

CLINTON POLICE DEPARTMENT

EMPLOYMENT AGREEMENT

DIVISION COMMANDER

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This Agreement by and between the Town of Clinton ("Town") acting herein through its Board of Police Commissioners, ("The Commission"), and Joseph S. Flynn

Whereas, The Commission employs Joseph S. Flynn as Division Commander with the rank of Captain.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the Commission and the Division Commander agree as follows:

1. Term of Agreement

This Agreement shall be effective November 1<sup>st</sup>, 2018 through October 31<sup>st</sup>, 2021, and subject to termination in accordance with the provisions set forth herein. However, on or before the expiration date of the Agreement, the Parties may extend the Agreement through October 31<sup>st</sup>, 2023, upon mutual agreement in writing by the Parties. Benefits, terms and requirements contained in this Agreement shall be continued until a successor Agreement is signed or unless terminated pursuant to the terms contained herein.

2. Duties and Responsibilities

The duties and responsibilities of the Division Commander shall be set forth in the Rules and Regulations of the Clinton Police Department. It is understood and agreed that the Division Commander is "on call", unless relieved, for departmental matters twenty-four (24) hours per day and shall at all times be available to respond to his/her responsibilities as an administrator of the Department.

The Division Commander shall perform as an executive employee and is expressly exempt by the Fair Labor Standards Act and related laws from the requirement of paid overtime unless otherwise agreed upon by the Commission if unusual circumstances arise. While there is no set schedule, the Division Commander is accountable to the Chief of Police, the Commission, the Town, and its citizens, and must comply with department regulations and shall serve a majority of hours during normal business hours, Monday thru Friday. The Division Commander may be required to attend meetings outside his/her normal schedule as part of his/her duties.

The Division Commander, during his/her employment, will not engage, directly or indirectly, in any business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage, which may interfere with his/her ability to effectively fulfill his/her responsibilities to the Town, or which may breach the confidentiality of the Town, as determined by the Commission. Written approval for outside employment may be authorized by the Commission. The Town shall be entitled to all the benefits, profits, or other entitlements arising from or incident to all work, services, and advice of the Division Commander.

3. Compensation

The annual salary for this Agreement shall be one hundred four thousand dollars (\$104,000.00) for Fiscal Year 2018-2019 plus any cost of living or other adjustments approved by the town for subsequent years of this contract. Salary increases granted for subsequent years will be based on the Chief's and Commission's evaluation of the Division Commander, as determined by an annual performance review, but in no case shall the Division Commander's salary be decreased during the term of this agreement.

In addition to this annual salary, the Commission shall pay the Division Commander an annual education payment of one and one half percent (1.5%) of the Division Commander's salary in each year of this contract, provided that the Division Commander has been awarded a Bachelor's Degree from an accredited college or university. If the Division Commander has been awarded a Master's Degree from an accredited College or University, he/she will receive one and three quarters percent (1.75%) of salary for a Master's degree. This payment shall be made on or about November 1<sup>st</sup>. The amount of the education payment shall be reviewed annually during the Commission's review of the Division Commander's salary and to verify eligibility for any payments under this section.

For the time period of this Agreement, any required and/or approved adjustments to compensation shall be made retroactive to the applicable date, following approval of such adjustments by the Board of Selectmen.

4. Fringe Benefits

The following fringe benefits shall be provided to the Division Commander during the term of this Agreement:

A. Life Insurance

The Town shall provide and pay for term life insurance in the amount of two hundred thousand dollars (\$200,000.00). The Division Commander may purchase up to three hundred thousand dollars (\$300,000.00) in supplemental insurance paying the full cost of the additional insurance. The beneficiary will be chosen by the Division Commander.

B. Medical and Dental Insurance

1. Coverage - The Town will provide coverage for the Division Commander and his/her dependents under the same medical/dental/optical plans as offered to the police union.
2. Contributions - The Division Commander shall contribute, by payroll deduction, the same percentage of salary as the police union members for the cost of medical/dental/optical benefits.

Contributions toward medical/dental/optical benefits shall be made on a pre-tax basis, through the Town's Section 125 Plan.

3. Change of Carriers. The Town may obtain medical/dental/optical benefit coverage substantially equivalent to or better than that provided to the police union, with alternative insurance carriers, including those with preferred provider networks, or through a health maintenance organization, or through self-insurance, so long as there is no interruption in coverage.

