

**Borough of Matawan
Workshop Session
August 5, 2020**

A regular meeting of the Council of the Borough of Matawan, New Jersey, was held at the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey on August 5, 2020, with Councilman Reeve presiding. Pursuant to Section 5 of the Open Public Meetings Act, adequate notice of this meeting has been provided by publishing notification in *The Independent* on January 8, 2020, by sending notice to the *Asbury Park Press*, and by posting. A copy of said notice is and has been made available to the public and is on file in the Office of the Borough Clerk. A copy of said notice has also been sent to such members of the public as have requested such information in accordance with the Statute. Councilman Reeve called the meeting to order at 7:00 PM requesting a roll call.

On roll call the following members responded present:

Yes: Councilman Brian Livesey (via telephone)
Councilman Brett Cannon
Councilman Nicolas Reeve
Councilman John Lazar

Absent: Mayor Joseph Altomonte
Councilwoman Stephanie Buckel
Councilwoman Deana Gunn

Also present were Scott Carew, Borough Administrator and Pasquale Menna, Esq., Borough Attorney.

Councilman Reeve asked everyone to stand for a Salute to the Flag.

Councilman Reeve asked everyone to stand for a Moment of Silence.

Councilman Cannon announced that Mayor Altomonte was working in his role as Battalion Chief for the Jersey City Fire Department helping Jersey City recover from the Tropical Storm Isaias. He noted both Councilwomen Buckel and Gunn had prior engagements.

Privilege of the Floor for Agenda Items Only

Councilman Reeve asked for a motion to open the Privilege of the Floor for Agenda Items Only. Councilman Lazar made the motion, seconded by Councilman Cannon. Council agreed. Motion passed.

There were no comments.

Councilman Reeve requested a motion to close the Privilege of the Floor for Agenda Items Only. Councilman Lazar made the motion, seconded by Councilman Cannon. Council agreed. Motion passed.

Approval of Minutes

Councilman Reeve requested a motion to approve the minutes of the July 21, 2020 Council Meeting. Councilman Lazar made the motion, seconded by Councilman Cannon. Council agreed. Motion passed.

**Public Hearing for the Person-to-Person Transfer of
ABC Plenary Retail Distribution License #1329-44-008-006**

Councilman Reeve requested a motion to open the Public Hearing. Councilman Lazar made the motion, seconded by Councilman Cannon. Council agreed. Motion passed.

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There were no comments.

Councilman Reeve asked for a motion to close the Public Hearing. Councilman Lazar made the motion, seconded by Councilman Cannon. Council agreed. Motion passed.

Councilman Reeve read by title Resolution 20-08-01: Person-to-Person Transfer of Plenary Retail Distribution License from RH Dembling Realty Services, LLC to Vincent Wilt #1329-44-008-006. Councilman Lazar made the motion, seconded by Councilman Cannon. Councilman Reeve requested a roll call vote. A roll call vote was taken.

Yes: Councilman Brian Livesey
Councilman Brett Cannon
Councilman Nicolas Reeve
Councilman John Lazar

Motion passed.

**RESOLUTION 20-08-01
PERSON-TO-PERSON TRANSFER OF
PLENARY RETAIL DISTRIBUTION LICENSE FROM
RH DEMBLING REALTY SERVICES, LLC AS RECEIVER FOR KAMAL, INC. TO VINCENT WILT
#1329-44-008-006**

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail Distribution License Number 1329-44-008-006, heretofore issued to RH Dembling Realty Services, LLC as Receiver for Kamal, Inc. currently as a pocket license in the Borough of Matawan, New Jersey 07747; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan does hereby approve, effective August 5, 2020, the Person-to-Person Transfer of the aforesaid Plenary Retail Distribution License held by RH Dembling Realty Services, LLC as Receiver for Kamal, Inc. as a pocket license to Vincent Wilt, 825 Boulevard, Westfield, New Jersey 07090, and does hereby direct the Borough Clerk/ABC Board Secretary to endorse the license certificate to the new ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to Vincent Wilt, effective August 5, 2020."

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance, Police as well as Vincent Wilt, RH Dembling Realty Services, LLC c/o Sean E. Regan, Esq., Richard J. Schwartz, Esq., as well as the NJS Division of Alcohol Beverage Control.

Consent Agenda

Councilman Reeve read by title Resolutions 20-08-02 through and including 20-08-03 requesting a motion to approve en masse. Councilman Lazar made the motion, seconded by Councilman Cannon. Councilman Reeve requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 20-08-02
RENEWAL OF 2020-2021 ABC LIQUOR LICENSES**

BE IT RESOLVED by the Borough Council of the Borough of Matawan that the following liquor licenses be renewed, subject however to the rules, regulations, receipt of Tax Clearance Certificates, statutes and ordinances affecting the same, said licenses to expire September 30, 2020:

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**Plenary Retail Consumption License
\$1,600.00**

<u>LICENSE #</u>	<u>NAME</u>	<u>ADDRESS</u>	
1329-33-010-007	111-113 Main Street, LLC	111-113 Main Street	Matawan, NJ 07747
1329-33-017-005	Huang Inc. (JFJ Liquor & Bar)	1070 Route 34	Matawan, NJ 07747

**RESOLUTION 20-08-03
RELEASE OF ESCROW FUNDS
SEASONAL WORLD FOR 20 OLIVIA PLACE – BLOCK 68, LOT 1.08**

WHEREAS, Seasonal World has requested the release of the balance on the escrow account for Block 68, Lot 1.08, otherwise known as 20 Olivia Place, Matawan, New Jersey; and

WHEREAS, on September 12, 2017, Seasonal World posted total escrow in the amount of Seven Hundred Fifty Dollars and No Cents (\$750.00) in association with an application for an in-ground swimming pool for the resident at 20 Olivia Place; and

WHEREAS, the Borough Engineer and Borough of Matawan Construction Office have certified any and all outstanding issues and billing have been satisfied, and have recommended the release of all remaining escrow.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby approves the release of any remaining escrow, including interest, to Seasonal World, 532 Monmouth Road, Route 537, Clarksburg, NJ 08510.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Construction, Finance, as well as Seasonal World.

New Business

Councilman Reeve read by title Resolution 20-08-04: Authorizing the Borough of Matawan Department of Public Works Sewer to Enter into an Agreement with the New Jersey State Department of Transportation for Utility Engineering and Construction Agreement and Amendment UECA-11-Rt79 Middlesex St-153800. Mr. Menna noted that this Resolution and Resolution 20-08-05: Authorizing the Borough of Matawan Department of Public Works Water to Enter into an Agreement with the New Jersey State Department of Transportation for Utility Engineering and Construction Agreement and Amendment UECA-11-Rt79 Middlesex St-153800 essentially serve the same purposes, and a motion can be moved for both simultaneously. Councilman Cannon made the motion, seconded by Councilman Lazar. Council agreed. Motion passed.

