

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
POLICE SERGEANT ROBERT POWELL 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, Police Sergeant Robert Powell, anticipating his retirement in February 2027, has requested payout of banked time owed to him according to the SOA Local 160 Collective Bargaining Agreement (CBA), to be disbursed over a multi-year period in scheduled increments as outlined in Exhibit A; and

WHEREAS, the Superior Officer's Association has agreed to this unique payment arrangement and has stipulated that it shall not establish a precedent for similar payments to other officers; 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 20th day of May 2024, 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 Sergeant Robert Powell, 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
MEHTA				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
HUTCHINSON				
MAYOR WOMACK				

Resolution # _____

I hereby certify that the above Resolution was duly adopted by the Township Council of North Brunswick at a meeting duly held on May 20, 2024.

Lisa Russo
Township Clerk

**AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK, THE NORTH
BRUNSWICK POLICEMEN'S SUPERIOR OFFICERS ASSOCIATION (LOCAL 160), AND
POLICE SERGEANT ROBERT POWELL**

WHEREAS, Police Sergeant Robert Powell "Sgt. Powell" is a sworn officer for the North Brunswick Department of Public Safety; and

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

WHEREAS, Sgt. Powell, 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 2027, with scheduled increments as listed in Exhibit A; and

WHEREAS, the SOA, has been included in discussions between Sgt. Powell and the Township; and

WHEREAS, after consultation between the Township, the SOA, and Sgt. Powell, 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 Sergeant Robert Powell ("Sgt. Powell"), as follows:

- A. Sgt. Powell shall receive his banked **Schedule Adjustment Time**, as of April 8, 2024, subject to taxable withholdings, with three payments, to be made in December of 2024, 2025 and 2026, in accordance with Exhibit A. Payments made for Accumulated Schedule Adjustment Time shall be paid at the 2021 hourly rate.
- B. After December 31, 2024, Sgt. Powell agrees to use, or forfeit by December 31st of each year any new **Schedule Adjustment** leave "accrued" between now and his retirement. Sgt. Powell 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. After December 31, 2024, Sgt. Powell 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 2027. In the event of continued employment subsequent to February of 2027, Sgt. Powell shall accrue and utilize compensatory time within a pay period afforded to exempt employees under the provisions of Municipal Code, Chapter 61. Sgt. Powell 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.
- D. Upon retirement, Sgt. Powell shall receive payment for unused **Vacation Time**. Payments made for said Vacation Time shall be at Sgt. Powell's last hourly rate as an active employee.
- E. After January 31, 2027, 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.


- F. After December 31, 2024, Sgt. Powell agrees to use, or forfeit by December 31st of each year any new **Personal Time** “accrued” between now and his planned retirement date of February 2027. Said time shall not be converted into Vacation hours.
- G. Upon retirement, for categories not specifically enumerated under items A-F (Holiday, Sick), final payout shall be issued for subsequent time earned, which shall be at Sgt. Powell’s last hourly rate as an active employee.
- H. 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).
- I. All payments shall be subject to taxable withholdings.
- J. With each payout prior to retirement, it shall be incumbent upon Sgt. Powell to notify Finance (the Payroll Division) the amount (if any) to be applied to a deferred compensation plan.
- K. In the event of Sgt. Powell’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 Sgt. Powell to establish a final retirement date, currently expressed to the Township shall be February 2027 and is the basis for initiating this structured agreement.
- M. 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.
- N. 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

Date

FOR THE SOA:



Justin Hansen, SOA President

5-10-24
Date

FOR SERGEANT ROBERT POWELL:



Robert Powell, Sergeant

5/10/24
Date

Exhibit A

Payout Calculation - Sgt. Robert Powell

1 Hourly Rate	\$81.57	2021 \$169,663 / 2080 = \$81.57
Schedule Adjustment (Admin)	868.50	Banked Hours as of 12/31/2021
Amount	\$70,843.55	
2 Hourly Rate	\$96.02	2024 \$199,739 / 2080 = \$96.02
Schedule Adjustment (Admin)	279.00	Hours as of 4/8/2024
Amount	\$26,789.58	
3 Hourly Rate	\$120.38	2024 Hourly Rate
Comp Time	-	Hours as of 11/21/2023
Amount	\$ -	
4 Hourly Rate	\$96.02	2024 Hourly Rate
Vacation	54.00	Hours from 12/31/2011 bank
Amount	\$ 5,185.08	
Hourly Rate	\$96.02	
Vacation	\$ 135.00	Hours as of 4/8/2024
Amount	\$ 12,962.70	
5 Hourly Rate	\$96.02	2024 Hourly Rate
Holiday (other)	540.00	Hours as of 4/8/2024
Amount	\$ 51,850.80	
6 Hourly Rate	\$96.02	Current Hourly Rate - subject to change
	\$72.02	(Paid 75% at Retirement)
Sick Hours as of 12/31/11	-	Hours as of 12/31/11
Amount	\$ -	
Hourly Rate	\$96.02	Current Hourly Rate - subject to change
	\$72.02	(Paid 75% at Retirement)
Sick Hours after 12/31/11	423.50	as of 4/8/2024
	\$ 30,498.35	*Sick Pay capped at \$15,000.00
	\$ 15,000.00	
	\$182,631.71	Total as of 4/8/2024

Payout Schedule

\$70,843.55

1 Payout - 12/24	\$23,614.52	1. 1/3 Banked Schedule Adjustment Time
2 Payout - 12/25	\$23,614.52	1. 1/3 Banked Schedule Adjustment Time
3 Payout - 12/26	\$23,614.52	1. Balance Banked Schedule Adjustment Time

*Hours as of recorded in Payroll Software as of April 8, 2024 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:

Robert Powell:  Date: 5/10/24

FOR THE TOWNSHIP:

Justine Progebin, Business Administrator: _____ Date: _____