

EMPLOYMENT CONTRACT BETWEEN
THE TOWN OF GROVELAND
AND
CHIEF JEFFREY T. GILLEN

On this 27th day of December, 2016, the Town of Groveland, a municipal corporation with a business address of 183 Main St. Groveland, Massachusetts, (hereinafter the "Town") by the Board of Selectmen and Chief Jeffrey T. Gillen (hereinafter the "Chief") enter into the following contract pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the Town is desirous of securing the services of the Chief in the administration of the Groveland Police Department (hereinafter the "Department"); and

WHEREAS, the Chief wishes to perform the duties of the position of the Chief of Police as provided herein and subject hereto; and

WHEREAS, the Town has or hereby does recognize voluntarily pursuant to M.G.L. c. 150E, § 4 and the applicable regulations of the Massachusetts Labor Relations Commission, the position of Chief of Police as a supervisory unit, separate and distinct from all other units in the Police Department;

NOW, THEREFORE, the Town and the Chief hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this Contract.

Section 1. APPOINTMENT

The Town hereby and hereafter appoints the Chief pursuant to and in accordance with Chapter 41, Section 97A.

Section 2. TERM

- a. The initial term of this Contract shall be for a three-year term commencing on July 1, 2017 and ending on June 30, 2020. However, this Contract may be extended as provided by its terms.
- b. 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 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-year period.

Section 3. COMPENSATION & BENEFITS

- a. The Town shall pay the Police Chief the sum of \$98,444 as base salary and Education Pay of \$24,611 in the first year of this Contract for a total of \$123,055.
- b. After the initial year of this Contract, and on each succeeding year of this Contract, the Chief shall receive a 2% raise in his salary.

c. In addition to the foregoing, the Chief shall receive, and be entitled to, the following benefits:

1. Educational Pay: As indicated in the above figures, the Chief shall receive educational pay and career incentive pay pursuant to and in accordance with the Police Incentive Pay Program and provisions as same are so stated in G.L. c. 41, § 108L, as amended (hereinafter "the Quinn Bill").
2. Vacation Leave: The Chief shall be entitled to 30 days of vacation leave in each twelve (12) month period from July 1st through June 30th. No more than 10 days of unused vacation may be carried over from one year to another. Vacation leave shall be scheduled by the Chief so as not conflict with the needs of the Town. Unused vacation shall be paid in full to the Chief of Police upon termination.
3. Sick Leave: The Chief shall accrue 15 sick days per year, which shall be accrued at 1.25 days per month. Upon retirement as a full-time employee of the Town, or upon the Chief's death during the term of this contract, the Chief will receive 40 percent of a maximum 180 days accumulated sick leave.
4. Personal Leave: The Chief shall be entitled to 3 personal days per fiscal year to be taken at the Chief's discretion.
5. Bereavement Leave: In the event of the death of a spouse, son, daughter, father, mother, stepson, stepdaughter, stepfather, stepmother, brother, sister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or any person not classified above, but who permanently resides with the family of the Chief, the Chief shall be granted 3 days off, and in the event of a death in the Chief's family for a relative other than those herein enumerated, the Chief shall be granted 2 days off as bereavement leave within a reasonable amount of time without loss of pay for the purpose of attending funeral services, arranging for burial, and as a period of bereavement. Leave without loss of pay under this section will not be deducted from sick, personal or vacation leave.
6. Holiday Pay: The Chief shall be compensated with his regular salary for all Town-recognized holidays. If the Chief is on-duty at any time on a Town-recognized holiday, the Chief shall receive an additional one and one half day's pay for working on said holiday. Payment shall be issued at the end of the pay period for the total number of holidays worked.
7. Clothing/Equipment Allowance: The Chief shall receive an annual allowance of \$1,200 each fiscal year for the purchase and maintenance of clothing, equipment and job related subscriptions and services.
8. Insurance: The Chief shall be eligible to obtain health, dental, and life insurance with the same coverage and cost as other town employees under Massachusetts General Laws c. 32B.

Section 4. DUTIES

The head of the Police Department for the Town shall be the Chief of Police. The Chief shall have administrative control of the Police Department and civilian dispatch center. The duties of the Chief shall include, but not be limited to those outlined in the attached job description.

