

EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF OCEANPORT AND
MICHAEL P. KELLY TO SERVE AS

CHIEF OF POLICE

JANRUARY 1, 2021 THROUGH AND INCLUDING DECEMBER 31, 2024

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PREAMBLE

THIS AGREEMENT entered on this 1st day of January, 2021, by and between the Borough of Oceanport, in the County of Monmouth, State of New Jersey (herein after referred to as "Borough"), and Michael P. Kelly (hereinafter referred to as "Chief of Police"), to 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 issues between the Borough and the Chief of Police.

ARTICLE I

SEVERABILITY AND SAVINGS CLAUSE

If any provisions of this Agreement between the parties shall be held by operation of law or by a Court or Administrative Agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect.

ARTICLE II

RESPONSIBILITIES OF THE CHIEF OF POLICE

Pursuant to state law, Title 40, the Ordinances of the Borough and the regulations and policies established by the Borough, the responsibilities of the appointed Chief of Police shall include:

- 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. Exercise and discharge the functions, powers, and duties of the Police force.
- d. Delegate his authority as he may deem necessary for the efficient operation of the police force to be exercised under his direction and supervision.
- e. Prescribe the duties and assignments of all subordinates and other personnel.
- f. Report at least monthly to the Borough Public Safety Committee and/or Chair of said Committee, or by any such other forms as the Borough shall require, as to the operation of the police force during the preceding month.

g. Prepare and submit a proposed Police budget to Public Safety Committee and Borough Administrator for review and approval on an annual basis.

h. Involvement with other duties in the Public Safety area as may be directed by the Mayor and Council, including but not limited to, interaction with Fire, First Aid and Emergency Management.

ARTICLE III

SALARY

Effective, January 1st, 2021, salary shall be \$148,380.94. Annual increases shall be as follows:

January 1, 2022, 2.125%

January 1, 2023, 2.125%

January 1, 2024, 2.125%

SALARY GUIDE

2022 - \$151,534.04

2023 - \$154,754.14

2024 - \$158,042.66

ARTICLE IV

MUTUAL AID

While rendering aid to another community, the Chief of Police, shall be fully covered by workmen's compensation and liability insurance as provided by the Laws of the State of New Jersey.

ARTICLE V

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 the State of New Jersey and of the United States. Except, as otherwise provided in this agreement, the Chief of Police shall be subject to all terms included in the Oceanport Employee Personnel Policy and Procedures Manual (2021).

ARTICLE VI

HOLIDAYS AND PERSONAL DAYS

SECTION 1: The following days shall be considered legal holidays during the term of this Agreement and compensation and time off shall be in accordance with the practices of the parties:

- New Year's Day
- Martin Luther King's Birthday (observed)
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day (observed)
- Thanksgiving
- Day after Thanksgiving
- Christmas

A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

SECTION 2: The Chief is entitled to six (6) personal days per year. These days must be used within the calendar year and do not carry over.

ARTICLE VII

SICK LEAVE

SECTION 1: Sick leave is defined as any authorized absence from duty with full pay because of illness or accident to the Chief of Police, or an immediate family member (spouse, child, or mother) not arising out of an employee's course of employment.

SECTION 2: The Chief of Police shall be granted fifteen (15) sick days annually with pay. 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.

SECTION 3: Sick leave shall be granted to the Chief of Police, as provided in the Police ordinance, with no ceiling on accumulated days.

SECTION 4: The Borough Administrator may require a certification from a licensed physician as proof of illness in any case wherein the time requested exceeds three (3) working days. The Chief of Police must promptly notify the police desk (county radio) of his intended absence from work. Notification shall be made before the Chief of Police scheduled starting time, except in such case where, because of the emergent nature of the illness, notification cannot be made as herein set forth.

ARTICLE VIII

BEREAVEMENT LEAVE

The Chief of Police is entitled to 3 consecutive calendar days leave of absence for each death of an employee's immediate relative. Additional leave may be granted, when necessary, with the approval of the Mayor and Council. "Immediate relative" includes spouse or significant other, civil union partner, child, parent, stepparent, father-in-law, mother-in-law stepchild, foster child, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any

person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave.

