

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF  
THE TOWNSHIP OF NORTH BRUNSWICK  
AMENDING THE MANAGEMENT EMPLOYMENT AGREEMENT  
WITH JOSEPH BATTAGLIA FOR  
THE POSITION OF ACTING CHIEF OF POLICE**

**WHEREAS**, in January of 2020, the Mayor of the Township of North Brunswick reappointed Kenneth McCormick to the position of Director of the Department of Public Safety, (“Director”), with a term beginning January 1, 2020 through December 31, 2023; and

**WHEREAS**, in September of 2020, Director Kenneth McCormick passed, creating an unexpected vacancy to the position of Public Safety Director; and

**WHEREAS**, having served in the position as Deputy Police Chief since July of 2007, Joseph Battaglia assumed many of the operational functions previously performed by the Director since September of 2020 in addition to his duties as a sworn officer; and

**WHEREAS**, in January of 2021, Resolution 50.1.21 acknowledged the Mayor’s appointment of Joseph Battaglia to serve as *Acting* Chief of Police for the Township of North Brunswick until such time as a Director shall be appointed; and

**WHEREAS**, compensation for said appointment was outlined within a Management Employment Agreement with a term January 1, 2021 through December 31, 2023.

**NOW, THEREFORE, BE IT RESOLVED** on this 16<sup>nd</sup> day of May 2022, that the Township Council of the Township of North Brunswick hereby authorizes the Mayor to execute and the Clerk to witness an amendment to Management Employment Agreement while Joseph Battaglia is serving in the capacity as Acting Chief of Police for the Township of North Brunswick until such time as a Police Director is appointed.

\_\_\_\_\_  
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 16, 2022.

\_\_\_\_\_  
Lisa Russo  
Township Clerk

## Employment Agreement

THIS AGREEMENT dated this day May 16th of May 2022 by and between Joseph A. Battaglia (hereafter "Acting Police Chief"), an individual residing at 321 Clay Street Milltown, New Jersey and the Township of North Brunswick ("the Township"), a municipal corporation organized under the laws of the State of New Jersey, with offices at 710 Hermann Road, North Brunswick, New Jersey.

Whereas, in January of 2021, Resolution 50-1.21 acknowledged the Mayor's appointment of Joseph A. Battaglia to serve as Acting Chief of Police for the Township of North Brunswick, until such time as a Director is appointed; and

Whereas, compensation for said appointment was outlined within the current Management Employment Agreement, which included a term January 1, 2021 through December 31, 2023; and

Whereas, in January of 2022, the Township entered into Collective Bargaining Agreements with the North Brunswick Police Officers Association Local 160 PBA and SOA, with a term commencing January 1, 2022 through December 31, 2025; and

Whereas, the Township and Acting Police Chief have reviewed the terms of the current management agreement against the provisions of the new PBA and SOA Agreements; and

Whereas, the Township and Acting Police Chief wish to replace in its entirety the current Management Employment Agreement executed by the Mayor on February 2, 2021, with this Management Employment Agreement as detailed herein below, authorized May 16, 2022; and

Whereas the Acting Police Chief wishes to accept such employment in accordance with such terms and conditions;

Now, Therefore, in consideration of the mutual premises contained herein, the parties agree as follows:

1. Appointment: The Acting Police Chief has been appointed to the subject position pursuant to the rules and regulations of the New Jersey Civil Service Commission prescribed for the subject title.
2. Work Assignment: The Acting Police Chief shall generally carry out the duties of his title, as prescribed in the law, by job description, and as directed by the Mayor and/or his designee. The immediate supervisor of the Acting Police Chief is the Director of Public Safety, who is the appropriate authority in the Department of Public Safety and under the executive authority of the Mayor.
3. Work Hours: The Acting Police Chiefs regular workday consists of an 8-hour day including a one-hour meal period, starting at 9:30 AM and ending at 5:30 PM, Monday through Friday, excluding holidays and weekends. Only the Mayor or the Business Administrator may alter the regular work schedule of the Acting Police Chief.