**RESOLUTION 20-08-04
AUTHORIZING THE BOROUGH OF MATAWAN DEPARTMENT OF PUBLIC WORKS
SEWER TO ENTER INTO AN AGREEMENT WITH THE NEW JERSEY STATE
DEPARTMENT OF TRANSPORTATION FOR UTILITY ENGINEERING AND
CONSTRUCTION AGREEMENT AND AMENDMENT UECA-11-RT79 MIDDLESEX ST-
153800**

WHEREAS, the New Jersey State Department of Transportation (“State”) is going to undertake the design and construction of Route 79, Route 9 to Route 34 (Middlesex Street) located through Marlboro Township, Freehold Borough, Freehold Township and the Borough of Matawan; and

WHEREAS, the State is being asked to simultaneously execute the attached an Utility Engineering and Construction Agreement (UECA), Utility Engineering and Construction Agreement Amendment (Amendment) with Exhibits 1-10, UECA-11-Rt79 Middlesex ST-153800 between the State and the Borough of Matawan Department of Public Works Sewer for the verification, design, protection and/or relocation of certain public works facilities in connection with the design and construction of this project; and

NOW, THEREFORE BE IT RESOLVED, by the Council of the Borough of Matawan that the Borough of Matawan enter into the attached Utility Engineering and Construction Agreement (UECA), Utility Engineering and Construction Agreement Amendment (Amendment) with Exhibits 1-10, UECA-11-Rt79 Middlesex ST-153800 with the New Jersey State Department of Transportation.

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BE IT FURTHER RESOLVED, by the Council of the Borough of Matawan that Mayor Joseph Altomonte 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, Construction, Finance, Fire Department, Fire Prevention, Police, Public Works as well as the New Jersey State Department of Transportation.

RESOLUTION 20-08-05

AUTHORIZING THE BOROUGH OF MATAWAN DEPARTMENT OF PUBLIC WORKS WATER TO ENTER INTO AN AGREEMENT WITH THE NEW JERSEY STATE DEPARTMENT OF TRANSPORTATION FOR UTILITY ENGINEERING AND CONSTRUCTION AGREEMENT AND AMENDMENT UECA-11-RT79 MIDDLESEX ST-153800

WHEREAS, the New Jersey State Department of Transportation (“State”) is going to undertake the design and construction of Route 79, Route 9 to Route 34 (Middlesex Street) located through Marlboro Township, Freehold Borough, Freehold Township and the Borough of Matawan; and

WHEREAS, the State is being asked to simultaneously execute the attached an Utility Engineering and Construction Agreement (UECA), Utility Engineering and Construction Agreement Amendment (Amendment) with Exhibits 1-10, UECA-11-Rt79 Middlesex ST-153800 between the State and the Borough of Matawan Department of Public Works Water for the verification, design, protection and/or relocation of certain public works facilities in connection with the design and construction of this project; and

NOW, THEREFORE BE IT RESOLVED, by the Council of the Borough of Matawan that the Borough of Matawan enter into the attached Utility Engineering and Construction Agreement (UECA), Utility Engineering and Construction Agreement Amendment (Amendment) with Exhibits 1-10, UECA-11-Rt79 Middlesex ST-153800 with the New Jersey State Department of Transportation.

BE IT FURTHER RESOLVED, by the Council of the Borough of Matawan that Mayor Joseph Altomonte 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, Construction, Finance, Fire Department, Fire Prevention, Police, Public Works as well as the New Jersey State Department of Transportation.

Due to the size of both Agreements, copies are attached to the paper copy of these minutes which are on file and available for inspection in the Office of the Borough Clerk.

Councilman Reeve read by title Resolution 20-08-06: Resolution Authorizing Execution of Employment Agreement Between the Borough of Matawan and Lieutenant Patrick J. Walker. Councilman Lazar made the motion, seconded by Councilman Livesey. Councilman Reeve Council agreed. Motion passed.

RESOLUTION 20-08-06

**RESOLUTION AUTHORIZING EXECUTION OF
EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF MATAWAN AND LIEUTENANT PATRICK J. WALKER**

WHEREAS, there is a need to have an Agreement between the Borough of Matawan and Police Lieutenant Patrick J. Walker effective January 1, 2020 through and including December 31, 2020; and

WHEREAS, after negotiation the Borough of Matawan and Lieutenant Patrick J. Walker have reached a satisfactory Employment Agreement effective January 1, 2020 through and including December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Matawan that it hereby accepts the terms and conditions of the attached Employment Agreement between the Borough of Matawan and Lieutenant Patrick J. Walker, and 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 Lieutenant Patrick J. Walker.

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CERTIFICATION AS TO AVAILABLE FUNDING

I, Nicole Horvath, Chief Financial Officer of the Borough of Matawan, County of Monmouth, and State of New Jersey, do hereby certify that as of the date of this certification funds are available from the 0-01-25-240-100 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: August 5, 2020

AGREEMENT

Between

PATRICK J. WALKER

LIEUTENANT OF POLICE

And

THE BOROUGH OF MATAWAN

This Agreement is entered into this 5th day of August, 2020 through December 31, 2020, retroactive to January 1, 2020, 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 Patrick J. Walker, Lieutenant of Police, Borough of Matawan Police Department, Monmouth County, New Jersey, hereinafter referred to as "Lieutenant" 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 NJSA 40A:14-118 through and inclusive of 40A:14-176;

It is further understood that due to the variable schedule of employees of the Matawan Police Department all days should be converted to hours for purposes of computing vacation, sick, personal and comp time;

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

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.

1. **Base Salary 2020:** \$133,900.00 per annum (excluding college incentive, Watch Commander shift differential and longevity).
2. **Watch Commander Shift Differential and Work Schedule:** *The Borough recognizes that you will serve as a Watch Commander as assigned by the Chief of Police, and as such will be scheduled to work holidays. The Borough agrees to compensate you with a \$1,500.00 Watch Commander shift differential which will be added to your base salary. It is further understood that although a Command Officer within the agency, the Lieutenant (Watch Commander) shall be eligible for overtime, compensatory time and Police Special Duty Assignments as governed by Department Order promulgated by the Chief of Police.*

The schedule of the Watch Commander is at the sole discretion of the Chief of Police. It is understood that the Watch Commander shall not owe any time to the Borough based upon the schedule they are assigned. The Watch Commanders shall be given the same notice as the Sergeants regarding change of scheduled – 24 hours.

3. **College Incentive:** *The Borough of Matawan agrees that you shall receive a yearly college incentive payment added to your base salary prior to any longevity payment in accordance with the schedule set forth in the Collective Negotiations Agreement of Matawan PBA Local #179. For the purpose of the Lieutenant's Agreement only, Political Science is an approved course of study as outlined by current PBA Agreement.*
4. **Longevity:** *The Lieutenant shall be entitled to longevity payments in accordance with the following schedule:*

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7.5% of base salary commencing in the 15th year of service.

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

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

5. **Clothing Allowance:** *The Lieutenant shall be entitled to a clothing and maintenance allowance of \$1,000. It shall be the responsibility of the Lieutenant 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.*
6. **Personal Time:** *The Lieutenant shall be entitled to 5 personal days (55 hours of personal time on the eleven-hour work schedule). Notice of intention to exercise personal time shall be given to the Captain of Police 48 hours in advance of their use; unused personal time may not be carried over into a subsequent year.*
7. **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.*
8. **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.

9. **Vacation:** *Vacation shall be in keeping with the following schedule based upon the work schedule as promulgated by the Chief of Police:*

<i>(8 hour schedule):</i>	<i>280 hours</i>
<i>(10.5 hour schedule):</i>	<i>283.5 hours</i>
<i>(11 hour schedule):</i>	<i>286 hours</i>
<i>(12 hour schedule):</i>	<i>288 hours</i>

Unused vacation may be carried over into the next calendar year only with the recommendation of the Chief of Police and the approval of the Mayor and Council.

