

# SEYMOUR POLICE DEPARTMENT

11 Franklin Street  
Seymour, Connecticut 06483-2891

COPY RECEIVED  
DATE: 3-21-2012  
TIME: 7:45 p.m.  
TOWN CLERK'S OFFICE

## MINUTES-SPECIAL MEETING BOARD OF POLICE COMMISSIONERS TUESDAY, MARCH 20, 2012 6:00 P.M. SEYMOUR POLICE DEPARTMENT 11 FRANKLIN STREET

**Members present:** Steve Chucta, Lucy McConologue, James Simpson, John Popik.  
(Frank Conroy absent). Also in attendance: Attorney Warren L. Holcomb,  
Det. Goodmaster, public and the press.

1. **Meeting was called to order** at 6:02 p.m. by Chairwoman McConologue
2. **Pledge of allegiance:** was led by Commissioner Chucta
3. James Simpson/John Popik motion to go into executive session at 6:03 p.m. to discuss pending claim grievance settlement with union member. In attendance: The Board and Attorney Holcomb. **Motion: 4:0**

James Simpson/John Popik motion to come out of executive session at 6:25 p.m. No votes or motions taken. **Motion: 4:0**

John Popik/James Simpson motion that the Board of Police Commissioners approve the written settlement agreement and general release signed by Ronald Goodmaster on March 13, 2012 and to authorize the chair person of the Board of Police Commissioners to sign the agreement on behalf of this board. **Motion: 4:0**  
A copy of the settlement agreement is attached to these minutes.

- 4 **Adjournment:** James Simpson/Steve Chucta motion to adjourn the meeting at 6:26 p.m. **Motion: 4:0**

Respectfully submitted,

*Caroline Spaulding*  
Caroline Spaulding  
Recording Secretary

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into between Ronald Goodmaster ("Goodmaster"), the Seymour Police Union Local #564, Council 15, AFSCME, AFL-CIO ("Union") and the Town of Seymour ("the Town").

WHEREAS, Goodmaster was suspended twice and then demoted, and the Union has filed grievances over each of those three disciplinary actions, and all of those grievances are pending;

WHEREAS, Goodmaster filed a complaint with the Connecticut Commission on Human Rights and Opportunities ("CHRO") and the Equal Employment Opportunity Commission ("EEOC") against the Town alleging, among other things, that he was subjected to disparate treatment and otherwise discriminated against because of his age in violation of the Connecticut Fair Employment Practices Act and the Age Discrimination in Employment Act ("ADEA"), CHRO Case No. 1230072 and EEOC Case No. 16A-02011-0146 (collectively referred to as "the CHRO and EEOC Complaints"); and

WHEREAS, Goodmaster and the Union filed a complaint against the Town of Seymour Board of Police Commissioners (sometimes referred to as the "BOPC") with the Connecticut Freedom of Information Commission, FOIC Docket # 2011-316 (referred to herein as "the FOIC Complaint"), which is pending;

WHEREAS, the Town (a) has denied all the grievances at the preliminary steps of the grievance procedure and the Union has requested arbitration of them before the State Board of Mediation and Arbitration ("SBMA"); (b) the Town has denied the material allegations of the CHRO and EEOC Complaints; and (c) the BOPC has denied the allegations of the FOIC Complaint;

WHEREAS, the parties want to avoid further litigation and the expense in regard to the above matters and disputes and want to resolve all pending and potential claims Goodmaster has or may have against the Town and the BOPC to the full extent permitted by law;

NOW, THEREFORE, in consideration of the mutual promises contained herein Goodmaster, the Union and the Town agree as follows:

Provided that the BOPC approves this Agreement and it is not timely revoked:

1. Effective on the first business day following approval by the BOPC, Goodmaster shall be reinstated to his former rank of Detective Sergeant.