4. Compensation: The annual salary pensionable salary while serving as Acting Police Chief shall be as follows:

The base salary for years 2022 and 2023 are set forth in the Schedule below, reflecting a 12.5% rank differential for Sergeant, Lieutenant, and Deputy Chief while serving as Acting Police Chief. Salary increases shall be added to the **base** salary with the exception of 2022, in which the 3.5% shall be before the Clothing allowance is rolled into the base and eliminated.

The rank differential within the schedule has been provided for within the PBA Bargaining Agreement.

The **base** salary shall be adjusted to include: **Longevity\*** + **Educational** incentive (\$2,500.00) “\$20/Credit” + **Index\*\*** for an **adjusted base**.

**Holiday pay\*\*\*** is added to the **adjusted base** for the **pensionable salary**.

\*Longevity shall = (Base + Educational incentive) x Longevity based on years of service (12.5%)

\*\*Index shall = (Longevity + Educational incentive) x .986

\*\*\*Holiday pay shall be calculated in the following manner: hourly rate using the adjusted base ÷ by 1950 hours) × 130 hours.

2021	\$262,737.06 pensionable salary
2022	\$272,937.70 pensionable salary
2023	\$280,948.47 pensionable salary

Base Salary Guide:

	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Year 8 PBA	115,151	125,151	128,937	132,805	136,789
Sgt 12.5%	128,105	140,829	145,054	149,406	153,888
Lt 12.5%	142,517	158,433	163,186	168,081	173,124
Capt. 12.5%	158,551	178,236	183,584	189,091	194,764
Deputy Chief N/A					
Acting Chief 12.5%		200,516	206,532	212,727*	219,110*

*\*PBA/SOA 2024 and 2025 not included under this agreement*

**Hourly Rate:** Whenever it is necessary to calculate an hourly rate for the Acting Chief, that rate shall be calculated in the same manner as the SOA collective bargaining agreement.

**Exemption from overtime:** The Acting Police Chief is considered an exempt employee pursuant to the Federal Fair Labor Standards Act (FLSA) and is not entitled to overtime.

5. Benefits:

The Acting Police Chief shall receive health benefits in accordance with the benefits afforded to the North Brunswick Superior Officers Association outlined within Section XVIII of the Collective Bargaining Agreement and MOA executed January 10, 2022.

The Township is currently participating in the Prescription Plan offered via the State Health Benefits Program under Direct 15. Employees are financially responsible for any prescription co-pays as detailed within the plan selected by the employee.

Should the Acting Police Chief retire from employment with the Township, retirement benefits will include medical, prescription, and dental coverage for the Acting Police Chief and qualified dependents consistent with the current health benefit plan for the North Brunswick Superior Officers Association in effect at the time of his retirement, which shall continue until the Acting Police Chief is eligible for Medicare coverage.

Dental Coverage beginning January 1, 2022: For each year of this Agreement, if enrolled in the Township's Dental Plan, the employee shall contribute \$15/per pay for a single employee plan (\$360/year) and \$20/per pay for all other employee plans (\$480/year). The Township shall pay any additional costs for the program over that sum. At each year-end, if the plan is self-liquidating a pro-rata payment will be issued to participating employees.

6. Leave:

a. Vacation: As outlined within SOA CBA Section XXII and MOA executed January 10, 2022 Annual vacation leave shall be provided in accordance with the benefits afforded to the North Brunswick Superior Officers Association outlined in their collective bargaining agreement.

If the Acting Police Chief separates through retirement or resignation, compensation shall for accumulated vacation time shall be consistent with the provisions under the North Brunswick Superior Officers Association.

b. Sick leave sellback: As outlined within SOA CBA Section XXVII and MOA executed January 10, 2022 If the Acting Police Chief separates through retirement or resignation, he shall be compensated for any accumulated sick leave in accordance with the benefits afforded to the North Brunswick Superior Officers Association outlined within Section XXVII. Included within this chapter is unused remaining time as of December 31, 2011, in addition to accumulated hours earned after December 31, 2011.

c. Schedule adjustment time: As outlined within SOA CBA Section XXIX and MOA executed January 10, 2022. 152 hours of schedule adjustment time shall be given each year as additional paid time off for officers working a five/two (5/2) schedule. The Schedule Adjustment Time plus the additional 13 Holidays given off will satisfy the difference of hours worked on the 4/4 schedule versus the 5/2 schedule.

