

POLICE CHIEF CONTRACT

Agreement made this 4 day of February, 1998, by and between the TOWN of HANSON (hereinafter the "TOWN") and Russell King, of Hanson (hereinafter the "CHIEF" OR "CHIEF OF POLICE").

WHEREAS, the TOWN is desirous of securing the service 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 the 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.

1. DUTIES

The control of the Police Department shall remain with the Chief of Police. His duties shall include but not be limited to the following:

a. The Chief shall supervise the daily operation of the Hanson Police Department.

b. The Chief shall supervise all departmental personnel.

c. The Chief shall prepare the proposals for the Police budgets which are submitted to the Executive Secretary, Board of Selectmen and to the Finance Committee.

d. The Chief shall give oral or written reports to the Executive Secretary/Board of Selectmen, when requested or required in order to insure the proper communication between the Executive Secretary/Board of Selectmen and the Police Department.

e. The Chief shall be responsible for all departmental expenditures, disbursements, and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the Bylaws of the Town of Hanson.

f. The Chief shall oversee and be responsible for all equipment, vehicles and non-expendable items assigned the Police Department.

g. The Chief shall establish uniform specification for the Police Department.

h. The Chief shall establish weapons and ammunition specifications for the Police Department. The officers of the Department shall carry only those weapons and ammunition as authorized by the Chief of Police.

i. The Chief shall be in charge of all auxiliary and/or reserve Police Officers within the Police Department.

j. The Chief shall be responsible for all training programs for departmental personnel.

k. The Chief shall be responsible and have authority to maintain the discipline of departmental personnel and to assign shifts and duties of all departmental personnel.

2. HOURS OF WORK

a. The Chief agrees to devote the time and energy reasonably necessary to faithfully perform the duties of Chief of Police under this Contract.

b. It is recognized that the Chief may devote a great deal of time outside the normal office hours to the business of the Town. Although his normal work schedule shall consist of a forty (40) hour work week, the Chief shall develop a flexible schedule as he shall deem appropriate. Said schedule shall have the least adverse impact on the operations of the department.

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) Dollars.

b. 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 Town agrees to budget and to pay an appropriate amount for the professional dues and subscriptions of the Chief for his continuation and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement for the good of the Town including, but not limited, to the International Association of Chiefs of Police, the Police Education Research Forum, the New England Police Chiefs Association, the Massachusetts Police Chiefs Association and the applicable regional Massachusetts Police Chiefs Association.

5. PROFESSIONAL DEVELOPMENT

The Town recognizes the need for the professional development of the Chief of Police, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator. Accordingly, the Chief will be allowed to attend the Massachusetts Chiefs of Police Conference, New England Chiefs of Police Conference, the International Association of Chiefs of Police Conference and the FBI Annual Retainer (regional or national), as well as attendance at short courses, institutes, and seminars

that, in his reasonable judgment, are necessary for the professional development of the Chief of Police. The Chief will be reimbursed each year by the Town, pending available funds, for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences without loss of vacation or other leave. Further goals concerning professional development of the Chief will be incorporated into his annual Goals and Objectives and agreed to by the Board of Selectmen.

6. AUTOMOBILE

a. The 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 duties as Chief of Police and for his 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.

b. The Chief 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 pay for all maintenance expenses and insurance of such vehicle, and the Town shall reimburse the Chief at the rate of 24 cents per mile.

7. 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 up to the date of death, including, but limited to, unused vacation, holidays, and personal days.

8. DISCIPLINE OR DISCHARGE

It is agreed that the Chief of Police can be disciplined or discharged only for just cause after the first year of employment, upon proper notice 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 Town recognizes its obligation to provide the Chief with periodic performance evaluations.

9. COMPENSATION

Evaluations for salary increases from 0% to 6.5% will be conducted each respective year of this contract by the Board of Selectmen.

A. In Fiscal Year 1999 the Chief of Police shall receive an annual salary of \$59,918,
plus the evaluation percentage granted by the Board of Selectmen.

In Fiscal Year 2000 the Chief of Police shall receive an increase of \$4000 above the F.Y. 1999 annual salary, plus the evaluation percentage granted by the Board of Selectmen.

In addition, the salary for F.Y 2001 shall consist of the previous year salary which will be increased this year from 0% to 6.5%, based on the performance evaluation (Addendum 1) conducted by the Board of Selectmen and determined by the evaluation and performance review scoring sheet (Addendum 2).

B. The Chief shall receive benefits, including but not limited to, sick days, vacation days, holiday pay, and clothing allowance equal to the regular Police Officers of the Town of Hanson.

10. 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, except to the extent that such reduction is evenly applied across-the-board for all employees of the 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 term of this Contract shall be for a period commencing July 1, 1998, and ending June 30, 2001.

b. This agreement may be amended at any time by mutual consent of the parties in writing signed by both parties.

c. This contract shall continue in full force and effect from its expiration date until a new contract has been mutually agreed upon unless one party notifies the other party of its intent not to negotiate a renewal of the contract within one hundred and fifty (150) days of its expiration.

d. In the event the Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Chief 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 is entitled to receive pay for any unused vacation, sick, holiday and personal leave.

15. VACATION

a. The Chief shall be credited with 25 years of service and shall be granted the same number of vacation days as a member of the bargaining unit receives for over 20 years of service. Said vacation shall not be reduced below 28 days.

b. During this contract the Chief shall have the option of buying back one (1) week of earned vacation time each year or carrying over into the next year one (1) week vacation time. The Chief shall notify the Board of Selectmen in writing of his intent to exercise this clause no later than April 1 each year.

c. The Chief shall be paid in a lump sum for any unused vacation he has to his credit at the time of termination of his employment under this agreement. In the event of the Chief's death, payment for unused vacation shall be made to his designated beneficiaries or to his estate.

d. Records of the Chief's vacation shall be filed at the Selectmen's Office.

e. The Chief shall submit in writing to the Executive Secretary/Board of Selectmen notice of his plans to take any vacation leave.

f. Prior to taking any leave, the Chief shall designate the Lieutenant or a replacement to be "the Officer in Charge of the Police Dept" for the period of his leave.

Chief of Police

Board of Selectmen
Town of Hanson

Date