2. The two suspensions shall be reversed, and documents so stating will be placed in Goodmaster's records. The 8 vacation days that were deducted from his unused vacation days in lieu of service of the suspensions will forthwith be restored. In addition, the Town will promptly contact the Office of the Public Records Administrator at the

Connecticut State Library to see if approval can be obtained for the removal and/or disposal of the records concerning the suspensions, and if such approval may be obtained, the Town will take whatever steps are reasonably necessary to request removal and/or disposal of such records, such as filing a Form RC-076.

3. The demotion shall be reduced to a six-month demotion and the Town will pay Goodmaster for the differential in salary between a detective and detective sergeant for the period of time that the demotion exceeded six months. At any time Goodmaster may request in writing that the Town make a request for the removal/disposal of the public records concerning his demotion and upon receipt of such a request the Town will contact the Office of the Public Records Administrator at the Connecticut State Library to inquire if approval can be obtained for the removal and/or disposal of the records concerning the demotion, and if such approval may be obtained, the Town will take whatever steps are reasonably necessary to request removal and/or disposal of such records, such as filing a Form RC-076.

4. Except for the obligations set forth in this Agreement and as otherwise expressly provided herein below, Goodmaster, on behalf of himself and his heirs, executors, administrators and assigns, hereby releases and forever discharges the Town of Seymour, the Board of Selectmen, and its individual members, the Board of Police Commissioners, and its individual members, and all officials, employees, representatives and agents of the Town of Seymour (collectively "the Releasees") from any and all claims, grievances, causes of action, complaints, charges, losses, damages, liabilities, fees (including attorney's fees) and expenses of any nature whatsoever, whether now known or unknown, arising out of or in any way related to his employment by the Town of Seymour based on any act or omission of any of the Releasees up through the date that this Agreement is signed by him. This release includes, without limitation, any and all claims alleged in the pending grievances, in the CHRO and EEOC Complaints and the FOIC Complaint, and all claims under Section 1983 of Title 42 of the United States Code (giving individuals a private right of action for violation of their federal constitutional or legal rights), the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act, the Americans with Disabilities Act (ADA), the federal Family Medical Leave Act ("FMLA"), Title VII of the Civil Rights Act of 1964, the Connecticut Fair Employment Practices Act (Conn. Gen. Stat. §46a-58 et seq.) the Connecticut Whistleblowers Act (Conn. Gen. Stat. §31-51m), Connecticut General Statute § 31-51q prohibiting discipline or discharge on account of employee's exercise of certain constitutional rights, and all claims for lost wages or benefits, claims for breach of the Union collective bargaining agreement, common law claims, and claims for violation of any and all other federal, state or local law in any way arising out of or related to Goodmaster's employment by the Town of Seymour.

Notwithstanding the foregoing, this release does not apply to any right or claim based on conduct that occurs after the date Goodmaster signs this Agreement or that is prevented by law from being waived.

5. Goodmaster represents that except for the grievances challenging the discipline imposed on him, the CHRO and EEOC Complaints and the FOIC Complaint,

there is no pending action, complaint, charge, cause of action, or claim against any of the Releasees filed by him or on his behalf in any forum, whether judicial, administrative or otherwise, arising out of or in any way related to his employment as a police officer by the Town. The Union represents that it has not filed a Municipal Prohibited Practice complaint with the Connecticut State Board of Labor Relations concerning or relating to any conduct alleged in any of the above-referenced pending matters.

6. The Union will forthwith withdraw with prejudice the grievances over Goodmaster's 3-day suspension, 5-day suspension (2010-07) and demotion (2011-23 & 2011-24) and report as settled and withdraw SBMA Case # 2012-A-0181, 2011-A-0275 and the arbitration case or cases related to his demotion.

7. Goodmaster shall forthwith report as settled and withdraw or cause to be withdrawn or dismissed CHRO Case No. 1230072 and EEOC Case No. 16A-02011-0146 and will provide the Town with written verification they have been so dismissed or withdrawn.

8. Goodmaster and the Union shall forthwith report as settled and withdraw or cause to be dismissed FOIC Docket # 2011-316.

