

#2015 - 65

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE  
BOROUGH OF MOUNT ARLINGTON, COUNTY OF MORRIS,  
STATE OF NEW JERSEY, AMENDING THE AGREEMENT BETWEEN THE  
CHIEF OF POLICE AND THE BOROUGH OF MOUNT ARLINGTON**

**WHEREAS**, The Borough of Mount Arlington has an Agreement with Chief of Police Keith Licata, effective January 1, 2012; and

**WHEREAS**, the Agreement requires amendment to the following section:

- Article III – Salary and Longevity  
Amend to include the employee salary increase for 2015

**THEREFORE, BE IT RESOLVED**, that the Mayor and Borough Council of the Borough of Mount Arlington hereby approve the above listed amendment to the Agreement Between the Chief of Police and the Borough of Mount Arlington, retroactive to January 1, 2015.

This resolution shall be effective immediately.

I hereby certify this to be a true and correct Resolution of the Mayor and Borough Council of the Borough of Mount Arlington and adopted on April 7, 2015.

  
Linda DeSantis, R.M.C.  
Borough Clerk

BOROUGH OF MOUNT ARLINGTON

THIS AGREEMENT made on January 1, 2012 by and between the BOROUGH OF MOUNT ARLINGTON, in the County of Morris, a municipal corporation of the State of New Jersey, (hereinafter the "Borough") and POLICE CHIEF KEITH LICATA (hereinafter "Chief Licata" or the "Chief").

ARTICLE I – TERM

This contract shall be for an indeterminate term, subject to the Chief's good behavior and acceptable performance, commencing on January 1, 2012, and all rights, duties, and obligations created hereunder shall be retroactive to that date. Chief Licata's employment shall be indeterminate and continuous. Discharge, suspension, fines, removal; or demotion shall proceed in accordance with N.J.S.A. 40A:14-147 as supplemented and ended.

ARTICLE II - APPLICABILITY

The provisions of this agreement shall apply only to Chief Licata so long as he is the Chief of Police.

ARTICLE III - SALARY AND LONGEVITY

The Chief's salary for 2013 shall be \$135,000, 2014 shall be \$137,700, and 2015 shall be \$140,454, inclusive of longevity and holidays pay. The Chief's salary in 2015 and thereafter will be established by the Borough Council in accordance with the Borough Salary Ordinance. Chief Licata's salary includes compensation for being on-call twenty-four (24) hours a day, seven (7) days a week, except when on vacation.

ARTICLE IV - OVERTIME COMPENSATION

As the head of the Borough Police Department, the Chief is not eligible for overtime for the performance of his duties in excess of his regular scheduled forty (40) hours, except for special events, outside contractors, and road construction.

ARTICLE V -PAY PERIOD

All pay periods shall be in accordance with the Borough's payroll procedure for all employees.

## ARTICLE VI - VACATIONS

Chief Licata shall be entitled to time off for twenty five (25) vacation days annually. The accumulation of vacation days for those days not used in the year granted shall not accumulate year to year without written permission from the Municipal Administrator.

## ARTICLE VII - SICK AND BEREAVEMENT LEAVE

Chief Licata shall be entitled to sick and bereavement leave on the same terms as provided in the Collective Bargaining Agreement between the Borough of Mount Arlington and the FOP Lodge 78, set forth at length below:

### A. Sick Leave.

#### Service Credit for Sick Leave.

- (a) All employees shall be entitled to sick leave with pay based on their rate of pay at the time of illness or injury.
- (b) Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.

#### Amount of Sick Leave.

Sick leave is available on an "as needed" basis for use to recover from illness or injury, subject to provisions of N.J.S.A. 40A: 14-137.

#### Reporting of Absence on Sick Leave.

- (a) If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time, except in case of an emergency.
- (b) Failure to notify the department may be cause for denial of sick leave for that absence.
- (c) Absence without notice for one (1) consecutive days shall allow the Borough to take appropriate disciplinary action in accordance with law.

#### Verification of Sick Leave.

- (a) An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness, provided, however, the Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable at the Borough's sole expense. Abuse of sick leave may be cause for disciplinary action.
- (b) The Borough may require an employee who has been absent because of personal illness or

exposure to a contagious disease as a condition of his return to duty to be examined at the expense of the Borough by a physician of the Borough's choice.

