

POLICE CHIEF EMPLOYMENT CONTRACT
Town of Pelham and Gary L. Thomann

Agreement made this 1ST day of JULY 2017, by and between the Town of Pelham (hereinafter the "City/Town") and Gary L. Thomann of _____, Massachusetts (hereinafter the "Chief" or "Chief of Police").

WHEREAS, the Town of Pelham is desirous of securing the services of the Chief in the administration of 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 of Pelham and the Chief hereby agree that the following terms and conditions shall govern the salary, fringe benefits, and other terms and conditions of Gary L. Thomann's employment as chief of Police.

1. DUTIES

The administrative control of the Police Department for the Town of Pelham shall be the responsibility of the Chief.

The Chief's duties shall include but not be limited to the following:

- A. Supervision of the daily operation of the Police Department.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Police Department budget.
- D. Submission of reports to the City/Town either orally or in writing when requested or required in order to ensure the proper communication between the Town of Pelham 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, auxillary and/or reserve police officers, if any.

I. Supervision and control 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 Selectman the Town of Pelham 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, including so-called "paid details," mutual aid, regional task force or similar enforcement efforts, and coordination with the State Police where the Chief deems it appropriate.

M. Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.

2. HOURS OF WORK

A. The Chief agrees that the usual hours of work of the Police Chief will be 9:00am -- 5:00pm Monday through Friday, and that any major changes to this will be by the agreement of the Select Board liaison to the Police Department.

B. It is recognized that the Chief must devote a great deal of time outside the normal office hours to the business of the Town, and to that end, the Chief 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.

3. **INDEMNIFICATION**

To the extent permitted by law, the Town agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties.

A. ***Professional Liability***

The Town agrees to furnish at its expense professional liability insurance for the Chief with liability limits of no less than One Million (\$1,000,000.00) Dollars.

B. ***Disability***

The Town agrees to make available to the Chief disability policy benefits equivalent to those that are currently being provided to other non-union employees.

C. ***Miscellaneous***

The Chief shall be eligible for all health and life insurance benefits for which other 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 non-union officers of any rank of the Police Department.

D. ***Injured on Duty***

As a sworn police officer, the Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

4. **DUES AND SUBSCRIPTIONS**

The Town agrees to budget and to pay for the professional dues and subscriptions of the Chief for his/her 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 Western Massachusetts Chiefs of Police Association any applicable regional police chiefs association(s).

5. PROFESSIONAL DEVELOPMENT

The Town recognizes its obligations to the professional development of the Chief of Police, and agrees that the Chief shall be given adequate opportunities to develop his/her skills and abilities as a law enforcement administrator; accordingly, the Chief will be allowed to attend the Massachusetts, New England, and International Association Police training conferences 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 for short courses, institutes, and seminars that, in the chief's reasonable judgment, are necessary for his/her professional development.

The Town shall reimburse the Chief for reasonable expenses incurred in connection with his/her attendance at professional management development courses and/or seminars, including, but not limited to, tuition for one college level course per semester at a college of the Chief's choice in his/her pursuit and attainment of an undergraduate degree in criminal justice, subject to the prior approval of the Board and subject to appropriation.

6. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his/her 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, payment for any unused vacation, personal, and compensatory time leave days.

7. DISCIPLINE OR DISCHARGE

A. It is agreed that the Chief of Police can be disciplined or discharged only for just cause, upon proper written notice, 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 be held as an open or public hearing. The principle of progressive discipline will apply and the Town recognizes its obligation to provide the Chief with yearly performance evaluations.

B. The Chief may appeal any discipline or discharge to the Superior Court as permitted by law.

C. In the event of the suspension or discharge of the Chief, if the Court shall reverse or modify a suspension or discharge, the Chief shall be entitled to back pay and benefits.

8. COMPENSATION

For the term July 1, 2017 to June 30, 2018, the Chief shall be paid a salary of sixty one Thousandone hundred and seventy seven (\$61,177.00)

The Chief shall receive at least the same number of sick days, vacation days, personal days, bereavement days, holiday pay, longevity pay, educational pay, uniform and cleaning allowance, health and life insurance, and all other benefits as do any of the non-union employees of the Town.

In each succeeding year of this Contract, the Chief shall receive the same salary as stated above plus the same percentage salary increase as non-union employees for the Town in each of said years, as well as any increase in other contractual benefits to other non-union Town Employees.

The Town shall provide a police vehicle for use by the Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of his/her duties as Chief and for his/her

end of its initial term, this Contract shall automatically be extended on the then applicable terms and conditions for an additional six month period.

C. 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 sixty (60) 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 accrued but unused leave.

14. ANNUAL APPROPRIATION

The terms of this contract are subject to annual appropriation by Town Meeting.

15. Uniform Cleaning

The Town agrees to pay \$60 a month or \$720 a year for the use of dry cleaning of uniforms.

16. EMD/ Emergency Management Director

The town Aggress to pay \$125.00 a pay period or \$3000 a year for the Responsibilities of that position.

17. Police Chief will meet with the Board of Selectmen no less than once a year in open under performance review to discuss current issues at the end of the fiscal year.

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

William Maclell

[Signature]

[Signature]

Select Board

THE CHIEF OF POLICE

[Signature]

APPROVED AS TO FORM:

Town Counsel