10. **Separation from Service - Vacation Pay:** *If the Lieutenant 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 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.*

11. **Insurance:**

Group Life and Accidental Death and Dismemberment Insurance. *The Borough shall provide the Lieutenant 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 benefits.*

12. **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 Lieutenant and his spouses 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*

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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 herein shall be provided through a self-insured plan or under a 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 changes, the level of benefits shall remain substantially similar to or greater than existing benefits.

13. **Non-Duplication of Benefits:** *All parties agree to coordinate benefits in situations where a 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.

14. **Optical Plan:** *The Borough shall assume the cost of providing employee with eye examinations, at an optometrist selected by the Borough, once every twenty-four (24) months. The Borough shall grant employee an allowance of seventy-five (\$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 employee in any twenty-four (24) month period.*

15. **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 a rate of five (5) 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. Employee shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury leave benefits.*
 - b. *Family Illness Disability. Employee 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 here 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.*
16. **Maternity, Medical and Extended Duty Injury Leave:** *Employee 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 provided by law.*
17. **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 Captain of Police. The determination as to whether or not sick leave time may be used under this provision shall be made by the Captain of Police.*
18. **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.*

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19. **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.
20. **Sick Leave Notification:** It is the responsibility of the employee requesting sick leave to notify the Captain of Police in writing.

Employee requesting paid sick leave shall notify or cause notification to be made to the Chief of Police via the chain of command. 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 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.

21. **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.
22. **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.

23. **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, 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.

24. **Separation from Services:** Employee 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. 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.
25. **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.
26. **Effective Date of Agreement:** This Agreement shall be effective through and including December 31, 2020.

The Borough and the employee shall mutually enter into negotiations for a successor Agreement prior to the expiration of the within Agreement as the Lieutenant has indicated he will be retiring from service effective January 1, 2021.

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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.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives this 5th day of August, 2020.

BOROUGH OF MATAWAN

(Signature on File)

August 6, 2020

Joseph Altomonte, Mayor

Date: _____

ATTEST:

(Signature on File)

August 6, 2020

*Karen Wynne, RMC
Municipal Clerk*

Date: _____

EMPLOYEE

Lieutenant of Police

Date: _____

Councilman Reeve read by title Resolution 20-08-07: Authorizing the Memorandum of Agreement Between the Borough of Matawan and the International Brotherhood of Electrical Workers (IBEW) – January 1, 2020 Through December 31, 2022. Councilman Lazar made the motion, seconded by Councilman Cannon. Council agreed. Motion passed.

**RESOLUTION 20-08-07
AUTHORIZING THE MEMORANDUM OF AGREEMENT
BETWEEN THE BOROUGH OF MATAWAN AND THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS (IBEW)
January 1, 2020 through December 31, 2022**

WHEREAS, the Borough of Matawan and the International Brotherhood of Electrical Workers (IBEW) have completed negotiations toward the finalization of a new contract; and,

WHEREAS, both parties have reached an agreement for a three (3) year Agreement commencing January 1, 2020 and ending on December 31, 2022.

WHEREAS, the financial resources are available to implement the terms of the proposed negotiated agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Matawan that it hereby accepts the terms and conditions of the attached Agreement between the Borough of Matawan and the International Brotherhood Of Electrical Workers (IBEW) Local 400, and 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 Matawan IBEW Local 400.

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 Various Department’s Budget (Salary & Wages) of the Borough of Matawan.

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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: August 5, 2020

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CONTRACT

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
IBEW LOCAL 400**

AND THE

BOROUGH OF MATAWAN

JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

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THIS AGREEMENT made this ____ day of January, 2020 by and between The Borough of Matawan, a municipality in the County of Monmouth, State of New Jersey, hereinafter called the "Employer" and International Brotherhood of Electrical Workers, Local Union #400 hereinafter called the "Union."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees, to establish a basis understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto do agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

**ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT**

Section 1:

This Agreement shall take effect January 1, 2020 and shall remain in effect until December 31, 2022, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January 1, through December 31 of each year, unless changed or terminated in the way later provided herein.

Section 2:

- (a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least ninety (90) days prior to the anniversary date.
- (b) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of the proposed changes.

Section 3:

The Employer hereby authorizes the Union as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article I, Section IV herein for the purposes of collective bargaining and all activities and processes relevant thereto.

Section 4:

The bargaining unit shall consist of all blue collar permanent employees of the Borough of Matawan, excluding managerial executives, professional employees, craft

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employees, supervisors within the meaning of the New Jersey Employer Employee Relations Act, policemen, white collar employees, confidential' s and crossing guards. The parties recognize that there may be disputes concerning certain titles being included or excluded from the bargaining unit. Neither party waives or restricts its right to seek and obtain a clarification from the Public Employment Relations Commission ("PERC") of said titles.

Section 5:

This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 6:

This Agreement shall be binding upon the parties hereto.

**ARTICLE 2
COLLECTIVE BARGAINING PROCEDURE**

Section 1:

Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designees and the Chairman of the Union unit or his designees shall be the respective bargaining agent for the parties.

Section 2:

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

**ARTICLE 3
DUES CHECK-OFF**

Section 1:

It is agreed pursuant to the "New Jersey Employer-Employee Relations Act" as amended, that all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in the amount equivalent to the regular membership dues, initiation fees and assessment charged by the Union to its own members, less the cost of benefits financed through dues, fees and assessments and available to or benefiting only its members.

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Section 2:

The Borough shall deduct employees' Union dues or representation fee based on Chapter 233 Laws of 1969 from employees' salary authorizing the same in writing under the following conditions:

- A. Upon receipt of duly signed authorization, the Borough shall deduct membership dues and remit the dues deducted as directed on the Authorization Card.
- B. The amount of monthly dues will be certified in writing by the Union and the amount shall be uniform for all members.
- C. No deduction will be made for any month in which there is insufficient pay available to cover same after all other deductions required by law have been made. They shall be deducted when pay is sufficient, in any payroll week, or payment of dues may be made by personal check to the Union if pay is not sufficient.
- D. Dues deducted from employees' pay will be transmitted by check as directed as soon as practicable after the deductions have been made.
- E. A new dues deduction Authorization Card will automatically cancel any prior deduction authorization on file with the Borough.
- F. The Union shall indemnify the Borough and any Department of the Borough and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Borough or any Department of the Borough for the purpose of complying with the provisions of this Article.

**ARTICLE 4
CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME**

SECTION 1:

The Employer shall permit a member of the Union Grievance committee to conduct the business of the Committee, which consists of conferring with the employees and management on specific grievances in accordance with the Grievance Procedure set forth herein. The grievance Committee member will be granted reasonable time to a limit of one (1) hour during duty hours without loss of pay and with prior approval of his department head or designee, and providing the conduct of said business shall not diminish the effectiveness of his department or require the recall of any other employees to bring that department to its proper effectiveness. Said time off may only be granted after the grievance has been formally presented in writing.

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Section 2:

The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the member. However, when practicable, the negotiations session will be set during off-duty hours.

**ARTICLE 5
DISCRIMINATION AND COERCION**

Section 1:

There shall be no discrimination, interference or coercion by the Employer of any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

Section 2:

Where the word "he" is used in this Agreement, it shall mean both sexes.

**ARTICLE 6
INTRODUCTORY PERIOD**

Section 1. New Employees

Each new employee shall serve an introductory period of ninety (90) calendar days. At the completion of thirty (30) and sixty (60) days, the employee's department head shall prepare a performance report and recommend the retention or dismissal of the introductory employee. These reports shall be submitted to the departmental Committee Chairperson.

