

**EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF DEAL
AND
RONEN NEUMAN
TO SERVE AS CHIEF OF POLICE**

ARTICLE I **RECOGNITION**

THIS AGREEMENT, entered into on this 8th day of February 2019, by and between the Borough of Deal, in the County of Monmouth, New Jersey (hereinafter referred to as the "Borough"), and Ronen Neuman (hereinafter referred to as the "Chief of Police"), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargaining issues between the Borough and the Chief of Police.

ARTICLE II **MANAGEMENT RIGHTS**

The Borough hereby retains and reserves unto itself 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 of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE III **RESPONSIBILITIES OF THE CHIEF OF POLICE**

Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by the Board of Commissioners, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- a) Conduct and manage the day to day operations of the Police Department;
- b) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- c) Have, exercise, and discharge the functions, powers and duties of the police force;

- d) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- e) Prescribe the duties and assignments of all subordinates and other personnel; and
- f) Report at least monthly at the regular meeting(s) of the Borough , or by any such other forms as the Borough shall require, as to the operation of the police force during the preceding month.

ARTICLE IV **WORKWEEK**

- 1. The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief of Police shall work at least thirty five (35) hours per week.
- 2. The Chief of Police shall be entitled to utilize personal days as provided in Article X.

ARTICLE V **SICK LEAVE**

- 1. Sick leave is hereby defined to mean an absence from the post of duty by the Chief of Police, while in good standing, due to illness, accident, injury, disability, exposure to contagious disease, or the necessity to attend to and care for a seriously ill member of his immediate family.
- 2. In the event the Chief of Police requires leave due to any of the above-stated reasons, not caused by other employment or business ventures, he may request and shall be granted a leave of absence, with full pay, as herein provided.
- 3. Sick leave shall accrue for the Chief of Police at the rate of fifteen (15) working days in every calendar year of employment, and shall accumulate from year to year, to be used as set forth herein.

4. The Chief of Police shall be paid for no more than 100 accumulated sick days. After accumulating 100 days of unused sick time, the Chief of Police 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 January of the next year.
5. The Chief of Police, at his option, may be paid for a maximum of thirty (30) days from his sick leave bank if that balance is one hundred (100) days or greater as of December of that year. Payment shall be made no later than May of the succeeding year.

ARTICLE VI **INJURY LEAVE**

1. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this agreement, the Chief of Police shall be entitled to full pay for a period of twelve (12) months. If the Chief of Police exercises this right, he shall surrender to and deliver any workman's compensation salary payments to the Borough in order to receive his entire salary payment.
2. When injured while working, whether slight or severe, the Chief of Police must make an immediate report, if practicable, prior to the end of the shift. Failure to report any injury may result in the failure of the Chief of Police to receive compensation under this Article.
3. The Chief of Police shall be required to present evidence, by way of a certificate or report of a responsible physician, that he is unable to work, and the Borough may reasonably require the Chief of Police to present such a certificate or report from time to time.

4. If the Borough does not accept the certificate or report of the physician, the Borough shall have the right, at its own cost, to require the Chief of Police to obtain a physical examination and certification of fitness by a physician appointed by the Borough.
5. In the event the Borough's physician certifies the Chief of Police fit to return to active duty, injury leave benefits granted under this Article shall be terminated. However, if the Chief of Police disputes the determination of the Borough physician, then the Borough and the Chief of Police shall mutually agree upon a third physician, who shall then examine the Chief of Police. The cost of the third physician shall be borne equally by the Borough and the Chief of Police. The determination of the third physician as to the Chief of Police's fitness to return to active duty shall be final and binding upon the parties. In the event the third physician also certifies the Chief of Police fit to return to active duty, any injury leave benefits granted under this Article shall be terminated.
6. In the event the Chief of Police is granted any injury leave, the Borough's sole obligation shall be to pay the Chief of Police the difference between his regular pay and any compensation, disability, or other payments received from other sources.

ARTICLE VII

FUNERAL LEAVE

1. In the event of death in the Chief of Police's immediate family (herein defined as either a spouse, parent, step-parent, grandparent, sibling, child, foster child, step-child, grandchild, parent-in-law, daughter-in-law or son-in-law) or any other relatives residing in the Chief of Police's home, the Chief of Police shall be granted time off, without loss of pay, commencing no later than the day of the funeral, but in no event to exceed five (5) consecutive calendar days.

ARTICLE VIII
VACATIONS

1. The Chief of Police shall be entitled to the following vacation leave:

2015-2019	21 days
2020-	25 days

2. The Chief of Police shall be entitled to schedule his vacation time, provided that the Chief of Police shall not take vacation leave unless [subordinates] are available to assume control of, and responsibility for, the operation of the Police Department. In addition, the Chief of Police shall not schedule his vacation time during any time period where planned events shall require the presence of the Chief of Police
3. In the event vacation 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.

ARTICLE IX
HOLIDAY TIME

1. The Chief of Police shall be entitled to thirteen (13) paid holidays per calendar year during the term of this contract which shall include the following holidays:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Individual's Birthday	Veteran's Day
Easter Sunday	Thanksgiving Day & Friday
Memorial Day	Christmas Day
Independence Day	Election Day

2. When any of these holidays shall occur on a Saturday, the holiday shall be observed on the Friday immediately preceeding such Saturday. When any of these holidays shall

occur on a Sunday, the holiday shall be observed on the Monday immediately following such Sunday.