- (c) Any non-emergency surgery, hospital, or other institutional care or confinement shall require written notice to the Mayor and Council or Chief of Police. The Mayor and Council shall have the right to require an examination by a Borough appointed physician mutually agreed upon. All leaves of absence shall conform to N.J.S.A. 40A: 14-137.
- B. Bereavement Leave.
  - 1. In case of death in the immediate family, an employee shall be granted one (1) work week depending on assignment and/or position, which could be four (4) days or five (5) days.
  - 2. Immediate family shall be defined as the employee's spouse, civil union partner as defined by New Jersey law, child, stepchild, mother, father, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, or sister-in-law.
  - 3. Reasonable verification of the event may be required by the Borough.

#### ARTICLE VIII - MEDICAL AND DENTAL

Chief Licata shall be entitled to medical benefits on the same terms as provided in the Collective Bargaining Agreement between the Borough of Mount Arlington and the FOP Lodge 78, set forth at length below:

- A. The Borough shall continue to provide medical insurance coverage to full time employees according to current practices. Effective January 1, 2012, the Chief of Police shall contribute toward the costs of health benefits in conformity with Chapter 78, which shall be outlined as set forth under the law.
- B. The Chief of Police healthcare coverage shall be provided through the State Health Benefits Program ("SHBP") or a substantially similar plan. The employer reserves the right to change insurance carriers, so long as equivalent benefits are provided.
- C. The Borough shall offer enrollment to the Chief of Police in a comprehensive dental plan to correspond with that which is contained in the current FOP Contract.
- D. All coverage and benefits listed in Article VII of this agreement will extend and cover spouses and all dependents until reaching the age of twenty-three (23) years old.
- E. The Chief of Police shall be entitled to retiree medical coverage after working twenty-five (25) pensionable years in PFRS and upon retiring in good standing.

## ARTICLE IX - WORK RELATED INJURY

Chief Licata shall be entitled to benefits on the same terms as provided in the Collective Bargaining Agreement between the Borough of Mount Arlington and the FOP Lodge 78, set forth at length below:

- A. Where an employee covered under this Agreement suffers a work connected injury or disability, the Borough shall continue such employee at full pay during the continuance of such employee's inability to work for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the workers compensation act or other insurances wholly paid by for the Borough to provide for wage continuation shall be paid over to the Borough.
- B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Mayor and Council and Chief of Police may reasonably require the said employee to present such certificate from time to time from the police surgeon or other designated borough physician.
- C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the division of workers compensation establishing such further period of disability and such findings by the division of workers compensation, or by the final decision of the last reviewing court shall be binding upon the parties.
- D. For the purpose of this article, injury or illness incurred while the employee is attending a Borough sanctioned police activity shall be considered in the line of duty.
- E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate workers compensation judgment, or if there is an appeal therefrom, the final decision of the last reviewing court.
- F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

## ARTICLE X - UNIFORMS

Chief Licata shall be entitled to annual clothing allowance on the same terms as provided in the Collective Bargaining Agreement between the Borough of Mount Arlington and the FOP Lodge 78, set forth at length below:

- A. The Borough shall supply a complete uniform and equipment issue, which shall be comprised of all such equipment, and uniform as may be required for the employee to service

the Police Department. Such uniform and equipment issue shall be without charge to the employee.

B. The Borough shall provide a uniform allowance to the Chief of Police to correspond with that which is contained in the current FOP contract. All money paid under this paragraph shall be on a voucher basis.

C. Borough shall provide an allowance for the maintenance and cleaning of uniforms to the Chief of Police to correspond with that which is contained in the current FOP contract. This allowance will be paid in two (2) equal installments with the requirement of a voucher January 15 and July 15.

D. The Police Chief shall receive a maximum of two (2) police standard winter coats per year on an as needed basis.

E. When the manufacturer's five (5) year warranty on armor protection expires, the Borough will replace same at its sole expense for the Police Chief who agree to wear same whenever they are on duty.