If at the end of ninety (90) calendar days, the introductory employee shall have been deemed to have successfully completed his introductory period by the department head and the Committee Chairperson, the employee shall be granted all rights and privileges pertaining to his employment or position.

If, however, at the conclusion of the introductory period, the employee has been deemed to not have successfully completed the introductory period, the employee shall be dismissed. Nothing contained in this article shall be construed to prohibit the suspension or dismissal of an introductory employee at any time. At the time of dismissal the Borough Administrator and/or to Department Head will meet informally with the Business Agent, Shop Steward, and introductory employee to discuss the Boroughs decision related to dismissal. The dismissal of an introductory employee shall not be applicable to the grievance procedure. Except as otherwise provided by applicable law, the existence of an introductory period or the completion of the

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introductory period does not alter an employee's at-will employment relationship with the Borough.

**ARTICLE 7
SENIORITY**

Section 1. Definition of Seniority

Seniority shall, for purposes of this Agreement, be defined as an employee's length of continuous full-time service since their last date of hire, less any adjustments due to lay-off, approved leaves of absence without pay (unless otherwise agreed by the Borough), or other breaks in service. Seniority will not accrue when an employee is off the job due to a strike or other form of work stoppage. In the event of a reduction in work force, least senior employees will be terminated or laid off first.

**ARTICLE 8
WORK RULES**

Section 1:

The Borough may prepare, issue and enforce rules and safety regulations necessary for safe, orderly and efficient operation.

**ARTICLE 9
GRIEVANCE PROCEDURE**

Section 1:

- A. A grievance is a claimed breach, misinterpretation or improper application of the terms of this Agreement; or
- B. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders applicable to the Department.

Section 2:

If, at any step in the grievance procedure, Management's decision is not appealed within the appropriate time, such grievance will be considered closed and there shall be no further appeal or review.

GRIEVANCE STEPS

Section III:

Step 1. The Business Agent of the Union or his duly authorized and designated representative within fifteen (15) working days of becoming aware of a grievance circumstance shall present in writing the grievance or grievances to the department head or his designee. The department head or his designee shall answer the grievance

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in writing within fifteen (15) working days of receipt of the grievance. Any of the time frames listed in the Grievance Steps may be extended by written agreement of both parties.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Union within the time set forth in Step 1, the Union shall present the grievance or grievances in writing to the Borough Council within ten (10) working days of receipt of the Step 1 answer. This presentation shall set forth the position of the Union, and at the request of either party, discussion may ensue. The Borough Council shall answer the grievance in writing within twenty-one calendar (21) days after receipt of the grievance setting forth the position of the Employer.

Step 3. If the grievance has not been settled by the parties by Step 2 of the grievance procedure or if no answer in writing by the Mayor and Borough council has been received by the Union within the time provided in Step 2, the Union may demand arbitration of the grievance within thirty calendar (30) days as set forth in Article 10, "Arbitration," hereinafter set forth.

Section 4:

Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A of the revised New Jersey Statutes.

**ARTICLE 10
ARBITRATION**

Section 1:

If the grievance is not settled under Article 9, such grievance shall, at the request of the Union or the Employer, be referred to the State Board of Mediation for selection of an Arbitrator according to its rules. The decision of the arbitrator shall be binding. It is understood between both parties that the failure to conclude contract negotiations shall not be a matter subject to the grievance procedure. Binding arbitration shall not apply to the contract negotiation's process.

Section 2:

All submissions to arbitration must be made within thirty calendar (30)

days. Section 3:

The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement or laws of the State. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations or opinions that are not relevant in reaching the determination. The decision or award of the arbitrator shall be binding and consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once.

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The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. The fees and expenses of the Arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

**ARTICLE 11
HOURS OF WORK-SHIFTS**

Section 1 - Normal Work Day:

The normal work day for all employees shall be eight (8) hours work between the hours of 7:00 a.m. and 3:00 p.m., with thirty (30) minutes for lunch period between 12:00 noon and 1:00 p.m. Five (5) such days, Monday through Friday, shall constitute a forty (40) hour week.

Section 2 - Building and Grounds:

The exception to the previously outlined work day shall be second shift work as assigned for Building and Grounds personnel at Borough owned properties. The work day for employees performing second shift services shall be eight (8) hours work between the hours of 3:00 p.m. and 11:00 p.m., with thirty (30) minutes for lunch period between 8:00 p.m. and 9:00 p.m., Monday through Friday, constituting a forty (40) hour week.

Section 3 - Water Department:

A further exception to the previously outlined work day shall be an altered work week for the Water Department personnel at the Borough water plant.

A five (5) day workweek shall only be worked during the time that the Matawan Borough water treatment facility is operational. The workweek shall be established as follows.

- 3.1. Water department employees shall work eight (8) hours daily between the hours of 7:00 AM and 3:00 PM. Lunch periods shall be thirty (30) minutes between 12:00 PM and 1:00 PM Monday through Friday. This shall constitute a forty (40) hour workweek.
- 3.2. One (1) employee of the water department shall work the same hours except that the workweek shall be Tuesday through Saturday constituting a forty (40) hour workweek.
- 3.3. The scheduling of the personnel to the different work weeks shall be determined by the employees, their immediate supervisor and in consultation with the Borough Administrator.

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All other terms of this contract shall remain in effect during the operation of the five (5) day week.

Section 4:

All work performed outside of the stated hours and the first eight hours on Saturday will be paid at time and one-half of the regular straight time rate. Sundays and holidays as prescribed in Article 13, or days celebrated as such shall be paid at double the straight time rate.

Section 5:

If it becomes necessary to work an additional shift, in addition to the employee's regular hours, Monday through Friday, the first eight hours of each of the five (5) days shall be at the, straight time rate. Any work performed outside of these hours shall be paid at the overtime rate. An additional shift shall consist of five consecutive days at eight hours per day.

Section 6:

A lunch period of thirty (30) minutes shall be allowed on each eight hour work day.

Section 7:

All overtime work required after the completion of an employee's regular shift shall be paid in keeping with the terms and conditions outlined in Article 12 of this Agreement.

Section 8:

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

**ARTICLE 12
OVERTIME**

Section 1:

An employee shall be entitled to overtime at the rate of one and one-half (1^{1/2}) times his regular rate only after said employee has worked eight hours any given work day or forty (40) hours in any given work week. Vacation and holidays are to be considered time worked in the above matter.

Section 2:

No employee shall work in excess of his prescribed work day unless said overtime is authorized by his department head or designee. Overtime will be distributed

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by the department head or his designee and will be distributed equally among the members covered by this Agreement. All personnel who are properly trained are required to be on the overtime rotation. The department head shall provide the Shop Steward with a listing of overtime distribution for the previous pay cycle within ten (10) days of the distribution of payroll.

Section 3:

Except as otherwise provided in Article 11, any work performed in excess of eight hours on Saturday shall be at the rate of double time. Sundays and holidays shall be paid at the rate of double time. These overtime rates shall apply to any work performed outside the regularly scheduled shift.

Section 4:

In the event that any employee is called to duty on what is normally his off-duty hours, he shall be paid overtime at the rate herein prescribed, for a minimum of four (4) hours.

Section 5:

Where possible and except in the case of emergency, a two (2) hour notification period should be given to an employee prior to his working overtime.

