

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
POLICE CAPTAIN BRIAN HOIBERG 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 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 Captain Brian Hoiberg has petitioned the Township to receive payout of banked time owed in accordance with the SOA Local 160 Collective Bargaining Agreement (CBA), to be paid over a multi-year period 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 18th day of December 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 Captain Brian Hoiberg, 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 December 18, 2023.

Lisa Russo
Township Clerk

**AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK, THE NORTH
BRUNSWICK POLICEMEN'S SUPERIOR OFFICERS ASSOCIATION (LOCAL 160), AND
POLICE CAPTAIN BRIAN HOIBERG**

WHEREAS, Police Captain Brian Hoiberg "Capt. Hoiberg" is a sworn officer for the North Brunswick Department of Public Safety; and

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

WHEREAS, Capt. Hoiberg, in preparation of his anticipated retirement, has petitioned the Township to request to receive payout of banked time owed in accordance with the most current Collective Bargaining Agreement (CBA), to be paid over a multi-year period. Time was apportioned based on a retirement date of February 2026, with scheduled increments as listed in Exhibit A; and

WHEREAS, the SOA, has been included in discussions between Capt. Hoiberg and the Township; and

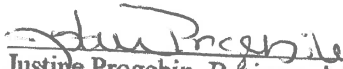
WHEREAS, after consultation between the Township, the SOA, and Capt. Hoiberg, the parties have reached agreement on the following terms and conditions:

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 Police Captain Brian Hoiberg ("Capt. Hoiberg"), as follows:

- A. Capt. Hoiberg shall receive his **Schedule Adjustment Time**, as of November 21, 2023, subject to taxable withholdings between the period 12/2023 and 12/2024, with payments in September and in December, 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, Capt. Hoiberg agrees to use, or forfeit by December 31st of each year any new **Schedule Adjustment** leave "accrued" between now and his retirement. Capt. Hoiberg shall be required to follow current procedures to request to use his schedule adjustment leave, and his superiors shall make every reasonable effort to accommodate each request.
- C. Capt. Hoiberg shall receive payment for unused **Compensatory Time**; earned as of November 21, 2023, payable in September of 2025 in accordance with Exhibit A. Payments made for Compensatory Time shall be at Capt. Hoiberg's current hourly rate of pay as of January 1, 2023.
- D. After December 31, 2023, Capt. Hoiberg agrees to use, or forfeit by December 31st of each year any new **Compensatory Time** "accrued" between now and his planned retirement date of February 2026. In the event of continued employment subsequent to February of 2026, Capt. Hoiberg shall accrue and utilize compensatory time within a pay period afforded to exempt employees under the provisions of Municipal Code, Chapter 61. Capt. Hoiberg 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.
- E. Capt. Hoiberg shall receive payment for unused **Vacation Time, earned as of 12/31/2011**; payable in December of 2025 in accordance with Exhibit A. Payments made for said Vacation Time shall be at Capt. Hoiberg's hourly rate of pay as of January 1, 2023.

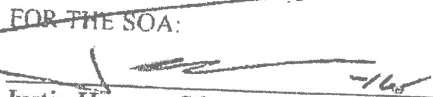
- F. After January 31, 2026, any new Vacation Time that would otherwise be "accrued" under the CBA shall be calculated and accrue as afforded to exempt employees under the provisions of Municipal Code Chapter 61.
- G. Capt. Hoiberg shall receive payment for unused Sick Time as of 12/31/2011; payable in January of 2026, or one month prior to his approved pension retirement date. Payments made for sick time as of 12/31/2011 shall be at 75% of last hourly rate as an active employee.
- H. Upon retirement, final payout shall be issued for subsequent earned Vacation, Holiday and Sick time, which shall be at Capt. Hoiberg's last hourly rate as an active employee.
- I. Contractual time earned subsequent to the date of this agreement that is not otherwise addressed herein above, shall accumulate in accordance with the Collective Bargaining Agreement (CBA).
- J. All payments shall be subject to taxable withholdings.
- K. With each payout prior to retirement, it shall be incumbent upon Capt. Hoiberg to notify Finance (the Payroll Division) the amount (if any) to be applied to a deferred compensation plan.
- L. In the event of Capt. Hoiberg'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. It shall be incumbent upon Capt. Hoiberg to establish a final retirement date, currently expressed to the Township shall be February 2026 and is the basis for initiating this structured agreement.
- N. 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.
- O. 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:


Justin Progebin, Business Administrator

12-18-23
Date

FOR THE SOA:


Justin Hansen, SOA President

12-18-23
Date

FOR CAPTAIN BRIAN HOIBERG


Brian Hoiberg, Captain

12/18/23
Date

Exhibit A

Payout Calculation - Captain Brian Hoiberg

1 Hourly Rate	\$105.52	2021 \$219,485 / 2080 = \$105.52
Schedule Adjustment (Admin)	1,496.25	Hours as of 12/31/2021
Amount	\$157,884.30	
2 Hourly Rate	\$120.38	2023 Hourly Rate
Comp Time	388.25	Hours as of 11/21/2023
Amount	\$ 46,737.54	
3 Hourly Rate	\$120.38	2023 Hourly Rate
Vacation	493.50	Hours from 12/31/2011 bank
Amount	\$ 59,407.53	
4 Hourly Rate	\$120.38	2023 Hourly Rate
Holiday (other)	20.00	Hours as of 11/21/23
Amount	\$ 2,407.60	
5 Hourly Rate	\$120.38	Current Hourly Rate - subject to change
	\$90.29	<i>(Paid 75% at Retirement)</i>
Sick Hours as of 12/31/11	826.00	Hours as of 12/31/11
Amount	\$ 74,575.41	
Hourly Rate	\$120.38	Current Hourly Rate - subject to change
	\$90.29	<i>(Paid 75% at Retirement)</i>
Sick Hours after 12/31/11	710.00	as of 11/21/2023
	\$ 64,102.35	*Sick Pay capped at \$15,000.00
	\$ 15,000.00	
	\$356,012.38	Total as of 11/21/23
<u>Payout Schedule</u>	\$264,029.37	
1 Payout - 12/23	\$52,628.10	1. 1/3 Banked Schedule Adjustment Time
2 Payout - 9/24	\$52,628.10	1. 1/3 Banked Schedule Adjustment Time
3 Payout - 12/24	\$52,628.10	1. Balance Banked Schedule Adjustment Time
4 Payout - 9/25	\$46,737.54	2. Comp Time as of 11/21/23
5 Payout - 12/25	\$59,407.53	3. Banked Vacation Time as of 12/31/11

*Hours as of recorded in Payroll Software as of November 21, 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.

*Payments shall be paid out in order listed herein above

Signature agreeing to the payout schedule presented:

Brian Hoiberg: _____ Date: _____

FOR THE TOWNSHIP:

Justine Progebin, Business Administrator: _____ Date: _____