

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
POLICE LIEUTENANT JOSEPH FALCONE AND
THE POLICE SUPERIOR OFFICER'S ASSOCIATION
OF THE NORTH BRUNSWICK DEPARTMENT OF PUBLIC SAFETY**

WHEREAS, the Township Council of the Township of North Brunswick has previously authorized approval of a collective bargaining agreement between the Township of North Brunswick and the Police Superior Officer's Association-Local 160 of the Department of Public Safety; and

WHEREAS, in preparation of his anticipated retirement next year, Police Lieutenant Joseph Falcone has petitioned the Township to receive payout of his Compensatory, Scheduled Adjustment Leave and other contractual time with the Township, to be paid in scheduled increments as listed in Exhibit A; and

WHEREAS, the Superior Officer's Association has agreed that this payment is unique and will not constitute a precedent that would entitle other officers to expect that same or similar payment and has agreed to reduce this as a term and condition for the payment to occur; and

WHEREAS, the Business Administrator has reviewed the circumstances with the Mayor and is recommending approval of this action.

NOW, THEREFORE, BE IT RESOLVED on this 29th day of June 2021, the Township Council of the Township of North Brunswick does hereby authorize the payment of accumulated time as listed in Exhibit A available to Police Lieutenant Joseph Falcone, and further authorizes the Mayor and/or Business Administrator to execute an Agreement reflecting the terms of such payment and other conditions.

Justine Progebin
Business Administrator

Ronald Gordon, Esq.
Township Attorney
Approved as to Legal Form

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA				
LOPEZ				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on June 29, 2021.

Lisa Russo
Township Clerk

**AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK, THE NORTH
BRUNSWICK POLICEMEN'S SUPERIOR OFFICER'S ASSOCIATION (LOCAL 160),
AND POLICE LIEUTENANT JOSEPH FALCONE**

WHEREAS, Police Lieutenant Joseph Falcone, hereinafter "Lt. Falcone" is a police lieutenant in the North Brunswick Department of Public Safety; and

WHEREAS, Lt. Falcone is represented by the Police Superior Officer's Association of North Brunswick, Local 160, hereinafter the "SOA"; and

WHEREAS, Lt. Falcone, in preparation of his anticipated retirement, has petitioned the Township to request to receive payout of his Compensatory, Scheduled Adjustment Leave and other contractual time with the Township, to be paid over a two-year period, with scheduled increments as listed in Exhibit A; and

WHEREAS, Justin Hansen, Vice-President of the SOA, has been involved in discussions between Lt. Falcone and the Township; and


WHEREAS, after consultation between the Township, the SOA, and Lt. Falcone, the parties have reached agreement on the following terms and conditions:

IT IS HEREBY STIPULATED AND AGREED by and between the North Brunswick Superior Officer's Association Local 160 ("SOA"), the Township of North Brunswick ("Township"), and Lieutenant Joseph Falcone ("Lt. Falcone"), as follows:

- A. Lt. Falcone will receive his **Accumulated Schedule Adjustment**, as of June 18, 2021, subject to taxable withholdings; payable in calendar years 2021 and 2021 in accordance with Exhibit A. Payments made for Accumulated Schedule Adjustment Time shall be at Lt. Falcone's hourly rate of pay as of January 1, 2021.
- B. After June 30, 2021, Lt. Falcone agrees to use, or forfeit by December 31st of each year any new **Accumulated Schedule Adjustment** leave "accrued" between now and his retirement. Lt. Falcone shall be required to follow current procedure to request to use his schedule adjustment leave, and his superiors shall make every reasonable effort to accommodate each request.
- C. Lt. Falcone will receive his **Compensatory Time**, as of as of June 18, 2021, subject to taxable withholdings, payable in calendar year 2021 in accordance with Exhibit A. Payments made for Compensatory Time shall be at Lt. Falcone's current hourly rate of pay at the time payment is made.


