

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
POLICE LIEUTENANT MICHAEL MCGINN AND THE
POLICE SUPERIOR OFFICER'S ASSOCIATION (LOCAL 160)
OF THE NORTH BRUNSWICK DEPARTMENT OF PUBLIC SAFETY**

WHEREAS, the Township Council of the Township of North Brunswick has previously authorized approval of 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 Lieutenant Michael McGinn has petitioned the Township to receive payout of his Compensatory, Scheduled Adjustment and other contractual time with the Township, to be paid over a multi-year period, with 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 3rd day of June, 2019 that 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 Lieutenant Michael McGinn, and further authorizes the Mayor and/or Business Administrator to execute an Agreement reflecting the terms and conditions of such payment and other conditions.

Kathryn Monzo
Business Administrator

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

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
LOPEZ				
ANDREWS				
CORBIN				
DAVIS				
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 June 3, 2019.

Lisa Russo
Township Clerk

**AN AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK, THE NORTH
BRUNSWICK POLICEMEN'S SUPERIOR OFFICER'S ASSOCIATION (LOCAL 160), AND
POLICE LIEUTENANT MICHAEL MCGINN**

WHEREAS, Police Lieutenant Michael McGinn, hereinafter "Lt. McGinn" is a police lieutenant in the North Brunswick Department of Public Safety; and

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

WHEREAS, Lt. McGinn, in preparation of his anticipated retirement, has petitioned the Township to request to receive payout of his ~~Compensatory, Scheduled Adjustment and other contractual~~ time with the Township, to be paid over a multi-year period, with scheduled increments as listed in Exhibit A; and

WHEREAS, William Bonura, President of the SOA, has been involved in discussions between Lt. McGinn and the Township; and

WHEREAS, after consultation between the Township, the SOA, and Lt. McGinn, 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 Lieutenant Michael McGinn ("Lt. McGinn"), as follows:

- A. Lt. McGinn will receive his **Accumulated Schedule Adjustment**, as of May 9, 2019, subject to taxable withholdings; payable in accordance with Exhibit A. Payments made for Accumulated Schedule Adjustment Time shall be at Lt. McGinn's 2018 hourly rate.
- B. After December 31, 2019, Lt. McGinn agrees to use, or forfeit by December 31st of each year any accrued **Accumulated Schedule Adjustment** leave between January 1, 2020 and his retirement. Lt. McGinn shall be required to follow current procedure to request to use his schedule adjustment leave, and his superiors shall make every reasonable effort to accommodate each request.
- C. Lt. McGinn will receive his **Compensatory Time**, subject to taxable withholdings, payable in accordance with Exhibit A. Payments made for Compensatory Time shall be at Lt. McGinn's current hourly rate at time of payment.
- D. With each payout prior to retirement, it is incumbent upon Lt. McGinn to notify Finance (the Payroll Division) the amount (if any) to be applied to a deferred compensation or other benefit plan. Payments will continue after separation and/or in the event of Lt. McGinn's death. In the event of the latter, it shall be incumbent upon the Estate Administrator or Executor to notify the Township's Finance Department, providing necessary documentation and account information to continue the payments.

- E. Lt. McGinn will receive his **Vacation Time**, subject to taxable withholdings; payable in accordance with Exhibit A. Payments made for Vacation Time shall be at Lt. McGinn's current hourly rate at time of payment.
- F. Lt. McGinn will receive payment for other unused accumulated time, in accordance with the union contract (**Holiday, Personal, Sick**) outlined on Exhibit A. Payment calculations shall be made based on Lt. McGinn's current hourly rate at time of payment.
- G. Any payouts issued after his retirement date shall be calculated using Lt. McGinn's last hourly rate as an active employee.
- H. In the year of Lt. McGinn's retirement, if the retirement date falls less than three months prior to the next scheduled payment, at McGinn's request, the next scheduled payment shall be made prior to his retirement date.
- I. 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.
- J. 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:


Kathryn Monzo, Business Administrator 5-31-19
Date

FOR THE SOA:


William Bonura, President 5/30/19
Date

FOR LIEUTENANT MICHAEL MCGINN:

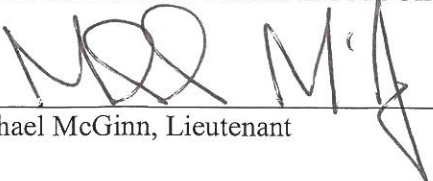

Michael McGinn, Lieutenant 5-30-2019
Date

Exhibit A

Payout Calculation - Michael McGinn

Schedule Adjustment Time

Hourly Rate	\$90.42	2018 Pensionable Rate
Schedule Adjustment Hours (Admin)	2,421.75	Hours as of 5/9/19
Schedule Adjustment Pay	<u>\$218,974.64</u>	

Compensatory Time

Hourly Rate	\$92.13	Current Pensionable Rate - subject to change
Comp. Hours	73.00	Hours as of 5/9/19
Comp. Pay	<u>\$6,725.49</u>	

Vacation Time

Hourly Rate	\$92.13	Current Pensionable Rate - subject to change
Vacation Hours as of 12/31/11	856.50	Hours as of 5/9/19
Vacation Pay	<u>\$78,909.35</u>	

Hourly Rate	\$92.13	Current Pensionable Rate - subject to change
Vacation Hours 1/1/12-Present	407.50	1,264.00 - 856.50 as of 12/31/11= 407.50
Vacation Pay	<u>\$37,542.98</u>	*440 Max - as of 2017 Contract

Holiday Time

Hourly Rate	\$92.13	Current Pensionable Rate - subject to change
Holiday Hours (Other)	667.50	Hours as of 5/9/19
Holiday Pay	<u>\$61,496.78</u>	

Personal

Hourly Rate	\$92.13	Current Pensionable Rate - subject to change
Personal Hours	40.00	Hours as of 5/9/19
	<u>\$3,685.20</u>	

Sick Time

Hourly Rate	\$92.13	Current Pensionable Rate - subject to change
75% of Hourly Rate	\$69.10	
Sick Hours as of 12/31/11	755.50	Hours as of 5/9/19
Sick Pay > \$15,000.00	<u>\$52,203.16</u>	

Payout Schedule (Four Equal Payments Each) **\$459,537.58**

Payout 1 - 8/19, 12/19, 3/20, 6/20	\$109,487.32	50% Schedule Adjustment
Payout 2 - 8/20, 12/20, 3/21, 6/21	\$116,212.81	50% Schedule Adjustment + Comp Time
Payout 3 - 8/21, 12/21, 3/22, 6/22	\$116,452.32	Vacation
Payout 4 - 8/22, 12/22	\$117,385.14	Balance (Holiday, Personal, Sick)

*Hours as of May 9, 2019 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: Schedule Adjustment, Sick, Compensatory, Vacation etc.

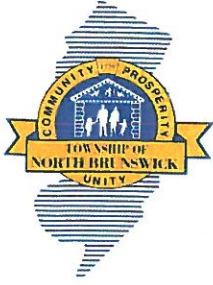
Signature agreeing to the payout schedule presented :

Michael McGinn: 

Date: 5-30-2019

Kathryn Monzo: 

Date: 5-31-19



**Township of North Brunswick
Office of the Business Administrator
710 Hermann Road
North Brunswick, NJ 08902**

PAYOUT SCHEDULE OF ACCUMULATED TIME

May 21, 2019

Michael McGinn
21 Sugarbush Court
Jackson, NJ 08527

RE: Request to receive scheduled payouts of accumulated time

Lt. McGinn:

I am writing to confirm your request on May 1, 2019 in which you requested to receive payout of your accumulated time with the Township in scheduled increments. While this request is not specifically authorized within the SOA Local 160 collective bargaining agreement, and requires Administrative approval, I have reviewed with the Mayor and fully support your request with the understanding this will not constitute a precedent with the Union and that all requests are evaluated on a case-by-case basis.

Please see Exhibit A, attached hereto, with regards to the financial breakdown of accumulated time, as of May 9, 2019, along with the planned scheduled payout. Please note with each payout, it is incumbent upon you to notify Finance (the Payroll Division) the amount to be applied to a deferred compensation or other benefit plan. In addition, any payouts after your retirement from the Township will be at your last hourly rate as an active employee.

Kathryn Monzo
Business Administrator
Township of North Brunswick