

CHIEF OF POLICE CONTRACT

Town of Douglas

Agreement made this **30th** day of **June 2015**, by and between the **TOWN OF DOUGLAS** (hereinafter the **TOWN**) and **PATRICK T. FOLEY** of Douglas, Massachusetts (hereinafter the **CHIEF OF POLICE**).

WHEREAS, the **TOWN** is desirous of maintaining the services of the **CHIEF OF POLICE** in the administration of the Douglas Police Department; and

WHEREAS, the **CHIEF OF POLICE** is willing to perform the duties of the position of **CHIEF OF POLICE** according to the terms and condition of this contract;

NOW, THEREFORE, the **TOWN** and the **CHIEF OF POLICE** hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said **CHIEF OF POLICE** shall be entitled as **CHIEF OF POLICE**.

1) **DUTIES**

The administrative control of the Douglas Police Department for the **TOWN** shall be the responsibility of the **CHIEF OF POLICE**. and shall remain, at all times, with the **CHIEF OF POLICE** and the **CHIEF** shall have all the powers given to the **CHIEF OF POLICE** under the provisions of Chapter 41, Section 97A of the Massachusetts General Laws, as may from time to time be amended.

His duties shall include but not limited to the following:

- A. Supervision of the daily operation of the Douglas Police Department.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Douglas Police Department budget.
- D. Submission of reports to the Executive Administrator either orally or in writing when requested or required in order to ensure proper communication between the **TOWN** and the Douglas Police Department.
- E. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Douglas Police Department.
- F. Supervision and control of all Department equipment and motor vehicles belonging to or used by the Douglas Police Department.
- G. Establishing weapons, ammunition, uniforms equipment and vehicle specifications for the Douglas Police Department.

- H. Being in charge of all reserve/part-time police officers.
- I. Supervision and control of all training programs of the department personnel and the assignment of personnel for such programs.
- J. Maintaining discipline of the department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment of shifts and duties of all departmental personnel.
- K. Being available for hearings before any Board of the **TOWN** at which the Douglas Police Department is required to appear and before the **TOWN** Meeting when necessary.
- L. Being responsible for planning, organizing, directing, staffing and coordinating police operations.
- M. Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.
- N. May be required to serve in the capacity as acting Town Administrator during absences in that Office.

2) **HOURS OF WORK**

A. The **CHIEF OF POLICE** agrees to devote the amount of time and energy which is reasonably necessary for the **CHIEF OF POLICE** to faithfully perform the duties of the **CHIEF OF POLICE** under this contract. The **CHIEF OF POLICE** work week shall be Monday through Friday, plus whatever evening and/or weekend hours that may be necessary from time to time in order to properly respond to the demands of the position.

B. It is recognized that the **CHIEF OF POLICE** must devote a great deal of time outside the normal office hours to do business of the **TOWN** and to that end, the **CHIEF OF POLICE** shall be allowed to take time off as, administrative days, to compensate for this time at a rate of twenty-five (25) days per year during normal office hours, which will not adversely impact the Department operation nor create disruption in the shift.

3) **INDEMNIFICATION**

To the extent permitted by Law, the **TOWN** agrees that the **TOWN** shall defend, save harmless and indemnify the **CHIEF OF POLICE** 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 as **POLICE CHIEF** of the **TOWN** in an amount not to exceed \$1, 000, 000. 00

The **TOWN** will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon to the same extent and in the same manner as the **TOWN** does for any other employee, even if said claim has been made following his termination from employment except for any acts or omission of the **CHIEF OF POLICE** which do not subject the **TOWN** to liability under the provisions of Chapter 258 of the Massachusetts General Laws.

4) **INJURED ON DUTY**

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

5) **PROFESSIONAL DEVELOPMENT**

The **TOWN** recognizes its obligations to the professional development of the **CHIEF OF POLICE**, and agrees that the **CHIEF OF POLICE** shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator; accordingly the **TOWN** also agrees to budget and pay, subject to **TOWN Meeting Appropriation**, the travel and subsistence expenses of the **CHIEF OF POLICE** for law enforcement meetings, conferences, courses, institutes, seminars and if applied to and accepted, the *FEDERAL BUREAU OF INVESTIGATION NATIONAL ACADEMY (FBINA)* that in his reasonable judgment, are necessary for his professional development.

