

**CONTRACT
BETWEEN
TOWN OF TEMPLETON
AND
MICHAEL BENNETT
TEMPLETON POLICE CHIEF**

Contract made effective as of the 1st day of July 2021 between the Town of Templeton (hereinafter the "Town"), a duly authorized municipal corporation in Massachusetts in the County of Worcester, acting by and through its Town Administrator (hereinafter the "Administrator") and Michael Bennett (hereinafter the "Police Chief").

Whereas, the town is desirous of securing the services of the Chief in the administration of 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, their Memorandum of Contract is entered into to set such terms and conditions of employment of the Chief of Police by the Town.

1. **DUTIES:**

The administrative control of the Police Department for the town shall be the responsibility of the Chief of Police.

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 town either orally or in writing when requested or required in order to ensure the proper communication between the town and the Police Department.
- e) Responsibility for all departmental expenditures of the Police Department as well as the receipt of funds and property in the custody of both Departments.
- f) Supervision and control of both Departments' 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 and dispatchers.
- 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 town at which the Police Department

is required to appear and before the Town Meeting when necessary.

- l) Being responsible for planning, organizing, directing, staffing and coordinating police & dispatch operations.
- m) 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 shall be entitled to work details provided that the details do not interfere with the duties of the Chief of Police.

2. **DISCIPLINE AND 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 the 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.

3. **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.

4. **TERM:**

The term of their Contract shall begin July 1, 2021, and terminate on June 30, 2024 (the "Termination Date").

- a. For purposes of this Contract, "year" shall mean a 365-day calendar year. Any

compensation earned or accrued on a yearly or annual basis shall be prorated in accordance with the portion of the year that the Police Chief is employed by the Town.

- b. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services of the Police Chief at any time, subject only to the provisions set forth in Section 13 of their Contract.
- c. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Police Chief to resign at any time from their position with the Town, subject only to the provisions set forth in Section 13 of their Contract.
- d. 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, then 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.

5. **SALARY:**

The Police Chief shall continue receiving his current rate of pay for Fiscal Year 2021; however, will receive a salary which if annualized will equal the following:

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| a. | Fiscal 2022 | \$101,000 |
| b. | Fiscal 2023 | \$103,000 |
| c. | Fiscal 2024 | \$106,000 |

*Raises shall take effect the 1st day of Fiscal Year.

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

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| Bachelor's Degree: | 10% increase of base salary |
| Master's Degree: | 12.5% increase of base salary |

These salaries will be payable in installments at the same time as other employees of the Town are paid, subject to retroactive payments for any delays in conducting the performance review. In the event the performance review is not conducted, their compensation shall be adjusted as if a satisfactory review had been conducted.

6. **BENEFITS:**

The Police Chief shall enjoy the rights and benefits of the Town's Personnel Policy and all general benefits provided to Town employees under the General By-laws, under Town Meeting action, or by state law, as they now exist or may hereafter be amended or changed, except as hereinafter provided or modified for the Police Chief.

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

New Year's Day	Labor Day
Martin Luther King Day	President's Day
Patriot's Day	Memorial Day
Independence Day	Columbus Day
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Christmas Day	(1) Floating Holiday

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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 Select Board.

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

Sick Leave: 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 Board of Selectmen.

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 more than twenty-five (25) days. Payment shall be made to the employee or his estate at the rate in effect upon retirement or death.

Leave of Absence: Leaves of absence for limited period, not to exceed six months, may be granted for any reasonable purpose, and such leaves 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 County Retirement Systems.

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 unit, 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 unit, general government employees are eligible.

The Town agrees to 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. 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 unit, 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 unit, 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 benefit for which other non-bargaining unit, 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 unit, general government employees are eligible. Currently non-bargaining employees determines contribution-no employer match.

7. **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.

8. **DUES AND SUBSCRIPTIONS:**

The Town agrees to budget and 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.

9. **GENERAL EXPENSES:**

The Police Chief shall be reimbursed for any reasonable and necessary expenses incurred in the performance of their official duties within the limits of the departmental appropriations. Notwithstanding the foregoing, the Police Chief acknowledges that the Administrator, after consultation with the Police Chief, is the final arbiter of any dispute as to what is or is not a reasonable expense.

10. **RESIDENCY & USE OF TOWN VEHICLE**

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 vehicle may be used by the Chief for personal reasons since the Chief is "on call" in the event of an emergency.

11. **UNIFORMS AND EQUIPMENT**

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.

