

POLICE CHIEF CONTRACT

AGREEMENT made this 2nd day of September, 2008, by and between the TOWN OF AYER (hereinafter the "TOWN") and William A. Murray, of Lunenburg, MA (hereinafter the "CHIEF" or "CHIEF OF POLICE").

WHEREAS, the TOWN is desirous of securing the services of the CHIEF in the administration of the Ayer 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; and shall furnish the Board of Selectmen with evidence of professional training and accomplishments and maintain such qualifications as may be required by the Commonwealth of Massachusetts or Board of Selectmen to hold the position of CHIEF OF POLICE.

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.

1. DUTIES

The administrative control of the Police Department for the TOWN shall be the responsibility of the CHIEF OF POLICE pursuant to Massachusetts General Laws, Chapter 41, Section 97-A. The CHIEF works under the policy direction of the Board of Selectmen and under the administrative direction of the Town Administrator. The Chief's duties shall include, but not be limited to the following:

- A. Supervise the daily operation of the Police Department.
- B. Supervise all department personnel, sworn and civilian as well as the Dog Officer/Animal Control Officer.
- C. Supervise all special, auxiliary and/or reserve police officers.
- D. Responsible for the daily operation of the communications center. Communications policy shall be established in consultation with the Fire Chief and Ambulance Director.
- E. Prepare and submit the Police Department budget.
- F. Manage the department within the established budget.
- G. Responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- H. Submit 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.
- I. Supervise and control all Department equipment and motor vehicles belonging to or used by the Police Department.
- J. Establish weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.

- K. Supervise and control all training programs for department personnel and assign personnel to such programs.
- L. Issue orders, rules, regulations, policies and procedures; and the assignment of shifts and duties of all departmental personnel.
- M. Be available for hearings before any Board of the TOWN at which the Police Department is required to appear and before Town Meeting when necessary.
- N. Be responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.
- O. The CHIEF shall at all times represent the TOWN in a professional and ethical manner and shall perform additional duties as the Board of Selectmen shall reasonably direct, and shall inform the Board of Selectmen and Town Administrator of all policies and plans of the department.
- P. The Board of Selectmen and/or Town Administrator shall inform and advise the CHIEF of any complaints or suggestions brought to their attention.
- Q. Discipline employees as allowed by contract or policy, make recommendations to the Board of Selectmen on discipline, (beyond the CHIEF'S authority), hiring, and firing of all personnel.

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 the CHIEF OF POLICE under this contract.
- B. It is recognized that the CHIEF OF POLICE must devote a great deal of time outside the normal office hours to the business of the TOWN, and to that end, the CHIEF OF POLICE shall be allowed, upon notification of the Town Administrator, to take compensatory time off as he shall deem appropriate during said normal office hours at such time which the CHIEF reasonably determines will adversely impact department operations least.

3. INSURANCE

A. Professional Liability

The TOWN agrees to furnish, at its expense, professional liability insurance for the CHIEF OF POLICE with liability limits of One Million (\$1,000,000.00) Dollars.

B. Health and Life Insurance

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.

C. 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.

4. GENERAL EXPENSES

The TOWN agrees that if expenses of a non-personal and job related nature are incurred by the CHIEF, after having been pre-approved by the Town Administrator, the TOWN will reimburse said expense according to the normal warrant process.

5. 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 in connection with the performance of his duties as CHIEF OF POLICE and for his professional growth and development. It may be used by the CHIEF at times, in his best judgment, for personal reasons since the CHIEF is "on call" in the event of an emergency.

The CHIEF OF POLICE may, upon mutual agreement of both parties, his own private automobile for his official duties as CHIEF OF POLICE. In the event such agreement is reached, the TOWN shall reimburse the CHIEF at the current rate listed by the IRS for all official business.

6. DISCIPLINE OR DISCHARGE

The Board of Selectmen may suspend and/or dismiss the CHIEF under the terms and conditions of this agreement and in accordance with the Massachusetts General Laws. Any dismissal shall terminate this agreement. In the case of dismissal, the Board of Selectmen shall give the CHIEF forty-five (45) days notice and rights to a hearing in accordance with Massachusetts General Law Ch. 39, Section 23B.

It is agreed that the Chief of Police can be discharged only for cause, upon notice, and only after a hearing for which the Chief shall have the right to be represented by counsel. The Chief shall have the option of choosing whether or not the hearing shall be closed to the public or held as an open public hearing.