6) **DUES AND SUBSCRIPTIONS**

The **TOWN** agrees to budget and pay subject to **TOWN Meeting appropriation** the professional dues and subscriptions of the **CHIEF OF POLICE** necessary for his continuation and full participation in National, State, Regional and Local associations and organizations.

7) **AUTOMOBILE**

A. The **TOWN** shall provide a police vehicle for use by the **CHIEF OF POLICE** and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the **CHIEF OF POLICE** in connection with the performances of his duties as **CHIEF OF POLICE** and for his professional growth and development. The **CHIEF OF POLICE** may use it for personal reasons, since the **CHIEF OF POLICE** is "ON CALL" in the event of emergency.

B. The **CHIEF OF POLICE** may, upon mutual agreement of both parties, use his own private automobile for his duties as **CHIEF OF POLICE**. In the event such agreement is reached, the **TOWN shall** reimburse the **CHIEF OF POLICE** at the rate per mile, as per the Federal level, when such vehicle is used by the **CHIEF OF POLICE** in connection with the performance of his duties as **CHIEF OF POLICE** and for his professional growth and development.

8) **DEATH DURING TERM OF EMPLOYMENT**

If the **CHIEF OF POLICE** dies during the term of his employment, the **TOWN** shall pay to the **CHIEF'S** estate all the compensation which would otherwise be payable to the **CHIEF OF POLICE** up to the date of the **CHIEF'S** deaths, including, but not limited to, unused vacation days, sick days, personal days and holidays.

9) **DISCIPLINE OR DISCHARGE**

A. It is agreed that the **CHIEF OF POLICE** can be disciplined or discharged only for *just cause*, upon proper notice and after hearing at which the **CHIEF OF POLICE** shall have the right to be represented by counsel.

The **CHIEF OF POLICE** 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 **TOWN** recognizes its obligation to provide the **CHIEF OF POLICE** with periodic performance evaluations

B. The **CHIEF OF POLICE** may appeal any discipline or discharge to any superior court having jurisdiction of any petition for a writ of mandamus for the reinstatement of the **CHIEF OF POLICE** if he alleges he has been improperly disciplined or discharged.

C. In the event of the discipline or discharge of the **CHIEF OF POLICE**, if the Superior Court shall reverse the discipline or discharge and order that the **CHIEF OF POLICE** be reinstated to duty, the **CHIEF OF POLICE** shall be entitled to back pay, benefits and counsel fees.

D. In the event the **CHIEF OF POLICE** is not reappointed or is otherwise terminated by the **TOWN** for any reason(s) other than for *just cause*, or in the event the **CHIEF OF POLICE** resigns following a formal suggestion by the **TOWN** that he resigns before the expiration of the then applicable term of employment, the **TOWN** agrees to pay the **CHIEF OF POLICE** a lump sum severance payment equal to the balance of any term of appointment but in no event less than twelve (12) months' salary and benefits.

E. In the event that the **CHIEF OF POLICE** intends to voluntarily resigns his position with the **TOWN** before the natural expiration of the aforesaid term of his employment, then the **CHIEF OF POLICE** shall give the **TOWN** a **one (1) year** notice in advance unless the parties otherwise agree in writing. Provided such notice is given, the **CHIEF OF POLICE** will be entitled to receive pay for any unused vacation, sick, holiday and personal leave.

10) **PERFORMANCE EVALUATION**

A. Within sixty (60) days of each Annual Anniversary date of this agreement, the Executive Administrator shall review and evaluate the performance of the **CHIEF OF POLICE**. The evaluation shall be predicated upon the Job Description for the position of **CHIEF OF POLICE** for the **TOWN**.