ARTICLE IX

BOROUGH VEHICLE

SECTION 1: The Borough agrees to supply the Chief of Police with an unmarked vehicle for professional use on a 24-hour basis. This use should not include non-Borough employees, except in the execution of police functions. Use outside those defined as normal police activity will require approval of the Borough Council.

SECTION 2: The Borough agrees to pay all expenses for the operation and upkeep of the vehicle, such as insurance, tires, gas, oil changes and any other necessary repairs.

SECTION 3: The use of the Municipal owned vehicle or portion thereof may be taxable to the Police Chief and will be the responsibility of the Chief to claim with IRS.

ARTICLE X

CLOTHING ALLOWANCE

SECTION 1: The Borough shall establish a line-item budget for the Chief of Police not less than the following amounts for uniform clothing replacement:

2021	Up to \$1,050.00
2022	Up to \$1,050.00
2023	Up to \$1,050.00
2024	Up to \$1,050.00

The Borough agrees to reimburse the Chief of Police for uniform/clothing replacement upon the showing of paid receipts for the items purchased. The amount shall not exceed the line item which is established for such purpose. No

uniform/clothing allowance shall be provided any time after notice of retirement has been announced.

SECTION 2: The Chief of Police shall receive an annual clothing maintenance allowance of \$825.00. Receipts for all claimed uniform clothing costs shall be submitted with request of reimbursement. The total of the maintenance shall not exceed the \$825.00.

ARTICLE XI

CPR & AED CARD INCENTIVE

SECTION 1: It shall be mandatory for the Chief of Police to take a CPR certification and Automated External Defibrillator course. Upon completion and passage of the CPR and AED certification courses, the Chief of Police shall receive a \$100.00 per-year one-time payment from the Borough of Oceanport for each certification.

ARTICLE XII

HEALTH/HOSPITAL/DENTAL/MEDICAL INSURANCE COVERAGE

SECTION I:

- A. Effective on May 1, 2016, or as soon thereafter as possible, the Chief of Police agrees to enroll in the health & welfare benefits policy "Aetna CJHIF HSA" plan with a \$1,500 deductible for single covered plan and \$3,000 deductible for either two adults/parent & child/ or family plan. Aetna CJHIF HSA" single person coverage shall be the provided coverage for all legal dependents of the Chief of Police. "Dependents" shall be defined as including those persons of a member's family normally covered by the provisions of a standard contract or policy. The Chief of Police shall have the right to upgrade his plan coverage at his own expense and cost. The Chief of Police shall be entitled to refuse coverage or "Opt Out" of the plan at his election. In the event the Chief of Police, so elects, he shall be entitled to the sum of Three Thousand Five Hundred (\$3,500.00)

dollars per annum or so pro-rated during the coverage year, subject to appropriate Federal and State taxes. The Borough shall make the appropriate "Opt-Out" payment to the Chief of Police at the conclusion of the premium year.

- B. The Chief of Police may choose to "Opt Out" and has the right to "Opt" back into the health insurance plan without penalty to the Chief of Police. Benefit choices made during the open enrollment period will become effective January 1 and remain in effect until the next January 1 unless there is a Special Enrollment event or a change in family status during the year (birth, death, marriage, divorce, adoption) or loss of coverage due to loss of a Spouse's employment. To the extent previously satisfied, coverage Waiting Periods will be considered satisfied when changing from one benefit option under the Plan to another benefit option under the Plan".
- C. The Borough agrees to fund the Chief of Police who is covered under this agreement that is enrolled in the "Aetna CJHIF HSA" plan, \$1,500 per annum for single plan and \$3,000 per annum for either two Adults/parent & child/or family plan. Said contributions shall be deposited in the Chief of Police HSA account pursuant to the terms detailed below.
 - 1. The Chief of Police shall be entitled to enroll or change plan type (single, two adults, parent & child, family) during each annual enrollment period.
 - 2. The Chief of Police who is covered by this agreement shall receive their contribution into his HSA account from the borough on January 1st of each calendar year in accordance with the currently enrolled plan type.

