

**A RESOLUTION AUTHORIZING A MANAGEMENT EMPLOYMENT
AGREEMENT FOR THE POSITION OF DEPUTY POLICE CHIEF IN
THE TOWNSHIP OF NORTH BRUNSWICK**

WHEREAS, the Township Council of the Township of North Brunswick has authorized the position of Deputy Police Chief; and

WHEREAS, the Mayor appointed Joseph Battaglia , effective December 25, 2008, to the position of Deputy Police Chief in accordance with the administrative regulations of the New Jersey Civil Service Commission; and

WHEREAS, the position of Deputy Police Chief is managerial in nature and is subject to the provisions of employment pertaining to non-union managerial employees as provided in the Township Code and is not entitled to overtime pursuant to applicable law; and

WHEREAS, the Mayor and Township Council of the Township of North Brunswick find it necessary to further specify certain terms and conditions of compensation which are unique to the position of Deputy Police Chief.

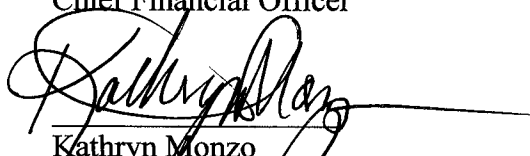
NOW, THEREFORE, BE IT RESOLVED on this 6th day of May, 2019 that the Township Council of the Township of North Brunswick does hereby authorize the Mayor and Township Clerk to execute a management employment agreement for the position of Deputy Police Chief for the Township of North Brunswick.

CERTIFICATION

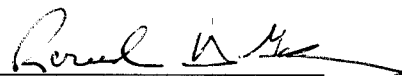
I, Cavel Gallimore, Chief Financial Officer, certify that Funds are available in Police Administration - Salary and Wages Account 9-01-25-240-240-010 for this purpose and shall subject to the appropriation of funds by the Township Council in future fiscal budgets.



Cavel Gallimore
Chief Financial Officer



Kathryn Monzo
Business Administrator




Ronald Gordon, Esq.
Township Attorney
Approved as to legal form

RECORDED VOTE:

| COUNCIL MEMBER | YES | NO | ABSTAIN | NOTES |
|----------------|-----|----|---------|-------|
| LOPEZ | ✓ | | | |
| ANDREWS 2 | ✓ | | | |
| CORBIN | ✓ | | | |
| DAVIS 1 | ✓ | | | |
| SOCIO | ✓ | | | |
| GUADAGNINO | ✓ | | | |
| 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 May 6, 2019.


Lisa Russo
Township Clerk

*c: J. Battaglia
K. McCormick
J. Corbin
S. Brown*

Employment Agreement

THIS AGREEMENT, dated this _____ day of _____, 2019 by and between Joseph A. Battaglia (hereafter "Deputy Police Chief"), an individual residing at 321 Clay Street Milltown, NJ 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.

Whereas, the Township wishes to employ a Deputy Police Chief to serve in accordance with the terms and conditions of this agreement; and

Whereas the Deputy Police Chief wishes to accept such employment in accordance with such terms and conditions;

Now, Therefore, in consideration of the mutual premises contained herein, the parties agree as follows:

- 1) **Appointment:** The Deputy 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 Deputy 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 Deputy 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.
- 3) **Work Hours:** The Deputy 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 and weekends. Only the Mayor or the Business Administrator may alter the regular work schedule of the Deputy Police Chief.
- 4) **Compensation:**
 - A. The Deputy Police Chiefs annual salary shall be calculated by multiplying 6% to the overall salary of a police captain in accordance with the Superior Officers Association ("SOA") collective bargaining agreement, including maximum longevity of twelve and one-half percent (12.5%), education at the maximum amount, clothing allowance (\$1,750), and (\$4,500) annual on call pay.
 - B. Whenever it is necessary to calculate an hourly rate for the Deputy Chief, that rate shall be calculated in the same manner as the SOA collective bargaining agreement.
 - C. **Contingent Provisions:** The Deputy Police Chief's salary is subject to a satisfactory annual evaluation by the Director of Public Safety, the Mayor and the Business Administrator.
 - D. **Exemption from overtime:** The Deputy Police Chief is considered an exempt employee pursuant to the Federal Fair Labor Standards Act (FLSA) and is not entitled to overtime.
 - E. **Benefits:** The Deputy Police Chief shall receive health benefits in accordance with the benefits afforded to the North Brunswick Superior Officers Association outlined in their collective bargaining agreement. Should the Deputy Police Chief retire from employment with the Township, the Township shall pay the premium cost for a retiree health benefit plan until he is Medicare eligible. Retirement benefits will include

medical, prescription, and dental coverage for the Deputy Police Chief and qualified dependents consistent with the current health benefit plan for North Brunswick Superior Officers Association in effect at the time of his retirement, which shall continue until the Deputy Police Chief is eligible for Medicare coverage.

5) Leave:

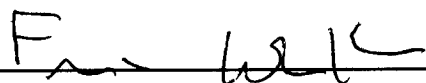
- A. Vacation and sick leave:** Are in accordance with the terms of the North Brunswick Superior Officers Association collective bargaining agreement in effect.
- B. Vacation and Accumulated sick leave sellback:** Are in accordance with the terms of the North Brunswick Superior Officers Association collective bargaining agreement in effect.
- C. Schedule adjustment time:** The Deputy Police Chief shall be granted 19 days (152 hours) schedule adjustment time per year to be used as time off, subject to approval by the Director of Public Safety. If the Deputy Police Chief separates through retirement or resignation, he shall be compensated for any accumulated schedule adjustment leave at his then current rate of pay.
- D. Personal Leave:** In accordance with the terms of the North Brunswick Superior Officers Association collective bargaining agreement in effect.
- E. Bereavement Leave:** In accordance with the terms of the North Brunswick Superior Officers Association collective bargaining agreement in effect.
- F. Compensatory time:** Any accumulated compensatory time held by the Deputy Police Chief will be payable to him upon his separation at his then current rate of pay.
- G. Tuition and Books.** In accordance with the terms of the North Brunswick Superior Officers Association collective bargaining agreement in effect.

6) 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 and shall be retroactive back to January 1, 2018. It shall remain in effect through December 31, 2021, or until a successor agreement is authorized and executed or until separation or retirement.

7) 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.

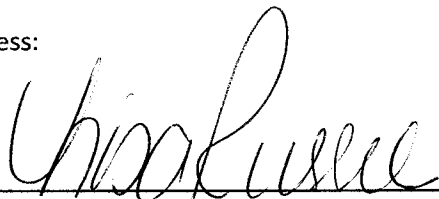
I have read and understand this agreement. I am signing this agreement knowingly,
willfully and voluntarily.

Joseph A. Battaglia, Deputy Police Chief



Francis Mac Womack, III, Mayor North Brunswick Township

Witness:



Lisa Russo, Township Clerk

Salary schedule

| | |
|------|---------|
| 2018 | 225,339 |
| 2019 | 229,536 |
| 2020 | 234,352 |
| 2121 | 239,277 |