Section 6:

Employees covered by this Agreement shall be entitled to a meal, paid for by the Borough of Matawan, when they work ten (10) continuous hours through two meals. Employees shall submit a voucher and a copy of the bill as proof of payment.

Section 7:

The above shall be subject, however, to any state or federal law or regulation which may now or in the future be enacted to the contrary.

**ARTICLE 13
HOLIDAY - PERSONAL LEAVE**

Section 1:

Each employee covered by this Agreement shall receive the following holidays:

1. New Year's Eve (one-half day)
2. New Year's Day
3. Martin Luther King Day
4. President's Day
5. Good Friday
6. Memorial Day

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7. Fourth of July
8. Thanksgiving Day
9. The day after Thanksgiving Day
10. Labor Day
11. Columbus Day
12. Election Day
13. Veteran's Day
14. Christmas Eve (one-half day)
15. Christmas Day

Section 2: Payment for Holidays:

The above mentioned holidays shall be included in the employee's regular pay period.

Section 3: Observance of Holidays that fall on Saturday or Sunday:

Holidays which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed the day after on Monday.

In regard to the one half day holiday allocated for the day before Christmas and New Years Eve; when either of these holidays falls on a Saturday, the half-day prior shall be recognized as Thursday. When either of these holidays falls on Sunday, the half-day prior shall be recognized as Friday.

Section 4: Personal Leave

Employees covered by this Agreement shall be entitled to five days personal leave each year.

Section 5:

Military Leave:

- A. Military leave shall be granted in accordance with applicable state and federal law.
- B. Persons covered by this provision: Any full-time employee who is a member of the National Guard, International Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in an annual field training as is authorized by law.
- C. It will be the employee's responsibility to obtain a statement from his/her commanding officer certifying the amount of compensation he/she received while in military service. If the employee's military pay for the training is less than his/her gross base earnings for a like period the Borough will pay the difference to the employee for a period not exceeding

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15 consecutive calendar days of training. Such leave of absence shall be in addition to authorized vacation. Any military training in excess of the two weeks annual field training shall be scheduled on the employee's non-duty time.

**ARTICLE 14
JURY DUTY**

Section 1: Attendance in Court

An employee will be granted jury duty leave with pay and should inquire about the duration of the jury trial. Employees shall advise their supervisor within two business days after receipt of notification to appear for jury duty.

- A. The employees will receive their regular wages. When they have completed their jury day prior to 12:00 noon, they are expected to return to work. When an employee fails to return to work, after the completion of jury duty, the time not spent at work will be considered use of personal time.
- B. Although the employees will receive their entire pay, the time slip must be submitted to the Clerk's office. The nominal fees an individual receives for jury duty are recognized as being paid to cover travel expenses and are not reimbursable to the Borough.

Witness Duty Leave of Absence

The Borough is aware that employees may be subpoenaed to appear as witnesses in trials before the court. For personal matters, employees will use available personal or vacation days.

**ARTICLE 15
BEREAVEMENT LEAVE**

Section I:

Each employee shall be granted four (4) days leave with pay upon death of a member of his immediate family. A fifth day may be granted by the Committee Chairperson if needed. Immediate family shall be defined as father, mother, sister, brother, husband, wife, daughter, son, father-in-law, mother-in-law, grandparents of employee and spouse, or relative living under the same roof. Employees shall be granted two days off with pay to attend the funeral of any other relative as approved by the Committee Chairperson.

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**ARTICLE 16
VACATIONS**

Section 1:

Each employee hired prior to January 1, 1997 who has had the length of continuous employment specified in the table following shall be entitled to the working time shown as vacation with pay at his regular rate of pay.

<u>EMPLOYEES HIRED PRIOR TO JANUARY 1, 1997</u>	
<u>LENGTH OF EMPLOYMENT</u>	<u>VACATION TIME</u>
One to five years	10 days - (2 weeks)
Six to ten years	15 days - (3 weeks)
Eleven to fifteen years	20 days - (4 weeks)
Sixteen to twenty years	25 days - (5 weeks)
Twenty-one years or over	30 days (6 weeks)
<u>EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1997</u>	
One to End of Five Years	10 days - (2 weeks)
Six to End of Ten years	15 days - (3 weeks)
Eleven Years to End of Employment	20 days - (4 weeks)

Section 2:

Eligibility for vacation shall be computed as of the first day of the month in which the individual employee was hired. Vacation time shall not be cumulative from year to year. However, the Borough recognizes the need might arise for an individual to carry over a given amount of vacation time from one year to the next. The Employer shall grant any individual employee an opportunity to appear before the Borough Council with a special request for the carry-over of a maximum of one (1) year's vacation under specific individual circumstances. The Borough Council reserves the right to either approve or deny the request based solely upon the Council's discretion.

No employee shall lose vacation time by virtue of being required to work during his or her scheduled vacation. All requests for vacation or leave of absence shall be acted and decided upon within fifteen (15) days and all vacation time must be approved in advance by the Superintendent of Public Works and the Borough Administrator. Requests for vacation will not be unreasonably denied.

**ARTICLE 17
SICK LEAVE**

Section 1:

Sick days may be utilized by full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

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Section 2:

- A. Accumulated sick days may be used by an employee for personal illness, illness in his "immediate family", which requires his attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. "Immediate family" means spouse, child, parent or unmarried brother or sister, or dependent living under the same roof. In the first year of employment, an employee shall be entitled to one sick day for each month of employment. Thereafter, sick days shall accumulate on the basis of one and one-quarter ($1\frac{1}{4}$) days per month or fifteen (15) days per year; sick days may be accumulated from year to year, but not to exceed 260 days of earned sick days.
- B. Unused accumulated sick days shall be dealt with in accordance with Borough ordinance in effect on January 1, 1987 and amended March 4, 1997, copies of which are attached and made part of this Agreement.
- C. In connection with any application for sick leave of absence pursuant to this Section, the duration of any claimed disability shall be evidenced by certificates of a physician designated by the Mayor and Council to examine the applicant.

Section 3:

- A. If an employee is absent for reasons that entitle him to use of sick days, he shall notify his supervisor no later than one (1) hour prior to his usual reporting time.
- B. Failure to notify his supervisor may be cause for denial of the use of sick days for that absence and constitute cause for disciplinary action.
- C. Absence without notice for five (5) consecutive days shall constitute a resignation.

Section 4:

- A. An employee who has been absent using sick days for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
- B. An employee who has been absent using sick days totaling ten (10) days in one (1) calendar year shall submit acceptable medical evidence for the use of any additional sick days in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

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- C. The employee's department head may require proof of illness of an employee's use of sick days whenever such requirement appears reasonable.
- D. In case of sick leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- E. The department head may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough of Matawan, by a physician designated by the Committee. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health and safety of other employees.
- F. Abuse of sick days shall be cause for disciplinary action.

**ARTICLE 18
ABSENTEEISM AND TARDINESS**

Regular attendance at work, reporting on time, and completing the required hours of work are necessary for each employee so that the Borough may meet its commitments. The Borough recognizes that circumstances beyond the employee's control may cause him or her to be absent from work for all or part of a day. The Borough, however, will not tolerate unexcused absence or tardiness.

All employees are expected to come to work regularly and on time, and notify their supervisors when they are unable to do so. Attendance and punctuality will be considered, among other factors, in the employees performance review.