3. In the event the entire Borough contributed amount into the Chief of Police HSA is depleted in the calendar year, by any employee and they have additional charges for prescription drugs, the following shall apply:
 - a. The Chief of Police may receive an additional contribution to his HSA by the Borough to cover the co-insurance portion (30%) of any mail order generic drugs up to ½ of the IRS maximum permitted.
 - b. This shall be on a per calendar year basis.
 - c. This shall be paid to the Chief of Police at the beginning of the next calendar year upon a showing of the following:
 - i. All funds contributed by the Borough to his HSA have been depleted.
 - ii. Bills from the mail order pharmacy showing the deductible expenses incurred after the depletion of the funds contributed by the Borough to the HSA during the calendar year.
 4. The Borough will assign a health officer and conform with all HIPAA privacy rules.
- D. The Borough agrees to provide dental coverage that is equal to or better than that plan in effect during 2003. In addition, the maximum amount of dental coverage to which the Chief of Police shall be entitled each year shall be \$1,500.00 and the annual deductible sum shall be \$25.00. Single person coverage shall be offered for the first three (3) years from the date of hire, after which the Borough shall provide dental coverage for all legal dependents of the Chief of Police. "Dependents" shall be defined as including those persons of a member's family normally covered by the provisions of a standard dental insurance contract or policy.

- E. In addition to the medical benefits currently provided for the Chief of Police and his family, the Borough shall provide medical benefits (including hospitalization, major medical and dental insurance) for surviving spouse and dependent children of the Chief of Police who dies, whether retired or current from/during holding the position as Chief of Police of the Borough, subject to the limitations of Paragraph F of this Article XVI. Such coverage shall continue until the surviving spouse attains the age of 65 and for dependent children until each child has attained the age of 19 or for a period of fifteen (15) years from the date of death, whichever shall first occur. In the event the surviving spouse shall remarry while receiving medical and dental benefits as herein provided, all such benefits for both the surviving spouse and dependent children shall terminate upon such remarriage.
- F. The Borough agrees that it will not modify any existing medical, dental or insurance benefits granted to the Chief of Police of the Oceanport Police Department covered by this Agreement without prior notification to the Chief of Police and according to such representative an opportunity to be heard; provided, however, that no such notification shall in any way diminish the benefits established under the terms of this Agreement.
- G. Upon retirement, the Chief of Police will be entitled to receive such hospitalization and medical coverage as is being provided to current members of the bargaining unit and as modified through future collective bargaining agreements. The Borough shall have the right to require enrollment in individual Medicare supplemental insurance for those members who are eligible for Medicare.
- H. The Opt Out Provision is extended to retirees. The retiree is restricted to current plan offerings (those in effect at the time the option is no longer exercised). A retiree may opt out of coverage

after retirement. Once a retiree opts out, they shall not be allowed to opt back into coverage. Retirees shall be required to pay all premiums co-sharing or increased deductible levels as included in the effective collective bargaining agreement. This provision remains in effect as determined by other eligibility requirements set forth in this agreement.

ARTICLE XIII

VACATION

The Chief of Police shall receive 236 hours vacation annually with pay.

SECTION 1: Vacation year is defined as that calendar year in which the vacation time is to be taken.

- a) If an official holiday falls during the Chief of Police's vacation period, an additional day of vacation will be granted in lieu of the holiday.
- b) All vacation time must be taken during the current calendar year and may neither be accumulated nor taken consecutively with other vacation time, except by special approval of the Borough Council.

ARTICLE XIV

HOURS OF WORK

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 a minimum of eighty (80) hours per pay period. The Chief of Police hours of work accumulated that are more than 40 hours per week may be flexed or banked to accommodate attendance to meetings, or report to special events, incidents, or other work-related issues where he must respond to work while off duty or handle work related situations. These banked hours shall be used at a later time. The Chief must keep a record of the time bank, or the number of hours worked over the 40-hr. work week. These accrued/banked hours cannot be transferred to cash payout and must be utilized,

during the first half of the year by June 30th of that year and for the 2nd half of the year by December 31st of that year. Banked time cannot be carried over into the following year. Chief of Police shall not be entitled to overtime or compensatory time.

