

EMPLOYMENT AGREEMENT

**BETWEEN
THE TOWN OF UPTON
AND
MICHAEL J. BRADLEY, JR.
POLICE CHIEF**

Agreement made this ____ day of _____, 2016, by and between the Town of Upton (hereinafter the "TOWN") and Michael J. Bradley, Jr. of Upton, Massachusetts (hereinafter the "CHIEF" or "CHIEF OF POLICE")

WHEREAS, the TOWN is desirous of securing the services of the CHIEF in the administration of the Police Department and Communications Department; and

WHEREAS, the TOWN has or hereby does recognize voluntarily, pursuant to the applicable regulations of the Massachusetts Labor Relations Commission, the position of CHIEF OF POLICE as a supervisory bargaining unit, separate and distinct from all other units in 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 this 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.

I. DUTIES

The administrative management of the Police and Communications Department for the TOWN shall be the responsibility of the CHIEF OF POLICE. His duties shall include but not be limited to the following:

- A. Supervision of the daily operation of the Police and Communications Department.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Police and Communications Department budgets.
- D. Submission of 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.
- E. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- F. Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.
- G. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.
- H. Being in charge of all special, auxiliary and/or reserve police officers.

- I. Supervision and management of all training programs for department personnel and the assignment of personnel to such programs.
- J. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.
- K. Being available for hearings before any Board of the TOWN at which the Police Department is required to appear and before the TOWN Meeting when necessary.
- L. Being responsible for planning, organizing, directing, staffing and coordinating police operations.
- M. Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.

II. 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 to take compensatory time off as he or she shall deem appropriate during said normal office hours at such time which the CHIEF reasonably determines will adversely impact Department operations least.

III. INDEMNIFICATION

The TOWN agrees that it shall defend, save harmless and indemnify the CHIEF OF POLICE against any tort, professional liability claim or demand or other civil or criminal 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.

IV. INSURANCE

A. Health and Life Insurance

The CHIEF OF POLICE shall be eligible for all health and life insurance benefits for which all other non-bargaining unit town employees are eligible. The TOWN agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to officers of any rank of the Police Department.

B. 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 111F of the Massachusetts General Laws.

V. DUES AND SUBSCRIPTIONS

The TOWN agrees to budget and to pay for the professional dues and subscriptions of the CHIEF OF POLICE for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the TOWN, including but not limited to the International Association of Chiefs of Police, the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, and the Central Massachusetts Police Chiefs Association.

VI. PROFESSIONAL DEVELOPMENT

The TOWN recognizes its obligations to the professional development of the CHIEF OF POLICE, and agrees that the CHIEF OF POLICE shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator, accordingly, the CHIEF OF POLICE shall be allowed to attend, subject to appropriation, the Massachusetts, New England, and International Association Police Chief's Training conferences held within the continental United States each year without loss of vacation or other leave, and will be reimbursed by the TOWN for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

The TOWN also agrees to budget and pay for travel and subsistence expense of the CHIEF OF POLICE for short courses, institutes, and seminars that, in the chief's reasonable judgment, are necessary for his professional development.

The TOWN shall reimburse the POLICE CHIEF for reasonable expenses incurred in connection with his attendance at professional management development courses and seminars, subject to the prior approval of the TOWN and subject to appropriation.

VII. 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 OF POLICE up to the date of the CHIEF's death, including, but not limited to, payment for any unused leave days.

VIII. DISCIPLINE OR DISCHARGE

- A. It is agreed that the CHIEF OF POLICE can be disciplined or discharged only for just cause, upon proper notice and only after a hearing at which the CHIEF OF POLICE shall have the right to be represented by counsel. The CHIEF OF POLICE shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open public hearing. The principle of progressive discipline will apply and the TOWN recognizes its obligation to provide the CHIEF with periodic performance evaluations.

