt of the written grievance.

Step 3: If the Association wishes to appeal the decision of the Borough Administrator, such appeal shall be presented in writing to the Commissioner of Public Safety within ten (10) calendar days thereafter. The Commissioner of Public Safety shall respond to the grievance, in writing, within fourteen (14) calendar days of its submission.

Step 4: If the grievance is not settled through Steps 1, 2, or 3, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission within thirty (30) calendar days of the receipt of the response from the Commissioner of Public Safety. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

D. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

E. Upon prior notice to and authorization of the Chief of Police, the designated Association representative shall be permitted as members of the grievance committee to confer with the employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Borough or require the recall of off-duty employees.

F. The time limits expressed herein shall be adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not appealed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision any step in the grievance procedure, then the grievance shall be deemed to be denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE XIV

HOURS OF WORK

A. Effective January 1, 2010, the present work schedule will be based on a 12 hour daily schedule and shall be evaluated annually on December 1st of each year of this agreement to determine if it should be renewed for the following year. Any Changes to this schedule shall be mutually agreed upon by the Borough and the P.B.A.

B. 1. Notwithstanding the provisions of Section A. above, the Borough shall have the right to change the standard workweek schedule, work shifts, starting and stopping times, etc., at its sole discretion, as the Borough determines is necessary for the efficient and effective operation of the Department.

2. If any of the above provisions are deemed negotiable, the Borough agrees to negotiate the impact of any said negotiable changes with the Association.

C. The Borough has the right to change the work shift of any employee for any reason whatsoever. However, the Borough shall give an employee a minimum of thirty-six (36) hours notice prior to any shift change, except in case of unforeseen circumstances where no notice need be given, employee's sick leave, personal leave, and injury leave will not be an unforeseen circumstance. If the Borough fails to give the required notice, the employee shall be paid at the rate of one and one-half (1 ½) times his regular base rate of pay for said shift.

D. Employees may, at their discretion, voluntarily switch or swap shift assignments with one another. However, all such switches and/or swaps of shift assignments shall occur with notice to the Chief of Police or his designee, and prior approval, which approval should not be unreasonably withheld and shall be for legitimate management reasons.

E. School time whenever an officer attends training on his day off, or days which encompass his days off, for a school covering multiple days, the Chief of Police will equalize the appropriate time off. The officer will be given the appropriate number of hours off at the discretion of the administration and where it will not create overtime. For all purposes, a training day will be considered a full day of work regardless of the hours attended unless revoked by the Chief of Police for a staffing emergency.

F. Vacation Equalization Time. The difference between the annual earned vacation time calculated at 12 hours and 104 hours will be issued to the member in the form of Vacation Equalization Time in hours to be used as comp time with the approval of the Chief, will not create an overtime situation and must be used during the year issued.

ARTICLE XV

OVERTIME

A. The Borough agrees that overtime consisting of one and one-half (1 ½) times the employee's regular base rate of pay shall be paid to all employees for hours worked in excess of the normal work day (currently 12 hours) and the scheduled work week.

B. Employees shall not be paid overtime for hours of work in excess of their normal day unless such overtime is authorized by the Chief of Police or the officer in charge of the shift.

C. Where overtime in accordance with the above sections is earned, the employee may, at his option, elect to accumulate compensatory time off, at the same one and one-half (1 ½) rate. This compensatory time shall be taken upon prior notice to the Chief of Police or his designee and pursuant to subsection H below.

C.2 Any employee who has 480 or less compensatory hours cannot be ordered to take any time off. In other words, any employee who has 480 hours or less may use that time at his or her discretion, subject to the Chief's approval as per current custom and practice.

D. Overtime shall be calculated in fifteen (15) minute increments. Employees shall be credited with fifteen (15) minutes of overtime for every fifteen (15) minutes, or portion thereof, of overtime worked. If an employee works from one (1) to fifteen (15) minute's overtime, then he shall be paid for fifteen (15) minutes of overtime. If an employee works sixteen (16) to thirty (30) minutes of overtime, then he shall be paid for thirty (30) minutes of overtime. If an employee works thirty-one (31) to forty-five (45) minutes of overtime, then he shall be paid for forty-five (45) minutes of overtime. If any employee works forty-six (46) to sixty (60) minutes of overtime, then he shall be paid for sixty (60) minutes of overtime.