ARTICLE XV

SPECIAL DUTY ASSIGNMENTS

SECTION 1: Special duty assignments shall be defined as employment of the Chief of Police by an independent contractor, including private and public entities, for performance of police-related duties.

SECTION 2: The Chief of Police, while engaged in special duty assignments shall be deemed on-duty and shall conform to all police department rules, regulations, and procedures. All agreements for special duty assignments shall be contracted in writing between the Borough and the independent contractor. All compensation for special duty assignments shall be paid directly to the Borough and distributed to the Chief of Police through the Borough payroll system.

SECTION 3: Any and all special duty assignments shall be distributed by the Chief of Police, or his/her designee, on a voluntary basis to all officers by seniority or a fair and equitable system. The Chief of Police, or his/her designee shall also be responsible to ensure that the assigned officer(s) be properly attired, equipped and performs his/her duties in a competent and professional manner. The Chief of Police may assign a patrol vehicle and other police equipment for use in performing the special duty assignment if he she determines said use is necessary.

It shall be the further duty of the Chief of Police to provide a properly approved bill to the special duty assignment employer and to the Chief Financial Officer, on a monthly basis or more frequently if required within his/her discretion.

SECTION 4: Any hours worked as special duty assignments under the terms of this Agreement shall not be considered for overtime purposes and shall not interfere with the Chief of Police's regular assignments, as required by the Borough.

SECTION 5: The Borough shall be made responsible to provide all necessary insurance coverage required by law, including but not limited to workers' compensation, public liability and claims for damages for personal injury including death or damage to property, which may arise as a result from performance of the Borough and the Chief of Police while performing a special duty assignment pursuant to the agreement with the independent contractor.

SECTION 6: The terms of this Article shall apply only to the Chief of Police while performing special duty assignments both within and beyond the Borough's municipal boundaries.

ARTICLE XVI

RETIREMENT

SECTION: 1 The Chief of Police shall retain all pension rights permitted by law under the Police and Firemen's Pension system.

The Chief of Police agrees that the Sick Leave Policy contained within the Personnel Policies and Procedures Manual of the Borough of Oceanport shall apply to him and is hereby incorporated herein by reference as if fully set forth.

SECTION: 2, Upon retirement the Borough agrees to "buy back" unused sick days that shall not exceed 100 days or \$27,800.00, whichever is less.

SECTION: 3 Upon retirement the Chief of Police payoff for accumulated sick time shall be as follows:

1. Upon providing the Borough of Oceanport with notice by March 1st of the calendar year in which retirement is proposed, a lump sum payment may be made in full at the date of retirement or in either two (2) or three (3) equal annual payments, the first at the date of retirement, and the remainder by March 1st of the subsequent calendar years. The number of payments shall be made at the Borough's option.
2. The Chief of Police not providing notice of retirement by the March 1st date shall receive payment in full at the date of

retirement or in either two (2) or three (3) equal annual installments by March 1st of each succeeding calendar year, as the Borough may elect.

3. In the event the Chief of Police must apply for a medical disability retirement and has not served a notice to the Borough by March 1st, such accumulated sick time may be paid in either two (2) or three (3) equal annual installments, the first of which shall be paid upon approval of the disability retirement application by the State of New Jersey, and the balance by March 1st of each succeeding calendar year, as the Borough may elect.
4. Nothing herein shall restrict the right of the Borough to make payment of the full amount during the year of retirement notice if it so elects.

SECTION:4 Upon retirement from the Oceanport Police Department (as opposed to voluntary separation), if the Chief of Police has a minimum of 25 years of pensionable service the Borough agrees to pay the cost of health insurance benefits for the Chief of Police and his family. The Chief of Police shall also be eligible to receive these benefits if he becomes eligible for a disability pension.

ARTICLE XVII

DEATH IN THE LINE OF DUTY

SECTION 1: In the event the Chief of Police dies or is killed while on duty for the Borough, his/her spouse, children, and other eligible family members shall continue to be covered by the municipal health and dental insurance at the Borough's expense until such time as the spouse remarries and/or the children reach an age at which time coverage would normally expire.