**ARTICLE 19
INSURANCE**

Section 1:

The Borough shall secure accident and liability insurance for all employees to provide a defense for all actions brought against an employee by a third party as a result of Borough employment. The Borough will not indemnify any employee for punitive or compensatory damages, attorney fees or other expenses incurred by reason of the commission of a criminal act or an intentional tort by an employee.

Section 2: Hospitalization, Medical, Surgical Coverage and Life Insurance

Qualifying Employees and their dependents shall be provided medical, dental and prescription insurance through the State Health Benefits Plan ("SHBP") or the equivalent. All employees shall contribute to their health benefits in accordance with Chapter 78, P.L. 2011.

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The Employer reserves the right to change insurance carriers or implement a self-insurance program so long as substantially similar benefits are provided. The Borough will provide the Union Shop Steward with a written notice 45 days in advance of the implementation of the new program.

Section 3: Eye Care

The Borough shall assume the cost of providing each employee with an eye examination, at an optometrist selected by the Borough, once every twenty-four months. The Borough shall grant each employee an allowance of \$400.00 toward the cost of one pair of prescription glasses in each twenty-four month period, one half of the members of the bargaining unit shall be eligible for this benefit in each calendar year of this Agreement. The Borough shall not be required to pay for more than one eye examination or pay more than one eyeglass allowance for any employee in any twenty-four month period.

Section 4: Worker's Compensation Insurance

The Employer shall maintain in full force and effect, Worker's Compensation Insurance for all employees covered by this Agreement.

**ARTICLE 20
RETIREMENT BENEFIT**

Section 1:

It is agreed that, at the time of retirement, the Borough will purchase back accumulated unused sick days for any employee covered by this Agreement up to a maximum of 260 days at half pay for a maximum of \$15,000.00.

Section 2:

The Borough shall continue to provide paid health care, dental, eyeglass, prescriptive drug plan insurance benefits to retired employees of the Borough, and their spouses, who were on the payroll prior to January 1, 1999. Employees hired after January 1, 1999, will receive paid medical retiree benefits, but spousal and dependent coverage shall be available only upon the purchase of the premium charged for such coverage. Employees hired on or after January 1, 2010 will receive paid medical retiree benefits after twenty-five (25) continuous years of full-time service in good standing with the Borough. Spousal and dependent coverage shall be available only upon the purchase of the premium charged for such coverage. Benefits will be provided subject to the requirements of Ch. 78, PL 2011. Employees with twenty (20) years of service with the Borough as of the effective date of Ch. 78, PL 2011 (June 28, 2011) will not be required to contribute for such benefits upon his/her retirement.

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Section 3:

Retired employees entitled to medical insurance benefits described in Section 2, as per past practice, are required to enroll in Medicare upon reaching age 65 and will be responsible for any premium costs associated with Medicare coverage. The Borough coverage will become secondary to Medicare upon a retired employee reaching age 65. Employees hired on or after January 1, 2010 shall be removed from Borough health benefits upon reaching the age of sixty-five (65) and qualifying for Medicare coverage.

**ARTICLE 21
UNIFORM ALLOWANCE**

Section 1:

The annual uniform allowance shall be paid no later than January 31st of each year as follows:

2020-\$1,100

2021-\$1,100

2022-\$1,100

Said allowance shall be used to purchase articles of clothing specified as required attire by the department head. The uniform for personnel covered by the provisions of this contract shall be:

Assistant Foreman:

Pants: Blue Jeans or Mechanic dark blue uniform pants
Shirts: Blue and White long and short sleeve Striped Shirts (MATAWAN sewn on left side in white)
T- shirts: Dark Blue (MATAWAN) sewn on left side in white
Jacket: Brown Carhart type, Dark Blue Windbreaker, Dark Blue Hooded Sweat Jacket

Field Technician:

Pants: Blue Jeans or Mechanic dark blue uniform pants
Shirts: Light Blue, long and short sleeve shirts (MATAWAN sewn on left side in white)
T-shirts: Light Blue (MATAWAN sewn on left side in white)
Jacket: Brown Carhart type, Dark Blue Windbreaker, Dark Blue Hooded Sweat-Jacket

Mechanic:

Pants: Black Mechanic pants
Shirts: Black long and short sleeve Shirts (MATAWAN sewn over left pocket in white)
T-shirts: Black shirts (MATAWAN sewn over left side in white)

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Jacket: Brown Carhart type, Dark Blue Windbreaker, Dark Blue Hooded Sweat-jacket

Section 2:

All short and long sleeve shirts, including T-shirts, hooded sweatshirts, denim shirts and jackets must be purchased by the Borough authorized printer. Items must be engraved with the employee's name and rank is optional and the name of the Borough. Pants must be jeans, boots must be steel-tipped at DPW choice. All blue collar employees shall be required to wear their uniforms while on duty. Employees who fail to report to work in the required uniform will be sent home for the day without pay.

Section 3:

Employees shall be authorized time to pick up uniform clothing as scheduled by the Department Head from vendors selected by the Department Head. The Borough will pay for the cost of patches and any embroidery required as part of the articles of the uniform.

**ARTICLE 22
SALARIES AND PREMIUMS**

Section 1:

Salary increases shall be as follows:

Effective January 1, 2020 - 0%

Effective January 1, 2021 – 1.5%

Effective January 1, 2022 – 1.5%

Employees' salaries are attached to this Agreement as Exhibit A:

1.1 Base Pay Salary Guide see Exhibit A

Section 2:

Premium Payments:

It is understood that premium payments are described as lump sum amounts and are not to be considered part of an employee's gross base for the calculation of longevity. The first payment (one half of the total premium amount) shall be made in the July 30th payroll. The second shall be paid in the December 30th payroll.

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Phone Carry Premium:

The Borough agrees to pay annual premiums to employees designated to carry phones in the amount of \$1,000.00.

Boiler Operator Premium:

The Borough agrees to pay a \$1,000.00 annual premium to an individual licensed, or capable of providing services in keeping with requirements established by the New Jersey Department of Labor, Division of Workplace Standards, Office of Boiler and Pressure Vessel Compliance and outlined in N.T.A.C. 12:90 for low pressure boiler operation.

It is understood and agreed that one Assistant Foreman is currently providing Boiler operator coverage at no additional compensation. That individual will continue to serve as a Boiler Operator at no additional compensation with the understanding that he will maintain his title of Assistant Foreman and continue to be compensated at the Assistant Foreman rate.

Mason Premium:

The Borough agrees to pay a \$3,000.00 annual premium to one individual designated by the department head to provide masonry services as required.

Carpenter Premium:

The Borough agrees to pay a \$3,000.00 annual premium to one individual designated by the department head to provide carpentry services as required.

Section 3:

Commercial Drivers License (CDL):

All employees shall be responsible for obtaining a State of New Jersey Commercial Drivers License (CDL) no later than the expiration of their introductory period.

The Borough will reimburse each employee for the cost and renewal of the license and the fee related to applying for the license, but exclusive of any training or school costs. In order to receive this reimbursement the employee shall provide the department head with a copy of a currently valid CDL issued in his name. The department head shall be responsible for preparing the appropriate requisition for reimbursement.

The Borough will provide employees taking the road exam with a municipal vehicle for that purpose.

CDL License does not apply to Porter Position.

