

**Town of Chatham
Police Chief
Employment Agreement**

This Agreement (or Contract) is entered into between the Town of Chatham (hereafter Town), acting through its Town Manager, and Mark R. Pawlina of Chatham, Massachusetts (hereafter Chief) pursuant to and authorized by the Chatham Home Rule Charter, ss 4-6, as authorized by Massachusetts General Laws Chapter 41 section 97(A). Should a conflict arise between the Home Rule Charter and any General or Special Law, the provision of the Charter shall govern.

WHEREAS, the Town is desirous of securing the services of the Chief in the administration of the Police Department, and performing related public safety functions, among others and;

WHEREAS, the Chief is willing to perform the duties of the position of Police Chief according to the terms and conditions of this Agreement;

NOW, THEREFORE, the Town and the Chief agree as follows:

1. TERM. The term of this Agreement shall begin on January 18, 2016 and expire after January 17, 2021.
2. RE-APPOINTMENT. The Town agrees to re-appoint the Chief to a new three (3) year term on January 18, 2016 and another appointment on January 18, 2019 for the duration of this agreement.
3. DUTIES. The Chief shall devote his full time to the performance of his job as the Town's Police Chief and to perform any and all sworn duties set forth in the Police Chief's Job Description and such other duties as may be assigned by the Town, provided they are consistent with the duties of a Police Chief.
4. COMPENSATION. The base salary of the Chief is inclusive of the Chief's experience and education. The Town agrees to pay the Chief on a bi-weekly basis as follows:

Effective January 18, 2016:

Base pay shall be \$5,765 bi-weekly. In addition, the Chief shall be compensated \$1,000 per month stipend through June 30, 2016 in lieu of receiving the Town's Health/Medical Insurance Plan.

Should the Chief decide to add the Town's Family Health/Medical Insurance Plan to his benefits, the Chief will contribute 30% toward the cost of the insurance on a bi-weekly pay period and the Town will contribute 70% of the cost. In addition, the Chief's salary shall be reduced by \$459 per bi-weekly pay period.

Effective July 1, 2016:

Base pay shall be \$6,275 bi-weekly. This pay is based on the Town not providing health/medical insurance to the Chief.

Should the Chief decide to add the Town's Family Health/Medical Insurance Plan to his benefits, the Chief will contribute 30% toward the cost of the insurance on a bi-weekly pay period and the Town will contribute 70% of the cost. In addition, the Chief's salary shall be reduced by \$459 per bi-weekly pay period.

Effective July 1, 2017:

Base pay shall be \$6,355 bi-weekly. This pay is based on the Town not providing health/medical insurance to the Chief.

Should the Chief decide to add the Town's Family Health/Medical Insurance Plan to his benefits, the Chief will contribute 30% toward the cost of the insurance on a bi-weekly pay period and the Town will contribute 70% of the cost. In addition, the Chief's salary shall be reduced by \$459 per bi-weekly pay period.

Effective July 1, 2018:

Base pay shall be \$6,435 bi-weekly. This pay is based on the Town not providing health/medical insurance to the Chief.

Should the Chief decide to add the Town's Family Health/Medical Insurance Plan to his benefits, the Chief will contribute 30% toward the cost of the insurance on a bi-weekly pay period and the Town will contribute 70% of the cost. In addition, the Chief's salary shall be reduced by \$459 per bi-weekly pay period.

In addition, the Chief's compensation shall include:

- a) Twelve (12) paid holidays to be paid to the Chief in the same pay period as the holiday.
- b) It is agreed that there shall be no longevity compensation for the Chief.
- c) It is agreed that the Chief shall receive Department Head Pay equivalent to one week's pay in the first pay period of June.