ARTICLE XVIII

INSURANCE COVERAGE IN THE EVENT OF EARLY RETIRMENT

SECTION 1: In the event the Chief of Police is forced to retire early due to illness or injury he shall continue to be covered by the municipal health and dental insurance, to the extent mandated by state law.

SECTION 2: For the purposes of this Section, early retirement shall mean receipt of PFRS pension or disability check and must begin receipt of said check before a regular Service retirement can be earned (i.e., before 25 years of service under the current retirement standard).

ARTICLE XIX

REDUCTION OF POLICE FORCE

SECTION 1: In the unlikely event that the Borough deems a reduction of the police force is necessary due to layoffs, said reduction will exclude the Chief of Police. This provision does not apply in the event of a merger with another Police Department or shared Police Services established with another Police department.

ARTICLE XX

CONTINUAL EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

SECTION 1: The Chief of Police shall attend any course, class, school, seminar, retraining session, or any other educational program essential to the activities of the police department, and his position as Chief of Police, as required by law, directive, mandate and/or to increase the efficiency and improved operations of the Police Department and/or his role as Chief of Police. 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 with prior approval of the Public Safety Committee.

SECTION 2: The Chief of Police shall be permitted to attend any optional course, class, school, seminar, retraining session, or any other educational program that is essential to the activities of the police department and his role as Chief of Police.

Costs related to the educational program will be borne by the Borough providing said course has received prior approval from the Public Safety Committee.

SECTION 3: The Borough agrees to pay professional membership dues for the Chief of Police for: The County Chiefs of Police Association, The New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police, and the FBI National Academy Associates memberships.

SECTION 4: The Chief of Police shall be permitted to attend meetings and events, if occurring during work hours, of the County Chiefs of Police Association. He shall also be permitted to attend meetings of the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police held within the State of New Jersey, and meetings of the FBI National Academy Associates, New Jersey Chapter. The Chief of Police shall be permitted to attend such meetings outside the State of New Jersey, if deemed by the Borough Council to be in the best interest of the Police Department and/or the Chief's position within the municipality.

SECTION 5: The Chief of Police shall be permitted to attend the annual New Jersey Association Chiefs of Police Conference, the IACP Conference and the FBI National Academy Associates Annual Training Conference. All expenses, such as travel, room, conference fees, or any other charges directly related to the conference(s) shall be borne by the Borough, if deemed by the Borough Council to be in the best interest of the Police Department, the Chief's position within the department, or the municipality.

SECTION 6: The Chief of Police shall receive his regular salary for time off including travel time to attend the programs and meetings specified above.

ARTICLE XXI

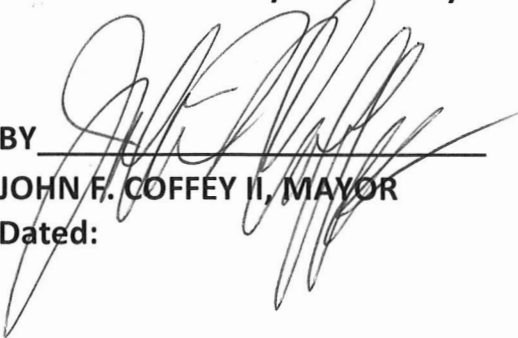
DURATION

SECTION 1: This Agreement shall be in effect as of January 1st, 2021, up to and including December 31, 2024

SECTION 2: In the event no new agreement is reached prior to the expiration of this Agreement, then this Agreement shall remain in full force and effect until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Oceanport, New Jersey on this 23rd day of Sept., 2021.

BOROUGH OF OCEANPORT
Monmouth County New Jersey

BY 
JOHN F. COFFEY II, MAYOR
Dated:

WITNESS:



OCEANPORT CHIEF OF POLICE

BY 
MICHAEL P. KELLY, CHIEF OF POLICE
Dated:

ATTEST:



JEANNE SMITH, BOROUGH CLERK