

File - Completed OPRA

Karen Wynne

From: Slippingfiveoh <opra+request-79298-a88ce87e@requests.opramachine.com>
Sent: Wednesday, August 6, 2025 6:08 PM
To: Opra Request
Subject: OPRA request - Chief collective bargaining contract

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Dear Matawan Borough,

Please accept this electronic request for public records made under OPRA and the common law right of access. I am not required to fill out an official form or use a particular software platform to submit my request per NJSA 47:1A-6(f), which states that an email from a requestor including all of the information required on the adopted form shall suffice in place of a completed form as a valid government record request.

I HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

I WILL NOT use the requested government records for a commercial purpose.

I AM NOT seeking records in connection with a legal proceeding.

Records requested:

- Please provide Chief Thomas Falco updated contract
- Please provide Captain Sean McCabe updated contract

My preferred delivery method for response(s) to this request is by E-mail as attachments. Please confirm you have received this request. If you are not the custodian of records, please forward my request to that person and provide their email address to me for future reference.

Yours faithfully,

Slippingfiveoh

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:

opra+request-79298-a88ce87e@requests.opramachine.com

Is opra.request@matawanborough.com the wrong address for OPRA requests to Matawan Borough? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=matawan_borough

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View this OPRA request & responses online:

https://opramachine.com/request/chief_collective_bargaining_cont

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

"OPRAmachine's mission is to give people easy and affordable access to New Jersey public records.

For more information, contact us at: (732) 707-1628 or PO Box 3180, New Brunswick, NJ 08903."

RESOLUTION 25-02-14

**AUTHORIZING EXECUTION OF
2025-2027 EMPLOYMENT AGREEMENT BETWEEN
THE BOROUGH OF MATAWAN
AND POLICE CHIEF THOMAS J. FALCO, JR.**

WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Police Chief Thomas J. Falco, Jr. respecting the 2025-2027 calendar years of employment; and

WHEREAS, after negotiation, the Borough of Matawan and Chief Falco have reached a satisfactory Employment Agreement for the 2025-2027 calendar years.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby authorizes the Borough of Matawan enter into the attached Employment Agreement with Thomas J. Falco, Jr. for the 2025-2027 calendar years.

BE IT FURTHER RESOLVED, by the Council of the Borough of Matawan that the Mayor be and is hereby authorized as signatory on behalf of the Borough of Matawan.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance, Payroll as well as Thomas J. Falco, Jr.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Schneeberger, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this certification, contingent upon adoption of the 2025 Budget appropriation and adoption of each annual Budget appropriation thereafter, funds are available from the 5-01-25-240-100 Police Department Budget (Salary & Wages) of the Borough of Matawan.

This certification is based solely on the information encumbered into the financial records of the Borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

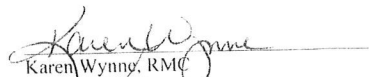
(Signature on File)

Nicole Schneeberger, CMFO
Dated: March 4, 2025

CERTIFICATION OF RESOLUTION

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on March 4, 2025.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 4th day of March, 2025.


Karen Wynne, RMC
Municipal Clerk

AGREEMENT
between
CHIEF OF POLICE THOMAS J. FALCO JR.
and
THE BOROUGH OF MATAWAN

This Agreement is made and entered into on the 4th day of March, 2025 and is inclusive through December 31, 2027 by and between the Borough of Matawan, a Municipal Corporation of State of New Jersey, hereinafter referred to as "Employer"; and Thomas J. Falco Jr., Chief of Police, Borough of Matawan Police Department, Monmouth County, New Jersey, hereinafter referred to as "Thomas J. Falco Jr.," "Chief," "Chief of Police" or "employee".

It is understood and agreed that this Agreement shall not be interpreted to reduce or limit this employee rights created and protected by the laws of New Jersey, including N.J.S.A 40A:14-118 through and inclusive of 40A:14-176.

Now, therefore, it is mutually agreed between the parties hereto that the following terms shall constitute the entire Agreement between the subject parties:

1. This agreement shall govern all wages, hours and other conditions of employment hereinafter set forth. The employee is also subject to any and all Borough ordinances, policy and procedures, rules and regulations of the Borough of Matawan and any applicable state statutes.
2. **Base Salary** (per annum, excluding college incentive and longevity payment):

2025	\$185,000.00
2026	\$192,400.00
2027	\$200,080.00
3. **Holiday Schedule** - The Chief shall be afforded any and all holidays afforded to Borough Administrative Staff at Borough Hall.
4. **College Incentive** - The Borough of Matawan agrees that the Chief shall receive a yearly college credit incentive payment provided the degree obtained is in one of the following areas of study: Criminal Justice, Criminal Science, Emergency Management, Homeland Security and/or Public Administration. This incentive shall be added to the Chief's base salary prior to longevity calculations in accordance with the following schedule:

Associates Degree	\$ 500.00
Bachelor's Degree	\$ 750.00
Master's Degree	\$1,000.00
5. **Longevity** - The Chief of Police shall be entitled to longevity payments in accordance with Borough Ordinance § 9-8 LONGEVITY PAYMENTS and shall never decrease in rate as prescribed in the ordinance at the time this contract is entered into.
6. **Uniforms** - It shall be the responsibility of the Chief of Police to maintain all uniforms of the department as prescribed by department order. All new uniform requirements will be supplied by the Borough of Matawan. Any changes or additions to said uniform requirements shall be issued by the Borough without cost to the employee. The cleaning (dry or wet) and alterations of said uniforms prescribed by the police department shall be assumed by the Borough of Matawan. It shall be left to the professional discretion of the Chief of Police as to when he will wear the prescribed uniform or business/business casual attire.
7. **Police Licensing** - Pursuant to requirements of P.L. 2022, c. 65 all law enforcement officers in the State of New Jersey must have a valid license for employment as a law enforcement officer pursuant to the requirements set forth by Statute. Failure to obtain and maintain the required license shall be grounds for suspension, termination or both, from employment with the Borough. The Borough shall pay any established fee associated with the initial application or renewal of a license as required by this section. The Borough shall not be responsible for costs incurred outside of any established application or renewal fee schedule. The officer shall be solely responsible for ensuring that their license remains in good standing, including satisfaction of the payment of any cost, fees, or attorney fees associated with appeals related to a denial or revocation of an officer's police license.

8. **Personal Time** - The Chief shall be entitled to 48 hours of personal time per year. Notice of intention to exercise the personal time shall be given to the Borough Administrator in advance of their use; unused personal time may not be carried over into a subsequent year.
9. **Tuition Credit** - The Borough shall provide a yearly tuition payment for each college credit hour within the specific field of Criminal Justice, Emergency Management, Homeland Security, Public Administration or similar field while a member of the Matawan Police Department. The reimbursement rate shall be at the Rutgers College Credit rate for that year. The yearly college tuition payments shall not exceed twelve (12) credit hours per semester.
10. **Funeral Leave** - In the event of a death in his immediate family, a Borough employee shall be entitled to a leave of absence. During such leave, the employee shall be paid his regular salary for a maximum of three consecutive, regular scheduled workdays.

The employee's immediate family shall be defined as: spouse, child, stepchild, mother, father, stepmother, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, and grandchildren, or as determined by the Employer.

11. **Vacation** – Vacation shall be in keeping with the following schedule:

Years of Service: 22 years and over Vacation: 280 hours

Unused vacation pay may be carried over into the next calendar year, only with the approval of the Mayor and Council.

12. **Separation from Service: Vacation Pay** - If the Chief of Police is laid off, retires, or is otherwise separated from the service of the Borough but not because of misconduct, he shall receive vacation pay for all accrued vacation up to his separation from employment with the Borough. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last workday of the employee's employment.

13. **Insurance**

Group Life and Accidental Death Dismemberment Insurance. The Borough shall provide the Chief with a \$10,000.00 Life Insurance Policy and equal amount of Accidental Death and Dismemberment (AD&D) coverage.

Right to Select Carrier: The Borough reserves the right to provide the above life and accidental death and dismemberment coverage through a self-insured plan or under a group insurance policy or policies covered by an insurance company or insurance companies selected by the Borough. Notwithstanding any such changes, the level of benefits shall remain substantially similar to or greater than existing than existing benefits.

14. **Health Insurance** – The Borough shall maintain a group medical, major medical, and hospital insurance policy, and shall pay all premium costs during the course of employment for hospital insurance, including dental benefits of Thomas J. Falco Jr., his dependents and spouse in keeping with the provision of insurance coverage currently in effect at the signing of this Agreement. In accordance with NJSA 40A:10-21(b), to off-set the cost incurred by the Borough for health insurance of active employees, the employee shall annually contribute 1.5 % of his base salary, as listed in section 2 of this Agreement, while actively employed. The Borough agrees to continue to maintain a group medical, major medical, and hospital insurance policy, and shall pay all premium costs upon retirement with 25 or more years of service to the borough for hospital insurance (as outlined herein), including dental and optometric benefits of Thomas J. Falco Jr., his dependents and spouse in keeping with the provision of insurance coverage currently in effect at the signing of this Agreement. Upon retirement, if/when the employee has Medicare entitlement, the employee is required to enroll in Medicare and the Borough coverage shall be deemed secondary. If in the unlikely event, the employee does not meet the qualifications for Medicare (Parts A & B), the Borough shall assume the cost of Medicare to continue medical benefits upon retirement (as previous Police Department employees have received).

Right to Select Carrier: The benefits provided for here in shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Borough. "Insurance Companies" include regular life insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provision of the policies between the Borough and the insurance company. Notwithstanding any such change, the level of benefits shall remain equal to or greater than existing benefits.

15. **Non-Duplication of Benefits** – All parties agree to coordinate benefits in situations where spouse has coverage. It is employees expressed responsibility to provide employer with spouse insurance information, including but not limited to, spouse's current employer, a copy of spouse's insurance policies, declaration pages, premium amounts and proof of premium payment.

In the event spouse obtains insurance coverage or changes coverage, the employee shall notify employer and provide the aforesaid documentation within 30 days.

16. **Optical Plan** – The Borough shall assume the cost of providing Thomas J. Falco Jr. with an eye examination, at an optometrist once every twenty-four (24) months. The Borough shall grant Thomas J. Falco Jr. an allowance of two-hundred dollars (\$200.00) toward the cost of one (1) pair prescription glasses in each twenty-four (24) month period. The Borough shall not be required to pay for more than one (1) eye examination or pay for more than one (1) eyeglass allowance for Thomas J. Falco Jr. in any twenty-four (24) month period. Eye examinations shall also be covered by the health insurance carrier where applicable. This benefit shall be provided to the Chief as both an active employee and when retired.

17. **Sick Leave/Injury**

Sick Leave and Duty Injury Leave/Sick Leave Accumulation Rate

The employee shall be entitled to accumulate sick leave as follows at the rate of ten (10) hours of sick leave for each completed month of service, such sick leave to be accrued at the rate of 5 (five) hours per pay period. Except for job related injuries, no employee will accrue sick time while on sick or injury leave.

Sick Leave Utilization Requirements

The employee with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

- A. **Personal Illness or Disability**
Any employee who has contracted or incurred and is suffering from any non-service-connected sickness or disability, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under enforced quarantine in accordance with community health regulation, or restricted due to exposure to a contagious disease in accordance with a doctor's order. Employees shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury leave benefits.
- B. **Family Illness Disability**
Employees shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. The determination as to whether or not there exists a hardship shall be made by the Appropriate Authority after the employee has provided sufficient and satisfactory medical documentation of the illness or disability.
18. **Maternity, Medical and Extended Duty Injury Leave** - Employees shall be eligible to receive paid sick leave, to the extent they have accrued sick leave credit, approved medical leave, and approved extended duty injury leave. Maternity leave shall be treated the same as any other disability as proved by law.

19. **Vacation and Personal Leave** – When an employee becomes eligible for paid sick leave while on vacation or during an approved personal leave, sick leave may be used in place of vacation time or personal leave hours, provided satisfactory evidence and certification of the illness or disability is presented to the Borough Administrator. The determination as to whether or not sick leave time may be used under this provision shall be made by the Borough Administrator.

20. **Sick Leave Pay** – The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time sick leave is approved.

21. **Duty Injury Leave** – A duty incurred sickness or disability shall not be charged against the accumulated sick leave of an employee for one (1) year during which the employee is on approved duty injury leave and eligible for duty injury leave benefits in accordance with applicable law, beginning with the date of injury or date of beginning illness.

22. **Sick Leave Notification** – The Chief of Police, if utilizing paid sick leave, shall notify or cause notification to be made to the Borough Administrator. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If the Chief becomes sick or ill during his work shift, he must notify or cause notification to be made to the Borough Administrator.

In the event no sick leave notification is made prior to reporting for a scheduled workday, or after the employee becomes sick or ill and leaves work, the Borough Administrator shall consider and handle the employee's absence without pay, unless the employee can later substantiate with documentation that it was impossible to make or cause such notification. The decision is to be made by the Borough Administrator. Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Borough Administrator.

23. **Sick Leave Certification and Approval** – If the Borough has reasonable grounds to believe sick leave is being abused, it may at its discretion require any employee requesting paid sick leave to furnish substantiating evidence of a statement from their attending physician certifying that absence from work was required due to one of the reasons set forth above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays.

24. **Sick Leave Release** – This employee who is sick or disabled for three (3) or more consecutive work days may be required at the Borough's discretion; and any employee who is sick or disabled for six (6) or more consecutive workdays shall be required to secure and submit a physician's release certifying that they are fit to return to work. This release must be submitted to the Borough Administrator before the employee will be permitted to return to work. The Borough may also require, at its discretion, that an employee take a medical physical in conjunction with the above sick leave procedure.

If the two (2) doctors disagree, the parties agree to consult with the Monmouth County Medical Society Selective to select a third qualified physician. Such physician cost will be submitted to the Employer's insurance carrier. Any cost not covered under the employee's policy shall be paid by the Borough. Such doctor's determination shall be binding upon the parties.

25. **Extended Leave** – After using thirty (30) days of sick leave, the employee who shall be injured, ill or disabled from any cause not connected with his service as an employee so as to become physically unfit for work, shall be entitled to a leave of absence with pay, provided that said leave of absence is authorized by resolution of the Borough Council and in accordance with the following schedule:

If the employee has served for more than ten (10) years, shall be entitled to a leave of absence with full pay for twenty-six (26) weeks, plus an additional thirteen (13) weeks at half (1/2) pay.

26. **Indemnification**

A. Employer shall defend, save harmless and indemnify the Chief of Police against any tort, professional or personal liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of and arising

out of the course and scope of his duties as the Chief of Police, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the Chief of Police, whether such claims are made during or after his employment with the Borough, unless the act or omission involved willful or wanton conduct as determined by final adjudication not subject to further appeal. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action, including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorney's fees and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resolution from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties and occurring within the course and scope of his employment. Any settlement of any claim must be made with prior approval of the Employer, which approval shall not be unreasonably withheld, delayed, or conditioned, in order for indemnification, as provided in this Section, to be available.

- B. In the event the Chief retires during the course of this agreement and his presence is needed at any hearing, deposition, trial or the preparation, meeting or conference arising out of any current, previous or new litigation, the retired Chief shall be compensated at one and one-half his last paid regular hourly rate, plus reasonable expenses including travel, lodging, and meals, if applicable.
- C. The Borough shall defend, indemnify, and hold harmless the Chief against any claims, demands, proceedings, suits, or actions brought against him arising from or related to his service as Chief of Police, including but not limited to any claims filed after his retirement, provided that such claims arise from actions taken within the scope of his employment and duties as Chief of Police. This indemnification shall include reasonable attorney's fees (including the right to select counsel of his choosing), costs, expenses, damages, judgments, and any settlement amounts. This indemnification obligation shall survive the termination of this agreement and the Chief's retirement.
- D. Should the Chief, despite having filed for retirement and resigning from active duty with the Borough, be named in a lawsuit entitling him to indemnification in accordance with Paragraph 26 of this Agreement, and, as a result of being named in said lawsuit, the Division of Pension and Benefits (DPB) holds his pension in abeyance pursuant to N.J.A.C. 17:1-1.13 and 6.2, the Borough agrees to reinstate the Chief upon the Chief rescinding his retirement application through the Municipal Certifying Official and return the Chief to the payroll on active duty while the litigation is being adjudicated or until the DPB determines that it will no longer hold the retirement application in abeyance. Upon reinstatement the Chief will receive the same salary and benefits level he was receiving at the time of his initial retirement application or the salary and benefit level fixed by the contract for the time period of his reinstatement, as applicable. Upon reinstatement, the within contract will become fully effective and continue in accordance with its terms. Additionally, during the pendency of any litigation that may result in the DPB holding the Chief's retirement application/benefits in abeyance, the Borough will take no action(s), including but not limited to, appointing a permanent replacement as Chief of Police, that would diminish or impair the Chief's rights to reinstatement and indemnification under this Agreement. Upon adjudication of said litigation, the Chief may elect to again apply for retirement. Upon receipt of the Chief's retirement application, the Borough shall issue a Certification of Good Standing and a Waiver of any discipline related to any allegations in the litigation used to justify DPB's decision to hold the pension in abeyance. The Borough also agrees that if N.J.A.C. 17:1-1.13 and 6.2 are used to hold the Chief's pension in abeyance, the Borough shall indemnify the Chief for reasonable legal costs associated with challenging the determination of DPB.
- E. The above provisions shall not apply or be enforceable in such instance that the Borough pursues a disciplinary action against Chief Falco and unless he is adjudicated guilty of violations of departmental rules and regulations, or other misconduct, after all appeals have been exhausted. Until the Chief has been convicted of an offense that legally requires his removal from employment and all appeals have been exhausted, the Borough shall continue to honor all provisions of this contract.

- F. The Borough of Matawan is not responsible for determinations made by the Division of Pensions and Benefits and/or PFRS ("DPB"). The parties understand and agree that the Borough will cooperate with the DPB and that the Chief will release the Borough from claims should any aspect of this section be found by the DPB to be inconsistent with its enabling statute, regulations or case law.

27. **Separation from Service** – Employees shall be paid for one-half (1/2) of their total accrued sick leave upon their retirement, including disability retirement, upon their resignation following ten (10) or more consecutive years of service in the Borough; or to their beneficiaries in case of death to a maximum of \$15,000.00. The amount of payment shall be calculated based upon the employee's prevailing hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.

To recognize the Chief for his dedication to duty with no abuse of his accrued sick leave throughout his career, while realizing the Chief has already achieved the maximum amount payable for accrued sick time as outlined in this agreement, the Borough agrees to permit the Chief to sell back up to 80 hours of sick leave per year. The amount of payment shall be calculated based upon the Chief's regular prevailing hourly rate of pay. This payment shall be payable during the first pay period of January of the following year, provided the CFO certifies the funds are available within the CY budget.

28. **Effective Date of Agreement** – This agreement shall be effective retroactively to January 1, 2025 through and including December 31, 2027.

The Borough and the Chief shall mutually enter into negotiations for a successor Agreement prior to the expiration of the within Agreement. The employee acknowledges that he has the right to seek legal counsel in conjunction with the negotiation of this contract and with its execution.

29. **Time on Duty** – The parties recognize that the position of Chief of Police is a full-time, 24-hour per day obligation. The Chief agrees that he will be devoting at least 40 hours per week of actual duty presence at Police Headquarters or on duty within the Borough. For purposes of this provision, the Chief's attendance at obligated meetings, conferences, assigned events and performing duties related to his position as Emergency Management Coordinator shall be included in the calculation of the 40-hour duty time referenced in the paragraph.

30. **Law Enforcement Conferences/Educational Programs/Training**

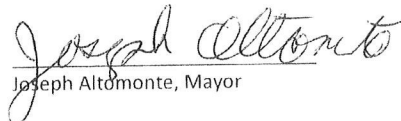
- A. The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar, conference, convention conducted or sponsored by the International Association of Chiefs of Police, the New Jersey State Association of Chiefs of Police, the Monmouth County Police Chiefs Association, the Bayshore Chiefs of Police Association, the New Jersey State Police, the Federal Bureau of Investigation 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 programs shall be borne by the Borough. In no event shall the Borough be required to pay or reimburse the Chief for expenses of any class, course or educational program unrelated to police or emergency management activities. This shall include any other responsibility given to the Chief as a result of membership in a specific association, i.e., Coordinator/Asst. Coordinator for the Monmouth County Rapid Deployment Force (Monmouth County Police Chiefs Association).
- B. The Borough agrees to grant the appropriate training time, including travel time and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference, if he so desires to attend. If the Chief attends a conference at the Borough's expense, he shall provide the Borough with proof of expenses for attending such conferences by way of receipts. The Chief may also be required to provide a written report to the Police Committee which details the information presented at the conference including how such information is valuable to the Matawan Police Department.
- C. The Borough also agrees to pay for the Chief's dues for membership in the International Association of Chiefs of Police, the National Association of Chiefs of Police, the New Jersey State Association of Chiefs of Police, the Monmouth County Police Chiefs Association, the Bayshore

Chiefs of Police Association and the New Jersey State Association of Chiefs of Police Command and Leadership Alumni Association.

31. **Service Vehicle** – The Chief of Police will be provided with an unmarked take-home service vehicle of the Police Department (or Office of -Emergency Management) for his use on duty and for response when off-duty. The vehicle shall be an all-wheel drive SUV or similar type vehicle and shall be equipped with all the necessary equipment to perform the duties of a Police Officer and Emergency Management Coordinator. The Chief shall be permitted to use the vehicle for personal use. There shall be no limit on the use of the vehicle for police or emergency management duties or anything associated with either position such as attending meetings, training, trips, conferences and other traveling needed to carry out the duties of the position of Chief of Police/Emergency Management Coordinator. The Borough shall pay all expenses for the operation and upkeep of the vehicle, such as car insurance, tires, gas, oil changes and other necessary repairs. The vehicle shall not be used by anyone other than the Chief of Police. The Chief may authorize the vehicle to be used by other sworn officers of the Police Department or Emergency Management staff at his discretion.
32. **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 Borough Ordinance or Rule and regulation of the Police Department and any past or present benefits which other Command officers and previous Chiefs of Police have enjoyed but that have not been specifically included in this agreement shall be continued.

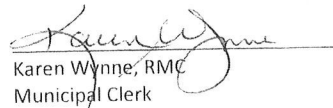
In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized representatives this 4 day of March, 2025

BOROUGH OF MATAWAN


Joseph Altomonte, Mayor

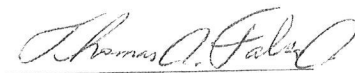
Date March 4, 2025

ATTEST:


Karen Wynne, RMC
Municipal Clerk

Date: March 4, 2025

EMPLOYEE


Thomas J. Falco Jr.
Chief of Police

Date: 3/5/25

RESOLUTION 24-12-23

**AUTHORIZING EXECUTION OF
EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF MATAWAN AND CAPTAIN SEAN MCCABE**

WHEREAS, there is a need to have an Agreement between the Borough of Matawan and the Captain of Police effective retroactively from October 1, 2024 through and including December 31, 2026; and

WHEREAS, after negotiation the Borough of Matawan and the Captain of Police have reached a satisfactory Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan that it herewith authorizes the Mayor to execute the Employment Agreement with the Captain of Police attached herewith effective October 1, 2024 through and including December 31, 2026.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Payroll as well as Captain Sean McCabe.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Schneeberger, Chief Financial Officer of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify that as of the date of this certification funds are available from the 4-01-25-240-180 Police Department Budget (Salary & Wages) of the Borough of Matawan.

This certification is based solely on the information encumbered into the financial records of the Borough by the appropriate using division as of this date and relies on the completeness of financial records.

Chief Financial Officer

(Signature on File)

Nicole Schneeberger, CMFO
Dated: December 17, 2024

CERTIFICATION OF RESOLUTION

I, Karen Wynne, Municipal Clerk of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Council of the Borough of Matawan on December 17, 2024.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 17th day of December, 2024.


Karen Wynne, RMC
Municipal Clerk

AGREEMENT
between
SEAN MCCABE, CAPTAIN OF POLICE
and
THE BOROUGH OF MATAWAN

This Agreement is entered into this 17th day of December, 2024 through December 31, 2026 is made and entered into by and between the Borough of Matawan, a Municipal Corporation of the State of New Jersey, and Sean McCabe, Captain of Police, Borough of Matawan Police Department, Monmouth County, New Jersey, hereinafter referred to as "Sean McCabe," "Captain" or "employee".

It is understood and agreed that this Agreement shall not be interpreted to reduce or limit this employee rights created and protected by the laws of New Jersey, including N.J.S.A 40A:14-118 through and inclusive of 40A:14-176.

Now, therefore, it is mutually agreed between the parties hereto that the following terms shall constitute the entire Agreement between the subject parties:

1. This Agreement shall govern all wages and other conditions of employment hereinafter set forth. The employee is also subject to any and all Borough ordinances, policy and procedures, rules and regulations of the Borough of Matawan, the Police Department and any applicable state statutes.

2. **Base Salary:** (excluding college incentive and longevity)

2024	\$156,683.19
2025	\$165,390.51
2026	\$171,946.13

3. **Holiday Schedule** - The Borough agrees to guarantee the following paid holidays: Additionally, the Captain shall be afforded any and all holidays afforded to Borough Administrative Staff at Borough Hall not listed below.

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King Day

4. **College Incentive** - The Borough of Matawan agrees that you shall receive a yearly college incentive payment (B.S. Degree) in the amount of \$750.00 added to your base salary prior to any longevity payment.

5. **Command Staff** - The parties acknowledge and agree that in prior contracts, the compensation for the differential associated with Command Staff duties has been fully incorporated into the base salary outlined in this Agreement. As such, no additional compensation will be provided for the performance of Command Staff duties.

6. **Longevity** - The Captain shall be entitled to longevity payments in accordance with the following schedule:

10% of base salary commencing in the 20th year of service.
12.5% of base salary commencing in the 24th year of service.

7. **Clothing and Maintenance Allowance** - The parties agree and acknowledge that in prior contracts, the clothing allowance was eliminated, and the difference has been incorporated into the base salary from the onset of the initial contract that incorporated this adjustment. It shall be the responsibility of the Captain to maintain all uniforms of the department as prescribed by department order. All new uniform requirements will be supplied by the Borough of Matawan. Any changes or additions to said uniform requirements shall be issued by the Borough without cost to the employee. The cleaning (dry or wet) and alterations of said uniforms prescribed by the police department shall be assumed by the Borough of Matawan.

8. **Personal Time** - The Captain shall be entitled to 48 hours of personal time per year. Notice of intention to exercise the personal days shall be given to the Chief of Police in advance of their use; unused personal time may not be carried over into a subsequent year.

9. **Tuition Credit** - The Borough shall provide a yearly tuition payment for each college credit hour within the specific field of Criminal Justice, Emergency Management, Public Administration or a similar field while a member of the Matawan Police Department. The reimbursement rate shall be at the Rutgers College Credit rate for that year. The yearly college tuition payments shall not exceed twelve (12) credit hours per year.

10. **Funeral Leave** - In the event of a death in his immediate family, a Borough employee shall be entitled to a leave of absence. During such leave, the employee shall be paid his regular salary for a maximum of three consecutive, regular scheduled workdays.

The employee's immediate family shall be defined as: spouse, child, stepchild, mother, father, stepmother, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, and grandchildren, or as determined by the Employer.

11. **Vacation** - The Captain shall be entitled to 280 hours of vacation per year beginning in CY 2025. Unused vacation may be carried over into the next calendar year with the approval of the Mayor and Council.

12. **Separation from Service: Vacation Pay** - If the Captain is laid off, resigns, or is otherwise separated from the service of the Borough but not as a result of misconduct, he shall receive vacation pay for all of his accrued vacation up his separation from employment with the Borough. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last workday of the employee's employment.

13. **Insurance**

Group Life and Accidental Death Dismemberment Insurance. The Borough shall provide the Captain with a \$10,000.00 Life Insurance Policy and equal amount of Accidental Death and Dismemberment (AD&D) coverage.

Right to Select Carrier. The Borough reserves the right to provide the above life and accidental death and dismemberment coverage through a self-insured plan or under a group insurance policy or policies covered by an insurance company or insurance companies selected by the Borough. Notwithstanding any such changes, the level of benefits shall remain substantially similar to or greater than existing than existing benefits.

14. **Medical Insurance** - The Borough shall maintain a group medical, major medical, and hospital insurance policy, and shall pay all premium costs (minus active employee current contribution as set forth in Chapter 78 {P.L. 2011, c. 78} and applicable state statutes) during the course of employment for hospital insurance, including death benefits, for the employee and their dependents and spouse in keeping with the provision of insurance coverage currently in effect at the signing of this Agreement.

For the term of this Agreement, the Borough agrees to continue to provide the above benefit and shall pay all premium costs with zero retiree contributions, upon retirement with 25 years or more years of service. Upon retirement, if the employee has Medicare entitlement, the employee is required to enroll in Medicare and the Borough coverage shall be deemed secondary. If in the unlikely event, the employee does not meet the qualifications for Medicare, the Borough shall assume the cost of Medicare to continue medical benefits upon retirement (as previous Police Department employees have received).

15. **Right to Select Carrier** - The benefits provided for here in shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Borough. "Insurance Companies" include regular life insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provision of the policies between the Borough and the insurance company. Notwithstanding any such change, the level of benefits shall remain substantially similar to or greater than existing benefits.

16. **Non-Duplication of Benefits** - All parties agree to coordinate benefits in situations where a spouse has coverage. It is employees expressed responsibility to provide employer with spouse insurance information, including but not limited to, spouse's current employer, a copy of spouse's insurance policies, declaration pages, premium amounts and proof of premium payment.

In the event spouse obtains insurance coverage or changes coverage, the employee shall notify employer and provide the aforesaid documentation within 30 days.

17. **Optical Plan** - The Borough shall assume the cost of providing Sean McCabe with eye examinations, at an optometrist selected by the Borough, once every twenty-four (24) months. The Borough shall grant Sean McCabe an allowance of seventy-five dollars (\$75.00) toward the cost of one (1) pair prescription glasses in each twenty-four (24) month period. The Borough shall not be required to pay for more than one (1) eye examination or pay for more than one (1) eyeglass allowance for Sean McCabe in any twenty-four (24) month period.

18. **Sick Leave/Injury**

Sick Leave and Duty Injury Leave/Sick Leave Accumulation Rate - The employee shall be entitled to accumulate sick leave as follows at the rate of ten (10) hours of sick leave for each completed month of service, such sick leave to be accrued at the rate of 5 (five) hours per pay period. Except for job related injuries, no employee will accrue sick time while on sick or injury leave.

Sick Leave Utilization Requirements - The employee with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

- a. **Personal Illness or Disability** - Any employee who has contracted or incurred and is suffering from any non-service-connected sickness or disability, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under enforced quarantine in accordance with community health regulation, or restricted due to exposure to a contagious disease in accordance with a doctor's order. Employees shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury leave benefits.
 - b. **Family Illness Disability** - Employees shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. The determination as to whether or not there exists a hardship shall be made by the Chief of Police after the employee has provided sufficient and satisfactory medical documentation of the illness or disability.
19. **Maternity, Medical and Extended Duty Injury Leave** - Employees shall be eligible to receive paid sick leave, to the extent they have accrued sick leave credit, approved medical leave, and approved extended duty injury leave. Maternity leave shall be treated the same as any other disability as proved by law.
20. **Vacation and Personal Leave** - When an employee becomes eligible for paid sick leave while on vacation or during an approved personal leave, sick leave may be used in place of vacation time or personal leave hours, provided satisfactory evidence and certification of the illness or disability is presented to the Chief of Police. The determination as to whether or not sick leave time may be used under this provision shall be made by the Chief of Police.
21. **Sick Leave Pay** - The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time sick leave is approved.
22. **Duty Injury Leave** - A duty incurred sickness or disability shall not be charged against the accumulated sick leave of an employee for one (1) year during which the employee is on approved duty injury leave and eligible for duty injury leave benefits in accordance with applicable law, beginning with the date of injury or date of beginning illness.
23. **Sick Leave Notification** - It is the responsibility of the Captain requesting paid sick leave to notify the Chief of Police.

Employees who are requesting paid sick leave shall notify or cause notification to be made to the Chief of Police. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to the employee's Chief of Police. In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, or after an employee becomes sick or ill and leaves work, the Chief of Police shall consider and handle the employee's absence without pay, unless the employee can later substantiate with documentation that it was impossible to make or cause such notification. The decision is to be made by the Chief of Police. Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Chief of Police.

24. **Sick Leave Certification and Approval** - If the Borough has reasonable grounds to believe sick leave is being abused, it may at its discretion require any employee requesting paid sick leave to furnish substantiating evidence of a statement from their attending physician certifying that absence from work was required due to one of the reasons set forth above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays.

25. **Sick Leave Release** - The employee who is sick or disabled for three (3) or more consecutive work days may be required at the Borough's discretion; and any employee who is sick or disabled for six (6) or more consecutive workdays shall be required to secure and submit a physician's release certifying that they are fit to return to work. This release must be submitted to the Chief of Police before the employee will be permitted to return to work. The Borough may also require, at its discretion, that an employee take a medical physical in conjunction with the above sick leave procedure.

If the two (2) doctors disagree, the parties agree to consult with the Monmouth County Medical Society Selective to select a third qualified physician. Such physician cost will be submitted to the Employer's insurance carrier. Any cost not covered under the employee's policy shall be paid by the Borough. Such doctor's determination shall be binding upon the parties.

26. **Extended Leave** - After using 240 hours of sick leave, the employee who shall be injured, ill or disabled from any cause not connected with his service as an employee so as to become physically unfit for work, shall be entitled to a leave of absence with pay, provided that said leave of absence is authorized by resolution of the Borough Council and in accordance with the following schedule:

- If the employee has served for more than ten (10) years, he shall be entitled to a leave of absence with full pay for twenty-six (26) weeks, plus an additional thirteen (13) weeks at half (1/2) pay.

27. **Separation from Services** - Employees shall be paid for one-half (1/2) of their total accrued sick leave upon their retirement, including disability retirement, upon their resignation following 10 (10) or more consecutive years of service in the Borough; or to their beneficiaries in case of death to a maximum of \$15,000.00. The amount of payment shall be calculated based upon the employee's prevailing hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.

28. **Police Licensing** - Pursuant to requirements of P.L. 2022, c. 65 all law enforcement officers in the State of New Jersey must have a valid license for employment as a law enforcement officer pursuant to the requirements set forth by Statute. Failure to obtain and maintain the required license shall be grounds for suspension, termination or both, from employment with the Borough. The Borough shall pay any established fee associated with the initial application or renewal of a license as required by this section. The Borough shall not be responsible for costs incurred outside of any established application or renewal fee schedule. The officer shall be solely responsible for ensuring that their license remains in good standing, including satisfaction of the payment of any cost, fees, or attorney fees associated with appeals related to a denial or revocation of an officer's police license.

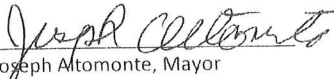
29. **Continuation of Benefits Not Covered by this Agreement** - All employment conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to either Borough Ordinance or Rule and regulation of the Police Department and any past or present benefits which other Command Officers enjoy but that have not been specifically included in this agreement shall be continued.

30. **Effective Date of Agreement** - This agreement shall be effective retroactively to October 1, 2024 through and including December 31, 2026. The Borough shall be responsible to provide any and all payments retroactively from October 1, 2024 to the date of its signing.

The Borough and the Captain shall mutually enter into negotiations for a successor Agreement prior to the expiration of the within Agreement. The employee acknowledges that he has the right to seek legal counsel in conjunction with the negotiation of this contract and with its execution. The employee expressly and without duress voluntarily waives any right to counsel.

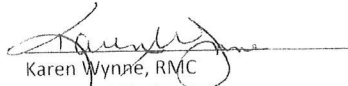
In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized representatives this 17th day of December, 2024.

BOROUGH OF MATAWAN


Joseph Altomonte, Mayor

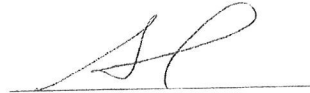
Date December 17, 2024

ATTEST:


Karen Wynne, RMC
Municipal Clerk

Date: December 17, 2024

EMPLOYEE


Sean McCabe
Captain of Police

Date: 1/7/25