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Sharon Uricchio Town Clerk

Clinton Police Department
Employment Agreement
Chief of Police

This Agreement is made by and between the Town of Clinton (the "Town") acting herein through its Board of Police Commissioners, (the "Commission"), the Board of Selectmen (the "BOS"), Vincent Edward DeMaio (the "Chief"), herein after referred to as the (the "Parties").

Whereas, the Commission agrees to employ Vincent DeMaio as the Chief of Police of the Clinton Police Department.

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

Article I. Term of Agreement

This Agreement shall be effective on April 1, 2016 through June 30, 2019, subject to termination in accordance with the provisions set forth herein.

Article II. Duties and Responsibilities

A. The duties and responsibilities of the Chief shall be set forth in the Rules and Regulations of the Clinton Police Department as set by the Commission. The Chief shall be the chief executive of the department and the commanding officer of all personnel assigned to the Department irrespective of rank or status. The Chief shall be the fiscal departmental authority in carrying out all matters of policy, budget, operations, and discipline set forth by the Town. He shall exercise all lawful powers of his office and issue such legal orders as are necessary to assure the effective and efficient performance of the Department. The Chief shall report directly to the Commission on all matters concerning the Department.

B. The Chief, during his 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 ability to effectively fulfill his 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 Chief.

C. It is understood and agreed that the Chief is "on call" for departmental matters twenty-four (24) hours per day, and shall at all times be available to respond to his responsibilities as the administrative head of the Department, except during permitted absences. All absences of three (3) or more days must be approved by the Commission and should be scheduled as not to conflict with the needs of the Department. During absences of three (3) or more days, the Chief shall designate a ranking department member as having command of the department in his stead. The Chief 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 Chief is accountable to 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 Chief may be required to attend meetings outside his normal schedule as part of his duties.

Article III. Performance Evaluations

The Chief shall be evaluated annually by the Commission in the second quarter of the fiscal year but in no event later than January 30th. The evaluation shall be in writing and related to outlined goals and written objectives for the previous year and include an opportunity for self- evaluation, a review with the Commission and discussion about the evaluation. The evaluation shall be used in determining recommended wage increases in concert with this document.

Article IV. Wages and Compensation

A. The Chief's salary shall be paid in equal biweekly installments on the same schedule as for other Department employees. The salary for the first fifteen months of this agreement shall consist of the following:

1. The Chief's salary shall be one hundred seventeen thousand five hundred sixty dollars ($117,560) annually for the period starting April 1, 2016 to June 30, 2017.

2. Salary increases granted for subsequent years will be based on the recommendation of the Commission as determined by an annual performance review and as approved by the Board of Selectmen.

B. For the first year and subsequent years of this Agreement, any required adjustments to compensation shall be made retroactive to the applicable date, following approval by the Board of Selectmen. In no case shall the Chief's salary be decreased during the term of this agreement.

Article V. Fringe Benefits

A. Life Insurance – The Town shall provide and pay for term life insurance in the amount of two hundred thousand dollars ($200,000). The Chief may purchase at the Town's group rate, up to three hundred thousand dollars ($300,000) in supplemental insurance, with the Chief paying the full cost of the additional insurance. The beneficiary will be chosen by the Chief.

B. Medical/Disability Insurance – The Town will provide coverage for the Chief and his dependents under the same medical/ prescription/ dental/ optical plans as offered to the police union members. The Chief shall contribute, by payroll deduction, the same percentage of pay as police union members for the cost of the medical/ prescription/ dental/ optical benefits. Contributions toward medical/ prescription/ dental/ optical benefits shall be made on a pre-tax basis through the Town's Section 125 Plan.

The Town may obtain medical/ prescription/ 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.

The Town shall provide disability insurance with a one hundred eighty (180) day waiting period. The maximum monthly benefit shall be five thousand dollars ($5,000) payable for a five-year maximum term due to disability, or for life due to accident, all subject to terms and conditions of insurance carrier.

C. Holidays – During each year of this Agreement, the Chief shall receive the same holidays as provided to all Union members of the Clinton Police Department except that the chief may substitute the day before or the day after Christmas for one of the other approved holidays.

In the event that the duties of his/her position require that the Chief work on a holiday, he/she may take equivalent time off on another day within thirty (30) days of the holiday worked. The Chief shall not receive a bonus or additional pay for holidays not worked.

D. Vacation – The Chief shall receive four (4) weeks' vacation per year during this Agreement.

All vacation taken in blocks of three or more days at a time by the Chief shall be with advance notice to and approval by the Commission and should be scheduled as not to conflict with the needs of the Department. The Chief shall give the Commission as much notice as possible of his intent to take vacation.

In the event the Chief does not take all of his allotted vacation time for a particular contract year, he 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 days exceed twenty (20) days in addition to the current year's vacation benefit.

The Chief may at his option, return to the Town any unused vacation time for cash payment at the current rate, but not to exceed ten (10) days per annum.

E. Sick Leave – The Chief 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 sixty (160) days. Sick leave may be used for personal illness or non-service connected injury.

Whenever the Chief has been absent from work for five (5) consecutive work days due to illness/injury, the Commission may require a medical certificate of illness/injury, including examination of the Chief by a physician designated by the Commission.

Fifty percent of the amount of the unused accumulated sick leave will be converted into cash, not to exceed eighty (80) days, and remitted, subject to tax deductions, to the Chief or his estate in the event of the Chief's death or in the event the Chief applies for and is approved for retirement.