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**ARTICLE 23
LONGEVITY**

Section 1:

Current Porter Only covered by this Agreement shall be paid, in addition to his annual wage, a longevity increment based upon his years of employment with the Borough of Matawan in the sum of two and one-half percent (2½%) per each five years of service to a maximum of ten percent (10%). (Example: Longevity payments will increase by 2½% at the beginning of his or her sixth, eleventh, sixteenth and twenty-first year of continuous service). In no case shall a longevity payment exceed Five Thousand Five Hundred \$5,500 dollars.

Notwithstanding the above, no employee hired on or after January 1, 2017 shall be entitled to any longevity payments.

Section 2:

Effective January 1, 1997 each employee shall qualify for the longevity increment on January 1st and July 1st of the respective year of the anniversary of his employment and such increment shall be paid from and after said date. (Example: An employee with an anniversary date of March 30, 2000 would begin receiving longevity January 1, 2000. An employee with an anniversary date of October 30, 2001 would begin receiving longevity July 2000).

**ARTICLE 24
PORTER**

Section 1. Porter

1.1 Responsible for up keep of the Municipal Building and the Police Station.

Section 1.2 Work Hours

Will follow the same hours as are in place under Article 11 Section 1 and 2.

Section 1.3 Advancement

Will be allowed to move up within the DPW if position becomes available prior to it going out to the public, as long as he is qualified for the position.

Section 1.4 DPW Work

At no time may a Porter be used outside of the building to assist the DPW with their normal duties.

Section 1.5 Pay

See Base Pay Step Salary Guide see Exhibit A.

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**ARTICLE 25
EMPLOYEE RIGHTS**

Section 1:

Any employee shall have the right to have a Union representative accompanying him in all disciplinary procedures filed against him by his department head or the Borough.

Section 2:

All disciplinary proceedings filed against any employee by his department head or the Borough shall only be for just cause. Disciplinary proceedings shall be subject to the Grievance Procedure.

Section 3:

- A. Disciplinary Actions Enumerated. An employee who has acquired permanent status may be disciplined for any of the following actions, which are stated in order of severity, for the causes stated in this Section by a department head or the Borough Council, except that no employee shall be suspended or dismissed without the approval of the Borough Council.

Disciplinary action will follow steps 1, 2, 3, and 4 below, in order, except for good cause and as such exists.

1. Informal, verbal reproof.
2. Written reproof.
3. Suspension from duty.
4. Dismissal.

Section 4:

An employee shall have the right to review his personnel folder. All requests for review shall be submitted in writing to his department head and, will be honored within three (3) working days. All materials contained in the individual's personnel folder will be open to examination by the employee and his immediate supervisor only, except such material which, by legislation, is considered to be of a confidential nature and not to be released to the Employer.

Section 5:

An employee shall be provided with a copy of a specific rule or regulation related to the operation of his department or additions, deletions or amendments of the Borough's Policies and Procedures Manual.

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**ARTICLE 26
MANAGEMENT RIGHTS**

Section 1:

The Mayor and Council have the sole authority to determine the purpose and mission of the Borough and the amount of budget to be adopted thereto.

Section 2:

The authority and powers of the governing body of the Borough of Matawan as prescribed by State statute shall supersede and take precedent over any provisions of this Agreement, where applicable.

Section 3:

- A. The Borough may establish and enforce reasonable rules, regulations, policies and procedures which do not conflict with this Agreement, regulations for department operations, conduct of personnel thereof and maintenance of discipline. Copies of such rules and regulations, policies and procedures shall be furnished to the employees, Union and shop stewards.
- B. The employees shall comply with such rules and regulations and all employees shall promptly and efficiently execute the instructions and orders of their superiors. If an employee or the employee's Union believes an instruction or order of a superior. is unreasonable or unjust, the employee shall comply with the order or instruction but may treat the order or instruction as a grievance which should be handled in accordance with the Grievance Procedure set forth in this Agreement.

**ARTICLE 27
MISCELLANEOUS**

Section 1: Training

All employees are required to be cross-trained in each department. When formal training or a license is required, it shall be at the Borough's expense.

Section 2: Bulletin Board

Two (2) bulletin boards will be made available to employees and the Union for the purpose of posting Union matters relating to meetings, dues, entertainment, health, safety and welfare or general Union and employee activities. Union members shall not post any profane or obscene materials or be defamatory towards any individual.

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Section 3: Education

The Borough shall pay for educational courses for any employee covered by this Agreement in advance, who pursues a course to better their education for the benefit of the Borough of Matawan, which must be approved in writing by the Department Head and Administrator prior to enrollment.

Notwithstanding the above, in the event the employee fails the necessary course, they will agree to reimburse the Borough for the tuition fee in equal payments over six (6) months which said amount shall be automatically deducted from the employee's paycheck.

Section 4: Medical Examinations

In the interest of public and employee safety, the Borough may require an employee to undergo a physical examination to be performed by a doctor(s) of the Borough's choice. When the appointment for such examination is during an employee's regularly scheduled work hours, he/she will receive straight time compensation for those hours. The cost of said examination will be borne by the Borough. The results of said examination shall be furnished to an employee upon his/her request.

Section 5: Notices

Notices hereunder shall be deemed to have been adequately given if served by registered mail, return receipt requested, upon the persons named below and the address indicated, unless otherwise notified in writing:

NOTICE TO THE UNION SHALL BE ADDRESSED TO:

Business Agent
International Brotherhood of Electrical Workers, Local 400
Highway 138
P.O. Box 1256
Wall, N.J. 07719

NOTICE TO THE BOROUGH SHALL BE ADDRESSED TO:

Office of the Business Administrator
Borough of Matawan
201 Broad Street
P.O. Box 424
Matawan, N.J. 07747

Section 6: Employee Notice to Employer

Employees shall notify the Borough Clerk immediately of any changes in address, telephone number, marital status, exemption claims for withholding tax or record of

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immediate family including but not limited to the status of dependents as it pertains to school attendance, as it would apply to insurance coverage.

Section 7: Telephone

All employees shall be required, as a condition of continued employment beyond the introductory period (or within six months of the signing of this Agreement for an existing employee) to advise the Borough Clerk of their telephone number and any changes of that number within three (3) days of the change.

Section 8: Protective Clothing and Devices

If an employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Borough. The cost of repairing and maintaining the protective clothing and protective devices in proper working condition including dry cleaning and laundering) shall be paid by the Borough. For purposes of this Section, protective clothing and protective device shall mean those items which are required, as determined by the Borough to protect employees from existing or potential safety hazards.

Section 9: Performance Evaluations

Beginning the first half of 1997, all employees will be evaluated by their Department Head every six months. Evaluations will be documented and filed in each employee's personnel file. Additional information regarding the Performance Evaluation can be found in the Borough of Matawan Personnel Policies and Procedure Manual previously issued to all employees.

Section 9: Subcontracting

The Borough reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency.

**ARTICLE 28
FURTHER NEGOTIATIONS**

Section 1:

During the month of November, 2022, at the request of either party a meeting may be called at a mutually agreed time and place for the purpose of effecting, if possible a new or continuation of the within Agreement, commencing the first day of January, 2023. This condition shall not prohibit either of the parties from requesting that the negotiating process begin earlier than the month of October.

**ARTICLE 29
DURATION OF CONTRACT**

Section 1:

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This contract is retroactive to January 1, 2020 and extends to December 31, 2022. In the event that a new contract is not in place at the time this Agreement expires, the terms and conditions of this contract shall continue until such time that a new Agreement is executed.

**ARTICLE 30
SAVINGS CLAUSE**

Should any provision or application of this Agreement be declared illegal by any Court of competent Jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable law.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of _____, 2020.

