

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
POLICE OFFICER SEETA JONES AND
THE POLICEMEN’S BENEVOLENT 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 Policemen’s Benevolent Association of North Brunswick, Local 160, hereinafter the "PBA"; and

WHEREAS, in preparation of her anticipated retirement in 2024, Police Officer Seeta Jones has petitioned the Township to receive payout of her 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 Policemen’s Benevolent Association of North Brunswick, Local 160 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 1st day of August 2022, 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 Officer Seeta Jones, 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				
SOCIO				
DAVIS				
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 August 1, 2022.

Lisa Russo
Township Clerk

**AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK, THE NORTH
BRUNSWICK POLICEMEN'S BENEVOLENT ASSOCIATION (PBA LOCAL 160),
AND POLICE OFFICER SEETA JONES**

WHEREAS, Police Officer Seeta Jones "Officer Jones" is a police officer in the North Brunswick Department of Public Safety; and

WHEREAS, Officer Jones is represented by the Policemen's Benevolent Association of North Brunswick, Local 160, hereinafter the "PBA"; and

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

WHEREAS, Jason Vallese, President of the PBA, has been involved in discussions between Officer Jones and Township officials; and


WHEREAS, after consultation between Township officials, the PBA, and Officer Jones, the parties have reached agreement on the following terms and conditions:

IT IS HEREBY STIPULATED AND AGREED by and between the Policemen's Benevolent Association of North Brunswick, Local 160 ("PBA"), the Township of North Brunswick ("Township"), and Police Officer Seeta Jones ("Officer Jones"), as follows:

- A. Officer Jones will receive her **Schedule Adjustment Time**, as of May 15, 2022, subject to taxable withholdings; 50% payable in September of 2022 and 50% (or balance) payable in September of 2023, in accordance with Exhibit A. Payments made for Accumulated Schedule Adjustment Time shall be at Officer Jones's hourly rate of pay as of January 1, 2022.
- B. After May 15, 2022, Officer Jones agrees to use, or forfeit by December 31st of each year any new **Schedule Adjustment** leave "accrued" between now and her retirement. Officer Jones shall be required to follow current procedure to request to use her schedule adjustment leave, and her superiors shall make every reasonable effort to accommodate each request.
- C. Officer Jones will receive payment for unused **Compensatory Time** earned as of May 15, 2022; payable in January of 2024 in accordance with Exhibit A. Payments made for Compensatory Time shall be at Officer Jones's current hourly rate of pay as of January 1, 2022.

- D. After May 15, 2022, Officer Jones agrees to use, or forfeit by December 31st of each year any new **Compensatory Time** “accrued” between now and her retirement. Officer Jones shall be required to follow current procedure to request to use her compensatory time, and her superiors shall make every reasonable effort to accommodate each request.
- E. Officer Jones will receive payment for unused **Holiday** time, accumulated in accordance with the union contract; payable in January of 2024 in accordance with Exhibit A. Payments made for Holiday time shall be at Officer Jones’s current hourly rate of pay as of January 1, 2022.
- F. Upon retirement, final payout shall be issued for subsequent earned Vacation, Holiday and Sick time, which shall be at Officer Jones’s last hourly rate as an active employee. Payments made for **Sick Time after 12/31/2011** shall be at 75% of Officer Jones’s current hourly rate, capped at \$15,000.00.
- G. All payments shall be subject to taxable withholdings.
- H. All time earned for categories described shall accumulated in accordance with the current union contract.
- I. With each payout prior to retirement, it is incumbent upon Officer Jones to notify Finance (the Payroll Division) the amount (if any) to be applied to a deferred compensation plan.
- J. In the event of Officer Jones’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.
- K. The PBA 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 PBA 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.
- L. 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 PBA shall remain in effect.

FOR THE TOWNSHIP:

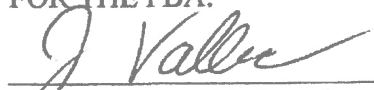


Justine Progebin, Business Administrator

7/26/22

Date

FOR THE PBA:

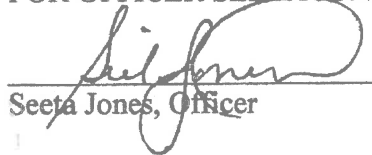


Jason Vallese, PBA President

7/27/22

Date

FOR OFFICER SEETA JONES



Seeta Jones, Officer

7/28/22

Date

Exhibit A

Payout Calculation - Seeta Jones

1	Hourly Rate	\$82.21	2022 Hourly Rate
	Schedule Adjustment (Admin) Amount	1,301.75	Hours as of 5/15/2022
		\$107,016.87	
2	Hourly Rate	\$82.21	2022 Hourly Rate
	Comp Time	480.00	Hours as of 5/15/2022
	Amount	\$ 39,460.80	
3	Hourly Rate	\$82.21	2022 Hourly Rate
	Vacation-		Hours as of 12/31/2011
	Amount	\$ _____	
4	Hourly Rate	\$82.21	2022 Hourly Rate
	Holiday (other)	209.50	Hours as of 5/15/2022
	Amount	\$ 17,223.00	
5	Hourly Rate-	\$82.21	2022 Hourly Rate
	Sick Hours as of 12/31/11	\$61.66	(Paid 75% at Retirement)
	Amount	\$ _____	Hours as of 12/31/11
	Hourly Rate-	\$82.21	Current Hourly Rate—subject to change
	Sick Hours after 12/31/11	\$61.66	(Paid 75% at Retirement)
		120.00	120-00.00 as of 12/31/11= 120 as of 5/15/2022
		\$ 7,398.90	*Sick Pay capped at \$15,000.00

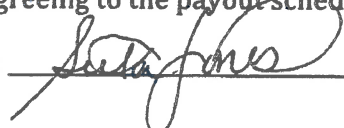
Payout Schedule	\$163,700.66	Payout Total
1 Payout - 9/22	\$53,508.43	Item 1. 50% Schedule Adjustment Time
2 Payout - 9/23	\$53,508.43	Item 1. 50% Schedule Adjustment Time
3 Payout - Balance 1/2024	\$39,460.80	Item 2. Comp Time
3 Payout - Balance 1/2024	\$17,223.00	Item 4. Holiday Time

*Hours as of May 15, 2022 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.

Signature agreeing to the payout schedule presented:

Seeta Jones:  Date: 7/28/22

FOR THE TOWNSHIP:

Justine Progebin, Business Administrator:  Date: 7/28/22