

**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 Michael D. Anderson, 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. This Agreement shall become effective July 1, 2022 and shall be in full force and effect until June 30, 2025. The Agreement shall be for a term of three (3) years, subject to Section 13 and shall be binding on the Town in each year of its duration. This three (3) year term shall apply unless a party terminates the Agreement as described specifically herein.

The first year of the contract (July 1, 2022 through June 30, 2023) shall be considered the Chief of Police's probationary period. During this probationary period, the Town Manager shall have the option of terminating the agreement if the Chief of Police fails to meet the goals laid out below:

- A. The successful transition into the role of Police Chief; and
 - B. The Chief shall meet with each member of the Chatham Police Department, individually in person.
 - C. In the event the Town terminates the employment of the Chief during his probationary period, he shall be entitled to a severance payment in the amount of three (3) month's pay. He shall further be entitled to any accrued vacation time and to sick time as provided under Paragraph 8. No further payments beyond these amounts shall be owed.
2. 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. Further, the

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Chief shall achieve recertification as a Police Officer as required by The Massachusetts Peace Officer Standards and Training (POST) Commission and maintain such recertification throughout the duration of this Agreement.

3. 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:
4. Effective July 1, 2022: The Chief's base salary shall be \$161,914.20; paid bi-weekly at a rate of \$6,087.00.

Effective July 1, 2023: The Chief's base salary shall be \$166,771.62; paid bi-weekly at a rate of \$6,269.61.

Effective July 1, 2024: The Chief's base salary shall be \$171,774.55; paid bi-weekly at a rate of \$6,457.69.

a) Thirteen (13) 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 and no education incentive compensation for the Chief.

c) It is agreed that the Chief shall not 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.

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6. VACATION. The Chief shall accrue 2.0833 days of leave per month (25 days per contract year) calculated at an eight (8) hour workday for accrual and use purposes. The Chief shall be allowed to carry over a maximum of ten (10) 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 the current balance of sick leave and to continue to accrue sick leave at a rate of one and one quarter (1.25) sick days per month per contract year up to a maximum of 165 days. Upon death, retirement, voluntary resignation, or termination after the probationary period, payment shall be made for a maximum of 25% of accumulated sick leave, up to a maximum of 165 eight-hour days. Sick days may be utilized for the care of a sick or injured family member.
9. BEREAVEMENT DAYS. Bereavement leave shall be granted without loss of pay in the event of death in the immediate family of a person covered by this Agreement as follows:

Spouse or Child/Step Child..... up to 5 consecutive days
Parent/Step Parent, In-Laws, Siblings, Grandchild ... up to 3 consecutive days
Other relatives residing in the same household..... up to 1 day
10. HEALTH AND OTHER INSURANCE - Employee (which term in this context under this provision shall include his dependents) shall be entitled to participate in whatever group medical, dental, life insurance and pension benefit plans are offered by or through the Town of Chatham on the same basis as other Town employees
11. 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.

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12. **PERFORMANCE REVIEW** — each year, on or before the anniversary of this appointment (July 1st), the Chief shall meet with the Town Manager to discuss the Town Manager's appraisal of the prior year's work performance. The Town Manager may present a summation of her appraisal in a written format of the Town Manager's choice. In consultation with the Chief, the Town Manager may establish written goals and objectives deemed by both parties to be important to the proper operation of the Police Department and the attainment of Town objectives.

13. **SEPARATION/NON-RENEWAL**

A. **Discipline and Discharge:**

i. During the term of this Agreement, the Chief of Police may be suspended without pay or discharged for just cause in accordance with M.G.L. c. 41, § 97A. The principles of progressive discipline shall apply for any disciplinary action listed under this Section, Section 13.

ii. For contemplated discipline of more than five (5) days, up to and including but not limited to dismissal, the Town Manager shall provide the Chief of Police with proper written notice of the reasons for the contemplated action and a date for a hearing before the Town Manager or his designee. The hearing shall take place no sooner than ten (10) days after notice of the same is issued to the Chief of Police.

The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Chief at least ten (10) days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) and the charges alleged and the evidence in support thereof so that the Chief may understand and prepare his defense.

iii. For the purposes of this Agreement, "just cause" shall mean the existence of a reasonable basis for the Town Manager's dissatisfaction with the Chief of Police, including, without limitation for, poor performance, lack of capacity or diligence; failure to conform to usual standards of conduct, or other culpable or inappropriate behavior that diminishes the Chief of Police's effectiveness in the position. A suspension without pay for just cause will suspend the Town's obligations under this Agreement for

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the term of the suspension. A dismissal for just cause will end the Town's obligations under this Agreement except as otherwise expressly stated in the Agreement.

- iv. The Chief of Police shall have the right to be represented by counsel at his own expense in any matter covered by this section, including at any hearing.
- v. Rights of appeal. With respect to any such proceedings instituted under this section, the following rights of appeal shall apply:
 - vi. Single arbitrator. The Chief may appeal any discipline or discharge to a single arbitrator subject to the Employment Arbitration Rules & Procedures of the American Arbitration Association with the cost of this arbitration to be shared equally by both parties.
 - vii. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall first be settled through good faith negotiation. If the dispute cannot be settled through negotiation, the parties agree to arbitration pursuant to the Employment Arbitration Rules & Procedures of the American Arbitration Association.

B. Removal/Renewal;

- i. In the event the Chief of Police voluntarily resigns or retires from his position with the Town before the expiration of the term of employment provided for herein, then he shall give the Town three (3) months' notice in advance, unless the parties otherwise agree. In the event the Chief of Police voluntarily resigns or retires, he shall receive payment for all accrued but unused vacation time and accrued sick time as provided in Section 8. Sick Time. Such shall be paid to his family or estate in the event of his death. The Chief of Police shall not be entitled to any other severance benefits or further compensation from the Town.

In the event the Chief of Police is terminated for just cause, he shall not be entitled to any other severance benefits or further compensation from the Town beyond his accrued vacation days.

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- ii. The Town Manager and Chief of Police, if mutually agreed, shall enter into negotiations for the terms of a new contract at least three (3) months prior to the expiration of this Agreement.

C. Paid Administrative Leave:

Nothing in this Agreement shall preclude the Town Manager from relieving the Chief of Police of his duties and authority by placing the Chief of Police on paid administrative leave after being given notice of the nature of reason for placement thereon. In the event paid administrative leave is extended beyond sixty (60) days the Town agrees to update the Chief regarding his placement.

- 14. NO REDUCTION OF BENEFITS. The Chief shall receive the same number of sick days, vacation days, personal days, bereavement days, insurances, and all other benefits provided by the Town's personnel policies except where specified by this Agreement.
- 15. 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.
- 16. 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.
- 17. PERSONNEL POLICIES. The non-compensated 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.
- 18. 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

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the Chief shall be allowed to work as an Instructor for the MA Municipal Police Training Committee or other agency, as long as the aforementioned conditions are met, and the Chief obtains prior approval by the Town Manager of such work on an annual basis.

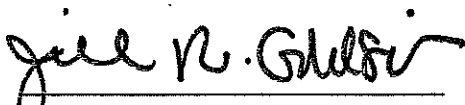
19. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. The Chief shall be indemnified by the Town for claims made against him arising out of conduct within the scope of his employment. The Town agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim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

This provision shall survive any termination of this agreement with respects to acts or omissions while serving as the Chief.

20. 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.
21. 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 29 day of June 2022.

FOR THE TOWN:



Jill R. Goldsmith
Town Manager

THE CHIEF:



Michael D. Anderson
Chief of Police