



TOWN OF TEMPLETON
BOARD OF SELECTMEN
160 Patriots Road ~ P.O. Box 620
EAST TEMPLETON, MASSACHUSETTS 01438
TEL: (978) 894-2755

POLICE CHIEF CONTRACT

Agreement made this 21st day of July 2016, by and between the Town of Templeton (hereinafter the "TOWN") and Michael R. Bennett, (hereinafter the "CHIEF" or "CHIEF OF POLICE").

WHEREAS, the TOWN is desirous of securing the services of the CHIEF in the administration of the Police Department & Dispatch Center; 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 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.

DUTIES:

The administrative control of the Police Department & Dispatch Center for the TOWN shall be the responsibility of the CHIEF OF POLICE.

- 1) The CHIEF'S duties shall include but not be limited to the following:
- 2) Supervision of the daily operation of the Police Department & Dispatch Center.
- 3) Supervision of all departmental personnel.
- 4) Preparation and submission of the Police Department & Dispatch Center budget.
- 5) Submission of reports to the TOWN either orally or in writing when requested or required in order to ensure the proper communication between the TOWN and the Police Department & Dispatch Center.
- 6) Responsibility for all departmental expenditures of the Police Department and Dispatch Center, as well as the receipt of funds and property in the custody of both Departments.
- 7) Supervision and control of both Departments' equipment and motor vehicles belonging to or used by the Police Department.

- 8) Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department
- 9) Being in charge of all special, auxiliary and/or reserve police officers and dispatchers.
- 10) Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- 11) 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.
- 12) Being available for hearings before any Board of the TOWN at which the Police Department & Dispatch is required to appear and before the Town Meeting when necessary.
- 13) Being responsible for planning, organizing, directing, staffing and coordinating police & dispatch operations.
- 14) Being responsible for communications with the public, including the media, on matters related to crime, police & dispatch operations and department policy.

The CHIEF OF POLICE will be entitled to work out of Town details provided that the details do not interfere with the duties of the CHIEF OF POLICE.

HOURS OF WORK:

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 and supervision of the dispatch center under this Contract. A work week shall consist of a minimum of 40 hours,

INDEMNIFICATION:

To the extent permitted by law, the TOWN agrees that it shall defend, save harmless and indemnify the CHIEF OF POLICE against any tort, professional liability claim or demand or other civil 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 unless stated action occurs or results from intentional misconduct or gross negligence of the CHIEF.

INSURANCE:

Professional Liability:

The TOWN agrees to furnish at its expense professional liability insurance for the CHIEF OF POLICE with liability limits equal to the TOWN'S liability insurance.

MISCELLANEOUS:

The CHIEF OF POLICE shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible. The 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 other non-bargaining unit, general government employees.

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 11F of the Massachusetts General Laws.

DUES AND SUBSCRIPTIONS:

The TOWN agrees to pay for the professional dues and subscriptions of the CHIEF OF POLICE 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 TOWN, including but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, and the applicable regional police chiefs association.

AUTOMOBILE:

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 and/or Templeton Police Officers, in connection with the performance of his/her duties as CHIEF OF POLICE and for his/her professional growth and development. The Chief Of POLICE, in his best judgment, may utilize the vehicle for personal reasons in that he/she is considered on call twenty-four hours a day and seven days a week. The CHIEF OF POLICE will be responsible for any retirement contributions resulting from the availability and use of such vehicle. The value of said authorized personal use has been taken into account in setting the CHIEF OF POLICE'S salary.

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/her skills and abilities as a law enforcement administrator; accordingly, the CHIEF OF POLICE 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 TOWN for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences, with the prior approval of the Town Administrator.

The TOWN also agrees to pay for travel and subsistence expense of the CHIEF OF POLICE for short courses, institutes, and seminars that, in the CHIEF'S reasonable judgment, are necessary for his/her professional development.

DEATH DURING TERM OF EMPLOYMENT:

If the CHIEF OF POLICE dies during the term of his/her 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 death, including, but not limited to, payment for unused leave (sick & vacation days).

