

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
POLICE LIEUTENANT WILLIAM LOVAS 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 within the next few years, Police Lieutenant William Lovas has petitioned the Township to receive payout of his banked Scheduled Adjustment Leave 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 12th day of June 2023, 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 William Lovas, 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 |
|----------------|-----|----|---------|-------|
| HUTCHINSON | | | | |
| GUADAGNINO | | | | |
| ANDREWS | | | | |
| DAVIS | | | | |
| SOCIO | | | | |
| MEHTA | | | | |
| 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 12, 2023.

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 WILLIAM LOVAS**

WHEREAS, Police Lieutenant William Lovas "Lt. Lovas" is a sworn officer for the North Brunswick Department of Public Safety; and

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

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

WHEREAS, the SOA, has been included in discussions between Lt. Lovas and the Township; and

WHEREAS, after consultation between the Township, the SOA, and Lt. Lovas, 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 William Lovas ("Lt. Lovas"), as follows:

- A. Lt. Lovas will receive his **Schedule Adjustment Time**, as of May 26, 2023, subject to taxable withholdings over a three year period 2023, 2024 and 2025, with 50% payable in September and 50% payable in December for each year, in accordance with Exhibit A. Payments made for Accumulated Schedule Adjustment Time shall be paid at the 2021 hourly rate.
- B. After December 31, 2023, Lt. Lovas agrees to use, or forfeit by December 31st of each year any new **Schedule Adjustment** leave "accrued" between now and his retirement. Lt. Lovas 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. All payments shall be subject to taxable withholdings.
- D. With each payout prior to retirement, it is incumbent upon Lt. Lovas to notify Finance (the Payroll Division) the amount (if any) to be applied to a deferred compensation plan.

- E. In the event of Lt. Lovas'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.
- F. 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.
- G. 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

6-8-23

Date

FOR THE SOA:



Justin Hansen, SOA President

6-8-23

Date

FOR LIEUTENANT WILLIAM LOVAS



William Lovas, Lieutenant

6/8/23

Date

Exhibit A

Payout Calculation - Lieutenant William Lovas

| | | |
|-----------------------------|----------------------------|------------------------------|
| Hourly Rate | \$81.48 | 2021 Hourly Rate |
| Schedule Adjustment (Admin) | 1,829.00 | BANK - Hours as of 5/26/2021 |
| Amount | <u>\$149,026.92</u> | |

Payout Schedule

| | | |
|--------------------|-------------|------------------------------------|
| 1 Payout - 9/2023 | \$24,810.66 | 304.5 Hours |
| 1 Payout - 12/2023 | \$24,810.66 | 304.5 Hours |
| 2 Payout - 9/2024 | \$24,851.40 | 305 Hours |
| 2 Payout - 12/2024 | \$24,851.40 | 305 Hours |
| 3 Payout - 9/2025 | \$24,851.40 | 305 Hours |
| 3 Payout - 12/2025 | \$24,851.40 | Balance (anticipated at 305 Hours) |

**Hours as of May 26, 2023 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.*

Signature agreeing to the payout schedule presented:

William Lovas: LT W. Lovas Date: 6/8/23

FOR THE TOWNSHIP:

Justine Progebiin, Business Administrator: J. Progebiin Date: 6/8/23