

BE IT RESOLVED by the Mayor and Borough Council of the Borough of Spring Lake that the Mayor and Borough Clerk be and hereby authorized to execute an employment agreement with the Chief of Police Edward M. Kerr, Jr. a copy of which is annexed hereto and made a part hereof as if set forth at length herein. Said Agreement shall become effective on January 1, 2021 through December 31, 2025.

I hereby certify that the above Resolution was duly adopted by the Mayor and Borough Council of the Borough of Spring Lake at a meeting held on December 6, 2022.

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N
MR. FROST		✓	✓			
MR. JUDGE					✓	
MR. ERBE	✓		✓			
MISS MCDONOUGH			✓			
MR. SAGUI			✓			
MS. WHALLEY			✓			
MAYOR NAUGHTON						

I hereby certify that the above Resolution was duly adopted by the Mayor & Borough Council of the Borough of Spring Lake at a meeting held on December 6, 2022.

Borough Clerk

AGREEMENT

BETWEEN

Borough of Spring Lake

And

Chief Edward M. Kerr, Jr.

Period: January 1, 2021 – December 31, 2025

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ARTICLE I
RECOGNITION

THIS AGREEMENT, entered into on this 1st day of January, 2021, by and between Spring Lake Borough, in the County of Monmouth New Jersey (hereinafter referred to as the Borough, and Edward M. Kerr, Jr. 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 Borough of Spring Lake, the responsibilities of the appointed Chief of Police shall include the responsibility to: established by the Borough of Spring Lake, 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; and
- e) Prescribe the duties and assignments of all subordinates and other personnel

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 forty (40) hours per week.
2. The Chief of Police shall be entitled to utilize personal days as provided in Article X.
3. The Chief of Police shall not be entitled to any overtime compensation, paid and/or compensatory time for his services as chief of police.

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. If the Chief of Police is absent from work on sick leave and is unable to report for duty for three (3) or more consecutive working days, the Borough may require a physician of its choice to provide a medical statement concerning the need for sick leave. In the alternative, the Borough may require the Chief of Police to submit acceptable medical evidence substantiating the need for sick leave.
4. If the Chief of Police is absent from work for reasons that entitle him to sick

leave, the Police Department shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he is absent, except in the case of an emergency. Failure to so notify may be cause for denial of the use of sick leave for that absence and could constitute cause for disciplinary action.

5. The term immediate family for the purpose of this Article shall include the following:
 - a) spouse; b) parent; c) step-parent; d) child; e) foster child.
6. 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.

ARTICLE VI

INJURY LEAVE

4. 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 six (6) 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.
5. 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.
6. The Chief of Police shall be required to present evidence, by way of a certificate or report of a physician designated by the appropriate authority, 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.
7. If the Borough does not accept the certificate or report of the physician

designated by the appropriate authority, 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.

8. 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's 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 this physician also certifies the Chief of Police fit to return to active duty, any injury leave benefits granted under this Article shall be terminated.
9. 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

In the event of a 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 nineteen (19) vacation days per year starting the fourteenth (14) year of service the Chief shall be entitled to twenty-five (25) vacation days per year.
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 the Lieutenant is available to assume control of, and responsibility for, the operation of the Police Department after consultation with the Borough Administrator. 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. The Chief of Police shall be required to report to the appropriate authority and the Borough Administrator, the dates which the Chief of Police has selected for his vacation. Such information shall be provided to the appropriate authority and the Borough Administrator, in writing, at least two (2) weeks in advance of the beginning of the vacation period. If the vacation period selected by the Chief of Police conflicts with a placed activity that requires the presence of the Chief of Police, the appropriate authority, shall have the right to require the Chief of Police to select a different vacation period.
3. Any unused vacation time which does not exceed two (2) weeks may be carried over to the following year for business necessity only, after approval by the appropriate authority, and must be used in the succeeding year or lost. Any unused and accrued vacation time shall be compensated for by the Borough as straight time when the Chief of Police becomes separated, either voluntarily or involuntarily, or retires from employment with the Borough.

ARTICLE IX
HOLIDAY TIME

1. The Chief of Police shall adhere to the holiday schedule pursuant to the current personnel policies adopted by the Mayor and Council.
2. If a recognized holiday requires the Chiefs presence (special events etc.) there shall be no compensation granted.

ARTICLE X
PERSONAL DAYS

1. The Chief of Police may utilize four (4) 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.
2. An application for a personal day should be submitted to appropriate authority. The request for a personal day must be submitted at least three (3) days in advance, except where exigent circumstances prevent the giving of such notice.

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 or dependant) at levels of not less than those presently in effect. The Borough shall have the right to change insurance coverage as 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.

