

POLICE CHIEF EMPLOYMENT CONTRACT

Agreement made this _____ day of _____ 20____, by and between the City/Town of _____ (hereinafter the "City/Town") and _____ of _____, Massachusetts (hereinafter the "Chief" or "Chief of Police").

WHEREAS, the City/Town is desirous of securing the services of the Chief in the administration of the Police Department; and

WHEREAS, the City/Town has or hereby does recognize voluntarily, pursuant to MGL c. 150E, s. 4 and the applicable regulations of the Massachusetts Division of Labor Relations, the position of Chief of Police as a supervisory bargaining unit, separate and distinct from all other units in the Police Department; and

WHEREAS, the Chief is willing to perform the duties of the position of Chief of Police according to the terms and conditions of this Contract;

NOW, THEREFORE, the City/Town and the Chief hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said Chief shall be entitled as Chief of Police.

1. **DUTIES**

The administrative control of the Police Department for the City/Town shall be the responsibility of the Chief.

The Chief's duties shall include but not be limited to the following:

- A. Supervision of the daily operation of the Police Department.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Police Department budget.

D. Submission of reports to the City/Town either orally or in writing when requested or required in order to ensure the proper communication between the City/Town and the Police Department.

E. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.

F. Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.

G. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.

H. Being in charge of all special, auxiliary and/or reserve police officers, if any.

I. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.

J. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.

K. Being available for hearings before any Board of the City/Town at which the Police Department is required to appear and before the City Council/Town Meeting when necessary.

L. Being responsible for planning, organizing, directing, staffing and coordinating police operations, including so-called "paid details", mutual aid, regional task force or similar enforcement efforts, and coordination with the State Police where the Chief deems it appropriate.

M. Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.

2. **HOURS OF WORK**

A. The Chief agrees to devote that amount of time and energy which is reasonably necessary for the Chief to faithfully perform the duties of Chief of Police under this Contract.

B. It is recognized that the Chief must devote a great deal of time outside the normal office hours to the business of the City/Town, and to that end, the Chief shall be allowed to take compensatory time off as he or she shall deem appropriate during said normal office hours at such time which the Chief reasonably determines will adversely impact Department operations least.

3. **INDEMNIFICATION**

The City/Town agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties.

A. ***Professional Liability***

The City/Town agrees to furnish at its expense professional liability insurance for the Chief with liability limits of no less than One Million (\$1,000,000.00) Dollars.

B. ***Disability***

The City/Town agrees to procure a disability insurance plan for the Chief providing salary continuation and medical expense coverage in such amounts as it reasonably determines appropriate, or, alternatively, to continue the Chief's pay and benefits for any period of total or partial non-work-related disability (but not to exceed three (3) years).

C. ***Miscellaneous***

The Chief shall be eligible for all health and life insurance benefits for which other City or Town employees are eligible. The City/Town agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to officers of any rank of the Police Department.

D. ***Injured on Duty***

As a sworn police officer, the Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

4. **DUES AND SUBSCRIPTIONS**

The City/Town agrees to budget and to pay for the professional dues and subscriptions of the Chief for his/her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the City/Town, including but not limited to the International Association of Chiefs of Police, the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, and any applicable regional police chiefs association(s).

5. **USE OF PERSONAL AUTOMOBILE**

The Chief may, upon mutual agreement of both parties, use his/her own private automobile for his/her duties as Chief of Police. In the event such agreement is reached, the City/Town shall pay for all maintenance expenses and insurance of such vehicle. The City/Town shall reimburse the Chief at the rate of ____ per mile when such vehicle is used by the Chief of Police in connection with

the performance of his/her duties as Chief and for his/her professional growth and development.

6. PROFESSIONAL DEVELOPMENT

The City/Town recognizes its obligations to the professional development of the Chief of Police, and agrees that the Chief shall be given adequate opportunities to develop his/her skills and abilities as a law enforcement administrator; accordingly, the Chief will be allowed to attend the Massachusetts, New England, and International Association Police training conferences each year without loss of vacation or other leave, and will be reimbursed by the City/Town for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

The City/Town also agrees to budget and pay for travel and subsistence expense of the Chief for short courses, institutes, and seminars that, in the chief's reasonable judgment, are necessary for his/her professional development.

