

POLICE CHIEF CONTRACT

Agreement made this 1st day of January 2023 by and between the Town of Princeton (hereinafter the "TOWN") and Paul Patriarca of Grafton, 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

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 employment, salary, and fringe benefits payable under this contract to which said CHIEF shall be entitled as CHIEF OF POLICE.

1. DUTIES

The administrative control of the Police Department for the TOWN shall be the responsibility of the CHIEF OF POLICE. The CHIEF OF POLICE shall report to the Town Administrator and will make himself available to the Selectboard as needed.

His duties shall include but not be limited to the following:

- A. Supervision of the daily operation of the Police Department which includes the Police bargaining unit.
- B. Supervision of all departmental personnel.

- C. Preparation and submission of the Police Department budget and five-year capital plan.
- 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 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 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.

2. **HOURS OF WORK**

A. As a department head, the CHIEF agrees to work those hours, as required, which are reasonably necessary for the CHIEF to faithfully perform the duties of CHIEF OF POLICE under this Contract.

B. If the CHIEF is working a shift at any time on any day listed as an observed holiday in the Town's personnel policy, he shall be granted an additional day's pay in accordance with Mass. Gen. Laws c. 147 s. 17F

3. **PROBATIONARY PERIOD**

The probationary period shall begin upon the effective date of this agreement and shall be for six months.

4. **INDEMNIFICATION**

Subject to the provisions of Mass. Gen. Laws c. 258, the TOWN agrees that it shall defend, save harmless and indemnify the CHIEF OF POLICE against any tort, professional liability claims or demand or other civil or criminal legal action arising out of an alleged act or omission, except an intentional violation of civil rights of any person, occurring in the performance of the CHIEF'S duties as CHIEF OF POLICE of the TOWN. The TOWN'S indemnification obligations to the CHIEF OF POLICE shall not extend to any disciplinary or other action taken or brought against the CHIEF OF POLICE by the TOWN. This provision shall survive any termination of this Agreement with respect to acts or omissions while serving as the CHIEF.

5. **INSURANCE**

A. *Professional Liability*

The TOWN agrees to furnish, at its expense, Law Enforcement Liability Coverage, General Liability Coverage and Public Official's Liability Coverage with liability limits of One Million (\$1,000,000.00) Dollars.

B. *Miscellaneous*

The CHIEF OF POLICE shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible. The TOWN agrees to contribute towards 75% of the premium for health insurance.

C. *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.

6. DUES AND SUBSCRIPTIONS

The TOWN agrees to budget and to pay an appropriate amount for the professional dues and subscriptions of the CHIEF OF POLICE for his continued 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 Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Police Chiefs Association and the applicable regional Massachusetts Police Chiefs Association.

7. AUTOMOBILE

The duties of the Chief of Police require that the CHIEF have exclusive and unrestricted use of an unmarked police vehicle at all times during his employment with the TOWN. The TOWN shall provide a police vehicle, outfitted with emergency equipment at the TOWN'S Expense, for use by the CHIEF. Said vehicle use is provided incident to the law enforcement duties of the CHIEF enabling him to report directly to crime scenes and emergency situations. The TOWN shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The CHIEF shall be permitted to use said vehicle for personal reasons incidental to the CHIEF'S law enforcement functions, and during off-duty hours, since the CHIEF is "on call" in the event of an emergency. Such personal use shall not include use for recreational or vacation purposes.

The CHIEF OF POLICE may occasionally and upon mutual agreement of both parties, use his own private automobile for his duties as CHIEF OF POLICE. The TOWN shall reimburse the CHIEF OF POLICE at the current IRS mileage rate when such vehicle is 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.

8. 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 will be allowed, subject to approval of the Town Administrator and availability of funds, to attend the Massachusetts Chiefs of Police Association Conference, the 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 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 expenses of the CHIEF OF POLICE for short courses, institutes, and seminars that, by agreement of the parties are determined to be necessary for his professional development.

The TOWN shall reimburse the CHIEF for reasonable expenses incurred in connection with his attendance at professional management development courses and/or seminars.

9. 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, unused vacation, holidays, and personal days and sick days up to one hundred and thirty-five (135) accrued days.

10. DISCIPLINE OR DISCHARGE

It is agreed that the CHIEF OF POLICE can be discharged only for just cause, upon proper notice and only after a hearing. 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 or public hearing. The term "proper notice" as it appears in this section means that written notice of the hearing must be provided 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 the evidence in support thereof in such specificity so that the CHIEF may understand and prepare his defense; and (iv) the range of discipline considered. The TOWN recognizes its obligation to provide the CHIEF with annual performance evaluations.

11. COMPENSATION

The CHIEF OF POLICE's salary rate, pro-rated for any portion of a year, shall be \$127,000 commencing January 1, 2023. Said salary shall increase to \$130,810 on January 1, 2024, and \$130,810 on January 1, 2025, until the remainder of this contract. Said sums include the benefits of MGL c. 41, §108L, the so-called "Quinn Bill", regardless of the amount, if any, the state appropriates as its share of such benefit. The Chief of Police shall not receive longevity payments under the Personnel Policy. Except as provided herein, the CHIEF OF POLICE shall receive all other

benefits as outlined in the Town's Personnel Policy.

The CHIEF shall be entitled to three (3) weeks of vacation Effective January 1, 2023. The Chief shall receive four (4) weeks' vacation effective January 1, 2025, and for the remainder of this contract. A week shall be defined as five (5) working days.

No more than thirty (30) days of unused vacation may be carried over from one fiscal year to another and any days in excess of thirty (30) will be sold back to the TOWN. Vacation leave shall be scheduled by the CHIEF so as not to conflict with the needs of the TOWN.

The CHIEF shall receive an annual allowance of \$1,000 each fiscal year for the purchase and maintenance of uniforms, less taxes, and other customary withholdings.

12. 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 OF POLICE, except to the extent that such reduction is evenly applied across-the-board for all employees of the TOWN.

13. MODIFICATION

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

14. LAW GOVERNING

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

15. 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.

16. MISCELLANEOUS

A. The CHIEF shall be considered an exempt employee under the Fair Labor Standards Act.

B. All cost items of this contract shall be subject to appropriation.

17. LENGTH OF CONTRACT

A. The term of this Contract shall commence on January 1, 2023, and end December 31, 2025. This Contract shall supersede any prior Contract between the parties.

B. In the event the CHIEF OF POLICE 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 OF POLICE a lump sum severance payment equal to balance of any term of appointment but in no event less than six (6) months' salary and benefits. The non-renewal of the CHIEF's contract at the end of any term shall not be considered a termination and the CHIEF shall not be entitled to any compensation for the same.

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 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 unused accumulated vacation, holiday, and personal leave.

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
SELECTBOARD

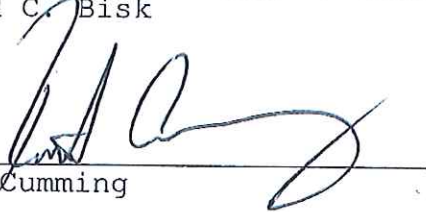
CHIEF OF POLICE
PAUL PATRIARCA

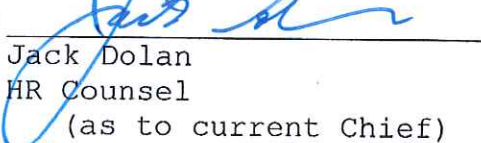
By: 
Karen G. Cruise, Chair

By: 
Paul Patriarca

By: 
Richard C. Bisk

APPROVED AS TO LEGAL FORM:

By: 
Robert Cumming

By: 
Jack Dolan
HR Counsel
(as to current Chief)