Effective January 1, 2023 Chief of Police will be enrolled in NJ Direct 15 or lesser plan. The Borough will not restrict a member from taking a plan with a higher premium cost. The increased premium cost will be the sole responsibility of the employee. The Borough will establish a flex spending account of the Chief of Police

in the amount of \$400 for a family plan.

2. 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 indemnification and counsel in connection with all claims, including compensatory and punitive damages, for actions filed subsequent to the expiration of this agreement.
3. The Borough shall reimburse the Chief of Police for the cost of an eye examination(s) and eyeglasses. The maximum amount to be paid by the Borough is \$ 500.00 per year.
4. If any non-union employees of the Borough or any member of the Police Department contribute toward premium payments for medical insurance or sees an increase in deductible or co-pays or both, the Chief shall be required to make payment(s).
5. If PBA medical/dental/eye benefits are enhanced Chief will receive the same enhanced benefit.

ARTICLE XII

CLOTHING ALLOWANCE

1. The Borough shall replace any clothing or personal items damaged or destroyed in the line of duty, or reimburse the Chief of Police for the cost of replacing such items, provided reasonable replacement costs are mutually agreed to between the Borough and Chief of Police.

ARTICLE XIII

SALARY

Commencing on January 1, 2021 the base salary of the Chief of Police shall be \$171,881.21.

There shall be an increase each year as follows:

January 1 through September 30, 2022 2.54%

Starting October 1, 2022, the Chief of Police salary will be 21% above the highest paid PBA member, but in no case lower than the PBA salary guide of a Sergeant with 12% longevity.

In 2025 the Chief of Police will receive minimum of 3% salary increase above 2024, or 21% above the highest paid PBA member, but in no case lower than the PBA salary guide of a Sergeant with 12% longevity if higher.

ARTICLE XIV

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.
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 training conferences as deemed appropriate.

ARTICLE XV

MISCELLANEOUS PROVISIONS

To the extent that the Borough enters into an employment and/or a collective bargaining Agreement with any police or superior officer during the life of this Agreement, which provides for a lesser benefit than or a greater benefit then set forth herein this Agreement shall be subject to renegotiation between the parties.

ARTICLE XVI

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 XVII

FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all issues that 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 XVIII

MISCELLANEOUS PROVISIONS

A. Upon completion of employment by retirement:

1. The Chief shall notify the Borough in writing of his intention to retire. Such notification shall be given (60) Days prior to the effective date of retirement and not later than January 1 of the year in which the Chief intends to retire. This notification is for budgeting and personnel planning purposes only and is non-binding.
2. Upon retirement, the Chief shall be paid for sick leave as follows:
 - a) If the Chief retires with at least Twenty- Five (25) years of continuous services to the Borough, he shall receive (50%) of his accumulated unused sick days up to a cap of seventy-five (75) days at his rate at the time of retirement, up to a cap of fifteen thousand (\$15,000). If the State Statute changes, the Chief shall comply with the Statute pertaining to sick time accrual.
 - b) Any payments due upon retirement can be made over the last two (2) years of the Contract prior to retirement or as agreed to by both parties.
 - c) Payments may also be placed in the Chiefs Deferred Compensation Account as permissible by law.

ARTICLE XIX

VEHICLE

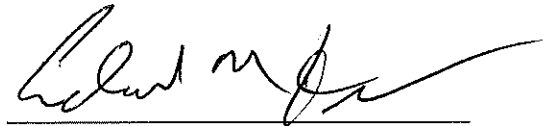
The Police Chief shall have unrestricted use of an unmarked police department vehicle on a twenty-four (24) hour basis, the cost of which is to be borne by the Borough.

ARTICLE XX

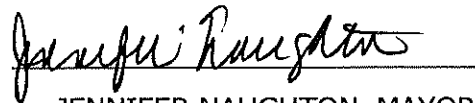
TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 2021 and shall remain in effect to, and including, December 31, 2025. 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 as the Borough of Spring Lake, New Jersey on this 6th day of December, 2022.

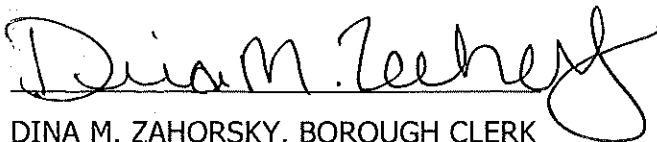


EDWARD M. KERR, JR.
CHIEF OF POLICE



JENNIFER NAUGHTON, MAYOR

ATTEST:



DINA M. ZAHORSKY, BOROUGH CLERK