C. Holidays

During each year of this Agreement, the Division Commander shall receive the same holidays as provided to all Union members of the Clinton Police Department. In the event that the duties of his/her position require that the Division Commander work on a holiday, he/she shall be granted equivalent time off at a later date to be determined by mutual agreement of the Division Commander and the Chief. The Division Commander shall not receive additional bonus pay for these holidays.

D. Vacation

The Division Commander shall receive four (4) weeks of vacation per year during his/her Agreement.

All vacation time taken by the Division Commander shall be with advance notice to and approval of the Chief. The Division Commander shall give the Chief as much notice as possible of his/her intent to take vacation.

In the event the Division Commander does not take all of his/her allotted vacation time for a particular contract year, he/she may request approval of the Commission to carry over vacation to the next year.

Approval of a request to carry over vacation shall be in the sole discretion of the Commission. In no event, shall the total accumulation of carry over vacation exceed twenty (20) days.

The Division Commander may at his/her option, return to the Town any unused vacation time for cash payment at his/her current rate, but not to exceed five (5) days per annum.

E. Sick Leave

The Division Commander shall accrue sick leave at the rate of one (1) day per completed calendar month of service. Sick leave shall be cumulative to a maximum of one hundred eighty (180) days.

Sick leave may be used for personal illness or non-service connected injury.

Whenever the Division Commander has been absent from work for three (3) consecutive work days due to illness/injury, the Chief may request a medical certificate of sickness, including examination of the Division Commander by a physician designated by the Department.

Fifty percent of the amount of the unused accumulated sick leave will be converted into cash, not to exceed eighty days (80), and remitted, subject to tax deductions, to the Division Commander or his/her estate under the following circumstances:

1. In the event of Division Commander's death.
2. In the event the Division Commander applies for and is approved for retirement.

F. Retirement Benefits (Including Medical)

The Division Commander shall participate in the Clinton Police Non-Union Pension Plan (Per language established and approved by the Police Pension Committee 09/18/2018).

The Division Commander shall receive Major Medical insurance upon retirement until age 65, provided that the Division Commander carries a primary medical insurance policy.

Or the Division Commander may select upon his/her retirement the same retiree medical coverage as provided to Union members. If selected, the Division Commander's contribution to this plan shall be the same as the members of the Clinton Police Union.

Or upon retirement, with a minimum of 15 years of continuous service with the Town, the Town shall offer the Division Commander the opportunity for the continuation of group medical and dental insurance at the town's rate, for himself/ herself. The Division Commander will be responsible for paying the entire premium for any such insurance. This insurance will be the same medical and dental insurance benefits provided to active employees, as those benefits may change from time to time. This coverage is available for purchase at the group rate until such time as the retiree becomes eligible for Medicare or reaches age 65, whichever is earlier.

If the Division Commander receives or purchases group medical and dental insurance from another employer or through the Division Commander's spouse's plan upon retirement, the Division Commander shall not be eligible for such continuation of group medical or dental insurance through the town.

The Division Commander may "buy back" into the Town's medical insurance coverage, at the Town's rate, if for any reason, the coverage through the spouse's plan was lost or the former Division Commander loses coverage from another employer.

G. Vehicle

The Division Commander shall be provided with an unmarked motor vehicle. The Division Commander shall have unrestricted use of this vehicle within the State of Connecticut. Out of state use other than job related, is prohibited unless permission is granted in advance by the Chief of Police. It shall be maintained and insured by the Town, and fuel shall be provided. The Division Commander shall also be responsible for maintaining any required records of use of the vehicle, and for any federal or state income tax, which he/she may be required to pay as the result of his/her use of the vehicle.

H. Uniform and Equipment

The Division Commander shall be responsible for maintenance, repair and replacement of his/her uniforms and equipment. For this purpose, and/or purchase and upkeep of appropriate civilian clothing, he/she shall be paid an allowance of One thousand two hundred dollars (\$1,200.00) annually. "Maintenance" shall include the cost of dry-cleaning both uniforms and civilian clothing used for business.

I. Personal Leave Days

The Division Commander shall be entitled to three (3) personal leave days in each fiscal year. These days may be utilized for any personal business. Personal leave days are not cumulative.

