

RESOLUTION 21-05-02

**AUTHORIZING EXECUTION OF
2021-2024 EMPLOYMENT AGREEMENT BETWEEN
THE BOROUGH OF MATAWAN
AND POLICE CAPTAIN JEREMIAH E. HOURIHAN, III**

WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Police Captain Jeremiah E. Hourihan, III respecting the 2021-2024 calendar years of employment; and

WHEREAS, after negotiation, the Borough of Matawan and Captain Hourihan have reached a satisfactory Employment Agreement for the 2021-2024 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 Jeremiah E. Hourihan, III for the 2021-2024 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 Jeremiah E. Hourihan, III.

CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date of this certification funds are available from the 1-01-25-240-100 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)

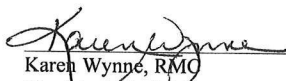
Nicole Horvath, CMFO

Dated: May 4, 2021

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 May 4, 2021.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 4th day of May, 2021.


Karen Wynne, RMC
Municipal Clerk

AGREEMENT

Between

JEREMIAH E. HOURIHAN III, CAPTAIN OF POLICE

And

THE BOROUGH OF MATAWAN

This Agreement is entered into this 1st day of January, 2021 through December 31, 2024 is made and entered into by and between the Borough of Matawan, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Employer"; and Jeremiah E. Hourihan, III, Captain of Police, Borough of Matawan Police Department, Monmouth County, New Jersey, hereinafter referred to as "Jeremiah E. Hourihan, III, "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, 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:**

2021	2% increase	\$143,406.90 per annum (excluding college incentive, command staff differential and longevity)
2022	3% increase	\$147,709.11 per annum (excluding college incentive, command staff differential and longevity)
2023	2% increase	\$150,663.29 per annum (excluding college incentive, command staff differential and longevity)
2024	3% increase	\$155,183.19 per annum (excluding college incentive, command staff differential and longevity)

3. **Holiday Schedule.** The Borough agrees to guarantee the following paid holidays:

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 (A.S. Degree) in the amount of \$500.00 added to your base salary prior to any longevity payment.
5. **Command Staff Differential** - The Borough of Matawan agrees that you shall receive additional compensation added to your base salary (prior to longevity) for your 24-hour on-call status as a Command Officer in accordance with the following schedule:

2021	\$1,500.00
2022	\$1,500.00
2023	\$1,500.00
2024	\$1,500.00

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 Captain shall be entitled to a clothing and maintenance allowance of \$1,000.00. 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.

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 during the course of employment for hospital insurance, including dental benefits, of Jeremiah E. Hourihan III and his 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 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).

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.

15. **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.

16. **Optical Plan**

The Borough shall assume the cost of providing Jeremiah E. Hourihan III with eye examinations, at an optometrist selected by the Borough, once every twenty-four (24) months. The Borough shall grant Jeremiah E. Hourihan III 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 Jeremiah E. Hourihan III in any twenty-four (24) month period.

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:

1. **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.

2. **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.

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 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.

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

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.

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 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.

25. 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.

26. 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 \$12,000.00. 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.

27. 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.

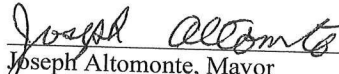
28. Effective Date of Agreement

This agreement shall be effective retroactively to January 1, 2021 through and including December 31, 2024. The Borough shall be responsible to provide any and all payments retroactively from January 1, 2021 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.

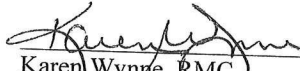
In witness whereof, the parties hereto have caused these presents to be signed by their duly authorized representatives this 10 day of May, 2021.

BOROUGH OF MATAWAN


Joseph Altomonte, Mayor

Date: 5-5-2021

ATTEST


Karen Wynne, RMC
Municipal Clerk

Date: 5-5-2021

EMPLOYEE


Jeremiah E. Hourihan, III
Captain of Police

Date: 5-10-2021