

## MEMORANDUM OF AGREEMENT

Agreement is hereby made, by and between the Borough of Eatontown (Borough) and the Chief of Police (Chief) of the Eatontown Police Department.

The Chief and the Borough agree that the life of this Memorandum of Agreement will cover wages and fringe benefits for a two-year period of 2018 and 2019.

The Borough and the Chief agree to the following:

1. The Chief will receive and be afforded all benefits and negotiable terms and conditions of employment currently enjoyed by New Jersey Policeman's Benevolent Association, Inc., Local No. 305, as they are guaranteed in their collective bargaining agreement between the Borough and the Local, with the exception of those articles that are specifically addressed in this Memorandum of Agreement. Those articles are as follows:

Article 10 - Holidays. During the term of this Agreement, the Chief shall be entitled to five (5) days of holiday leave per annum. This leave is to be expended within the calendar year in which it is awarded and shall be taken off in accordance with present policy and procedure regulating time off requests. Furthermore, it is hereby acknowledged by all parties that any and all compensation for the remaining ten (10) recognized holidays is addressed in the per annum salaries included in this Agreement.

Article 22 - Longevity.

Section 1. During the term of this Agreement, the Chief of Police shall be paid, in addition to the per annum salaries provided for in this agreement, a longevity increment based upon years of continuous employment as a police officer for the Borough of Eatontown in accordance with the following schedule:

| <u>Length of<br/>Continuous Service</u> | <u>Longevity Pay</u> |
|---|----------------------|
| 5 years                                 | \$1,765              |
| 10 years                                | \$3,531              |
| 15 years                                | \$5,297              |
| 20 years                                | \$7,062              |
| 24 years                                | \$8,827              |
| 29 years                                | \$10,593             |

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Article 24 - Retiree Benefits

Section 2. The Chief, upon retirement will receive compensation for any unused sick time at the rate of one day for every two days accrued at the Chief's current rate of daily pay up to a maximum of 125 days to be paid immediately upon the Chief's retirement, or in the next succeeding fiscal year once funds become available, if the existing budget appropriation will not allow payment during the fiscal year of retirement. The Chief may choose to be paid directly or to have this benefit deposited into his deferred compensation account through the Borough.

Waiver of Retiree Health Benefits: *If the Chief decides to waive his retiree medical, dental or prescription benefits through the Borough, he will be entitled to return to the Borough retiree health benefit plan at any point and will notify the Borough prior to September 1<sup>st</sup> of each year after retirement if he chooses to waive or to receive these benefits.*

2. Per Annum Base Salary:

| <u>2018</u> | <u>2019</u> |
|-------------|-------------|
| \$178,656   | \$182,229   |

3. Assigned Vehicle: The Borough agrees to supply the Chief with an unmarked automobile. The make and model of the automobile shall be determined by the Borough; however, it shall be of adequate size, design, and outfitted with such equipment as is needed for police work.

The Chief shall be permitted to have 24 hour/7 days a week use of the assigned vehicle and there shall be no limitations on the use of the automobile for police work or any activities associated with the position of Chief, such as attending meetings, training sessions, conferences, and any other related duties.

The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, gas, oil, and any necessary repairs.

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4. Clothing Allowance: The Borough and the Chief agree that there shall be clothing allowance provided to the Chief in the amount of \$1,500 per annum, payable directly to the Chief on the first pay period of the calendar year.

5. Educational Programs/Law Enforcement Conferences: The Chief 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, 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 associated with the educational program shall be borne by the Borough.

The Borough agrees to grant time off, including travel time, and to pay all associated and reasonable expenses for the Chief to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference. If the Chief attends a conference at the Borough's expense, he shall provide the Borough with proof of expenses for attending such conference by way of receipts or vouchers. The Chief shall also submit a written report to the appropriate authority which details the information presented at the conference, including how such information is of value to the police department.

The Borough agrees to pay for the Chief's dues for membership in the Monmouth County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, and the International Association of Chiefs of Police. The Borough agrees to allow the Chief to attend any meetings of the above-named associations as long as those meetings are held within the State of New Jersey.

6. The Chief shall report pursuant to local ordinance to the Appropriate Authority and be subject to the Appropriate Authority on all matters other than day to day operations of the Police Department.

**The Chief of Police will NOT be eligible for tuition reimbursement through the Borough for college credits earned henceforth toward any degree program.**

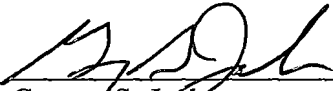
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The foregoing four (4) pages, inclusive of this signature page, represent the terms and conditions agreed to by the Borough of Eatontown and the Chief of Police of the Eatontown Police Department for the period of February 1, 2018 through December 31, 2019.

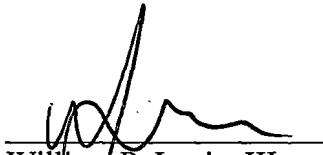
\*\*\*\*\* IN WITNESS THEREOF, the parties have set their hands and seals to this on this 24th day of January, 2018.

**BOROUGH OF EATONTOWN**

  
\_\_\_\_\_  
George S. Jackson  
Borough Administrator

1/24/2018  
Date

**CHIEF OF POLICE**

  
\_\_\_\_\_  
William P. Lucia, III  
Chief of Police

1/24/2018  
Date

**RESOLUTION 36-2018**

**BOROUGH OF EATONTOWN  
COUNTY OF MONMOUTH, STATE OF NEW JERSEY**

**CONFIRMING APPOINTMENT OF CHIEF  
IN THE EATONTOWN POLICE DEPARTMENT**

**WHEREAS**, it is the policy of the Borough of Eatontown that all employment appointments be confirmed by the Governing Body; and

**WHEREAS**, pursuant to recommendation of the Police Committee of the Borough of Eatontown, the following individual has been offered for appointment in the Eatontown Police Department:

**WILLIAM P. LUCIA III  
CHIEF**

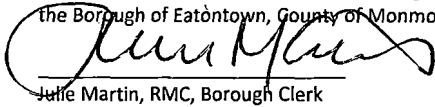
**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the Borough of Eatontown hereby confirms the promotion of William P. Lucia III to the rank of Chief in the Eatontown Police Department effective February 1, 2018 for a probationary period of one year; and

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be provided to the following: Eatontown Police Department, Borough Payroll Clerk and Human Resources.

| <i>voice vote</i>     | Offered | Second | Ayes | Nays | Abstain | Absent |
|-----------------------|---------|--------|------|------|---------|--------|
| Council President May |         | X      | X    |      |         |        |
| Councilman Talerico   | X       |        | X    |      |         |        |
| Councilwoman East     |         |        |      |      |         | X      |
| Councilman Baginsky   |         |        | X    |      |         |        |
| Councilwoman Harris   |         |        | X    |      |         |        |
| Councilwoman Sherrod  |         |        |      |      |         | X      |
| Mayor Connelly        |         |        |      |      |         |        |

**CERTIFICATION**

I, Julie Martin, Borough Clerk of the Borough of Eatontown, do hereby certify this to be a true and exact copy of a Resolution adopted by the Governing Body of the Borough of Eatontown, County of Monmouth, State of New Jersey at a meeting held January 24, 2018.



Julie Martin, RMC, Borough Clerk