Effective July 1, 2003 an employee upon death or retirement under Mass G.L. c.32 shall be entitled to receive payment for fifty (50%) of those unused accumulated sick days in excess of twenty-five (25) days. Payment shall be made to the employee or his estate at the rate in effect upon retirement or death.

DISCIPLINE OR DISCHARGE:

It is agreed that the CHIEF OF POLICE can be disciplined or discharged only for just cause, upon proper notice and only after a 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 with periodic performance evaluations.

The CHIEF OF POLICE may appeal any discipline or discharge to the Superior Court as permitted by law to the extent ordered by the Court.

In the event of the suspension or discharge of the CHIEF OF POLICE, if an appeal to the Superior Court shall reverse or modify a suspension or discharge, the CHIEF OF POLICE shall be entitled to back pay and benefits to the extent ordered by the Court.

COMPENSATION:

The CHIEF OF POLICE shall receive the sum of Eighty-Four Thousand Five Hundred and Three Dollars and Thirty-Three Cents (\$84,835.44) as salary in the first year of this Contract (FY' 17), which is in effect as of July 1, 2016. The Chief of Police shall receive wage increases equal to what the Templeton Police Union negotiates for the second and third years of this Contract.

BENEFITS:

VACATION:

The CHIEF OF POLICE shall be entitled to vacation pay based as follows:

6 months	1 week
18 months	2 weeks
5 years	3 weeks
10 years	4 weeks
15 years	5 weeks
20 years	6 weeks
25 years	1 additional day for each year

Example - After 25 years = 6 weeks plus 1 day

After 26 years = 6 weeks plus 2 days

After 27 years = 6 weeks plus 3 days

Vacation is computed on completed years of service effective the anniversary date of hire of any given year. Earned vacation is to be credited as of July 1 and must be taken prior to June 30 of said fiscal year. Any employee having over two (2) weeks earned vacation time must actually take two (2) weeks of their vacation. Money in lieu of vacation may be received for the balance of vacation time due if agreed upon by the Board of Selectmen.

EDUCATION INCENTIVE PAY:

During the term of this agreement, the CHIEF OF POLICE shall be entitled to the following educational incentive payments, if qualified:

Bachelor's Degree: 10% increase of base salary

Master's Degree: 12.5% increase of base salary

SICK TIME:

The CHIEF OF POLICE shall be entitled to sick leave, subject to the following rules:

Sick days must be reported to the Accountant's office in the same pay period used through the payroll voucher system.

Verification of sickness by a physician may be required by the Town Administrator,,

The Chief shall be allowed 12 days of sick leave per fiscal year, accrued at a rate of one (1) day for each month worked. Beginning in the second year of employment and then on, yearly accrual of sick days shall be granted up front. Unused sick leave may be accumulated up to a maximum of 264 days. Once an employee has reached the cap, any remaining sick time at the end of the fiscal year shall be paid to that employee at fifty percent (50%) of the regular rate of pay. The Town requires one-year notification prior to retirement beginning in fiscal year 2006.

An employee on any leave with pay or injury on duty leave shall be entitled to accumulate sick leave credits.

When the spouse, child or parent of the employee or his/her spouse or relative living in the immediate household of an employee is ill, the employee may utilize sick leave credits up to a maximum of ten (10) days per calendar year.

Effective July 1, 2003 an employee upon death or retirement under Mass G.L. c.32 shall be entitled to receive payment for fifty (50%) of those unused accumulated sick days in excess of twenty-five (25) days. Payment shall be made to the employee or his estate at the rate in effect upon retirement or death.

Emergency leaves will be granted in accordance with the Family Medical Leave Act.

HOLIDAYS:

The following days shall be recognized and observed as paid Holidays.

New Year's Day

Martin Luther King Day

President's Day

Patriots Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

(1) Floating Holiday

BEREAVEMENT LEAVE:

The Town Administrator shall grant, upon the request of the Chief, up to four (4) days of emergency leave without loss of pay, upon the death of such employee's spouse or the spouse's and the employee's, mother, father, children, brothers,

sisters, or grandparents, or a step child or child residing with the employee, provided, however, that the Town Administrator may limit such leave to less than four (4) days, or refuse to grant any such leave if such employee does not intend to attend the last rites of such deceased relative. Proof of bereavement is required such as a newspaper clipping.