- B. The CHIEF OF POLICE may appeal any discipline or discharge to a committee of arbitrators consisting of three (3) persons. The three persons shall be chosen as follows: one by the Town, one by the CHIEF OF POLICE, and one by the two so chosen. A majority of the three (3) member committee shall be sufficient to uphold a discharge or to reverse the discharge decision.
- C. The CHIEF OF POLICE may appeal any discipline or discharge upheld by the committee of arbitrators to the district court wherein the CHIEF OF POLICE resides or to the superior court, each of which shall have jurisdiction to review whether any discipline was proper and may order the reinstatement of the CHIEF OF POLICE.
- D. In the event of the suspension or discharge of the CHIEF OF POLICE, if the committee of arbitrators or a court shall reverse or modify a suspension or discharge, the CHIEF OF POLICE shall be entitled to back pay, benefits and counsel fees.

IX. COMPENSATION

The CHIEF OF POLICE shall receive a base salary rate of 1.75 times the highest paid base rate of Patrol Officer of the Police Department. The base rate of the CHIEF OF POLICE at the time of this agreement shall be the sum of one hundred seventeen thousand, one hundred thirteen dollars (\$117,113) as salary in the initial term of this Contract, and shall receive at least the same number of sick days, vacation days, personal days, bereavement days, holidays, longevity pay, educational pay, uniform allowance, health and life insurance, educational incentive program pay, and all other benefits as do any of the regular police officers of any rank of the TOWN. In each succeeding year of this Contract, starting on July 1, 2016, the CHIEF OF POLICE shall receive a raise in pay to maintain a pay rate of 1.75 times the base salary rate of the highest paid patrol officer, as well as any increase in other contractual benefits.

The CHIEF OF POLICE shall receive an annual payment of two thousand dollars (\$2,000.00) for management of the Regional PSAP program. This payment will be made to the CHIEF OF POLICE annually on July 1st as long as the regional agreement remains in full force.

In the event that the collective bargaining agreement, for which the Chief's salary is based upon, has not been ratified prior to the start of a new fiscal year, the CHIEF shall receive retroactive pay for salary increases that occur after July 1st of the fiscal year.

The CHIEF shall receive holiday pay for the eleven (11) holidays listed in the collective bargaining agreement between the TOWN and regular police and communications officers for each holiday that the Chief performs his regular duties.

The TOWN shall pay holidays to the CHIEF as an extra day's pay over and above his weekly salary at the Chief's hourly rate in accordance with Massachusetts State Law. The TOWN shall not restrict or deny the CHIEF from performing his duties on scheduled

holidays. If the CHIEF receives additional compensation for a holiday, he shall not be entitled to an additional compensatory day off.

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 for personal reasons, since the CHIEF IS "on-call" in the event of emergency.

X. NO REDUCTION IN BENEFITS

The TOWN agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other benefits of the CHIEF OF POLICE.

XI. MODIFICATION

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

XII. LAW GOVERNING

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

XIII. 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.

XIV. LENGTH OF CONTRACT

- A. The initial term of this contract shall be for a period commencing July 1, 2016 and ending June 30, 2019. 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 renew this contract no less than ninety (90) days prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the applicable terms and conditions for an additional three (3) year period.
- C. In the event the CHIEF OF POLICE is terminated by the TOWN for any reason other than for just cause, or in the event the CHIEF OF POLICE resigns following a formal suggestion by the TOWN that he resign before the expiration of this contract, the TOWN agrees to pay the CHIEF OF POLICE a lump sum severance payment equal to the balance of any term of appointment up to a maximum of six (6) months pay.

D. In the event the CHIEF OF POLICE intends to resign voluntarily before the natural expiration of any term of employment, then the CHIEF OF POLICE shall give the TOWN ninety (90) 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 vacation, sick, holiday, personal leave and a prorated portion of any and all educational pay.

XV. APPOINTMENT AND REAPPOINTMENT

Appointment and reappointment for the CHIEF OF POLICE shall be the same as Full time Police and Communications Officers and all terms and conditions of such appointment shall apply. The standard of just cause shall apply for non-reappointment.

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

FOR THE CHIEF OF POLICE

Blythe C. Robinson

Michael J. Bradley, Jr.