9. Neither the negotiation of, the entering into, nor the removal of discipline, the restoration of vacation days, or any other term of this Agreement shall constitute or be construed as an admission that the Town, the Board of Police Commissioners, or any of the Released Parties violated any law or violated the Union collective bargaining agreement.

10. Goodmaster is advised to consult with an attorney concerning this Agreement and has consulted with Attorney Cathy S. Kohut and Union Staff Attorney Richard Goodis concerning it. Goodmaster acknowledges that he understands the meaning and effect of this Agreement, that he is fully competent to enter into it, and that he is doing so knowingly and voluntarily without coercion or duress.

13. This Agreement is entered into on a strictly non-precedential basis and is the full and final settlement of all the pending grievances, complaints and charges involving Goodmaster and all potential grievances, complaints and claims he may have against the Town or any Released Party up through the date he signs this Agreement. Goodmaster understands that by signing this Agreement and General Release, he is waiving and forever giving up his right to sue or bring any legal or administrative action of any kind against the Town or any of the other Released Parties for any act or omission that occurred prior to the time that he signs this Settlement Agreement and General Release, except for claims that cannot be legally waived.

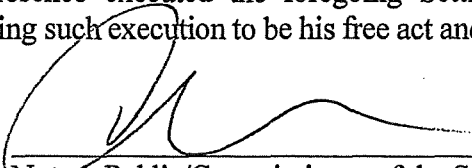
14. If any provision or part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that particular provision or part shall be deemed severed and shall not affect the enforceability of the remaining provisions of this Agreement. This Agreement embodies the complete understanding

between the parties concerning the subject matters it covers and cannot be modified except by a writing signed by both parties.

15. This Agreement is subject to and contingent upon the approval of the Seymour Board of Police Commissioners by majority vote of a quorum at a duly noticed meeting and will be an item on the agenda of the next regular meeting following the date of receipt of this Agreement signed by Goodmaster or a special meeting may be noticed. In the event that this Agreement is not approved by the BOPC, it shall be null and void from the date it was created, regardless of whether any party or parties signed it.

  
Ronald Goodmaster

On this 13<sup>th</sup> day of March, 2012, before me personally appeared Ronald Goodmaster, who in my presence executed the foregoing Settlement Agreement and General Release, acknowledging such execution to be his free act and deed.

  
Notary Public/Commissioner of the Superior Court *Cathy S. Kohler*  
My Commission Expires: \_\_\_\_\_

Seymour Police Union Local #564, Council 15, AFSCME, AFL-CIO

By: \_\_\_\_\_  
Richard Gudis, Staff Attorney

Date: \_\_\_\_\_

Town of Seymour

By:   
W. Kurt Miller, First Selectman

Date: 3/20/12

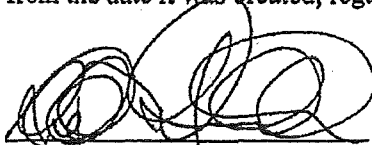
Seymour Board of Police Commissioners

By: Lucy McConologue  
Lucy McConologue, Chairperson

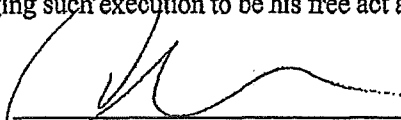
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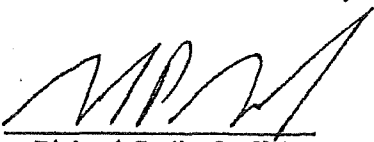
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Ronald Goodmaster

On this 15<sup>th</sup> day of March, 2012, before me personally appeared Ronald Goodmaster, who in my presence executed the foregoing Settlement Agreement and General Release, acknowledging such execution to be his free act and deed.

  
Notary Public/Commissioner of the Superior Court *Cathy S. Dolan*  
My Commission Expires: \_\_\_\_\_

Seymour Police Union Local #564, Council 15, AFSCME, AFL-CIO

By:   
Richard Gudis, Staff Attorney

Date: 3/15/2012

Town of Seymour

By: \_\_\_\_\_  
W. Kurt Miller, First Selectman

Date: \_\_\_\_\_