E. In the event an employee is called in to duty other than for his normal assignment, or any employee whose presence is required to be in any court, not including civil actions, including Municipal, County, Superior, or any Administrative Hearing including the Department of Motor Vehicles, at anytime other than when the employee is normally on duty, he shall be paid overtime at time and one-half (1 ½) for all time worked during such periods, but in no case shall he be paid less than two (2) hours at this rate, so long as said call in is not contiguous with the employee's regular shift. If the call is contiguous with the employee's regular shift, overtime will be paid only for the time worked. The Borough has the right to keep an employee called into work on duty for the two (2) hour period for which he is being paid.

F. Overtime shall be paid in the pay period immediately following the pay period in which it is earned.

G. When an officer works overtime or is required to attend training on a shift he is not scheduled to work, the officer may select to accumulate compensatory time at a rate of time and one half or select to be paid at a rate of time and one half.

H. If an employee requests time off, overtime return, compensatory time, personal day(s), and individual vacation days, the request may be granted by the Chief of Police or his designee.

I. "On Call Duty" The following shall apply:

1. One Sergeant will be on call each month in the event of an emergency and will be compensated with 8 hours of comp time.

2. An investigator will be on call each month and will be compensated with 8 hours comp time

ARTICLE XVI

SALARIES

A. Effective January 1, 2013 and thereafter all employees shall receive an annual base salary as follows:4

<u>Classification</u>	<u>Salary</u>			
	2.0% January 1, 2013	2.0% January 1, 2014	2.0% January 1, 2015	2.0% January 1, 2016
Captain	116,122	118,444	120,812	123,228
Sergeant	107,322	109,468	111,657	113,890
Patrolman-Max	101,970	104,009	106,089	108,210
Patrolman-6 th Year	82,448	84,097	85,778	87,493
Patrolman-5 th Year	73,825	75,301	76,807	78,343
Patrolman-4 th Year	70,356	71,763	73,198	74,661
Patrolman-3 rd Year	62,220	63,464	64,733	66,027
Patrolman-2 nd Year	53,132	54,194	55,277	56,382
Patrolman-1 st Year	42,340	43,186	44,049	44,929

ARTICLE XVII

LONGEVITY

A. All employees hired prior to August 1, 2005 will receive (beginning January 1, 2005), in addition to base salary, annual longevity payments in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY</u>
Upon completion of 5 years and up to completion of 10 years:	3%
Upon completion of 10 years and up to completion of 15 years:	6%
Upon completion of 15 years and up to completion of 20 years:	9%
Upon completion of 20 years and up to completion of 23 years:	12%
Upon completion of 23 years and thereafter:	15%

B. All employees hired on or after August 1, 2005 will receive, in addition to base salary, annual longevity payments in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY</u>
Upon completion of 10 years and up to completion of 15 years:	\$ 5,000
Upon completion of 15 years and up to completion of 20 years:	\$ 7,500
Upon completion of 20 years and up to completion of 23 years:	\$10,000
Upon completion of 23 years and thereafter:	\$12,500

ARTICLE XVIII

SICK LEAVE

A. Employees shall be granted sick leave with pay in the amount of one (1) 8 hour day for every month of service during the first year of employment, and one and one-quarter (1 ¼) 8 hour days for every month of service in every calendar year thereafter. If any employee requires none of or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his or her credit from year to year, and such employee shall be entitled to such accumulated sick leave, with pay, if and when needed. The Borough may extend sick leave.

B. An employee absent on sick leave shall report his absence at least two (2) hours prior to the start of his shift except where emergency circumstances prevent the employee from doing so. In those instances, the employee shall report his absence as soon as possible. Employees who normally report to work at eight (8:00) a.m. shall report their absence at least one (1) hour prior to the start of their shift.