5. HOURS OF WORK. Both parties agree and acknowledge that the Chatham Police Department is a twenty four hours a day, seven days a week operation and involves work of a serious, urgent and sensitive nature. Further, that the duties of the Police Chief shall reasonably require the Chief to work additional hours, beyond typical office hours that are necessary to accomplish the duties and responsibilities of the position. It is also understood and agreed that because the Chief may on occasion be required to work many additional hours in addition to an administrative schedule, far beyond a

typical business day, the Chief shall be allowed to take reasonable compensatory time off, or be allowed to work flexible hours, in order to accomplish the requirements of the position. In order to function effectively, the Chief shall be reasonably required to participate in community activities and events, respond to emergencies, and oversee operations and investigations on a twenty four hours a day, seven days a week basis.

6. VACATION. The Chief shall be credited with twenty five (25) vacation days per fiscal year, on every July 1st. The Chief shall be allowed to carry over a maximum of twenty five (25) unused vacation days from the previous fiscal year into the following fiscal year.
7. PERSONAL DAYS. The Chief shall be credited with two (2) personal days per fiscal year. Personal days shall not be carried over from one fiscal year to another.
8. SICK TIME. The Chief shall be credited and accumulate one and one quarter (1.25) sick days per month. Sick days may be utilized for the care of a sick or injured family member.
9. BEREAVEMENT DAYS. The Chief shall be provided up to three (3) days in the case of an immediate family member's death, and one (1) day for an extended family member's death.
10. AUTOMOBILE, EQUIPMENT, AND UNIFORMS PROVIDED. The Chief is considered to be on duty twenty four hours per day, seven days per week. It is reasonably expected that the Chief will respond to the needs and/or emergencies of the community when necessary or required. As a result, the Chief will be provided with a police chief's vehicle, a police radio, computers and a cellular telephone for conducting official responsibilities, commuting, and personal use so that he may respond and communicate as required on a twenty four hour, seven day per week basis. The costs associated with obtaining and operating this equipment shall be the responsibility of the Town. In addition, the Town shall provide the Chief with all uniforms and police equipment necessary to perform the policing function.
11. DISCIPLINE OR DISCHARGE.
 - A. BY THE TOWN. During the term of this Agreement the Chief may be disciplined or discharged only for just cause, upon proper written notice of at least ten (10) days prior to a hearing, 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 held as an open or public hearing. The Chief has the right to waive a hearing if he so chooses. Not later than ten (10) days following said hearing the Town Manager shall issue his written decision including written findings of fact on only those charges and evidence presented at the hearing. The principle of progressive discipline will apply.

- B. The Chief may appeal any discipline or discharge to a committee of arbitrators consisting of three persons. The three persons shall be chosen as follows: one by the Town, one by the Chief, and one mutually agreed upon by the Town and Chief. Should any discipline or discharge be reversed by a committee of arbitrators, or a court, the Chief shall be entitled to back pay, benefits and counsel fees.
12. NO REDUCTION OF BENEFITS. The Chief shall receive the same number of sick days, vacation days, personal days, bereavement days, longevity pay, insurances, and all other benefits provided by the Town's personnel rules except where specified by this Agreement.
13. RESIGNATION OR TERMINATION. In the event that the Chief leaves his position voluntarily through resignation or retirement, or is terminated for just cause, he shall receive no further compensation from the Town except applicable retirement benefits, unused vacation pay and accrued sick time. Unused vacation pay shall be limited to no more than twenty five (25) days and unused sick time pay shall be limited to no more than twenty five (25) days. It is agreed that should the Chief decide to terminate this contract and sever employment on his own accord, he shall give at least thirty (30) days written notice to the Town.
14. PROFESSIONAL DEVELOPMENT. The Town recognizes its obligation for the professional development of the Chief and agrees that the Chief shall be given adequate opportunities to develop or refresh his skills, knowledge and abilities as a police administrator and as a department manager. As such, the Chief shall be reasonably allowed to attend such conferences, seminars, meetings, educational and training sessions with pay and without loss of vacation or other leave, and will be reimbursed by the Town for all reasonable expenses incurred while attending or traveling to these aforementioned events. Prior to these events, the Chief will notify the Town Manager of attendance.
15. DUES AND SUBSCRIPTIONS. The Town agrees to budget and pay for professional dues, publications, and subscriptions for the Chief to participate in associations and organizations for his continued professional growth, including but not limited to IACP, PERF, Chief's Associations, Law Enforcement Associations, and other applicable organizations.
16. PERSONNEL POLICIES. The provisions of the Town of Chatham Personnel Policies, as amended from time to time at the discretion of the Town, shall apply to the Chief except where modified by this Agreement.
17. OTHER EMPLOYMENT. The Chief agrees and acknowledges that because the position of Police Chief is his primary employment, he shall not seek additional employment or work in any position which would impact in an adverse manner upon this