Section 5. HOURS OF WORK

The Chief shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Chief of Police under this Contract. (Minimum of 40 hours – Monday through Friday)

Section 6. INDEMNIFICATION

The Town agrees to defend, save harmless and indemnify the Chief against any complaint, claim, demand, suit or judgment, whether groundless or otherwise, arising out of any 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 respect to acts or omissions while serving as the Chief.

Section 7. INSURANCE

Professional Liability Insurance: The Town agrees to furnish at its own expense, professional liability insurance for the Chief with liability limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS.

Section 8. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of this Contract, or any extension thereof, the Town shall pay to the Chief's spouse all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death including, but not limited to accrued, but unused leave days. In the event that the Chief's spouse does not survive the Chief, or the Chief does not have a spouse at the time of his death, then the Town shall pay to the Chief's then living descendent(s), (daughter and son) to be divided equally, (50% to each) all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death including, but not limited to accrued, but unused leave days, in shares as may nearly be of equal value.

Section 9. PROFESSIONAL DEVELOPMENT

The Town agrees to pay for the reasonable registration, travel, and sustenance expenses of the Chief of Police for courses, institutes, and seminars that are necessary for his professional development and for the good of the Town, subject to the availability of an appropriation.

The Board recognizes and encourages the Chief of Police to join professional organizations that are typically affiliated with municipal government and public safety. Should the Chief of Police attend seminars, conferences, or workshops sponsored by such professional organizations, time spent as such conferences shall not be deducted from vacation leave. For attendance at any professional development over one (1) day's duration, the Chief of Police will notify the Board of Selectmen in advance.

Section 10. 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 official business and for personal use with the exception of overnight personal travel. Vehicle is not to be altered, excluding normal wear and tear, without prior approval of the Board of Selectmen.

Section 11. DISCIPLINE, DISCHARGE & NON-REAPPOINTMENT

- a. It is agreed that the Chief may be disciplined, discharged or not reappointed only for just cause, upon proper notice and only after a hearing at which the Chief shall have the right to be represented by counsel of the Chief's choosing. 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 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) business 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) the charges alleged; and (iv) the range of discipline considered. 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 principles of progressive discipline will apply and the Town recognizes its obligation to provide the Chief with periodic performance evaluations.

- b. The Chief may appeal any discipline or discharge to a committee of arbitrators consisting of three (3) persons. The three (3) persons shall be chosen as follows: one by the Town, one by the Chief, and one by the two so chosen. A majority of the three (3) member committee shall be sufficient to uphold or to reverse the decision.
- c. The Chief, or Town, may appeal any decision upheld by the committee of arbitrators to: (i) the district court wherein the Chief resides; or (ii) any superior court having jurisdiction. Each of the aforementioned courts shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Chief if he alleges that he has been improperly suspended or discharged.
- d. In the event of the suspension or discharge of the Chief, if the committee of arbitrators, or the District Court for the judicial district wherein the Chief resides, or the Superior Court shall reverse a suspension or discharge and order that the Chief be reinstated to duty, the Chief shall be entitled to back pay, benefits and counsel fees.

Section 12. RESIGNATION & TERMINATION

- a. Voluntary Resignation: 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 will be entitled to receive pay for any unused leave time.
- b. Involuntary Resignation: In the event the Chief resigns following a formal suggestion by the Town that he resign before the expiration of the then applicable term of employment, the Town agrees to pay the Chief a lump sum severance payment equal to the balance of any term of appointment but in no event less than three (3) months' salary and benefits.

Section 13. 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 non-union department heads in the Town.

Section 14. MISCELLANEOUS PROVISIONS

- a. This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.
- b. If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

- c. No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.
- d. The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Contract, had, or has any authority to make any representation or promise not contained in this Contract, and each of the parties to this Contract acknowledges that such party has not executed this Contract in reliance upon any such representation or promise.

