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CLINTON POLICE DEPARTMENT *Sharon Orsich* Town Clerk
EMPLOYMENT AGREEMENT
ADMINISTRATIVE ASSISTANT TO THE
CHIEF OF POLICE

This Agreement is made by and between the Town of Clinton ("Town") acting herein through its Board of Police Commissioners, ("The Commission"), and Wendy McDermott, the Administrative Assistant.

Whereas, the Commission desires to employ Wendy McDermott, as the Administrative Assistant to the Chief of Police and Wendy McDermott desires to accept such employment;

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

1. Term of Agreement

This Agreement shall be effective July 1, 2015 through June 30, 2018, subject to termination in accordance with the provisions set forth below. This Agreement will remain in effect until a successor contract is reached by mutual agreement of both parties. In any case there shall be a six month probationary period where the Commission can terminate this agreement for any reason.

2. Duties and Responsibilities

The basic work week will be forty (40) hours per week, 8 AM to 4 PM Monday thru Friday subject to change by mutual agreement with the Chief of Police, with one (1) hour for lunch. Hours may be flexed to accommodate evening meetings and additional duties. It is understood and agreed that the Administrative Assistant is "on call" for departmental matters twenty-four (24) hours per day and shall, at all times, be available to respond to his/her responsibilities as the Administrative Assistant to the Chief of Police.

During Administrative Assistant's employment under this Agreement, he/she agrees to devote his/her full time and best efforts to the Town and to perform in good faith all the duties of the position of Administrative Assistant to the Chief of Police. The duties and responsibilities of the Administrative Assistant are detailed in the attached Job Description, and the Administrative Assistant is subject to the rules and regulations of the Town, including but not limited to the Administrative and Operations Manual of the Clinton Police Department. The Administrative Assistant further understands and agrees that the Town may change, delete, suspend, or discontinue any of its policies or procedures at any time and without prior notice, and

that Employee's continuation of employment thereafter constitutes consent to any such action. Additionally, the Administrative Assistant acknowledges that the Town reserves the right to respond to specific situations in whatever manner it believes best serves the needs of the Town. Consequently, the Administrative Assistant recognizes that the Town's actions, from time to time, may vary from the attached policies and procedures, or any subsequent policies and procedures implemented.

3. Compensation

The annual salary for this year of this Agreement shall be 47,538.00. For the time period of this Agreement, any required adjustments to compensation shall be made retroactive to the applicable date, following approval of this Agreement by the Board of Selectmen.

4. Fringe Benefits

All fringe benefits will coincide with the Clinton Supervisory Employees Union contract unless otherwise stipulated below and as such may change from time to time.

A. Life Insurance

The Town agrees to provide and pay the cost of life insurance for the Administrative Assistant as follows:

1. First year of employment: \$10,000.
2. Second and subsequent years of employment: \$50,000.
3. At retirement the Town agrees to provide and pay the cost of life insurance for the Administrative Assistant in the amount of ten thousand dollars (\$10,000.00) of permanent insurance.

B. Medical Insurance

1. The Town will provide coverage for the Administrative Assistant and his/her dependents under the same medical/dental/optical plans as offered to the Clinton Supervisory Employees Union members.

- a. Contributions. The Administrative Assistant shall contribute, by payroll deduction, the same percentage as the Clinton Supervisory Employees Union members for the cost of medical/dental/optical benefits.

1. Contributions toward medical, dental and optical benefits shall be made on a pre-tax

basis, through the Town's Section 125 Plan.

- b. Change of Carriers. The Town may obtain medical/dental/optical benefit coverage substantially equivalent to or better than that provided, so long as there is no interruption in coverage.
- c. Waiver of Benefits. The Town will continue its practice of offering a waiver of insurance to all eligible employees.

