

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
POLICE SERGEANT DAVID INCLE 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 in 2024, Police Sergeant David Incle 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 31st day of May 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 Sergeant David Incle, 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 May 31, 2022.

Lisa Russo
Township Clerk

**AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK, THE NORTH
BRUNSWICK POLICEMEN'S SUPERIOR OFFICER'S ASSOCIATION (LOCAL 160),
AND POLICE SERGEANT DAVID INCLE**

WHEREAS, Police Sergeant David Incle "Sgt. Incle" is a police sergeant in the North Brunswick Department of Public Safety; and

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

WHEREAS, Sgt. Incle, 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, the SOA, has been included in discussions between Sgt. Incle and the Township; and

WHEREAS, after consultation between the Township, the SOA, and Sgt. Incle, 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 Sergeant David Incle ("Sgt. Incle"), as follows:

- A. Sgt. Incle will receive his **Schedule Adjustment Time**, as of April 7, 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 Sgt. Incle's hourly rate of pay as of January 1, 2022.
- B. After March 15, 2022, Sgt. Incle agrees to use, or forfeit by December 31st of each year any new **Schedule Adjustment** leave "accrued" between now and his retirement. Sgt. Incle 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. Sgt. Incle will receive payment for unused **Vacation Time, earned as of 12/31/2011**; payable in September of 2022 in accordance with Exhibit A. Payments made for said Vacation Time shall be at Sgt. Incle's hourly rate of pay as of January 1, 2022.

- D. Sgt. Incle will receive payment for unused **Compensatory Time**; earned as of April 7, 2022, payable in September of 2022 in accordance with Exhibit A. Payments made for Compensatory Time shall be at Sgt. Incle's current hourly rate of pay as of January 1, 2022.
- E. After April 7, 2022, Sgt. Incle agrees to use, or forfeit by December 31st of each year any new **Compensatory Time** "accrued" between now and his retirement. Sgt. Incle shall be required to follow current procedure to request to use his compensatory time, and his superiors shall make every reasonable effort to accommodate each request.
- F. Sgt. Incle will receive payment for unused **Holiday** time, accumulated in accordance with the union contract; payable in September of 2023 in accordance with Exhibit A. Payments made for Personal and Holiday time shall be at Sgt. Incle's current hourly rate of pay as of January 1, 2022.
- G. Sgt. Incle will receive payment for unused **Sick Time earned after 12/31/2011**; payable in January of 2024, in accordance with Exhibit A. Payments made for **Sick Time after 12/31/2011** shall be at 75% of Sgt. Incle's current hourly rate, capped at \$15,000.00.
- H. Upon retirement, final payout shall be issued for subsequent earned Vacation, Holiday and Sick time, which shall be at Sgt. Incle's last hourly rate as an active employee.
- I. All payments shall be subject to taxable withholdings.
- J. All time earned for categories described shall accumulated in accordance with the current union contract.
- K. With each payout prior to retirement, it is incumbent upon Sgt. Incle to notify Finance (the Payroll Division) the amount (if any) to be applied to a deferred compensation plan.
- L. In the event of Sgt. Incle'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.
- M. 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.
- N. 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

Date

FOR THE SOA:

Justin Hansen, SOA President

Date

FOR SERGEANT DAVID INCLE

David Incle, Sergeant

Date

Exhibit A

Payout Calculation - Sgt. David Incle

1 Hourly Rate	\$89.36	2022 Hourly Rate
Schedule Adjustment (Admin)	414.00	Hours as of 3/15/2022
Amount	<u>\$36,995.04</u>	
2 Hourly Rate	\$89.36	2022 Hourly Rate
Comp Time	50.00	Hours as of 3/15/2022
Amount	<u>\$ 4,468.00</u>	
3 Hourly Rate	\$89.36	2022 Hourly Rate
Vacation	23.00	Hours as of 12/31/2011
Amount	<u>\$ 2,055.28</u>	
4 Hourly Rate	\$89.36	2022 Hourly Rate
Holiday (other)	110.00	Hours as of 3/15/2022
Amount	<u>\$ 9,829.60</u>	
5 Hourly Rate	\$89.36	2022 Hourly Rate
Sick Hours as of 12/31/11	\$67.02	(Paid 75% at Retirement)
Amount	<u>\$ -</u>	Hours as of 12/31/11
Hourly Rate	\$89.36	Current Hourly Rate - subject to change
Sick Hours after 12/31/11	\$67.02	(Paid 75% at Retirement)
	432.50	432.5-0.00 as of 12/31/11= 432.5 as of 3/15/2022
	<u>\$ 28,986.15</u>	*Sick Pay capped at \$15,000.00
	<u>\$ 15,000.00</u>	

<u>Payout Schedule</u>	<u>\$68,347.92</u>	Payout Total
1 Payout - 9/22	\$18,497.52	1. 50% Schedule Adjustment Time
1 Payout - 9/22	\$4,468.00	2. Comp Time
1 Payout - 9/22	\$2,055.28	3. Vacation Time - Hours as of 12/31/2011
2 Payout - 9/23	\$18,497.52	1. 50% Schedule Adjustment Time
2 Payout - 9/23	\$9,829.60	4. Holiday Time
3 Payout - Balance 1/2024	\$15,000.00	Sick Time as of 3/15/22 capped at \$15,000.00

*Hours as of April 7, 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:

David Incle: _____ Date: _____

FOR THE TOWNSHIP:

Justine Progebin, Business Administrator: _____ Date: _____