

**BOARD OF FINANCE
TOWN OF BRANFORD, BRANFORD, CONNECTICUT 06405**

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**BOARD OF FINANCE
REGULAR MEETING AGENDA
June 25, 2018**

**RECEIVED
2018 JUN 22 P 1:56
TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT**

There will be a regular meeting of the Branford Board of Finance on Monday, June 25, 2018 at 7:30 p.m. at Fire Headquarters, 45 North Main Street, Branford, CT.

1. To approve the minutes of the April 30th and May 21st meetings.
2. Citizens Communications.
3. To consider, and if appropriate, approve a request from General Government Buildings for the following budget transfer:

From:	10141170-544100	Utilities-Water, Gas, Electric	(\$3,150)
To:	10141170-518000	Overtime	3,150

4. To hear a request from the Board of Police Commissioners seeking the Board's approval of the employment agreement of Jonathan Mulhern as Deputy Police Chief.
5. Adjournment.

Dated this 22nd day of June, 2018

Lisa E. Arpin, CCTC
Clerk, Board of Finance

RECEIVED

**EMPLOYMENT AGREEMENT OF JONATHAN MULHERN
AS
DEPUTY CHIEF OF POLICE FOR THE TOWN OF BRANFORD, CONNECTICUT**

2018 JUN 22 P 1:43

TOWN CLERK'S OFFICE
BRANFORD, CONNECTICUT

THIS EMPLOYMENT AGREEMENT is made as of _____, 2018 by and between the Town of Branford ("the Town") acting herein through its Board of Police Commissioners (the "Commission"), and Jonathan Mulhern ("Mulhern" or the "Deputy Chief").

WHEREAS, the Town desires to employ Jonathan Mulhern as its Deputy Chief of Police and Jonathan Mulhern desires to serve in said capacity, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Section 1. Term of Agreement

Except as otherwise provided herein, the term of employment under this Agreement shall commence upon approval by the Board of Selectmen/Board of Finance and end on June 30, 2021 unless extended in writing by the parties hereto.

Section 2. Duties and Responsibilities

The duties and responsibilities of the Deputy Chief are set forth in Rule III of the Rules and Regulations of the Branford Department of Police Services, as amended. The Deputy Chief agrees to perform such duties and to perform other legally permissible and proper duties and functions as the Commission may assign.

Section 3. Compensation and Annual Review

The Deputy Chief will be paid based upon a Base Salary of \$115,000 through FY 2018-2019.

There shall be an annual performance review of the Deputy Chief by the Chief to measure the Deputy Chief's attainment of his goals and objectives and his overall job performance. The Commission may, in its discretion, recommend that the annual salary rate be increased in subsequent fiscal years in consideration for the due and full performance by the Deputy Chief of his duties and responsibilities hereunder.

The Deputy Chief understands and agrees that the Base Salary set forth above, and for each subsequent fiscal year, including any other payments made by the Town to the Deputy Chief unless terminated in accordance with Section 6 – Termination of employment, is contingent upon annual approval of both the Board of Finance and the Representative Town Meeting ("RTM").

Section 4. Fringe Benefits

A. Life Insurance

The Town shall provide and pay for term life insurance in the amount of \$100,000.

B. Medical and Dental Insurance

The Town will provide a \$2,000/\$4,000 HDHP. The Town will then contribute 50% of applicable deductible to the Deputy Chief's HSA for either single coverage or single plus one or family coverage in July of each fiscal year. The Deputy Chief must be enrolled in the HDHP for the entire plan year. The Town's contribution towards the applicable deductible if the Deputy Chief selects the HDHP will be prorated based upon the month in which the Deputy Chief begins employment. If the Deputy Chief chooses to be covered by the HDHP, but legally cannot have a HSA, the Deputy Chief will be covered by an IRS approved Health Reimbursement Arrangement ("HRA"), meaning the Deputy Chief will be reimbursed up to 50% of the applicable deductible for out-of-pocket medical expenses incurred when utilizing the HDHP.

If an the Deputy Chief chooses to be covered by the Century Preferred \$25 Co-Pay Plan ("PPO"), the Deputy Chief can "buy-up" to the PPO plan, meaning the Deputy Chief will pay the difference between what the Town is contributing towards the HDHP (deductible and premium) and the cost of the PPO plan.