responsibility, or which would constitute a conflict of interest, or perception of a conflict of interest or violation of the ethics laws. It is agreed that the Chief shall be allowed to work in a consultant capacity, either as a consultant, or with other consultants, as long as the aforementioned conditions are met, and the Chief obtains prior approval by the Town Manager of such work.

18. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. The Chief shall be indemnified by the Town for claims made against him arising out of conduct within the scope of his employment. The Town agrees that it shall defend, save harmless and indemnify the Chief 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.
19. SEVERABILITY. This Agreement represents the full understanding of the parties. If any of the foregoing sections or parts thereto is found to be invalid at law, the remainder of the Agreement shall remain in full force and effect for the term. No additions, modifications or changes shall occur with respect to this Agreement without a written document executed by the parties hereto; setting forth said additions, modifications or changes.
20. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

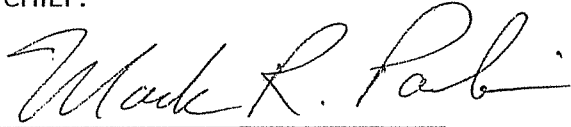
Signed and executed this 15th day of January 2016.

FOR THE TOWN:



Jill R. Goldsmith
Town Manager

THE CHIEF:



Mark R. Pawlina
Chief of Police

Rev 012916

Town of Chatham
Police Chief
Employment Agreement

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WHEREAS, the Town is desirous of securing the services of the Chief in the administration of the Police Department, and performing related public safety functions, among others and;

WHEREAS, the Chief is willing to perform the duties of the position of Police Chief according to the terms and conditions of this Agreement;

NOW, THEREFORE, the Town and the Chief agree as follows:

1. TERM. The term of this Agreement shall begin on January 15, 2012 and expire after January 17, 2016.
2. RE-APPOINTMENT. The Town agrees to re-appoint the Chief to a three (3) year term beginning January 15, 2012 to January 15, 2015. The Town further agrees to meet with the Chief just prior to January 15, 2015 to re-appoint the Chief from January 15, 2015 through January 17, 2016. The Town reserves the option to make the re-appointment beyond January 17, 2016 if it so desires.
3. NOTIFICATION. Upon the satisfactory completion of the term of this Agreement either party shall notify the other in writing at least one (1) year in advance to either terminate or renegotiate this Agreement. Otherwise, this contract shall automatically be extended on the then applicable conditions for twelve (12) months.

4. DUTIES. The Chief shall devote his full time to the performance of his job as the Town's Police Chief and to perform any and all sworn duties set forth in the police Chief's Job Description and such other duties as may be assigned by the Town, provided they are consistent with the duties of a Police Chief.
5. RESIDENCY REQUIREMENT. The Chief agrees to keep residence in Chatham.
6. COMPENSATION. The base salary of the Chief is inclusive of the Chief's experience and education. The Town agrees to pay the Chief on a bi-weekly basis. The Chief's compensation shall be as follows:

Base pay of \$5,640 bi-weekly from January 15, 2012 through June 30, 2013.

Base pay of \$5,765 bi-weekly for the remaining period of the agreement, from July 1, 2013 through January 17, 2016.