- D. With each payout prior to retirement, it is incumbent upon Lt. Falcone to notify Finance (the Payroll Division) the amount (if any) to be applied to a deferred compensation plan.
- E. Lt. Falcone will receive payment for "other" unused accumulated time in accordance with the union contract in accordance with Exhibit A (**Sick, Vacation, and Holiday**). All final payouts shall be made upon retirement for Vacation, Holiday and calculated Sick time shall be at Lt. Falcone's last hourly rate as an active employee.
- F. In the event of Lt. Falcone's death, it shall be incumbent upon the Estate Administrator or Executor to notify the Township's Finance Department to provide updated account information along with direction on any changes in payout from Exhibit A.
- G. The SOA agrees that it will not rely upon this event as a precedent or other standard in law which would create any entitlement by any other member of the SOA for similar payments for any form of Leave, except as provided in the collective bargaining agreement for members who separate their employment with the Township via retirement or other cause.
- H. Except as so agreed to herein, this Agreement represents the entire understanding of the Parties and all other standards of the Collective Bargaining Agreement by and between the Township and the SOA shall remain in effect.

FOR THE TOWNSHIP:


Justine Progebin, Business Administrator

4/23/2021
Date

FOR THE SOA:


Justin Hansen, SOA Vice-President

2021-06-22
Date

FOR LIEUTENANT JOSEPH FALCONE:


Joseph Falcone, Lieutenant

6/22/21
Date

Exhibit A

Payout Calculation - Lieutenant Joseph Falcone

1	Hourly Rate	\$92.48	2021 Hourly Rate
	Schedule Adjustment (Admin)	260.00	Hours as of 6/18/2021
	Amount	<u>\$24,044.80</u>	
2	Hourly Rate	\$92.48	Current Hourly Rate - subject to change
	Comp Time	480.00	Hours as of 6/18/2021
	Amount	<u>\$ 44,390.40</u>	
3	Hourly Rate	\$92.48	Current Hourly Rate - subject to change
	Vacation	2.00	Hours as of 12/31/11
	Amount	<u>\$ 184.96</u>	
	Hourly Rate	\$92.48	Current Hourly Rate - subject to change
	Vacation	287.50	289.5-2 as of 12/31/11=287.5
	Amount	<u>\$ 26,588.00</u>	*440 Max as of 2017 Contract
4	Hourly Rate	\$92.48	Current Hourly Rate - subject to change
	Holiday (other)	0.25	Hours as of 6/18/2021
	Amount	<u>\$ 23.12</u>	
5	Hourly Rate	\$92.48	Current Hourly Rate - subject to change
		\$69.36	(Paid 75% at Retirement)
	Sick Hours as of 12/31/11	-	
	Amount	<u>\$ -</u>	
	Hourly Rate	\$92.48	Current Hourly Rate - subject to change
		\$69.36	(Paid 75% at Retirement)
	Sick Hours after 12/31/11	103.00	
		<u>\$ 7,144.08</u>	*Sick Pay capped at \$15,000.00
6	Hourly Rate	\$92.48	Current Hourly Rate - subject to change
	Personal	30.00	Hours as of 6/18/2021
	Amount	<u>\$ 2,774.40</u>	

<u>Payout Schedule</u>	<u>\$105,149.76</u>	Payout Total
1 Payout - 8/21	\$44,390.40	480 Hours of Comp Time as of 6/18/2021
1 Payout - 8/21	\$184.96	2 Hours of 2011 Vacation Time as of 6/18/2021
1 Payout - 8/21	\$2,774.40	30 Hours of Personal Time as of 6/18/2021
2 Payout - 1/22	\$24,044.80	260 Hours of Schedule Adj. Time as of 6/18/2021
2 Payout - 1/22	\$22,195.20	240 of the 287.50 Hours of Vacation Time
2 Payout - 1/22		\$39,000 Deferred Comp / \$7,240 Payroll
3 Payout - Balance	\$4,392.80	47.50 balance of Vacation Time as of 6/18/2021
3 Payout - Balance	\$23.12	.25 balance of Holiday Time as of 6/18/2021
3 Payout - Balance	\$7,144.08	103 Hours of Sick Time as of 6/18/2021

**Hours as of June 18, 2021 and are subject to change. Hours shall be adjusted at time of payment.*

**Payments listed represent the gross amount and shall be subject to deductions and taxable withholding.*

**Payments shall be paid out in order listed herein above: Schedule Adjustment, Compensatory, Vacation, Holiday, and Sick.*

Signature agreeing to the payout schedule presented:

Joseph Falcone: _____ Date: _____

FOR THE TOWNSHIP:

Justine Progebiin, Business Administrator: _____ Date: _____