After December 31, 2021, when assigned to work a five/two (5/2) schedule, the employee shall have no more than two years of Accumulated Scheduled Adjustment Time “accrued” at a given year-end (152/year x 2 =304). Any amount of time over two years shall be paid out at the current rate of pay as of December 31<sup>st</sup>.

Payout upon retirement or separation shall be capped at two years of accumulated Schedule Adjustment Time, with the exception for accumulated Schedule Adjustment Time earned prior to January 1, 2022

For accumulated Schedule Adjustment Time earned as of December 31, 2021, the employee shall have the right to use such Schedule Adjustment Time or retain such Schedule Adjustment Time until retirement or separation and be paid for such leave at their rate of pay as of December 31, 2021, provided they retain such amount of Schedule Adjustment Time until separation. In addition, the employee shall have the ability to sell back up to 100 hours in a given year-end from their banked (pre-2022) schedule adjustment time.

This section may be repealed by action at the State or federal level prohibiting the sell back of schedule adjustment time. Any existing contract language to the contrary to this Section shall be amended to reflect said changes.

d. Personal Leave: In accordance with the terms of the North Brunswick Superior Officers Association collective bargaining agreement in effect as outlined within SOA CBA Section XXVII and MOA executed January 10, 2022.

e. Bereavement Leave: In accordance with the terms of the North Brunswick Superior Officers Association collective bargaining agreement in effect as outlined within SOA CBA Section XXVII and MOA executed January 10, 2022.

f. Compensatory time: In accordance with Chapter 61 “Personnel” of the Municipal Code. Any exempt employees working more than 40 hours per week may be eligible to accrue compensated leave time on an hour-for-hour basis in lieu of cash payments (“comp time”). Accrual and use of comp time must be used in accordance with the policies outlined within the Employee Handbook. Any accrued balances of time not used in compliance with FLSA will be automatically forfeited.

7. Clothing Allowance:

Thereafter January 1, 2022, the annual allowance of for clothing shall be removed from the contract as a separate payable item. In return, the allotment shall be added to the 2022 base after the % increase as outlined under the Compensation Section above. Going forward, the employee shall be responsible for maintenance of clothing and equipment, maintenance of the weapon, ammunition costs for training and practice with an off-duty weapon and for costs to carry an off-duty weapon.

8. Term: This employment agreement shall take effect upon final passage by the township council and approval by the Mayor of a resolution authoring this agreement. It shall remain in effect through December 31, 2023, or until a successor agreement is authorized and executed or until separation or retirement.
9. The Acting Police Chief understands and agrees that employment benefit not specifically identified shall be covered under the provisions of Township Code, Chapter 61 "Personnel".
10. Dispute concerning any provisions of the agreement: Should a dispute arise concerning any provisions of this agreement, the parties shall attempt to resolve the matter amicably. If either party continues to dispute any provision of this agreement, they may demand arbitration. The expense of the arbitrator shall be borne equally by both parties. An arbitrator shall be mutually selected by both parties from among a pool of up to six arbitrators, three of which may be nominated by either party, but all of whom shall be from the recommended list of arbitrators maintained by the New Jersey Public Employees Relations Commission (PERC). The arbitrator shall be strictly and entirely bound by the provisions of this agreement and restricted to the application of facts presented to him and relevant to the dispute. The arbitrator shall have no authority to modify or alter in any way the provisions of this agreement or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding.

I have read and understand this agreement. I am signing this agreement knowingly, willfully and voluntarily.

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Joseph A. Battaglia, Acting Chief of Police

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor Francis Womack, III

\_\_\_\_\_  
Date

Witness:

\_\_\_\_\_  
Lisa Russo, Municipal Clerk

\_\_\_\_\_  
Date