

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF
THE TOWNSHIP OF NORTH BRUNSWICK
AUTHORIZING A NEW MANAGEMENT EMPLOYMENT AGREEMENT
WITH JOSEPH BATTAGLIA CURRENTLY SERVING UNDER
THE POSITION OF ACTING CHIEF OF POLICE**

WHEREAS, having served in the position since August of 2008, 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; 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, in May of 2022, Resolution 162-5.22 authorized an amendment to the 2021 Management Employment Agreement with Joseph A. Battaglia serving as Acting Chief of Police, replacing the contract in its entirety with a new Management Employment Agreement that incorporated language from the 2022 Collective Bargaining Agreements with the North Brunswick Police Officers Association Local 160 PBA and SOA; and

WHEREAS, the Deputy Chief of Police wishes to continue such employment, serving in the role Acting Chief of Police, in accordance with such terms and conditions outlined herein below under a new Management Agreement.

NOW, THEREFORE, BE IT RESOLVED on this 18th day of December 2023, that the Township Council of the Township of North Brunswick hereby authorizes the Mayor to execute and the Clerk to witness a new Management Employment Agreement with terms in effect 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
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

Employment Agreement

THIS AGREEMENT, dated this ____ day of _____, 2023 by and between Joseph A. Battaglia (hereafter "Acting Police Chief"), an individual residing at _____ 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.

Preamble:

Whereas, in January of 1986, Joseph A. Battaglia was sworn in as a sworn officer and currently holds the permanent title Deputy Police Chief with the New Jersey Civil Service Commission; 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 in the absence of a Police Director beginning in 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 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 a 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, in May of 2022, Resolution 162-5.22, authorized an amendment to the 2021 Management Employment Agreement with Joseph A. Battaglia serving as Acting Chief of Police, replacing the contract in its entirety with a new Management Employment Agreement that incorporated language from the 2022 Collective Bargaining Agreements with the North Brunswick Police Officers Association Local 160 PBA and SOA; and

Whereas, in April of 2023, Resolution 124-4.23, amended Collective Bargaining Agreement with the North Brunswick Police Officers Association Local 160 SOA, extending the term from December 31, ~~2025~~ to December 31, 2026; and

Whereas the Deputy Police of Chief wishes to continue such employment, serving in the role Acting Police Chief, in accordance with such terms and conditions outlined herein below under a new Management Agreement.

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, as further detailed under North Brunswick Municipal Code, Chapter 69, Article IV.
- 3) Work Hours:** The Acting Police Chief’s regular workday consists of an 8-hour day including a meal period, starting at 9:30 AM and ending at 5:30 PM, Monday through Friday, excluding holidays, weekends and emergency events. 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 2024 and 2025 are set forth in the Schedule below, reflecting a rank differential of 12.5% from Captain while serving as Acting Police Chief.

Hired before January 1, 2018						
SOA Schedule A. Hired before January 1, 2018						
	1/1/21	1/1/22	1/1/23	1/1/24	1/1/25	1/1/26
	PBA A	PBA A	PBA A	PBA A	PBA A	PBA A
year 8	115,151	125,181	128,937	132,805	136,789	141,577
Sgt 12.5%	128,105	140,829	145,054	149,406	153,888	159,274
Lt 12.5%	142,517	158,432	163,186	168,081	173,124	179,183
Cap 12.5%	158,551	178,236	183,584	189,091	194,764	201,581
Deputy 6.25%	168,460	189,376	195,058	200,910	206,937	214,180
Acting Chief 6.25%	178,370	200,516	206,532	212,728	219,110	226,779

The formula for salary increases outlined herein below shall be added to the base 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) x 130 hours. (1950+130=2080hrs)

2021 \$262,737.06 pensionable salary
 2022 \$272,937.70 pensionable salary
 2023 \$280,948.47 pensionable salary
2024 \$289,198.24 pensionable salary
2025 \$297,695.66 pensionable salary

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

Additional Appointment: Should the Acting Police Chief be appointed by the Mayor to provide administrative responsibilities as part of his workday during transition periods with retirement/separation, currently anticipated at fiscal year end June 30, 2024, \$25,000.00/year (\$2,083.33/month) shall be added to the pensionable salary for the duration of the appointment to the position.

Contingent Provisions: The Acting Police Chief's salary is subject to a satisfactory annual evaluation by the Director of Public Safety, the Mayor and the Business administrator.

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:

- A. 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 most recent MOA.
- B. 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.
- C. 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.
- D. Dental Coverage: 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: 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:** 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:** 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 ($152/\text{year} \times 2 = 304$). Any amount of time over two years shall be paid out at the current rate of pay when paid out.

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 (now referred to as banked time).

For accumulated Schedule Adjustment Time earned as of December 31, 2021 (banked), 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.
- E. Bereavement Leave:** In accordance with the terms of the North Brunswick Superior Officers Association collective bargaining agreement in effect as outlined within SCA CBA Section XXVII.
- 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 current 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 was removed from the contract as a separate payable item. 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, 2025, or until a successor agreement is authorized and executed or until separation or retirement.

9) Township Code, Chapter 61:

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.

Joseph A. Battaglia, Acting Police Chief

Mayor Francis Womack, III

Witness:

Lisa Russo, Township Clerk

Salary Breakdown:

\$	206,532.00	2023 Base
\$	26,129.00	Longevity (Base + School Credits (\$2,500 \$20/Credit) x Year (12.5%)
\$	<u>28,228.19</u>	.986 x (School Credits (\$20/Credit) + Longevity)
\$	263,389.19	Pay (Base + Longevity + .986 + School \$2,500)
\$	<u>17,559.28</u>	Holiday (Total Pay with Longevity + .986 ÷ 1950 hours = hourly rate) x 130 hours (1950+130=2080)
\$	280,948.47	2023 Net Pay
\$	135.07	Hourly Rate: Net Pay ÷ 2080
\$	212,728.00	2024 Base
\$	26,903.50	Longevity (Base + School Credits (\$2,500 \$20/Credit) x Year (12.5%)
\$	<u>28,991.85</u>	.986 x (School Credits (\$20/Credit) + Longevity)
\$	271,123.35	Pay (Base + Longevity + .986 + School \$2,500)
\$	<u>18,074.89</u>	Holiday (Total Pay with Longevity + .986 ÷ 1950 hours = hourly rate) x 130 hours (1950+130=2080)
\$	289,198.24	2024 Net Pay
\$	139.04	Hourly Rate: Net Pay ÷ 2080
\$	219,110.00	2025 Base
\$	27,701.25	Longevity (Base + School Credits (\$2,500 \$20/Credit) x Year (12.5%)
\$	<u>29,778.43</u>	.986 x (School Credits (\$20/Credit) + Longevity)
\$	279,089.68	Pay (Base + Longevity + .986 + School \$2,500)
\$	<u>18,605.98</u>	Holiday (Total Pay with Longevity + .986 ÷ 1950 hours = hourly rate) x 130 hours (1950+130=2080)
\$	297,695.66	2025 Net Pay
\$	143.12	Hourly Rate: Net Pay ÷ 2080