12. **TAXATION OF CERTAIN ITEMS**

Reserved

13. **TERMINATION :**

This Contract may be terminated by either party as provided below:

(i) By mutual written Contract, signed by the Administrator and the Police Chief, upon such terms and conditions as may be acceptable to both parties at the time of termination;
or

(ii) By the Select Board, acting on the recommendation of the Administrator for Just Cause: For all purposes of this Contract "Just Cause" shall be defined as objective grounds

which are not arbitrary, and which are reasonably related to the Town's need to operate an efficient and effective Police Department, including but not limited to misfeasance or malfeasance. If the Administrator recommends termination of the Police Chief's employment, the Board may terminate this Contract and remove the Police Chief, on behalf of the Select Board if said Board shall so vote upon recommendation of the Administrator and after written notice, hearing and vote by the Board of such action. In the event of such removal for just cause, the Town shall have no obligation to pay any severance sum.

(iii) By the Police Chief upon not less than sixty (60) days written notice to the Administrator. Until the effective date of termination under such circumstances, the Police Chief shall continue to perform their duties and shall, if requested, cooperate with the Administrator in a search for a successor.

14. Indemnification & Litigation

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.

Their section shall survive any termination of their Contract.

15. NOTICES:

Notices pursuant to their Contract shall be given personally in hand or by first-class mail, postage prepaid, addressed as follows, unless either party hereafter informs the other party in writing of a change of address:

TOWN:

Town Administrator
Templeton Town Hall
160 Patriots Road
East Templeton, MA 01438

CHIEF OF POLICE:

Michael Bennett
Templeton Police Station
33 South Road
Templeton, MA 01468

Notice shall be deemed as given as of the date of personal service or as the postage mark of such written notice as sent by first-class mail.

16. Rights in Death

Upon the death of the Police Chief, the Town shall provide to and pay to their estate a final accounting and compensation for any accrued salary, unused absent leave, sick leave eligible to be sold back to the Town, and other benefits of value.

17. Parties Bound

Their Contract shall be binding upon the successors, heirs, and assigns of the parties hereto.

18. Amendments

Their Contract may be modified at any time in writing by the mutual consent of the parties executed in the same manner as this original Contract.

19. Entire Contract

The text herein contains the entire Contract of the parties. No prior understanding, oral interpretation, direction or change, unless executed in writing, shall be valid.

20. Interpretation of Contract

The Contract will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

21. Severability

Should any clause or provision of their Contract determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and shall remain in full force and effect.

Their Contract is executed as a sealed instrument this 23rd day of June 2021.

Michael Bennett, Chief of Police

Adam Lamontagne, Town Administrator

Presented to the Select Board on June 23, 2021

Acted Upon: Confirmed June 23, 2021

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12. **TAXATION OF CERTAIN ITEMS**

Reserved

13. **TERMINATION:**

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(i) By mutual written Contract, signed by the Administrator and the Police Chief, upon such terms and conditions as may be acceptable to both parties at the time of termination;
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(ii) By the Select Board, acting on the recommendation of the Administrator for Just Cause: For all purposes of this Contract "Just Cause" shall be defined as objective grounds

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Their Contract shall be binding upon the successors, heirs, and assigns of the parties hereto.

18. Amendments

Their Contract may be modified at any time in writing by the mutual consent of the parties executed in the same manner as this original Contract.

19. Entire Contract

The text herein contains the entire Contract of the parties. No prior understanding, oral interpretation, direction or change, unless executed in writing, shall be valid.

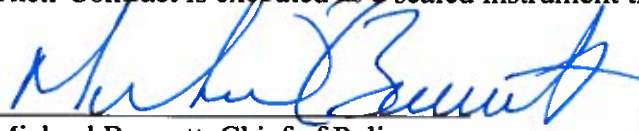
20. Interpretation of Contract

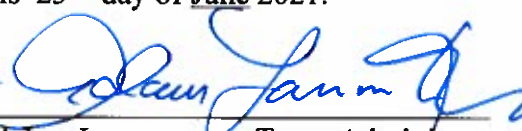
The Contract will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

21. Severability

Should any clause or provision of their Contract determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and shall remain in full force and effect.

Their Contract is executed as a sealed instrument this 23rd day of June 2021.


Michael Bennett, Chief of Police


Adam Lamontagne, Town Administrator

Presented to the Select Board on June 23, 2021

Acted Upon: Confirmed June 23, 2021