PERSONAL LEAVE:

The Chief shall be entitled during the contract year to six (6) days of paid personal leave. Such leave is not cumulative.

LEAVE OF ABSENCE:

A leave of absence for a limited period, not to exceed six months, may be granted by the Town Administrator for any reasonable purpose, and such leave shall be extended or renewed for any reasonable period without pay or benefits. Such sections of leave shall not accrue to seniority as defined by contract.

SUPPLEMENTAL BENEFITS:

The employer agrees to continue membership in the Worcester County Retirement System.

To the extent permitted by law, the Town shall provide a Life Insurance Policy of \$20,000.00 for accidental death while in the line of duty to the Chief.

The Chief of Police shall be eligible for a major dental health plan for which other non-bargaining general government employees are eligible.

The Chief of Police shall be eligible for a weekly short term Disability Income Plan for which other non-bargaining general government employees are eligible.

The Town agrees to establish a Physical Fitness Incentive Program under which the Chief will be eligible to receive up to a maximum of \$800.00 per fiscal year. The fitness test shall be conducted twice per fiscal year. Upon satisfactory completion of each test, the Chief shall be compensated \$400.00 for each test up to twice per year. This program is voluntary and the Chief must successfully complete the physical fitness test to be entitled to receive this incentive

Optional Group Life Insurance Policy: The Chief of Police shall be eligible for a life insurance policy benefit for which other non-bargaining general government employees are eligible.

Voluntary Group Life Insurance Policy: The Chief of Police shall be eligible for a voluntary group insurance policy benefit for which other non-bargaining general government employees are eligible, Currently non-bargaining employees pay 100% of selected coverage cost. Must have Optional Group Life Insurance Policy to enroll.

Voluntary Long Term Disability: The Chief of Police shall be eligible for a voluntary long term disability insurance policy for which other non-bargaining general government employees are eligible. Currently non-bargaining employees pay 100% of selected coverage —cost obtained directly through Carrier.

Voluntary Deferred Comp: The Chief of Police shall be eligible for a voluntary deferred comp benefit for which other non-bargaining general government employees are eligible. Currently, there is no employer match.

UNIFORMS:

The Chief shall be entitled to a clothing allowance for purchases and maintenance of uniforms. Payment for uniforms purchased shall be by invoice addressed to the Town of Templeton Police Department, by the seller or reimbursement to employees for personal out of pocket expenses, such invoices and expenses to be approved by the Town Administrator at his/her discretion, the Town Administrator may authorize the purchase of appropriate civilian attire (shirts, ties, shoes, pants, jackets, suits, etc., but not inclusive) for the purpose of court or other departmental related activities.

\$1,250.00

The maximum amount of the clothing allowance payable for maintenance of uniforms shall be \$125.00 for the Chief.

FUNDING:

The terms of this Agreement are subject to annual appropriation by Town Meeting.

NO REDUCTION OF BENEFITS

The 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 OF POLICE, except to the extent that such reduction is evenly applied across-the-board for all employees of the TOWN.

MODIFICATION:

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

LAW GOVERNING:

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

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.

LENGTH OF CONTRACT:

The initial term of this Contract shall be for a period commencing July 1, 2016 and ending June 30, 2021. However, this contract may be extended as provided by its terms.

At least annually, the Town shall undertake a formal written evaluation of the Police Chiefs progress and performance. Said review and evaluation shall utilize specific criteria developed by the Town Administrator. At the time of those performance evaluations, the Town will review with the Police Chief its goals and priorities set for the then current fiscal year as well as the Police Chiefs progress in achieving those goals.

Any undeclared subjects not expressly addressed in this Contract shall be deferred to the Town's Personnel Policies and Procedures.

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 one (1) year period.

In the event the CHIEF OF POLICE intends to resign voluntarily before the natural expiration of any term of employment, the CHIEF OF POLICE shall give the 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 accrued, unused vacation leave.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument this 21st Day of July, 2016.



TOWN ADMINISTRATOR
ROBERT T. MARKEL



CHIEF OF POLICE
MICHAEL BENNETT

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