C. The Chief of Police may require a proof of illness of employees on sick leave whenever such requirement appears reasonable. If proof of illness is required of an employee who has used eight (8) or fewer sick days during the calendar year, the Borough shall pay any required fee for the doctor's note not covered by the employee's health insurance. If the employee has used nine calendar days, the employee shall be required to pay any required fee for the doctor's note. Abuse of sick time may be cause for disciplinary action. The following conditions may require a doctor's note:

1. An employee who is absent on sick leave for three (3) or more consecutive days,

2. On a day immediately prior to an “unavailable for duty” day off. An unavailable for duty would consist of Vacation, Military Duty, Suspension, Leave of Absence, Personal, Bereavement, Union Business, Excused without pay, Compensatory Time and Medically Excused.
3. On the day immediately after an “Unavailable for duty” day off.
4. On a day an employee has been “ordered” to work.
5. For the employee’s birthday
6. For contractual holidays
7. Pattern Days. For example: repeated absence on the same day of the week or month (i.e. 1st Monday of June and 3rd Monday in June or 1st Monday in June and 1st Monday in July). Repeated absence on the same date of the month (i.e. 15th of June & 15th of July). Repeated absence on the same day of the year (i.e. employee’s wedding anniversary). A pattern Day will be described as occurring on 3 or more occasions.

D. The Chief of Police may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough, by a physician designated by the Borough.

E. In cases of leaves of absence ordered by the Monmouth County Health Department due to exposure to contagious disease, a certificate from the County Health Department shall be required before the employee may return to work, and time lost will not apply to sick leave or any loss of pay.

F. An employee who terminates his or her employment with the borough, or whose employment is terminated by the Borough, shall be entitled to sick leave on a pro-rated basis for that year.

ARTICLE XIX

INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing reinjury or a new injury.

B. 1. When an employee requests injury leave, he or she shall be placed on “conditional injury leave” until a determination of whether or not an injury or illness is work related and the employee is entitled to Injury leave is initially made by the Borough’s Workmen’s Compensation carrier, with the final determination, if necessary, to be made by the Workmen’s Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced up to 100 days sick time to cover the absence. If the employee retires from the Department in accordance with the N.J. Police and Firemen’s Retirement system, the sick days advance (up to 100 days) by the Borough will be offset in full by the sick days accrued after his return to service from said injury.

If the employee leaves the employ of the Borough for any reason other than retirement prior to reimbursing the Borough for such advanced time, the employee shall be required to reimburse the Borough for such advanced time.

2. When an employee is granted either “conditional injury leave” or “injury leave”, the employee is only entitled to his or her normal, regular compensation, including pension payments. The employee shall surrender and deliver any compensation disability or other payments to the Borough and receive his or her entire normal compensation, including pension payments.

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report within twenty-four (24) hours thereof, if possible, to the Chief of Police or the Officer-in-Charge.

D. It is understood that the employee must file an injury report with the Chief of Police or Officer-in-Charge so that the Borough may file the appropriate Worker’s Compensation Claim.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Borough may reasonably require the employee to present such certificate from time to time.

ARTICLE XX

TERMINAL LEAVE

A. All employees, employed on or before December 31, 1995, retiring pursuant to the Police and Firemen's Retirement System shall be paid for fifty (50%) percent of their unused accumulated sick leave as terminal leave pay. All terminal leave payments are computed upon the employee's base rate of pay at the time of retirement. In addition, all employees hired on or after January 1, 1996, shall accumulate no more than 100 sick days for payment pursuant to this Article.

1. Employees hired on or after January 1, 1996, shall be paid for no more than 100 accumulated sick days. After accumulating 100 days of unused sick time, employees hired on or after January 1, 1996 shall have the option of receiving payment at the then current rate of pay for any unused sick time in the calendar year or continue to accumulate the unused sick time. Payment for unused sick time shall be paid in December.

B. In order for an employee to be eligible for the benefits enumerated in Section A of this Article, the employee must be eligible for full retirement under the P.F.R.S. and must have been in the service of the Borough's Police Department for a minimum of fifteen (15) years. At the discretion of the Borough, an employee may also become eligible for the terminal leave benefits enumerated in Section A of this Article if the employee is eligible for disability retirement under the P.F.R.S., or in case of death.

C. An employee terminating his employment for any reason other than retirement under the P.F.R.S. shall not be reimbursed for any unused accrued sick leave

D. Terminal leave shall be paid in one (1) lump sum at the employee's base rate of pay at the beginning of the terminal leave period. Employees shall not continue to accrue any additional benefits, including salary increases, while on terminal leave.

