

**EMPLOYMENT CONTRACT BETWEEN
THE TOWN OF ACUSHNET
AND
CHIEF CHRISTOPHER RICHMOND**

On this 8th day of Jan, 2020, the Town of Acushnet, a municipal corporation with a business address of 122 Main Street, Acushnet, Massachusetts, (hereinafter the "Town") by the Board of Selectmen and Chief Christopher Richmond (hereinafter the "Chief" or "Chief of Police") 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 Acushnet 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

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 97 of the Massachusetts General Laws, as amended.

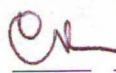
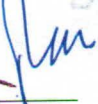


Section 2. TERM

- a. The initial term of this Contract shall commence on 11/4/2019 and end on 6/30/2022 However, this Contract may be extended as provided by its terms.
- b. The terms of this agreement will remain in effect unless and until a successor agreement is executed.

Section 3. COMPENSATION & BENEFITS

- a. All salary and fringe benefits provided in this Agreement and obligations of the parties are subject to annual appropriation by Town Meeting. The Selectmen agree to request, as part of the annual budget process, funds sufficient to meet the obligations under this Agreement.

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- b. On signing of this Contract, the Town shall pay the Police Chief an annual salary of \$125,500.
- c. After the initial signing of this Contract, the Chief's salary shall be calculated in the following manner:

Effective July 1, 2020: \$128,010.

Effective July 1, 2021: \$130,570.

The above salary increase reflects a 2% increase each fiscal year. Should department heads in Town receive a higher cost of living increase across the board, the Chief's salary will be increased to match their higher percentage.

The above compensation paid to the Chief shall be all-inclusive, and there shall be no additional payments for education, Quinn Bill, holidays, since they are already considered included, or for the performance of related duties.

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

- 1. Vacation Leave: The Chief shall be entitled to 25 days of vacation leave in each twelve (12) month period from July 1 through June 30th. No more than ten (10) vacation days may be used consecutively. Vacation time of five (5) consecutive days or more must be approved by the Town Administrator. Vacation leave shall be scheduled by the Chief so as not conflict with the needs of the Town. All vacation days are to be used by the Chief by June 30th of each year, with the exception of the buy-back provision as stated below. Previously accrued but unused vacation shall be paid in full to the Chief of Police upon separation of service.

Buy-Back Provision: In recognition of the time demands placed on the Chief of Police, up to five (5) unused vacation days may be purchased back by the Town or carried over from one year to another at the Chief's discretion if the Chief was unable to utilize those days due to on and off the job circumstances beyond the Chief's control with the approval of the Town Administrator and/or Board of Selectmen. This buyback will be paid between June 1 and June 30 of each year of the agreement.

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2. Sick Leave: The Chief shall accrue 15 sick days per year, which shall be accrued at 1.25 days per month, to a maximum of 150 days with no buy-back provision.
3. Personal Leave: The Chief shall be entitled to 3 personal days per fiscal year to be taken at the Chief's discretion. All personal days are to be used by June 30th of each year, with no buy-back provision.
4. 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 Chief, the Chief shall be granted up to 4 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, subject to approval of the Board of Selectmen, 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.
5. Holiday Pay: The Chief shall receive the following days off with pay as Holidays:





New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

If a holiday falls on a day that the Chief is using paid vacation or is required to work a full holiday due to an emergency, he will be allowed to take another day off with pay.

All Holidays falling on a Sunday will be observed on the following Monday. All Holidays falling on a Saturday will be observed on the previous Friday.

6. Longevity Pay: In addition to the above figures, but part of the Chief's regular salary, the Chief shall receive longevity pay in the following amounts:

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On August 18, 2020: \$800.

On August 18, 2021: \$1000.

On August 18, 2022: \$1000.

7. Uniform Allowance: The Chief shall receive an annual uniform/clothing allowance of \$1000, said payment to be made in the first pay period of each fiscal year of the contract thereafter.
8. Health Insurance: The Chief shall be eligible to obtain health and dental insurance coverage under a choice of plans offered through the Town. The Town shall contribute such share of the total cost of health insurance as is typical for department head positions in the Town of Acushnet.
9. Injured on Duty Benefits: As a sworn police officer, the Chief shall be eligible for injured on duty benefits as provided by G.L. c. 41, § 111F. At the Town's request, the Chief will attend and cooperate fully with an evaluation by a Town physician to determine eligibility for benefits under G.L. c. 41, § 111F or to otherwise determine fitness for duty.
10. Retirement Benefits: As a sworn police officer, the Chief shall be entitled to retirement benefits under Chapter 32 of the Massachusetts General Laws.

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, the following:

- a. Maintaining adequate public safety in the Town;
- b. Supervising the daily operations of the Department;
- c. Supervising and directing all Department personnel;
- d. Preparing and submitting the Department budget;
- e. Keeping the Board of Selectmen and Town Administrator advised of Department matters;