C. Holidays

1. The following days shall be considered holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas

Christmas Day

D. Vacation

The Administrative Assistant shall receive three (3) week's vacation annually on July 1st, however the first years vacation will be prorated at one week for each four months worked or part thereof. All vacation time taken by the Administrative Assistant shall be with advance notice to and approval of the Chief of Police. At least two weeks notice is required for vacation of more than three days unless otherwise agreed by the Chief.

In the event the Administrative Assistant does not take all of his/her allotted vacation time for a particular contract year, she may request approval of the Chief to carry over one (1) week vacation to the next year. In no event shall the total accumulation of vacation exceed ten (10) days plus the current year's vacation.

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

E. Sick Leave

The Administrative Assistant 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 seventy (170) days.

Sick leave may be used for personal illness or non-service connected injury. Whenever the Administrative Assistant has been absent from work for three (3) consecutive work days due to illness, the Chief may request a medical certificate of sickness, including examination of the Administrative Assistant by the department's designated physician.

Fifty percent of the amount of unused accumulated sick leave will be converted into cash, not to exceed seventy five days (75) and remitted subject to tax deductions, to the Administrative Assistant or his/her estate under the following circumstances:

1. In the event of death.
2. In the event the Administrative Secretary applies for and is approved for retirement.

F. Personal Leave Days

The Administrative Assistant shall be entitled to three (3) personal leave days in each fiscal year. These days may be utilized for any personal business upon approval of the Chief. Personal leave days are not cumulative.

G. Funeral Leave

The Administrative Assistant shall be granted the same number of funeral days as provided to the Clinton Supervisory Employees Union.

H. Pension

The Administrative Assistant shall be covered by the provisions of the Connecticut Municipal Employees Retirement System (CMERS) in accordance with its eligibility requirements.

I. Retirement

Medical Benefits Upon Retirement. The Town shall make available to the Administrative Assistant upon retirement the same medical and benefit coverage in effect at his/her retirement providing he/she pays one hundred percent (100%) of the premiums.

The rates offered to the employee will be the Town rate when the employee reaches the age of 62 and/or up to 65. After the age of 65 the Town will no longer make such administration of the medical benefit plan available.

The Administrative Assistant shall receive Major Medical insurance upon retirement until age 65 at the Town's expense.

J. General Provisions

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 Town employees.

5. Death

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

6. Termination

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

The Administrative Assistant may terminate this Agreement by resigning, with as much notice as possible and in no event, less than thirty (30) days notice of resignation.

The Commission may discharge the Administrative Assistant for cause after a hearing before the Commission. Cause shall include, but not necessarily be limited to, the following:

- A. Conviction of a felony.
- B. Offensive, indecent or abusive conduct towards the public, superiors, or co-workers.

- C. Two (2) successive unsatisfactory annual 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.
- I. Physical or mental disability which prevents the Administrative Assistant from carrying out the duties of his/her position.

7. Arbitration

Any controversy, claim or breach arising out of or relating to this Agreement shall initially be submitted for settlement to the Board of Police Commissioners. If the Administrative Assistant is not satisfied with the decision of the Board of Police Commissioners, which decision shall be rendered within thirty (30) calendar days from the date of submission of the controversy, then the Administrative Assistant may submit the controversy, 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.

8. Indemnification

The Town shall defend, save harmless, and indemnify the employee 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 in the performance of employee's duties as Administrative Assistant.

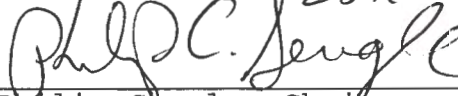
9. Applicable Law

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

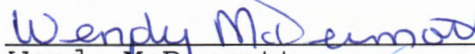
10. Entire Agreement

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 Administrative Assistant'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 here, 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.

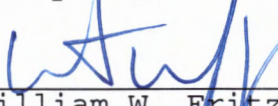
In WITNESS WHEREOF, the parties do execute this Agreement this day 28th of September, 2015.



Philip Sengle, Chairman
Board of Police Commissioners



Wendy McDermott



William W. Fritz, Jr., First Selectman
Town of Clinton