Section 15. BENEFITS SUBJECT TO APPROPRIATION

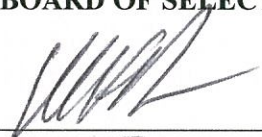
For any clause of this Contract which provides that a certain benefit to the Chief shall be subject to appropriation, the Town understands and acknowledges that it shall be responsible to budget and support any such appropriation and the terms of this Contract at any and all town meetings.

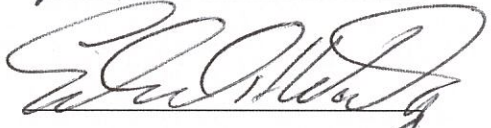
IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.


TOWN OF GROVELAND


Acting by and through its

BOARD OF SELECTMEN:

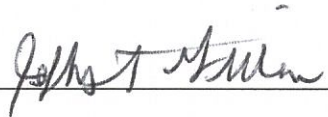








CHIEF OF POLICE



Jeffrey T. Gillen

WITNESS TO ALL SIGNATURES





TOWN OF GROVELAND

Job Title: Chief of Police

Department: Police Department

Supervisor: Board of Selectmen

Hours Worked: Full-Time (40hrs/week)

Salary Range: Per Contract Negotiations Date: April 6, 2016

Statement of Duties: The Chief of Police is the Chief Executive Officer of the Police Department and the final departmental authority in all matters of policy, operations, and discipline. The employee exercises all lawful powers of the office and issues such lawful orders as are necessary to assure the effective performance of the Department. Through the Chief of Police the Department is responsible for the enforcement of all laws coming within its legal jurisdiction. The Chief of Police is responsible for planning, directing, coordinating, controlling and staffing all activities of the Department. The employee is also responsible for its continued and efficient operation, for the enforcement of rules and regulations within the department, for the completion and forwarding of such reports as may be required by proper authority, and for the Department's relations with local citizens, the local government and other Town agencies. Performs all other related work as required.

Supervision Required: Under the general supervision of the Board of Selectmen, the employee carries out duties and responsibilities in accordance with municipal Bylaws, department goals and objectives as well as applicable state and federal regulations or federal laws; the employee establishes short and long-range plans and objectives for a major department of the Town; establishes Department and employee performance standards and assumes direct accountability for department results. Consults with the Board of Selectmen where clarification, interpretation, or exception to municipal policy may be required. The employee exercises responsibility in the development of department operating and capital budgets and the recruitment and training of employees. The employee is expected to resolve all conflicts, which arise and coordinate with others as necessary.

Supervisory Responsibility: The employee is accountable for the direction and success of a major department of the Town including programs and services accomplished through others. The employee is responsible for analyzing program objectives, determining the various work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective; and recommending new goals. The employee typically formulates or recommends program goals and develops plans for achieving short and long-range objectives; determines organizational structure operating guidelines and work operations; formulates, prepares and defends budget and manpower requests and accounts for effective use of funds and staff provided; coordinates program efforts within the unit and with other departments; delegates authority to subordinate supervisors and holds them responsible for the performance of their unit's work; reviews work in terms of accomplishment of program objectives and progress reports, approves standards establishing quality and quantity of work; and assists

or oversees the personnel function, including recommending hiring, training and disciplining of employees.

Confidentiality: In accordance with the State Public Records law, the employee has regular access at the departmental level to a wide variety of confidential information, including official personnel files, CORI records, client or department records, collective bargaining negotiations, criminal investigations, and court records.

Judgment: Guidelines, laws or regulations provide guidance for performing the work. They may be in the form of administrative or organizational policies, general principles, state or federal legislation or directives that pertain to the police department or functional area within the department. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of established guidelines, laws (state or federal), regulations or policies. The employee is recognized as the department's authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies.

Complexity: The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

Work Environment: The work performed requires a high degree of individual tolerance to combinations of extremely unpleasant elements, or mental stress from constant conflicting urgent time and attention demands of the utmost priority including patrol activity. The nature of the physical environment may be such that the employee's personal well-being and/or safety may be compromised such as Fire and Police personnel. Employee may be required to work beyond normal business hours in response to emergency situations 24/7, 365 days per year or to attend evening meetings.