The Town of Branford may provide medical, prescription drug and dental benefits, as described above, through alternative carriers or through self-insurance, as long as benefits are provided on a reasonably equivalent basis. All references to specific vendors will be made generic. The Deputy Chief will be notified of any change in carrier or plan administration thirty (30) days prior to said change or as soon as practicable.

The Deputy Chief shall pay the premiums of said plans equal to the premiums paid by sworn police officers, as set forth in the collective bargaining agreement between the Town of Branford and the current police union.

C. Health Insurance Waiver

The Deputy Chief may elect to waive, in writing, the health insurance coverage referenced above in Section 4, Paragraph B and in lieu thereof may receive an annual payment from the Town of \$2,000 for waiving coverage for each fiscal year during which the Deputy Chief continues to elect not to participate in such coverage. Such payment will be issued in equal payments of \$1,000 December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, the Deputy Chief must complete and submit a form provided by the Town no later than June 1 of each fiscal year indicating his intent not to participate in the Town-provided insurance coverage. Further, the Deputy Chief must present evidence to the Town that he and his family are covered under another insurance program.

The Deputy Chief may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Human Resource Director in writing:

1. Involuntary termination of the alternative health benefits plan coverage;
2. Ineligibility of the Deputy Chief and/or dependent(s) under the alternative plan;
3. The Deputy Chief acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

Upon receipt of such request and documentation, insurance coverage provided by the Town shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable plan. If the Deputy Chief is reinstated to insurance coverage provided by the Town, he shall reimburse the Town by payroll deduction the prorated share of any waiver payment made.

D. Holidays

The Deputy Chief shall receive the following holidays:

July Fourth	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	Lincoln's Birthday
Veterans Day	Washington Birthday
Thanksgiving	Good Friday
Christmas	Easter
	Memorial Day

E. Vacation

The Deputy Chief shall receive twenty (20) paid vacation days for fiscal year 2018/2019. On July 1, 2019 and every fiscal year thereafter he shall receive twenty (25) paid vacation days. The Deputy Chief may take vacation in the amount of five (5) consecutive days, or less, at his discretion. The Deputy Chief must gain prior approval from the Chief or his/her designee before taking six (6) or more consecutive vacation days. The Chief or his/her designee may not unreasonably withhold approval of said time. The Deputy Chief must provide the Chief or his designee with prior notification as to when he will not be at work due to vacation. If the Deputy Chief does not use all of the allotted vacation in a fiscal year, he may request approval from the First Selectman to carry over a maximum of ten (10) vacation days into the next fiscal year. Approval of a request to carry over vacation shall be in the sole discretion of the Chief and First Selectman. Vacation days that are carried over must be taken by August 31st of that fiscal year. No payment will be made for unused vacation days. The Human Resources Director must receive documentation of all vacation days taken.

F. Sick Time

The Deputy Chief is entitled to twelve (12) sick days annually. The Deputy Chief shall be credited with ten (10) sick days upon commencement of employment with the Town. Unused sick days may

Employment Agreement Jonathan Mulhern

accumulate to a maximum of seventy (70) days. The accrued sick days discussed in this paragraph, shall not be paid out upon retirement, termination of this Agreement or death and may only be used for personal illness, immediate family (spouse, child) or non-service connected disability.

The Police Chief or his/her designee may request a medical certificate of illness from either the Deputy Chief's physician or a physician designated by the Town when either the Chief or his/her designee believes that the Deputy Chief is abusing sick day allowances. The Human Resources Director must receive documentation of all sick days taken.

G. Retirement Benefits

The terms of the defined contribution plan are currently set forth in Section 22 of the Police Retirement Fund. The Town agrees to provide the Deputy Chief with the retirement benefits negotiated for those bargaining unit members hired after (insert date) who currently participate in a defined contribution plan.

H. Vehicle

The Town of Branford shall provide an unmarked motor vehicle for the Deputy Chief's exclusive use during his employment with the Town. The Town shall be responsible for purchasing, insuring, equipping with police equipment, maintaining and repairing the Deputy Chief's vehicle. The Deputy Chief shall not permit his spouse, dependent, nor any unauthorized person to drive or use said automobile nor shall the Deputy Chief use the vehicle for transport to vacation locales. Out of state personal use of the vehicle may be allowed with prior approval from the Chairman of the Police Commission or his/her designee. Such approval will not be unreasonably withheld. The Town shall not be liable for the loss or damage of any personal property transported in the vehicle. The Deputy Chief shall be responsible for maintaining any required records of use of the vehicle and will be required to pay taxes as a result of his personal use of the vehicle in accordance with applicable federal and/or state tax laws.

