

RESOLUTION NO. 2018-51
RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF
RADNOR, DELAWARE COUNTY, PENNSYLVANIA, APPOINTING A
SUPERINTENDENT OF POLICE AND FIXING THE COMPENSATION OF THE
SUPERINTENDENT PURSUANT TO ARTICLE VI, SECTION 6.03, OF THE HOME
RULE CHARTER OF RADNOR TOWNSHIP

WHEREAS, Article VI, Section 6.03, of the Home Rule Charter of Radnor Township, authorizes the appointment of department heads and administrative officers for Radnor Township, including the Superintendent of Police (“Superintendent”), by a majority vote of the total membership of the Board of Commissioners (“Board”) upon appointment by the Township Manager; and

WHEREAS, there will be a vacancy in the office of Superintendent of Police on May 25, 2018 and the Board of Commissioners has determined to fill the position of Superintendent; and

WHEREAS, the Board of Commissioners has performed a search for a Superintendent to fill the position meeting the qualifications for the Superintendent of Police; and


WHEREAS, the Radnor Township Board of Commissioners, upon recommendation of the Township Manager, has selected a qualified applicant to fill the office of Superintendent of Police for Radnor Township.

NOW, THEREFORE, be it hereby *RESOLVED*, that the Board of Commissioners does hereby select and appoint Christopher Flanagan to the office of Superintendent of Police effective May 26, 2018, in accordance with the Home Rule Charter and the Radnor Township Administrative Code, and the Board of Commissioners does further approve and adopt the Memorandum of Understanding between Radnor Township and Christopher Flanagan attached hereto and incorporated herein as **Exhibit “A.”**

SO RESOLVED, at a duly convened meeting of the Board of Commissioners this 14th day of May, 2018.

RADNOR TOWNSHIP
BOARD OF COMMISSIONERS

By: 
Name: Lisa Borowski
Title: President

Attest: 
Name: Robert Zienkowski
Title: Township Secretary

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made by and between RADNOR TOWNSHIP, Pennsylvania ("Township") and Christopher Flanagan ("Superintendent Flanagan"). The Township and Superintendent Flanagan understand the terms of his employment as follows:

1. Duties and Responsibilities. Superintendent Flanagan shall be employed as the Township's Superintendent of Police effective May 26, 2018. He shall report to the Township Manager. Superintendent Flanagan shall devote his full professional time and efforts to the interests of the Township and the Township's Police Department, and shall perform all duties and responsibilities which may reasonably be assigned to him from time to time by the Township. His normal duty hours will generally be 8:30 A.M. through 4:30 P.M., Monday through Friday, but he shall be expected to perform his duties as needed for police or Township business and other assignments.

2. Compensation and Expenses.

(a) Salary. The Township shall pay Superintendent Flanagan a salary payable in accordance with the normal payroll procedures applicable to management employees of the Township. Superintendent Flanagan's salary shall be as follows:

\$159,000.00 for the first six (6) months or until November 26, 2018;

\$163,000.00 for the next six (6) months or until May 26, 2019;

\$167,000.00 after one (1) year or as of May 26, 2019.

Thereafter, Superintendent Flanagan shall be afforded an annual salary increase, which will be based on performance at the discretion of the Township Manager and approved by the Board of Commissioners, not less than the annual salary increase set forth in the collective bargaining agreement between the Township and Delaware County Lodge No. 27, Fraternal Order of Police for bargaining unit members. Attached to this Agreement is a copy of the Performance Evaluation Form.

(b) Car Allowance. During the term of his employment, Superintendent Flanagan shall be provided with a Township vehicle for his professional use which shall be maintained and insured by the Township. Use of the vehicle outside a fifty (50) mile radius of the Township shall require prior approval of the Township Manager.

(c) Professional Expenses. Subject to the prior approval of the Township Manager, Superintendent Flanagan shall be reimbursed for dues for membership in professional law enforcement organizations and for reasonable expenses incurred in attending professional conferences.

3. Vacation and Personal Days. Superintendent Flanagan shall be entitled to four (4) weeks of paid vacation and five (5) personal days for each calendar year. Except in the event of termination for cause or failure to provide notice under Paragraph 14. below, upon separation from employment, Superintendent Flanagan shall be paid for vacation days accrued but unused for the calendar year in which he separates from employment in addition to the provisions set forth in Paragraph 8. No carryover of vacation or personal days will be permitted.

4. Holidays. Superintendent Flanagan shall receive nine (9) paid holidays to be taken when the Township is ordinarily closed. Due to the nature of the Superintendent's

responsibilities, Superintendent Flanagan acknowledges that he may be required to work without additional compensation on a day the Township is closed for business.