ARTICLE XXI

EDUCATIONAL REQUIREMENTS

- A. All members of the Deal Police Department hired after September 11, 2007 shall have a minimum of an Associate's Degree from an accredited College.
- B. All members of the Deal Police Department promoted after January 1, 2010 will have a minimum of an Associates degree from an accredited college. The following current members will be exempt from this requirement:

Jeffery Henry

James Ammaturo

Mathew Sharin

Vincent Volek

Joseph Ammaturo

- C. All members of the Deal Police Department awarded a degree from an accredited college will receive the following additional pay as a part of their annual salary:

Bachelors Degree: \$1000.00

Masters Degree: \$2000.00

Doctorate: \$3000.00

ARTICLE XXII

VACATIONS

A. All permanent, year-round, full-time employees shall be granted the following vacation leave:

Years of Service	Vacation Days for the Following Year
One*	11
Two	11
Three	11
Four	11
Five	11
Six	16
Seven	16
Eight	16
Nine	16
Ten	16
Eleven	19
Twelve	19
Thirteen	19
Fourteen	19
Fifteen	19
Sixteen	21
Seventeen	21
Eighteen	21
Nineteen	21
Twenty	21
Twenty-One or more	25

**See Item H. "All employees must complete one (1) year of service to be eligible for vacation."*

B. Vacation period selection will be governed by traditional principles of seniority and by rank

C. Vacation requests must be submitted by the senior officer of the department within fourteen (14) calendar days after the vacation schedule is posted. Each subsequent vacation selection shall be made by seniority within seven (7) calendar days from the date when the immediate senior officer has selected. All such requests will be granted on seniority by rank basis. All vacation requests submitted after this time period shall be granted on a first-come-first-serve basis.

- D. 1. On September 1, of each year, a tentative annual work schedule for the following calendar year shall be provided to the PBA and each employee.
2. Primary vacation requests shall be submitted prior to December 1, for the following calendar year and shall be selected and scheduled on a seniority basis.
3. The Chief of Police or his designated representative shall post a finalized vacation schedule and notify the PBA and the employees in writing of the vacations schedule by January 1.
4. Any vacation requests submitted after December 1 for the following year shall be scheduled on a first-come, first-served basis. (This is Procedural.)
5. From June 15 through September 5 of each calendar year, only one employee shall be on vacation at a time. Any member requesting a summer vacation may only take one such vacation for a period not to exceed 14 calendar days for Patrolman, and seven calendar days for Sergeants, from June 15th to September 5th, except there shall be no vacations from July 2 to July 6. Summer vacations cannot be extended by the use of comp time in any form.
6. Vacation time cannot be cancelled by the Chief of Police or his designated representative unless there has been a declared State of Emergency and other major emergencies, and such emergency does not include having to pay employee overtime.
7. If any of the carryover vacation days from the previous year are not used, the Borough shall pay the employee for the unused vacation days up to a maximum of five days per year
- E. 1. Only one (1) supervisor will be on vacation at any one time
2. No more than two (2) employees will be on vacation at the same time.

F. An employee's vacation period may start any day of the week.

G. No vacation period shall be granted which includes more than one (1) of the following major holidays:

Thanksgiving Day
Christmas Day
New Year's Day

H. All employees must complete one (1) year of service to be eligible for vacation.

I. Exceptions for just cause from the provisions of Sections D through H may be made in the sole discretion of the Chief of Police.

J. In the event vacations leave or part thereof is not granted or requested, then such leave shall accumulate into the next succeeding calendar year only, and must be taken during that next succeeding year.

K. An employee who terminates his or her employment with the Borough, or whose employment is terminated by the Borough shall be entitled to vacation leave on a pro-rated basis for that year.

L. When "Comp Time" does not exist, one (1) 12 hour Vacation Day may be converted to 12 hours of Comp Time to be used with the approval of the Chief and will not create an overtime situation. This process may be repeated after each 12 hour period has been used.

ARTICLE XXIII

HOLIDAYS

A. All-fulltime employees shall receive on (1) additional day's pay for each of the following holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Election Day
	Individual's Birthday

B. Holiday pay shall be added to the employee's base pay and distributed as part of the employee's regular bi-monthly paycheck. The agreed to number of holidays shall be paid in equal amounts over the twenty-four (24) pay periods per year.

C. In addition to the above holidays, employees shall continue to receive Martin Luther King's Birthday as a compensatory holiday.