F. Support – The chief shall be provided an unmarked police vehicle. The Chief shall have unrestricted use of the vehicle for in state and reasonable out of state usage. Extended out of state use, other than job related, must be approved in advance by the Chairman of the Police Commission. The Chief shall insure that routine maintenance is performed in a timely manner. The vehicle shall be maintained, fueled and insured by the Town. The Chief shall be responsible for maintaining any required records of use of the vehicle, and for any federal or state income tax, which he may be required to pay as a result of his use of the vehicle.

The Town will furnish the Chief with a suitable office, adequate support staff and any other facilities, equipment and services that are necessary for the performance of his duties, as have been offered in the past, and are suitable to his position.

G. Uniform and Equipment – The chief shall be responsible for maintenance, repair, and replacement of his uniforms and issued uniform equipment. For this purpose, and/or purchase and upkeep of appropriate civilian clothing, he shall be paid an allowance of One thousand two hundred and fifty dollars ($1,250) annually. "Maintenance" shall include the cost of dry cleaning both uniforms and civilian clothing used for business.

H. Personal Leave Days – The chief shall be entitled to three (3) personal paid leave days in each fiscal year. These days may be utilized for any personal business. Personal leave days are not cumulative.

I. Funeral Leave – The Chief shall be granted the same number of funeral days as provided to Union members of the Department.

J. 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.

Article VI. Retirement Benefits

The Chief shall be enrolled in the Clinton Police Department Pension Plan for Non-Bargaining Unit Employees or in a defined contribution plan offered by the town, at the Chief's option. Within forty five (45) days of the initial date of this agreement the Town shall present to the Chief a description of the offered defined contribution plan by the Town with a pre-tax annual ten percent (10%) salary contribution and with a town annual contribution match. The Chief will have thirty (30) days from the presentation of the plan document to select with plan he/she decided to join. If the Chief selects the defined contribution plan it will commence on July 1, 2016 with the provision that it will be retroactive to April 1, 2016. The Town will make any necessary amendments to the pension plan or applicable ordinances as required.

In the case of retirement, the Chief and his/her qualified dependents shall receive Major Medical or similarly purposed medical insurance until age 65 at the Town's incurred expense, provided that the Chief carries a primary medical insurance policy.

Upon retirement, the Town shall offer the Chief the opportunity to purchase group medical and dental insurance for himself, eligible spouse and, qualified dependents with the same medical and dental insurance benefits provided to active employees, as those benefits may change from time to time, until such time the Chief and/or eligible spouse at the time of retirement become eligible for Medicare or reach age 65, whichever is earlier. Under these circumstances, the Chief shall be responsible for paying for total amount of the applicable premium for such insurance.

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

Article VII. Professional and Business Expenses

The Commission shall authorize payment for the Chief's annual dues for membership in the International Association of Chiefs of Police, the Connecticut Association of Chiefs of Police, the New England Association of Chiefs of Police, and the FBI National Academy. The Commission shall also authorize payment to reimburse the Chief for other reasonable business expenses and training or professional development costs, with prior approval by the Commission. Payments under this provision are subject to availability of funds in the annual police department budget.

Article VIII. Death

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

Article IX. Discipline and Termination

A. The parties may terminate this Agreement at any time by mutual agreement during the term of this agreement. The Chief may also terminate this Agreement by resigning, with as much notice as possible and in no event, less than thirty (30) days notice of resignation. The continued employment of the Chief after the expiration of this contract is dependent on the mutual agreement of the parties to negotiate a new agreement.

B. The Commission may suspend the Chief with pay and benefits at any time; provided however that the suspension is made in good faith and for cause. The Commission may suspend the Chief without pay but with benefits at any time; provided however that the suspension is made in good faith and for just cause.

C. The Commission may discharge the Chief for just cause after a hearing before the Commission, in accordance with Connecticut General Statute 7-278. Cause shall include, but is not necessarily limited to the following:

1. Conviction of a felony.

2. Offensive, indecent, harassing or abusive conduct towards the public, the Commission, co-workers, Town employees and any other individuals.

3. Two (2) successive annual unsatisfactory performance reviews.

4. Theft, willful neglect or misuse of any fund, property, equipment, material, or supplies.

5. Absence without leave for five (5) or more working days or failure to return to duty within five (5) working days following authorized leave.

6. Intoxication while on duty or use of illegal drugs.

7. Egregious and/or repeated neglect of duty.

8. Insubordination or failure to carry out the requirements of the position.

9. Physical or mental disability which prevents the Chief from carrying out the essential duties of his position with or without accommodation.

10. 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 Chief is subject to all rules and regulations of the Department, as is any other member of the Department.

Article X. Residency

As a condition of continued employment, the Chief must make the Town his/her domicile no later than six (6) months after the commencement of this agreement. In the event of extenuating circumstances, the Commission may relax this requirement.

Article XI. 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 Chief 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 Chief may submit the dispute, claim, or breach issue to an arbitrator selected pursuant to the rules then pertaining to the American Arbitration Association; provided, however, that in the event of discharge, the Chief shall have the option to appeal to the Superior Court in accordance with Connecticut General Statute 7-278 or to seek arbitration of a dispute.

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.

Article XII. Indemnification

The Town shall defend, save harmless, and indemnify the Chief against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission or commission occurring within the scope of the Chief's duties. Such indemnification shall be in accordance with the requirements of Connecticut General Statute 7-465, "Assumption of liability for damage caused by employee of municipality - - - - - - ".

Article XIV. Applicable Law

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

Article XIII. 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 Chief's employment. This Agreement may be modified only with a 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.

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In WITNESS WHEREOF, the parties do execute this Agreement.

This the 1st day of April, 2016.

Bruce Farmer, First Selectman
Town of Clinton

Peter Niles, Chairman
Board of Police Commissioners

Vincent E. DeMaio, Chief
Clinton Police Department