

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF
THE TOWNSHIP OF NORTH BRUNSWICK
AUTHORIZING A SELL BACK AGREEMENT WITH
ACTING CHIEF OF POLICE JOSEPH BATTAGLIA**

WHEREAS, pursuant to Resolution 162-5.22, a Management Agreement was authorized with Acting Chief Joseph Battaglia “Chief Battaglia” in May of 2022, which included many employee benefits and provisions extended under the current bargaining agreement with the Superior Officer’s Association of North Brunswick, Local 160, hereinafter the "SOA"; and

WHEREAS, in preparation of his anticipated retirement, Chief Battaglia has petitioned the Township to receive payout of banked time owed in accordance with the Management Agreement, to be paid over a multi-year period in scheduled increments as listed in Exhibit A; and

WHEREAS, this agreement shall not be relied on as a precedent or other standard in law that would entitle other sworn officers or employees to expect that same or similar payment structure; 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 Acting Chief Joseph Battaglia, 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 AND
ACTING POLICE CHIEF JOSEPH BATTAGLIA**

WHEREAS, Acting Police Chief Joseph Battaglia "Chief Battaglia" is the acting police chief in the North Brunswick Department of Public Safety; and

WHEREAS, pursuant to Resolution 162-5.22, a Management Agreement was authorized with Chief Battaglia in May of 2022, which included many employee benefits and provisions extended under the bargaining agreement with the Superior Officer's Association of North Brunswick, Local 160, hereinafter the "SOA"; and

WHEREAS, Chief Battaglia, in preparation of his anticipated retirement, has petitioned the Township to receive payout of his Scheduled Adjustment Leave and other contractual time with the Township, to be paid over a multi-year period. Time was apportioned based on a retirement date of July 2025, with scheduled increments as listed in Exhibit A; and

WHEREAS, after consultation, the parties have reached agreement on the following terms and conditions:

IT IS HEREBY STIPULATED AND AGREED by and between the Township of North Brunswick ("Township") and Acting Police Chief Joseph Battaglia, as follows:

- A. Chief Battaglia shall receive his banked **Schedule Adjustment Time**, earned as of **December 31, 2021**; 25% payable in December of 2023, 25% payable September 2024, 25% payable in December of 2024, and 25% (or balance) payable in June of 2025, in accordance with Exhibit A. Payments made for Accumulated Schedule Adjustment Time shall be at Chief Battaglia's hourly rate of pay as of January 1, 2021.
- B. After December 31, 2023, Chief Battaglia agrees to use, or forfeit any new **Schedule Adjustment** leave "accrued" between now and his retirement. Chief Battaglia shall be required to follow current procedures for use of schedule adjustment leave.
- C. Chief Battaglia shall receive payment for unused **Compensatory Time**; earned as of November 21, 2023, payable in June of 2025, or one month prior to his approved pension retirement date. Payments made for Compensatory Time shall be at Chief Battaglia's current hourly rate of pay as of January 1, 2023.
- D. After December 31, 2023, Chief Battaglia agrees to use, or forfeit by December 31st of each year any new **Compensatory Time** "accrued" between now and his planned retirement date July of 2025. In the event of continued employment subsequent to July of 2025, Chief Battaglia shall accrue and utilize compensatory time within a pay period afforded to exempt employees under the provisions of Municipal Code, Chapter 61.
- E. Chief Battaglia shall receive payment for unused banked **Vacation Time**, earned as of **12/31/2011**; payable in December of 2025, or six months following his retirement date with PFRS. Payments made for said banked 12/31/2011 Vacation Time shall be at Chief Battaglia's hourly rate of pay as of January 1, 2023.

- F. After July 2025, any new **Vacation Time** that would otherwise be “accrued” under the Management agreement shall be calculated and accrue as afforded to exempt employees under the provisions of Municipal Code Chapter 61.
- G. Chief Battaglia shall receive payment for unused **Sick Time**; payable in December of 2025, or six months following his retirement date. Payments made for sick time shall be at 75% of Chief Battaglia’s current hourly rate of pay as of January 1, 2023 and capped at \$15,000.00
- H. In June of 2025, or one month prior to retirement, a final payout shall be issued for subsequent earned Vacation, Holiday and/or other time not addressed herein above, which shall be at Chief Battaglia’s **last hourly rate as an active employee**.
- I. All payments enumerated herein above shall be subject to taxable withholdings.
- J. With each payout prior to retirement, it shall be incumbent upon Chief Battaglia to notify Finance (the Payroll Division) the amount (if any) to be applied to a deferred compensation plan.
- K. In the event of Chief Battaglia’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.
- L. It shall be incumbent upon Chief Battaglia to establish a final retirement date, currently expressed to the Township shall be July 2025 and is the basis for initiating this structured agreement.
- M. This agreement shall not be relied on as a precedent or other standard in law which would create any entitlement by any other employee for similar payments or for any form of Leave compensation.
- N. Except as so agreed to herein, this Agreement represents the entire understanding of the Parties and all other standards of the Management Agreement by and between the Township and Acting Police Chief shall remain in effect.

FOR THE TOWNSHIP:


Justin Progebin, Business Administrator

12/14/23
Date

FOR ACTING POLICE CHIEF JOSEPH BATTAGLIA



2/14/2023

Exhibit A

Payout Calculation - Chief Battaglia

1 Hourly Rate	\$121.64	2021 Hourly Rate
Schedule Adjustment (Admin)	2,066.75	Hours as of 12/31/2021
Amount	<u>\$251,399.47</u>	
2 Hourly Rate	\$135.07	2023 Hourly Rate
Comp Time	13.50	Hours as of 11/21/2023
Amount	<u>\$ 1,823.45</u>	
3 Hourly Rate	\$135.07	2023 Hourly Rate
Vacation	482.50	Hours from 12/31/2011 bank
Amount	<u>\$ 65,171.28</u>	
4 Hourly Rate	\$135.07	2023 Hourly Rate
Holiday (other)	-	Hours as of 11/21/23
Amount	<u>\$ -</u>	
5 Hourly Rate	\$135.07	2023 Hourly Rate
Personal	-	Hours as of 11/21/23
Amount	<u>\$ -</u>	
6 Hourly Rate	\$135.07	2023 Hourly Rate
Sick Hours	\$101.30	(Paid 75% at Retirement)
Amount	-	Hours as of 11/21/23
	<u>\$ -</u>	
Hourly Rate	\$135.07	2023 Hourly Rate
	\$101.30	(Paid 75% at Retirement)
Sick Hours after 12/31/11	273.50	Hours as of 11/21/23
	<u>\$ 27,706.23</u>	*Sick Pay capped at \$15,000.00
	<u>\$ 15,000.00</u>	


\$333,394.19 Total as of 11/21/23

Payout Schedule

	\$251,399.47	
1 Payout - 12/23	\$62,849.87	1. 25% Schedule Adjustment Time
2 Payout - 9/24	\$62,849.87	1. 25% Schedule Adjustment Time
3 Payout - 12/24	\$62,849.87	1. 25% Schedule Adjustment Time
4 Payout - 6/25	\$62,849.87	1. 25% Schedule Adjustment Time

*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:

Joseph Battaglia:  Date: 12/14/2023

FOR THE TOWNSHIP:

Justine Progebin, Business Administrator:  Date: 12/15/23