B. The Executive Administrator shall provide the **CHIEF OF POLICE** with a written summary of the performance evaluation and shall provide an opportunity for the **CHIEF OF POLICE** to discuss the contents thereof with the Executive Administrator and the Board of Selectmen. (Attachment)

11) **COMPENSATION**

The **CHIEF OF POLICE** shall receive the sum of; \$105,231.55 as salary in FY 2015; \$109,427.71 as salary in FY 2016; and \$ To Be Determined as salary in FY 2017. The remaining benefits shall generally follow those benefits of the regular full time police officers of any rank within the department which shall include, but not be limited to: *the same number of sick days, vacation days, personal days, holiday pay,*

funeral leave, uniform and cleaning allowance, sick time buy back, sick incentive days, longevity pay, shift differential, court time, health and wellness, and tuition reimbursement.

The **CHIEF OF POLICE** shall receive compensation in the amount of \$7,000.00 dollars per year for having a Bachelor Degree. If the Chief of Police receives a Master's Degree he shall be compensated in the amount of \$10,000.00 dollars per year.

The **CHIEF OF POLICE** shall receive longevity pay in the amount \$2000.00 for his full time service in Law Enforcement. It shall be paid after July 1st of each year of this contract. The **CHIEF OF POLICE** will also receive six (6) weeks vacation.

In each of the succeeding year of this Contract, the **CHIEF OF POLICE** shall received the same salary as stated above, plus at least any increases in the same percentage received by any of the regular police officers of any rank for the **TOWN** in each of said years, as well as any increases in other benefits, subject to appropriation.

12) **NO REDUCTION OF BENEFITS**

The **TOWN** agrees that the **TOWN** shall not at any time during this Contract reduce the salary, compensation or other benefits of the **CHIEF OF POLICE**, except to the extent that such reduction is evenly applied across-the-board for all employees of the **TOWN**.

13) **MODIFICATION**

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

14) **LAW GOVERNING**

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

15) **SEVERABILITY OF PROVISIONS**

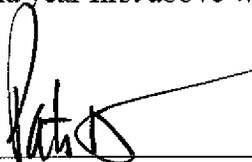
If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

16) **LENGTH OF CONTRACT**

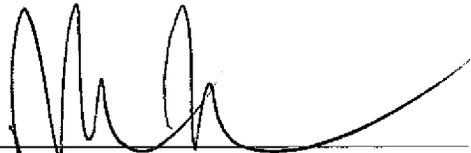
- A. The initial term of this contract shall be for a period commencing **July 1, 2014** and ending **June 30, 2017**. However, this Contract may be extended as provided by its terms.
- B. **Nine (9) months prior to the expiration of this agreement, the Chief of Police shall notify the Town in writing of his intention to renegotiate. The Town shall then have three (3) months to respond to such request.** Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than six (6) 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 three (3) years.

C. In the event that the Chief of Police plans to retire during the period of this contract, he must provide a one year notification.

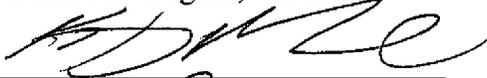
IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.



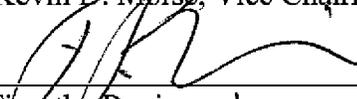
Patrick T. Foley
Chief of Police



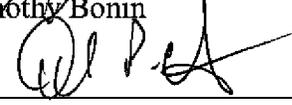
Michael D. Hughes, Chairman



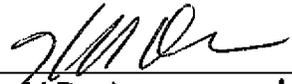
Kevin D. Morse, Vice Chairman



Timothy Bonin



David P. Cortese



Harold Davis 6/30/15

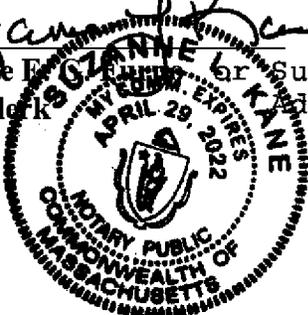
Town of Douglas, Board of Selectmen



Christine E. Curran for Suzanne L. Kane
Town Clerk Admin. Assist.



Michael J. Gazinski
Town Administrator



Signed and agreed upon by all parties on this 30 day of June, 2015.