Public Contact: Employee has constant interaction with local, state, and federal government officials, community leaders and any other individuals to protect and promote government relations and the municipality's overall interest. Employees must possess a high degree of diplomacy and judgment. Duties require a well-developed sense of strategy and timing in representing the municipality effectively in critical and important situations that may influence the well-being of the municipality.

Accountability: Duties include department level responsibility for technical processes, service delivery, and contribution to municipal wide plans and objectives, and fiscal responsibility for the department including buildings, equipment and staffing utilization. Consequences of errors, missed deadlines or poor judgment could severely jeopardize department programs or services, have adverse public relations, personal injury, extensive financial and/or legal repercussions to the Town, and danger to public health/safety.

Occupational Risk: Duties may involve exposure to hazardous life threatening conditions. Job duties may entail the possibility for serious personal injury or exposure to conditions that could result in total permanent disability or loss of life such as when

restraining violent persons. For example, danger of physical attack or work during extreme weather conditions as well as direct exposure to communicable diseases. Extreme care and safety precautions are required at all times in order to prevent personal injury.

Essential Functions:

(Essential functions, as defined under the Americans with Disabilities Act, may include the following duties, knowledge, skills, and other characteristics. This list of duties is illustrative only, and is not a comprehensive listing of all functions and tasks performed by positions in this class. It does not imply that all positions within the class perform all of the duties listed, nor does it necessarily list all possible duties that may be assigned.)

Plans, organizes, directs and coordinates all police resources and functions. Plans, develops and implements procedures, methods, practices and standards of conduct for all personnel. Responsible for the functions associated with the daily administration of the Police Department and the supervision of personnel including sworn officers and civilian employees.

Develops and maintains department policies and procedures. Analyzes and evaluates the effectiveness and responsiveness of operations in meeting community policing needs. Develops, initiates, and implements departmental goals, programs, techniques and training programs to improve effectiveness of policing services and modifies these programs to meet current trends.

Develops procedures for staffing for both normal and emergency situations to ensure the effective and efficient use of personnel and resources. Delegates responsibility and authority to subordinate supervisors, establish goals and objectives, and provides guidance and direction as necessary for subordinates to accomplish set goals and objectives.

Schedules, trains, and evaluates subordinates. Oversees all functions related to discipline, morale, and department training. Ensures the proper training of personnel regarding laws, duties, responsibilities and expectations in accordance with state statute and town policy. Ensures personnel remain abreast of changes in laws, technology and technique, etc. Handles grievances and complaints following established personnel policies and/or collective bargaining contracts.

Maintains discipline within the departments; establishes operating policies and procedures and rules and regulations for the police and communications departments.

Monitors compliance with all state, federal, and local laws and regulations.

Promulgates all general and special orders consistent with the Chief's authority and responsibility.

Conducts internal investigations of department personnel for cases of misconduct or illegal activity.

Researches grant funding and prepares applications for various federal and state grants. Maintains records and administers awarded grant funds.

Assumes direct command at the scene of major disturbances or special police problem situations as needed. Participates in major criminal investigations.

Directs cooperative efforts with local, state, and federal law enforcement officials in the apprehension and detention of wanted persons. Serves as liaison with federal, state and local officials to represent the interests of the Town and the Department. Participates on a regional and statewide basis with State officials, other police administrators, and other interested practitioners toward the improvement of various operational and technological aspects of policing and law enforcement.

Maintains membership in professional police organizations for the purpose of keeping up to date on all Federal, State, and Local laws on Police Department operations
Represents the department within the town government decision-making processes.
Attends a variety of town meetings with boards, commissions, etc. to present the department's views on a variety of municipal issues where police input is relevant. As a key town department head, meets with the appointing authority and other department heads to provide input into town-wide plans, programs and coordination of services.

Develops and administers the department's annual budgets. Regularly monitors the status of the budgets and makes changes regarding expenditures as necessary. Establishes procedures for record keeping. Develop, manage and monitor annual capital improvement plan.

Prepares and maintains a wide variety of records and generates reports and ensures that they conform to local, state, and federal requirements. Submits those reports required in such form and detail as to clearly depict conditions and police action taken. Submits an annual report, which represents problems, services and activities of the Department.