J. Funeral Leave

The Division Commander shall be granted the same number of funeral days as provided to members of the police union.

K. Longevity

The Commission shall pay the Division Commander an annual longevity payment of 2.5% of the Division Commander's salary in each year of this contract provided that the Division Commander has completed 20 years of service with the Clinton Police Department. If the Commander has 15 years of service, the annual payment shall be 1.75% of his/her salary. This benefit shall be payable on the 31<sup>st</sup> of July.

L. General Provision

The Commission shall periodically review the above fringe benefits and make such adjustments as may be appropriate in light of such factors as the benefits accorded to other members of the Department.

5. Professional and Business Expenses

The Commission shall authorize payment to reimburse the Division Commander for reasonable business, training or professional development expenses upon recommendation of the Chief and with prior Commission approval.

Payments under this provision are subject to availability of funds in the annual police department budget.

6. Death

Upon the death of the Division Commander, unless his/her employment shall have been previously terminated, the Division Commander's beneficiary, and if none, his/her estate, shall, within sixty (60) days after his/her death, be paid all salary due to him/her and accrued but unused vacation time.

7. Termination

The parties may terminate this Agreement at any time by mutual agreement.

The Division Commander may terminate this Agreement by resigning, with as much notice to the Chief as possible but in no event, less than forty-five (45) days' notice of resignation.

The Commission may discharge the Division Commander for cause after a hearing before the Commission. Cause shall include, but not limited to, the following:

- A. Conviction of a felony.
- B. Offensive, indecent, harassing or abusive conduct towards superiors and sexual harassment of any CPD member.
- C. Two (2) consecutive unsatisfactory performance evaluations.
- D. Theft, willful neglect or misuse of any fund, property, equipment, material or supplies.

- E. Absence without leave for five ((5) or more working days or failure to return to duty within five (5) working days following authorized leave.
- F. Intoxication while on duty or use of illegal drugs.
- G. Egregious and/or repeated neglect of duty.
- H. Insubordination or failure to carry out the requirements of the position.
- I. Physical or mental disability which prevents the Division Commander from carrying out the essential duties of his/her position with or without reasonable accommodation.
- J. Any other behavior that is so egregious, shows lack of character, tarnishes the department or undermines the good order and discipline of the department.

Further, it is understood that the Division Commander is subject to all rules and regulations of the Department, as is any other member of the Department.

8. Arbitration

Any dispute, claim or breach arising out of or relating to this Agreement shall first be submitted for settlement to the Board of Police Commissioners. If the Division Commander is not satisfied with the decision of the Board of Police Commissioners, whose decision shall be rendered within thirty (30) calendar days from the date of submission of the dispute, then the Division Commander may submit the dispute, claim, or breach issue to an arbitrator selected pursuant to the rules then pertaining to the American Arbitration Association.

Arbitration shall take place in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon all parties provided it does not contravene the specific terms of the Agreement.

The arbitrator shall be limited to the express terms of this Agreement and shall not have the power to modify, amend, or delete any terms or provisions of this Agreement.

The costs of the arbitration, including the cost of the arbitrator and all other costs relating to the services and proceedings, shall be borne by the Town.

9. Indemnification

The Town shall protect and save harmless the employee from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment to the extent of and in accordance with the provisions of Connecticut General Statutes sections 7-101a and 7-465.

10. Applicable Law

This Agreement shall be construed and governed by the laws of the State of Connecticut.

11. Entire Agreement

This Agreement supersedes all prior agreements between the parties concerning the subject matter hereof and this Agreement constitutes the sole, only, and entire agreement between the parties with respect to the Division Commander's employment.

This Agreement may be modified only with written instrument duly executed by each of the parties. No person has any authority to make any representation or promise on behalf of any of the parties not set forth herein, and this Agreement, has not been executed in reliance upon any representation or promise except those contained herein. No waiver by any party of any breach of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach.

In WITNESS WHEREOF, the parties do execute this Agreement this the 1 day of November, 2018.

*Peter R. Niles*

Peter Niles, Chairman  
Board of Police Commissioners

*Captain Joseph S. Flynn* 11/1/18

Captain Joseph S. Flynn,  
Division Commander

*Christine Goupil*

11-1-2018

Hon. Christine Goupil,  
First Selectman, Town of Clinton