The Chief may appeal any discharge or discipline by the appointing authority, after such hearing to the American Arbitration Association. The cost for such arbitration shall be split between the Chief and the Town.

In the event of a wrongful discharge or suspension, the Chief shall be reinstated to duty, and shall be entitled to back pay and any other expenses as directed by the arbitrator unless otherwise agreed by the parties.

In the event the CHIEF desires to terminate this agreement before the end of the term of service shall have expired, the CHIEF may do so by giving the Board of Selectmen sixty (60) calendar days notice of such intention.

7. PROBATIONARY PERIOD

The CHIEF shall have a six (6) month probationary period in accordance with Section 7.3 of the Town's Personnel Policy and Procedures Manual. For purposes of this section the probationary period shall commence effective March 7, 2008.

8. COMPENSATION

The CHIEF OF POLICE shall receive the weekly sum of \$1,664.80 (Grade 15, Step 6) as an annual salary for FY09 which shall commence retroactive to May 6, 2008. In each succeeding year of this contract the salary of the Chief shall be determined in accordance with the Town's salary compensation plan and subject to appropriations.

9. BENEFITS

The TOWN agrees that the CHIEF shall receive any and all benefits generally available to full-time non-

union employees, under the same terms and conditions, unless specifically modified under the terms of this agreement.

A. *Vacation*

The CHIEF shall receive four (4) weeks, twenty (20) working days vacation with pay at the commencement of FY07 and in each fiscal year thereafter. Such vacation shall be taken at such time or times as shall be approved by the Town Administrator. Accrual of vacation leave shall be limited to no more than two times the annual amount of vacation leave.

B. *Sick Leave*

The CHIEF shall be granted fifteen (15) sick days per fiscal year. The CHIEF may accumulate up to one hundred sixty (160) sick leave days.

C. *Holidays*

The Chief shall receive holidays as per the Personnel Policies and Procedure Manual.

D. *Personal Days*

The CHIEF shall receive three (3) personal days off per year.

E. *Tuition Reimbursement*

In each fiscal year of the contract, the CHIEF may receive up to \$2,000 as reimbursement for tuition towards courses required for a bachelor's degree.

F. *Education Incentive*

The annual salary stipulated in Section 8 above shall be increased by one step within the Grade upon submission of satisfactory evidence that the Chief has successfully completed the requirements of earning a bachelor's degree.

G. *Conference Expense*

The CHIEF shall be allowed to attend, at the Town's expense, one annual conference of the International Association of Chiefs of Police.

H. *Clothing Allowance*

The CHIEF shall receive a credit of Six Hundred Fifty (\$650.00) Dollars to pay for uniform clothing for each fiscal year of this agreement.

I. *County Retirement*

The CHIEF shall be a member of the Middlesex County Retirement System with the appropriate percentage withheld from his salary and with appropriate payments made to the system by the TOWN, and shall receive the benefits provided by that system in accordance with applicable law.

J. *Death During Term of Employment*

If the CHIEF OF POLICE dies during the term of employment, the TOWN shall pay 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, unused vacation, holidays, personal days and sick days.

10. MODIFICATION

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

11. LAW GOVERNING

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

12. 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.

13. LENGTH OF CONTRACT

- A. The terms of appointment shall be for a period commencing July 1, 2008 and ending June 30, 2011. However, this contract may be extended as provided by its terms. Unless either party give the other written notice of its intention not to renew this agreement at least 60 days prior to its expiration date, the agreement shall be automatically extended for one additional year.
- B. This contract shall be formally reviewed prior to its termination and the CHIEF shall be advised of the Board of Selectmen's decision to renew or not to renew this agreement 60 days prior to its expiration date. The Town will provide the Chief with annual performance evaluations and will afford the Chief a reasonable opportunity to address any areas of concern.
- C. If the decision is to renew, then either the CHIEF or the TOWN may request that the provisions be renegotiated. It is expressly understood and agreed by the parties that a decision not to renew is not to be construed as a dismissal.

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

FOR THE TOWN:
BY: BOARD OF SELECTMEN

FOR THE CHIEF OF POLICE:

Carolyn L. McCreary, Chair

William A. Murray, Chief

Cornelius F. Sullivan, Vice Chair

Richard D. Gilles, Clerk

James M. Fay, Member

Gary J. Luca, Member