ARTICLE X

PERSONAL DAYS

1. The Chief of Police may utilize two (2) days a year for leave for personal, business, household, or family matters as described below, and such leave shall not accumulate from year to year.

ARTICLE XI

INSURANCE, HEALTH, WELFARE AND EYE EXAMINATIONS

1. The Borough shall maintain medical insurance coverage for the benefit of the Chief of Police and his family (herein defined as a spouse and dependent) at levels of not less than those presently in effect. The Borough shall have the right to change insurance coverage so long as it is substantially similar to, or improved upon, the benefits currently provided. At no time shall the Chief of Police receive less medical insurance coverage than that which is received by any other member of the Police Department.
2. Upon retirement, and after twenty five (25) years of police service credit in PFRS, the Chief of Police and his family shall be entitled to receive, at no cost to him, insurance coverage at levels not less than those presently in effect along with a drug prescription plan, as though the Chief of Police were still employed by the Borough. Upon his death, his spouse will receive insurance coverage as if the Chief of Police were still living, so long as she does not remarry. This will also be provided at no cost to the Chief of Police or his spouse.
3. The Borough agrees to contribute up to a maximum of \$37.28 plus the cost of orthodontic maximum coverage per month towards the premium for dental insurance coverage for the

Chief of Police and spouse, said coverage to be the Delta Dental Advantage Plus Premier Program or the equivalent.

4. The Chief of Police shall contribute 25% of the cost of his health insurance coverage and the Borough of Deal shall contribute 75% of the cost of the respective health insurance coverage.

ARTICLE XII **LEGAL AID**

The Borough shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney may be made by the Chief of Police, subject to the approval of the Borough, and such approval shall not be unreasonably withheld by the Borough. The Borough shall similarly be responsible for the indemnification and counsel in connection with all claims, including compensatory and punitive damages, for action filed subsequent to the expiration of this agreement provided the actions complained of occurred during the Chief of Police's employment by the Borough and were performed and within the scope of his duties as Chief of Police.

ARTICLE XIII **CLOTHING ALLOWANCE**

1. Officers will be required to comply with department rules and regulations regarding uniform maintenance and appearance.
2. 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.
3. It shall be left to the professional discretion of the Chief of Police as to when he should wear a formal or informal uniform or plain clothes.

ARTICLE XIV
PERSONAL CAR

1. In recognition of the duties and functions the Chief of Police is expected to perform, and in acknowledgement thereof and the Borough's desire to maintain communication with the Chief of Police consistent with the need to protect public health, safety, and welfare in the event of an emergency, sudden event, or other unforeseen circumstance, the Borough agrees to supply the Chief of Police with an unmarked automobile to be used for police work. The make and model of the automobile shall be determined by the Borough. However, it shall be a full-sized, four door car and shall be equipped with such equipment as is needed for police work.
2. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief of Police.
3. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs.
4. The automobile shall not be used by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

ARTICLE XV
SALARY

Commencing on January 1, 2019, the base salary of the Chief of Police shall be \$143,431.53.

January 1, 2020:	\$149,168.79
January 1, 2021:	\$153,643.86
January 1, 2022:	\$159,789.61
January 1, 2023:	\$164,583.30
January 1, 2024:	\$166,229.14

ARTICLE XVI
LONGEVITY

1. The Chief of Police shall be paid, in addition to and together with his annual base salary, additional compensation based upon the length of his service and determined according to the following schedule:

<u>Years of Service</u>	<u>% of Annual Base Salary</u>
Upon completion of twenty one (21) years	12 %
Upon completion of twenty four (24) years	15%

2. Longevity pay shall be applied on the basis of the Chief of Police's anniversary date of employment. Payment shall be made bi-monthly, the same as other salary, and deductions shall be made so that this additional pay may be counted towards the final average salary for pension purposes.

ARTICLE XVII
EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

1. The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature. All expenses, such as

travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Borough. In no event shall the Borough be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities.

2. The Borough agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference. The expenditures for the above-named conferences must be submitted and approved in advance by the Board of Commissioners. If the Chief of Police attends a conference at the Borough's expense, the Chief of Police shall provide the Borough with proof of expensed for attending such conference, by way of receipts or vouchers.
3. The Borough also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, and the International Association of Chiefs of Police.
4. The Borough agrees to grant time off and pay all expenses incurred by the Chief of Police in attending any meeting of the above-named associations.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

1. The Chief of Police will receive \$1,000 for his Bachelors Degree as part of his annual salary. In the event the Chief of Police obtains a Masters Degree from an accredited college, the Chief of Police will receive \$2,000.
2. The Borough shall continue to make contributions as provided for the pension and retirement benefits for the Chief of Police under the Police and Firemen's Retirement System pursuant to the provision of the statues of the State of New Jersey.

ARTICLE XXIX
SEPARABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX
FULLY BARGAINED PROVISION

This 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. 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, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XXI
CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Borough Charter, Ordinances, or Rules and Regulations of the Police Department for the Borough, and any present or past benefits which the Chief of Police customarily enjoys, but that have not been specifically included in this agreement, shall be continued.

ARTICLE XXII
TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 2019 and shall remain in effect to, and including, December 31, 2024. This contract will remain in force until such time as it is re-negotiated by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

**CHIEF OF POLICE
FOR THE BOROUGH**



Ronen Neuman

**ON BEHALF OF THE
BOROUGH**



Samuel M. Cohen
Mayor Borough of Deal



Stephen Carasia
Borough Administrator

DATED: 2/8/19_____