5. Sick Days. Superintendent Flanagan shall be entitled to carryover his prior accrued, but unused sick time to be banked and available for his use or selling back at-retirement in the same manner as officers in the bargaining unit consistent with Paragraph 8 below. The carryover time will be frozen at the hourly rate effective on the day prior to the Effective Date and will be paid out at that frozen rate upon retirement. After his promotion, Superintendent Flanagan shall earn twenty (20) sick days each calendar year to a maximum accumulation of forty (40) days of post-promotion sick leave. At the time of separation for any reason, there will be no pay out of accrued unused post-promotion sick time.

6. Prior Accumulated Leave Time. All leave time accrued prior to the Effective Date of this Agreement will be frozen at the hourly rate in effect on the day prior to the Effective Date and paid to Superintendent Flanagan in a lump sum payment at the time of his separation from employment with the Township and included in his pension benefit calculation, in the same manner as police officers in the bargaining unit. The amount and value of such time is set forth in the chart which is attached as Exhibit A to this MOU.

7. Extra Duty Details. Superintendent Flanagan shall be eligible to work an extra duty detail in instances where such extra duty detail has not been fully staffed by other Township police officers.

8. Flex Time. Superintendent Flanagan shall be eligible to participate in the Township's Flex Time policy and program, copy of which is attached as Exhibit B to this MOU.

9. Health and Welfare Benefits. Superintendent Flanagan shall continue to participate in the Township's medical, disability, and life insurance programs on the same basis as the police officers in the Township Police Department, subject to the terms and conditions of those programs as they may be changed from time to time in the CBA.

10. Life Insurance. The Township shall provide Superintendent Flanagan with a life insurance policy in the amount of One Hundred and Fifty Thousand Dollars (\$150,000) for the duration of this Agreement.

11. Pension. Superintendent Flanagan shall continue to participate in the Township's Act 600 Police Pension Plan as it may be changed from time-to-time, and shall be entitled to such pension, retirement and post-retirement benefits to which he has become vested and/or entitled pursuant to the terms of the CBA applicable to the police officers in the Township Police Department bargaining unit, including retiree healthcare, and retiree life insurance.

12. Duration. Unless otherwise agreed to in writing by the Township or Superintendent Flanagan, the terms and conditions of this Agreement shall take effect May 26, 2018 and shall continue for a six (6) year period through May 26, 2024, unless modified in writing by mutual agreement of the parties. This Agreement may be terminated by either party with four (4) weeks prior written notice.

13. Suspension and/or Removal. Superintendent Flanagan will be appointed as Superintendent of Police as of May 26, 2018 by the Township's Board of Commissioners and was not selected through any civil service procedure. At any time, Superintendent Flanagan may be returned to his prior civil service rank of Deputy Superintendent with or without cause.



However, Superintendent Flanagan may be suspended and/or removed only for one or more of the following reasons:

- (a) Physical or mental disability affecting his ability to discharge his duties, in which he shall receive an honorable discharge from service.
- (b) Neglect or violation of any official duty.
- (c) Violation of any law of the Commonwealth which provides that such violation constitutes a misdemeanor or felony.
- (d) Inefficiency, neglect, intemperance, disobedience of orders or conduct unbecoming an officer.
- (e) Intoxication while on duty.
- (f) Engaging or participating in the conduct of any political or election campaign otherwise than to exercise his own right of suffrage, while on duty, or in uniform or while using Township property.

Suspension or termination procedures shall be conducted in accordance with the Township's Civil Service rules.

Notwithstanding the foregoing, Superintendent Flanagan retains his civil service rights in and to the position of Deputy Superintendent.

14. "Heart and Lung Act" Disputes. If any dispute arises between Superintendent Flanagan and the Township relating to Superintendent Flanagan's entitlement to benefits under



the Pennsylvania Heart and Lung Act, the duration of those benefits, and/or Superintendent Flanagan's Heart and Lung Act disability status, such dispute(s) shall be resolved pursuant to the procedures set forth in the Pennsylvania Workers' Compensation Act.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Governing Law. This Agreement shall be governed by, and constructed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. In the event any provision of this Agreement is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

[Intentionally Blank]

17. Entire Agreement. This Agreement contains the entire agreement between the Township and Superintendent Flanagan with respect to the terms and conditions of Superintendent Flanagan's employment and supersedes all previous agreements, whether written or oral, with respect to his employment as the Superintendent of Police. This Agreement may not be changed or modified except in writing and signed by both parties and approved by the Board of Commissioners.

RADNOR TOWNSHIP



By : Lisa Borowski

Title: President, Board of Commissioners



By: Robert A. Zienkowski

Title: Township Manager/Secretary



By: Christopher Flanagan

Title: Superintendent of Police