#### ARTICLE XI - OUTSIDE EMPLOYMENT

The Chief shall be permitted to engage in lawful off duty secondary to the same terms as provided in the Collective Bargaining Agreement between the Borough of Mount Arlington and the FOP Lodge 78. The Chief acknowledges that his primary employment is with Borough of Mount Arlington and that any other lawful off-duty second interfere with his duties and responsibilities to the Borough and its Police Department. If his secondary employment interferes with his duties or responsibilities as Chief of Police, permission to engage in secondary employment will be revoked by the Borough and the Chief agrees that he shall not any remedy to challenge that decision, whether and he is specifically and knowingly waiving the right to challenge the Borough's revocation.

## ARTICLE XII - USE OF PERSONAL VEHICLE

The Chief shall be entitled to use a Borough owned vehicle in the conduct of his duties as Chief of Police in accordance with the Borough of Mount Arlington Employee Handbook.

## ARTICLE XIII - PENSION

All pension benefits shall be provided in accordance with the Statutes and Regulations of the State of New Jersey.

## ARTICLE XIV - LEGAL DEFENSE

As to the legal defense of Chief Licata, the Borough hereby agrees to comply with the provisions of N.J.S.A. 40A:14-155.

## ARTICLE XV - HOURS OF WORK

The Chief shall work a forty (40) hour work week and will work during the Borough's normal business hours. The Chief shall maintain and document his hours of work reflecting his actual hours of work and his use of approved leave time as set forth herein. The Chief of Police's time sheet shall be provided to the Municipal Administrator on a monthly basis.

## ARTICLE XVI - COLLEGE CREDITS

It is strongly suggested that the Chief pursue a higher education degree, outside the required employment hours, at any accredited institution with a concentration in police science, political science, public safety administration or a related field. The Borough will reimburse the Chief for up to twelve (12) credits per year of Undergraduate or Graduate classes, with a grade of "C" or better, at a cost not exceeding the "Rutgers University" resident rate, and for the cost of all course required textbooks. Reimbursement shall be for class enrollment and course required textbooks only. No reimbursement for travel, meals or any other expenses including study materials and supplies will be considered. Any application fee(s) required to be paid by the Chief as a prerequisite to being accepted as a student at the college or university, but not for a specific course, will be the responsibility of the officer.

Provided the Chief has obtained a grade of "C" or better, he shall be reimbursed by the Borough for

approved college tuition expenses within thirty (30) days of submitting proof of final grade. Any officer who accepts reimbursement from the Borough must remain employed with the Borough of Mount Arlington for at least two (2) years after completing his/her last class. The Chief will be required to refund one hundred percent (100%) of the fees paid for classes and expenses presently enrolled or previously taken with two (2) years if he voluntarily leaves the employment of the Borough of Mount Arlington during the course or within two (2) years of completing the course with the exception of retirement.

#### ARTICLE XVII - PERSONAL LEAVE

Chief Licata shall be entitled to personal leave on the same terms as provided in the Collective Bargaining Agreement between the Borough of Mount Arlington and the FOP Lodge 78, set forth at length below:

- A. Each employee covered by this Agreement shall be entitled to three (3) personal leave days per year. The personal leave days shall be for personal use of the employee. An employee shall not be required to advise any person of the reason(s) for the use of personal leave.
- B. Employees must give the Police Department at least twenty-four (24) hours notice of intention to the use of personal leave time. Personal leave use on less than twenty-four (24) hours notice may be permitted by the Chief of Police or his designee in emergency circumstances.

#### ARTICLE XVIII - SEVERABILITY

In the event that any provision of this agreement between the parties shall be held by operation of law or by a court or administrative agency of competent 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. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties

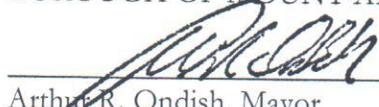
shall meet within thirty (30) days of written notice by either party to the other to discuss the modification or revision of such clauses, if the Borough deems it necessary and prudent.

for the Borough of Mount Arlington

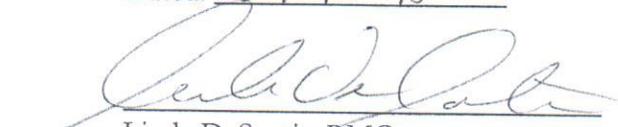
  
\_\_\_\_\_  
Keith Licata, Chief of Police

Dated: 4/14/15

BOROUGH OF MOUNT ARLINGTON

  
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Arthur R. Ondish, Mayor

Dated: 4-13-15

  
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Linda DeSantis, RMC

Dated: 4-13-15