I. Uniform

The Deputy Chief shall be responsible for maintenance, repair and replacement of his uniforms. The Town shall provide the Deputy Chief with a clothing allowance in the amount of \$1,600 for each fiscal year employed pursuant to this Agreement

J. Personal Leave Days

The Deputy Chief shall be entitled to two (2) personal leave days in each fiscal year to be used at his discretion. Personal days may not be carried over into the next fiscal year.

K. Funeral Leave

The Deputy Chief shall be granted up to four (4) days funeral leave in the event of the death of a member of his immediate family (mother, father, sibling, spouse, son or daughter). Funeral leave of two (2) days shall be granted in the event of the death of an in-law (mother-in-law, father-in-law, brother-in-law).
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law or sister-in-law). One (1) day of funeral leave shall be granted in the event of the death of any other relative if the funeral takes place on a workday.

L. Professional and Business Expenses

The Town shall pay for or reimburse the Deputy Chief for reasonable business expenses and training or professional development costs, upon prior approval of the Commission and subject to the Town's budgetary constraints.

M. Professional Liability

The Town shall insure the Deputy Chief against false arrest suits, on or off duty, but only while acting as a policeman. Such insurance shall be secured with an insurance company authorized to do business in the State of Connecticut, the Town to pay the premium on same. The Town of Branford will provide Police Professional Liability insurance at a limit not less than one million dollars. The Deputy Chief agrees to abide by the terms of said policy. The Town further agrees to indemnify the Deputy Chief in accordance with Conn. Gen. Stat. §7-101a and Conn. Gen. State. §7-465.

Section 5. Residence

The Deputy Chief shall reside within a fifteen (15) mile radius of any border of the Town of Branford.

Section 6. Termination of employment

A) The Town and the Deputy Chief may terminate, amend or extend this Agreement, in writing at any time by mutual agreement.

B) The Deputy Chief may terminate this Agreement by resignation or retirement, giving as much notice as possible, but in no case less than thirty (30) calendar days.

C) The Deputy Chief may be dismissed for just cause in accordance with Connecticut General Statute 7-278. "Just Cause" shall include, but not be limited to: (1) inefficiency or incompetence in performing in the capacity of Deputy Chief; (2) engaging in an act of moral turpitude; (3) willful misconduct, malfeasance or negligent conduct in the performance of his duties as Deputy Chief; (4) engaging in conduct that reflects unfavorably upon the Town and which affects Mulhern's ability to function as the Deputy Chief; and (5) Mulhern being incapable of fully performing his duties as Deputy Chief for a period in excess of twelve (12) twenty six (26) workweeks out of any 365-day period.

D) Upon expiration of this Agreement unless extended by the parties hereto in writing.

Section 7. Death

In the event of the death of the Deputy Chief (unless his employment had been previously terminated pursuant to the terms of this Agreement or the expiration thereof) the Deputy Chief's beneficiary, and if

none his estate, shall within sixty (60) calendar days from the date of death be paid all accrued but unused vacation.

Section 8. Severability

In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed such invalidity or unenforceability shall not affect any other provision of the Agreement and the remaining provisions hereof shall remain in full force and effect.

Section 9. Governing Law

This Agreement shall be governed by and controlled in accordance with the laws of the State of Connecticut.

Section 10. Arbitration

Except for any disciplinary action taken against the Deputy Chief, any other controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall, upon the request of any party involved, be submitted to and settled by the American Arbitration Association (the "AAA") in the State of Connecticut. The parties shall choose an arbitrator in accordance with the rules of procedure of the AAA. All costs associated with the arbitration hearing shall be borne equally by both parties. The arbitrator's decision shall be binding upon both parties. All such hearings shall be held in New Haven County.

Section 11. Entire Agreement

This Agreement contains the entire Agreement of the parties with respect to the Deputy Chief's employment by the Town.

James B. Cosgrove
First Selectman
Town of Branford

Jonathan Mulhern
Deputy Police of Chief
Branford Police Department

Jill Marcus
Chairman of the Branford
Police Department Commission