In addition, the Chief's compensation shall include:

- a) Twelve (12) paid holidays to be paid to the Chief in the same pay period as the holiday.
 - b) One (1) week salary of department head pay, paid to the Chief annually in June.
 - c) It is agreed that there will be no additional cost of living increases during the term of this contract.
 - d) It is agreed that there shall be no longevity compensation for the Chief.
7. HOURS OF WORK. Both parties agree and acknowledge that the Chatham Police Department is a twenty four hours a day, seven days a week operation and involves work of a serious, urgent and sensitive nature. Further, that the duties of the Police Chief shall reasonably require the Chief to work additional hours, beyond typical office hours that are necessary to accomplish the duties and responsibilities of the position. It is also understood and agreed that

because the Chief may on occasion be required to work many additional hours in addition to an administrative schedule, far beyond a typical business day, the Chief shall be allowed to take reasonable compensatory time off, or be allowed to work flexible hours, in order to accomplish the requirements of the position. In order to function effectively, the Chief shall be reasonably required to participate in community activities and events, respond to emergencies, and oversee operations and investigations on a twenty four hours a day, seven days a week basis.

8. VACATION. The Chief shall be credited with twenty five (25) vacation days per fiscal year, starting every July 1st. The Chief shall be allowed to carry over a maximum of twenty five (25) unused vacation days from the previous fiscal year into the following fiscal year.
9. PERSONAL DAYS. The Chief shall be credited with two (2) personal days per fiscal year. Personal days shall not be carried over from one fiscal year to another.
10. SICK TIME. The Chief shall be credited and accumulate one and one quarter (1.25) sick days per month. Sick days may be utilized for the care of a sick or injured family member.
11. BEREAVEMENT DAYS. The Chief shall be provided up to three (3) days in the case of an immediate family member's death, and one (1) day for an extended family member's death.
12. HEALTH/MEDICAL INSURANCE COMPENSATION OPTION. Should the Chief decide to carry a Health or Medical Insurance Plan of his own, and not carry the Town's Health or Medical Insurance Plan, then the Town will compensate the Chief in the amount of \$1,000 per month. Should the Chief, at any time, decide to carry the Town's Health/Medical Insurance Plan, this insurance compensation shall end effective the same month as the insurance coverage begins on a pro-rata basis.
13. AUTOMOBILE, EQUIPMENT, AND UNIFORMS PROVIDED. The Chief is considered to be on duty twenty four hours per day, seven days per week. It is reasonably expected that the Chief will

respond to the needs and/or emergencies of the community when necessary or required. As a result, the Chief will be provided with a police chief's vehicle, a police radio, lap top, computer and a cellular telephone for conducting official responsibilities, commuting, and personal use so that he may respond and communicate as required on a twenty four hour, seven day per week basis. The costs associated with obtaining and operating this equipment shall be the responsibility of the Town. In addition, the Town shall provide the Chief with all uniforms and police equipment necessary to perform the policing function.

14. DISCIPLINE OR DISCHARGE

A. BY THE TOWN. During the term of this Agreement the Chief may be disciplined or discharged only for just cause, upon proper written notice of at least ten (10) days prior to a hearing, 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 held as an open or public hearing. The Chief has the right to waive a hearing if he so chooses. Not later than ten (10) days following said hearing the Town Manager shall issue his written decision including written findings of fact on only those charges and evidence presented at the hearing. The principle of progressive discipline will apply.

B. The Chief may appeal any discipline or discharge to a committee of arbitrators consisting of three persons. The three persons shall be chosen as follows: one by the Town, one by the Chief, and one mutually agreed upon by the Town and Chief. Should any discipline or discharge be reversed by a committee of arbitrators, or a court, the Chief shall be entitled to back pay, benefits and counsel fees.

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20. OTHER EMPLOYMENT. The Chief agrees and acknowledges that because the position of Police Chief is his primary employment, he shall not seek additional employment or work in any position which would impact in an adverse manner upon this responsibility, or which would constitute a conflict of interest, or perception of a conflict of interest or violation of the ethics laws. It is agreed that the Chief shall be allowed to work in a consultant capacity, either as a

consultant, or with other consultants, as long as the aforementioned conditions are met, and the Chief obtains prior approval by the Town Manager of such work.