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- f. Submitting 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 Department;
- g. Being responsible for all Departmental expenditures, as well as the receipt of funds and property in the custody of the Department;
- h. Being responsible for all Department property in custody of the Department;
- i. Supervising and controlling of all Department equipment and motor vehicles belonging to or used by the Department;
- j. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Department;
- k. Being in charge of all special, auxiliary and/or intermittent police officers;
- l. Serving as Keeper of the Lockup (G.L. c. 40, § 35);
- m. Supervising and controlling all training programs for Department personnel and the assignment of personnel to such programs, either directly or through a designee;
- n. Maintaining the discipline of Department personnel; issuing orders, rules, regulations, policies and procedures; and assigning of all Departmental personnel to shifts and duties;
- o. Being available for hearings before any Board of the Town at which the Chief is requested to appear and before the Town Meeting when necessary;
- p. Planning, organizing, directing, staffing and coordinating Police operations;
- q. Communicating with the public, including the media, on matters related to crime, police operations and Department policy;
- r. Being responsible for the proper training and qualification of personnel for duty;
- s. Maintaining adequate books and records for the Department in such detail to furnish all information necessary for the operation of the Department and to permit analysis and report;
- t. Coordinating with other Town Departments' non-law enforcement activities as appropriate; and

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- u. Being responsible for such other reasonable duties as requested by the Board of Selectmen, either directly or through the Town Administrator, or other such reasonable duties as are consistent with the duties of a Police Chief and as may be required in accordance with the state and federal law, the Town's By-laws, the Police Department Rules and Regulations and the Town Charter.

Section 5. HOURS OF WORK

- a. 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.
- b. It is recognized that the Chief must devote a great deal of time outside normal office hours to conduct the business of the Town. The Chief, therefore, shall be allowed to take compensatory time off and alter the Chief's schedule as the Chief deems appropriate during said normal office hours, and at such times that will least adversely impact Department operations. For all purposes under the Fair Labor Standards Act, the Chief shall be considered an exempt employee and will not be eligible for overtime.

Section 6. INDEMNIFICATION


To the extent allowed under G.L. c. 258, 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.


The provisions of Section 6 shall not apply to disputes between the Town and Chief regarding the terms and conditions of his employment, any of the terms and provisions of this Agreement, or any disciplinary proceeding held pursuant to Section 12 of this Agreement, the Town Charter or Bylaws, Massachusetts General Laws c. 31 ("the Civil Service Law") or any other Massachusetts or Federal Law, or any appeal or complaint filed therefrom. Section 6 also shall not cover an intentional violation of the civil rights of any person where the Chief acted with malice.


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.

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Section 8. DEATH DURING TERM OF EMPLOYMENT

If the Chief 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 the Chief's death, including, but not limited to, unused vacation leave days.

Section 9. DUES AND SUBSCRIPTIONS

Subject to the availability of funding, the Town agrees to budget for and pay, an appropriate amount for the professional dues and subscriptions of the Chief for *continued and full participation in national, regional, state and local associations* and organizations necessary and desirable for 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 Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Police Chiefs Association and the applicable regional Massachusetts Police Chiefs Association.

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 the performance of his duties as Chief of Police, and for his professional growth and development. The vehicle may be used by the Chief for personal reasons, since the Chief is "on call" in the event of an emergency.

Section 11. PROFESSIONAL DEVELOPMENT

The Town recognizes its obligation to the professional development of the Chief and shall give the Chief adequate opportunities to develop the Chief's skills and abilities as a law enforcement administrator. Accordingly, and subject to the availability of adequate budget funding for said purpose and subject to the prior approval by the Town Administrator, the Chief shall be allowed to attend the Massachusetts Chiefs of Police Association Conference, New England Chiefs of Police Conference, and the International Association of Chiefs of Police Conference each year without loss of vacation or other leave and shall be reimbursed by the Town for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences. Additionally, and subject to prior approval by the Town Administrator and/or the Board of Selectmen, the Town shall pay for the Chief's travel and subsistence expenses for

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short courses, institutes and seminars that, in the Chief's reasonable judgment, are necessary for professional development.

Section 12. DISCIPLINE, DISCHARGE & RESIGNATION

- a. The Chief may only be disciplined or discharged for just cause and pursuant to the provisions of Massachusetts General Laws Chapter 31, as may be amended (the Civil Service law).
- b. The Chief may also opt to appeal any suspension or dismissal to the American Arbitration Association for resolution by providing written notice to the Board of Selectmen or Town Administrator within 20 days of being notified of such action. The Chief may not appeal any suspension or dismissal to both the Civil Service Commission and the American Arbitration Association but rather must opt for one fora or another.
- c. In the event that the Chief intends to resign his position as Police Chief during the term of this Contract, the Police Chief shall give the Board of Selectmen and Town Administrator three (3) months written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. The Police Chief will fully cooperate to ensure a smooth transition.


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. POLITICAL ACTIVITIES


The Acushnet Police Department upholds the values of Sir Robert Peele's 9 Principles of "Fair and Impartial Policing". To maintain those values and the department's impartiality, the Chief of Police agrees that his role in political activities shall be limited to private vote. During his tenure as the Chief of Police for the Town of Acushnet, he agrees to not participate in public fundraisers for individuals campaigning for public office or the election/re-election process. This includes public appearances at "fundraising events", named endorsement, private financial support, or written nomination. This agreement does not prohibit the Chief of Police from a working professional relationship with elected officials in the performance of his daily duties that come with executing the mission of the Acushnet Police Department.

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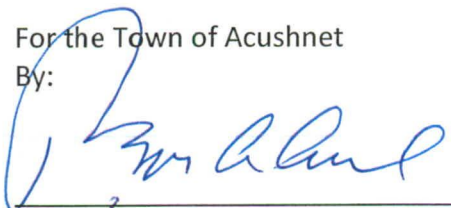
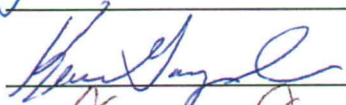

Section 15. MISCELLANEOUS PROVISIONS

- 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.

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


For the Town of Acushnet


By:







For the Chief of Police




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