The City/Town shall reimburse the Chief for reasonable expenses incurred in connection with his/her attendance at professional management development courses and/or seminars, including, but not limited to, tuition for one college level course per semester at a college of the Chief's choice in his/her pursuit and attainment of an undergraduate degree in criminal justice, subject to the prior approval of the Board and subject to appropriation.

7. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his/her employment, the City/Town shall pay to the Chief's estate all the compensation which would otherwise be

payable to the Chief up to the date of the Chief's death, including, but not limited to, payment for any unused leave days.

8. **DISCIPLINE OR DISCHARGE**

A. It is agreed that the Chief of Police can be disciplined or discharged only for just cause, upon proper written notice of at least 30 days and only after a hearing at which the Chief shall have the right to be represented by counsel. The Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principle of progressive discipline will apply and the City/Town recognizes its obligation to provide the Chief with periodic performance evaluations.

B. The Chief may appeal any discipline or discharge either under the applicable Civil Service law (MGL c. 31) or, at his/her option, to a committee of arbitrators consisting of three (3) persons. The three persons shall be chosen as follows: one by the City/Town, one by the Chief, and one by the two so chosen. A majority of the three-member committee shall be sufficient to uphold, modify or reverse the discharge decision.

C. The Chief may appeal any discipline or discharge upheld by the Civil Service Commission as provided by MGL c. 31, or, if the Chief elected the 3-member arbitration panel, the Chief may appeal a decision by the committee of arbitrators to the district court wherein the Chief resides or to the superior court, each of which shall have jurisdiction to review whether any discipline was proper and may order the reinstatement of the Chief of Police if the Chief alleges he or she has been improperly suspended or discharged.

D. In the event of the suspension or discharge of the Chief, if the Civil Service Commission, the committee of arbitrators or a court shall reverse or modify a suspension or discharge, the Chief shall be entitled to back pay, benefits and counsel fees.

9. COMPENSATION

For the term July 1, 20__ to June 30, 20__, the Chief shall be paid a salary of _____ (\$_____) which includes so-called Quinn Bill education benefits of __% pursuant to MGL c. 41, s. 108L. The City/Town recognizes that, having "accepted" the Quinn Bill, it is obligated to pay the Chief pursuant to said statute regardless of the amount, if any, the state appropriates for its "half."

The Chief shall receive at least the same number of sick days, vacation days, personal days, bereavement days, holiday pay, longevity pay, educational pay, uniform and cleaning allowance, health and life insurance, and all other benefits as do any of the regular police officers of any rank of the City/Town.

In each succeeding year of this Contract, the Chief shall receive the same salary as stated above plus at least _____ (____%) but in no event less than any percentage increase received by any of the regular police officers of any rank for the City/Town in each of said years, as well as any increase in other contractual benefits.

The City/Town shall provide a police vehicle for use by the Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of his/her duties as Chief and for his/her professional growth and development. It may be used by the Chief for personal reasons, since the Chief is "on-call" in the event of emergency. The vehicle will not be used for out of state vacations without the permission of the employer.

10. NO REDUCTION OF BENEFITS

The City/Town agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all employees of the City/Town.

11. MODIFICATION

No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

12. LAW GOVERNING

This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

13. SEVERABILITY OF PROVISIONS

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

14. LENGTH OF CONTRACT

A. The initial term of this Contract shall be for a period commencing _____ and ending _____. However, this Contract may be extended as provided by its terms.

B. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than twelve (12) months prior to the end of its initial or any extended terms, this Contract shall

automatically be extended on the then applicable terms and conditions for an additional _____ (____) year period. The contract shall remain in effect during any period of negotiation.

C. In the event the Chief intends to resign voluntarily before his/her mandatory retirement date, then the Chief shall give the City/Town thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Chief will be entitled to receive pay for any accrued but unused leave.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

FOR THE CITY/TOWN

THE CHIEF OF POLICE

APPROVED AS TO FORM:

City Solicitor/Town Counsel