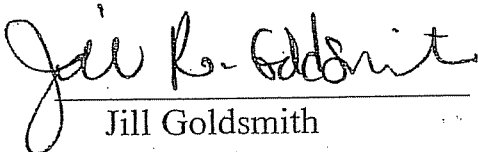
21. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. The Chief shall be indemnified by the Town for claims made against him arising out of conduct within the scope of his employment. The Town agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim 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.

22. SEVERABILITY. This Agreement represents the full understanding of the parties. If any of the foregoing sections or parts thereto is found to be invalid at law, the remainder of the Agreement shall remain in full force and effect for the term. No additions, modifications or changes shall occur with respect to this Agreement without a written document executed by the parties hereto; setting forth said additions, modifications or changes.

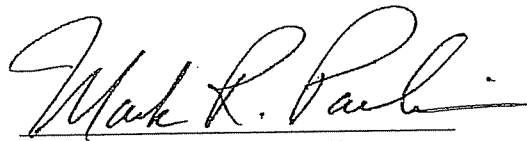
23. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Signed and executed this 13th day of January 2012.

FOR THE TOWN:


Jill Goldsmith
Town Manager

THE CHIEF:


Mark R. Pawlina
Chief of Police

Chief Pawlina	Bi-Weekly	Education	Annually	Holidays	Dept Head Pay	Total			
Current Contract:	\$4,630.00	\$30,095.00	\$ 150,475.00	\$ 6,945.00	\$ 2,893.75	\$160,313.75	Longevity		
15-Jan-12	\$5,640.00	included	\$146,640.00	\$6,768.00	\$ 2,820.00	\$156,792.00	No Longvty		
1-Jul-13	\$5,765.00	included	\$149,890.00	\$6,918.00	\$ 2,882.50	\$159,690.50	No Longvty		
HISTP	\$1,000. Monthly stipend in lieu of Town Health Insurance Plan.								
	Current average cost to Town Health Ins. Plan is \$1,165. per month								
	Longevity is eliminated in the new/proposed contract.								



CHATHAM POLICE DEPARTMENT

249 GEORGE RYDER ROAD
CHATHAM, MASSACHUSETTS 02633-2099
508-945-1213 • 508-945-7471 FAX



MARK R. PAWLINA
CHIEF OF POLICE

January 12, 2012

Ms. Jill Goldsmith
Town Manager
Chatham Town Hall
549 Main Street
Chatham, MA 02633

Dear Ms. Goldsmith:

This letter is to follow-up our recently completed negotiation of the employment agreement between you (Town) and I (Police Chief). I am respectfully submitting the newly negotiated Police Chief's contract with the Town for your review. My current contract expires on January 15, 2012. I have re-capped the highlights of the contract, which is consistent with the current financial status of the town. Please let me know if everything looks to be in order. I thank you for your patience and professionalism during this process. I look forward to working with you in maintaining the tremendous quality of life for our Chatham residents, visitors and businesses.

Re-Cap of Contract Highlights

- The new contract term is for a 4 year period beginning January 15, 2012 to January 17, 2016.
- Re-appointment language as per the contract.
- The new contract reflects a lesser total salary for the Chief in the first year and a half of the contract compared to the current contract. The net result is the Chief's salary will have been frozen at the salary of year 2010 for 2.5 years in a row (2011, 2012 and half of 2013).
- The new contract reflects a pay adjustment on July 1, 2013. This pay adjustment is still less than the final year of the current contract salary. A full salary comparison is attached.
- The new contract reflects a voluntary elimination of Longevity Pay, which is provided for in the current contract, and compensation that would be paid this coming fiscal year, FY13.
- The new contract reflects a continuation of placing a maximum cap on sick payout of no more than 25 days.
- The new contract reflects a 30 day written notice compared to a 45 day written notice in the current contract should the Chief sever employment on his own accord.

Respectfully,

Mark R. Pawlina