Ensures that department equipment and facilities are maintained in good repair, and that as keeper of the lock-up that lock-up facilities meet statutory requirements. Responsible for the safekeeping of all criminal evidence and any recovered or found property brought to the station.

Supervises the Public Safety Dispatch Center.

During emergencies, may perform all the duties of a police officer.

Supervises court activity. Testifies at meetings, hearings, and trials.

Manage firearms licensing.

Responsible for communications with the public, including media, on matters relating to crime, police operations and department policy.

Performs similar or related work as required.

Knowledge, Skills, Abilities, and Other Characteristics:

Knowledge: Extensive knowledge of pertinent Mass. General Laws (Chapter 150E-collective bargaining, 111F, FLSA, Civil Service, etc), Town By-laws, federal, constitutional, and statutory laws, Town Bylaws and Ordinances, as well as the principles and practices of modern police administration and law enforcement methods and techniques (i.e. community policing etc); extensive knowledge of the standards by which the quality of police service is evaluated and the use of police records and their application to police administration; thorough knowledge of statutes and ordinances relating to law enforcement; the ability to plan, organize, and direct the work of a large number of subordinates performing varied operations connected with police and emergency medical activities. Working knowledge of the criminal and juvenile justice systems. Working knowledge of budgeting, personnel management, fleet management, facility management, and occupational risk management. Knowledge of technology such as Office Software (word processing, spread sheet applications) and specialized police software in support of department operations and administration including the Internet and web site technology.

Abilities: Ability to supervise subordinates and delegate authority as required in a positive and effective manner and to delegate authority efficiently often under emergency conditions; ability to establish and maintain harmonious and productive working relationships and maintain discipline and morale with employees in a union environment; maintain effective working relationships with town officials, town departments, local, county, state, and federal law enforcement officials, and the public; ability to plan, assign, direct and review the work of subordinates and to direct large scale operations of personnel and equipment making sound judgments under stressful life-threatening situations; ability to deal with disgruntled members of the public in a diplomatic and effective manner and to deescalate violent situations and combative individuals. Ability to perform the duties and functions of a police officer and operate equipment including motor vehicles in emergency situations under adverse weather and/or road conditions. Ability to exercise sound judgment and to enforce local ordinances, state and/or federal laws and regulations in an impartial manner. Ability to plan, produce and present reports in a comprehensive, clear and concise manner.

Skill: Proficient oral and written communication skills. Effective leadership and supervisory and personal computer software skills in support of department operations. Effective business management skills such as budget management.

Physical Requirements/Work Location:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions

Physical and Mental Requirements: Work involves frequent and recurring assignments requiring strenuous effort and endurance or quick reflexes to perform the work, such as lifting and carrying on a continuous basis for extended periods of time, or regular travel on foot or bicycle over rough terrain or barriers, or the potential need to subdue or restrain violent persons or animals.

Motor Skills: Duties may involve close hand and eye coordination and physical dexterity. Manipulation and motor control under conditions that may require extreme accuracy may be critical. The manual skills required are comparable to those which might be needed to safely operate emergency vehicles at high rates of speed or to fire a gun.

Visual Skills: Visual demands require the employee to constantly read documents for general understanding and analytical purposes, as well as to review non-written materials such as maps or blue prints. Employee is also required to constantly determine color differences.

Qualifications:

Minimum of a Bachelor's degree in criminal justice or related field required; Master's degree highly desired; and ten (10) years of progressively responsible experience with at least five (5) years of increasingly responsible police management experience; or any equivalent combination of education, training and experience.

Special Requirements:

Valid Massachusetts Class D Motor Vehicle Operator License
CPR/First Responder and Defibrillator Certification
Certification as a Massachusetts full-time police officer (or equivalent)
Massachusetts Class A License to carry firearms
Completion of Incident Command Training Programs (ICS 100, 200, 300 and 700)

Non-Discrimination Clause:

No individual shall be denied any rights guaranteed pursuant to local, state and/or federal law on the basis of race, color, religion, national origin, sexual orientation, gender, gender identity, or disability.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required. This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer as the needs of the employer and/or requirements of the job change.

Updated April 2016