Dated: _____
IBEW Local 400

President

Dated: _____
IBEW Local 400

Representative

Dated: _____
Borough of Matawan

Dated: _____
Borough of Matawan

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Exhibit A

SALARY GUIDES TO BE ADDED

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YEAR	2020	2021	2022
	1.5%	1.5%	1.5%
PORTER	41,500.00	42,122.50	42,754.34
STARTING	43,750.00	44,406.25	45,072.34
2	45,750.00	46,436.25	47,132.79
3	47,750.00	48,466.25	49,193.24
4	49,750.00	50,496.25	51,253.69
5	51,750.00	52,526.25	53,314.14
	1.5%	1.5%	1.5%
6	53,750.00	54,556.25	55,374.59
7	55,750.00	56,586.25	57,435.04
8	57,750.00	58,616.25	59,495.49
9	59,750.00	60,646.25	61,555.94
10	62,000.00	62,930.00	63,873.95
	1.5%	1.5%	1.5%
11	64,000.00	64,960.00	65,934.40
12	66,000.00	66,990.00	67,994.85
13	68,000.00	69,020.00	70,055.30
14	70,000.00	71,050.00	72,115.75
15	72,000.00	73,080.00	74,176.20
	1.5%	1.5%	1.5%
ASST FOREM	73,250.00	74,348.75	75,463.98

Councilman Reeve read by title Resolution 20-08-08: Authorizing the Promotion of Brian J. Murphy to the Rank of Sergeant for the Matawan Police Department. Councilman Cannon made the motion, seconded by Councilman Lazar. Council agreed. Motion passed.

**RESOLUTION 20-08-08
AUTHORIZING THE PROMOTION OF BRIAN J. MURPHY
TO THE RANK OF SERGEANT FOR THE
MATAWAN POLICE DEPARTMENT**

WHEREAS, it is the desire of the Mayor and Council to act upon the recommendations of the Chief of Police to enhance the supervisory structure of the Police Department in advance of expected vacancies within the

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command and supervisory ranks of the department by the appointment of a Sergeant of Police for the Borough of Matawan Police Department; and

***WHEREAS**, the Borough Ordinances established the eligibility requirements and the testing process for promotion to the rank of Sergeant; and*

***WHEREAS**, the promotion process was conducted on the basis of merit, experience, education, demonstrated ability, competitive written and oral examinations and interview; and;*

***WHEREAS**, Resolution 18-12-18 established a promotional list for the rank of sergeant with said promotional list being valid through December 31, 2020 and;*

***WHEREAS**, Chief Thomas J. Falco, Jr. has recommended the next eligible candidate on the promotional list, Brian J. Murphy, to the Mayor and Council for promotion to the rank of Sergeant.*

***NOW, THEREFORE, BE IT RESOLVED** that the Council of the Borough of Matawan authorizes the promotion of Brian J. Murphy to the rank of Sergeant of the Matawan Police Department with all the rights and responsibilities attendant thereto effective August 6, 2020 at the rate of compensation in accordance with the current Collective Negotiations Agreement between the Matawan Policeman's Benevolent Association #179 and 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, Police as well as Sgt. Brian J. Murphy.*

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 0-01-25-240-180 Budget of the Borough of Matawan for the promotion of Brian J. Murphy to Sergeant of the Matawan Police Department at a rate of compensation per annum as indicated in and in accordance with the current Collective Negotiations Agreement between Matawan Policemen's Benevolent Association Local #179 and 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: August 5, 2020

Councilman Reeve read by title Resolution 20-08-09: Authorizing the Hiring of Cory J. Nusbaum as a Police Officer with the Matawan Police Department. Councilman Cannon made the motion, seconded by Councilman Lazar. Council agreed. Motion passed.

**RESOLUTION 20-08-09
AUTHORIZING THE HIRING OF CORY J. NUSBAUM AS A
POLICE OFFICER WITH THE MATAWAN POLICE DEPARTMENT**

***WHEREAS**, the Mayor and Council of the Borough of Matawan have been advised that there is a need for a Police Officer within the Borough of Matawan's Police Department; and*

***WHEREAS**, Cory J. Nusbaum has met the requirements as set forth in current Borough Ordinances governing the Initial Hiring of Police Officers and has graduated as an alternate route candidate from a Police Academy certified by the New Jersey Police Training Commission and;*

***WHEREAS**, Chief of Police Thomas J. Falco Jr. has recommended that Cory J. Nusbaum be hired as Police Officer in advance of anticipated vacancies within the Police Department;*

***NOW, THEREFORE, BE IT RESOLVED** that the Council of the Borough of Matawan authorizes the hiring of Cory J. Nusbaum as a Police Officer at a rate of compensation per annum of Thirty-Four Thousand Forty-Eight Dollars and Eighty-Four Cents (\$34,048.84) effective August 6, 2020, in accordance with the current collective bargaining agreement between the Matawan Policeman's Benevolent Association #179 and the Borough of Matawan.*

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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, Police as well as Officer Cory J. Nusbaum.

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 0-01-25-240-180 Budget of the Borough of Matawan to Patrol Officer Cory J. Nusbaum, at a rate of compensation per annum of Thirty Four Thousand Forty-Eight Dollars and Eighty Four Cents (\$34,048.843) effective August 6, 2020, in accordance with the current collective bargaining agreement between the Matawan Policeman's Benevolent Association #179 and 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: August 5, 2020

Councilman Reeve read by title Resolution 20-08-10: Payment of Bills. Councilman Lazar made the motion, seconded by Councilman Cannon. Council agreed. Motion passed.

**RESOLUTION 20-08-10
PAYMENT OF BILLS**

BE IT RESOLVED by the Mayor and Council of the Borough of Matawan, New Jersey. That the following numbered vouchers be paid to the persons therein respectively and hereinafter named, for the amounts set opposite their respective names, and endorsed and approved on said vouchers and that warrants be issued therefore, directed to the Borough Collector signed by the Mayor and attested by the Borough Clerk as required by law.

Current	\$1,818,577.45
Water & Sewer	\$56,511.16
Borough Capital	\$140,497.00
Grant	\$221.01
Borough Trust	\$19,456.54
Developers Escrow Account	\$390.00
Railroad Parking Trust	\$218.00
Recreation Trust	\$3,611.71
Total	\$2,039,482.87

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Finance as well as the Borough Auditor.

Privilege of the Floor

Councilman Reeve opened the Privilege of the Floor.

Councilman Cannon congratulated Sergeant Murphy and Officer Nusbaum thanking them for their service to the Borough. He noted his appreciation for our local Police Department for all they do. He also thanked Chief Falco. On behalf of Council President Gunn he offered her congratulations.

Mr. Carew congratulated Sergeant Murphy and Officer Nusbaum and thanked the Police Department. He offered his deep appreciation for the Department of Public Works, the Matawan Fire Department, and the Office of Emergency Management for their handling of Tropical Storm Isaias. OEM was very organized and efficient.

Councilman Reeve requested a motion to close the Privilege of the Floor. Councilman Lazar made the motion, seconded by Councilman Cannon. Council agreed. Motion passed.

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Adjourn

Councilman Reeve requested a motion to Adjourn. Councilman Lazar made the motion, seconded by Councilman Cannon. Council agreed. Motion passed.

Meeting adjourned at 7:17 PM.

(Signature on File)

Karen Wynne, RMC
Municipal Clerk