D. Employees working the following holidays will be credited with additional comp time paid at the rate of straight time for the shift worked.

Easter Sunday
Thanksgiving Day
Christmas Day

ARTICLE XXIV

PERSONAL DAYS

A. Effective January 1, 1994, all employees shall be entitled to one (1) personal day. Beginning January 1, 2005, all employees shall be entitled to two (2) personal days to be used at the discretion of each officer. The employee may use these personal days without being required to state the reason for its use.

B. Thirty-six (36) hours notice of the use of the personal day shall be required except in the event of an emergency.

ARTICLE XXV

BEREAVEMENT LEAVE

A. In the event that an employee's parent, spouse, child, grandparent, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law or any relatives listed in Section B who resided in the employee's household at the time of death, the employee shall be granted five (5) days off without loss of pay, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.

B. In the event that an employee's uncle, aunt, nephew, niece, brother-in-law or sister-in-law, grandmother-in-law, grandfather-in-law dies, the employee shall be granted three (3) days off without loss of pay, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.

C. Exceptions to this rule may be made at the sole discretion of the Chief of Police where the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted.

ARTICLE XXVI

HEALTH INSURANCE

A. The Borough agrees to continue to provide all employees with the present health insurance coverage. All employees will be required to comply with the contribution requirements set forth in Chapter 78, P.L. 2011.

B. The Borough agrees to continue to provide retired employees or any employees retiring during the life of this Agreement with health insurance coverage presently provided to retired employees.

C. Effective January 1, 1995, the Borough agrees to contribute up to a maximum of \$37.28 plus the cost of orthodontic maximum coverage per month per employee towards the premium for dental insurance coverage for the employee and spouse, said coverage to be the Delta Dental Advantage Plus Premier Program or the equivalent.

D. The Borough shall have the right to change insurance carriers so long as the Association is given written notice of the change at least 120 calendar days prior to the change becoming effective and as long as the benefits provided are the same as or better than the benefits provided by the New Jersey State Health Benefits Plan. The Borough shall fully disclose, to the PBA, the specifics and details of the new insurance plan at least 120 days prior to the change.

E. Employees hired on or after January 1, 1996, shall be eligible for health insurance coverage paid for by the Borough for the employee and spouse only. After one (1) year of service the Borough shall pay the health insurance for the employee, spouse and dependent children.

F. Employees, upon retirement, with 25 years or more of service credit in the PFRS or other State approved retirement system, shall continue to receive medical and health insurance coverage for the employee and family. All retirees shall retain all of the benefits under this collective bargaining agreement to which they retired.

ARTICLE XXVII

PENSION

The Borough shall continue to make contributions as provided for the pension and retirement benefits to employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to the provisions of the statutes of the State of New Jersey.

Article XXVIII

UNIFORMS

- A. Officers will be required to comply with department rules and regulations regarding uniform maintenance and appearance.
- B. Effective January 1, 1999, any and all changes to the police uniform/equipment as set forth in the current Official Uniform Regulations and Specifications, or future updated versions, shall be at the expense of the Borough.

ARTICLE XXIX

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation including Internal Revenue Service determination or court decision causes invalidation of any Article or Section of the Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate any such provisions.

ARTICLE XXX

FULLY BARGAINED AGREEMENT

A. The Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, except for all past practices which shall remain in full force and effect.

ARTICLE XXXI

DURATION

This Agreement shall be in effect as of and applied retroactively to the first day of January, 2013 to and including the 31st day of December, 2016. In the event that a new written contract has not been entered into between the employer and the PBA on or before the first day of January 2017, then all of the terms and conditions of this Agreement shall be in full force and effect unless and until a successor Agreement has been entered into.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, agreed to abide by the terms set forth in this document and set their hands and seals on the dates set forth below.

BOROUGH OF DEAL PBA
LOCAL NO. 101

BOROUGH OF DEAL

Brian Egan
President, PBA Local 101
Date:

Samuel M. Cohen
Commissioner Borough of Deal
Date:

ATTEST:

BOROUGH OF DEAL PBA
LOCAL NO. 101

BOROUGH OF DEAL

Matthew Sharin
State Delegate, PBA Local 101
Date:

James F. Rogers
Borough Administrator
Date: