

RESOLUTION 22-05-24

**AUTHORIZING EXECUTION OF
2022-2024 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 2022-2024 calendar years of employment; and

WHEREAS, after negotiation, the Borough of Matawan and Chief Falco have reached a satisfactory Employment Agreement for the 2022-2024 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 Thomas J. Falco, Jr. for the 2022-2024 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 Thomas J. Falco, Jr.

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 2-01-25-240-100 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)

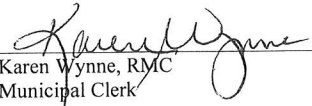
Nicole Horvath, CMFO

Dated: May 17, 2022

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 17, 2022.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 17th day of May, 2022.


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 this 17th day of May, 2022 is inclusive through December 31, 2024 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):

2022	\$157,178.25
2023	\$163,465.38
2024	\$170,000.00

3. **Holiday Schedule**

The Chief of Police 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 shall be entitled to longevity payments in accordance with the following schedule: 12.5% of base salary (as specified in #2 above).

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. **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.

8. **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 year.

9. **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.

10. **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.

11. **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 as a result of misconduct, he shall receive vacation pay for all of his 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.

12. **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.

13. **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 (and upon retirement as indicated in this Agreement) 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. The Borough agrees to continue to provide the above benefit upon retirement with 25 years or more years of service to the Borough. 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 (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 herein 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.

14. **Non-Duplication of Benefits**

All parties agree to coordinate benefits in situations where spouse has coverage. It is employee's 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.

15. **Optical Plan**

The Borough shall assume the cost of providing Thomas J. Falco Jr. with an eye Examination, at an optometrist selected by the Borough, once every twenty-four (24) months. The Borough shall grant Thomas J. Falco Jr. 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 Thomas J. Falco Jr. in any twenty-four (24) month period.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Sick Leave Notification**

It is the responsibility of the Chief of Police when utilizing paid sick leave to notify the Borough Administrator.

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.

22. **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.

23. **Sick Leave Release**

This employee who is sick or disabled for three (3) or more consecutive workdays 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.

24. **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.

25. **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 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 workday 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 eighty (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 second pay period of January each year, provided the CFO certifies the funds are available within the PY budget.

26. **Effective Date of Agreement**

This Agreement shall be effective retroactively to January 1, 2022 through and including December 31, 2024. The Borough shall be responsible to provide any and all payments retroactively from January 1, 2022 to the date of its signing.

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. The employee expressly and without duress voluntarily waives any right to counsel.

27. **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 forty (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.

28. **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 or convention conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, Monmouth County Chiefs of Police Association, New Jersey State Police, 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.

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

29. **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

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.

30. **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.

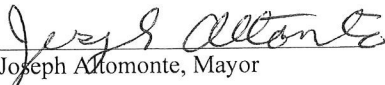
31. **Miscellaneous Provisions**

a. The Borough shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges or civil litigation filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. These services shall be provided by the Borough Labor Counsel, Borough Attorney, or another attorney appointed by the Borough as necessary, or an attorney selected by the Chief of Police and approved by the Borough.

b. In the event the Chief retires during the course of this Agreement and his presence is needed at any hearing, disposition, trial or the preparation, meeting or conference arising out of any current, previous or new litigation, the retired Chief shall be compensated at his last paid regular hourly rate.

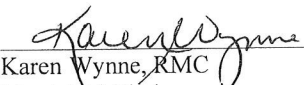
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their duly authorized representatives this 17 day of May, 2022.

BOROUGH OF MATAWAN


Joseph Altomonte, Mayor

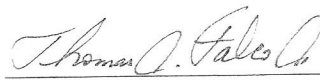
Date 5-17-2022

ATTEST:


Karen Wynne, RMC
Municipal Clerk

Date 5-17-2022

EMPLOYEE


Thomas J. Falco, Jr.
Chief of Police

Date 5-17-2022