

# **POLICE CHIEF EMPLOYMENT CONTRACT**

Town of Chilmark & Brian A. Cioffi  
2011

Agreement made this 5<sup>th</sup> day of April, 2011, by and between the Town of Chilmark (hereinafter the "Town of Chilmark") and Brian A. Cioffi of the Chilmark Police Department, Massachusetts (hereinafter the "Chief" or "Chief of Police").

WHEREAS, the Town of Chilmark 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 Chilmark and the Chief, pursuant to MGL c. 41, s. 108O, 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.

## **1. DUTIES**

The administrative control of the Police Department for the Town of Chilmark 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 Town of Chilmark either orally or in writing when requested or required in order to ensure the proper communication between the Town of Chilmark 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, 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 the Town of Chilmark 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.

N. Such other duties as may be from time to time assigned by the town through the Board of Selectmen.

## **2. 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 Chief of Police under this Contract.

### 3. **INDEMNIFICATION**

The Town of Chilmark 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 of Chilmark 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. ***Miscellaneous***

The Chief shall be eligible for all health and life insurance benefits for which other Town employees are eligible. The Town of Chilmark 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.

#### C. ***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 of Chilmark 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 of Chilmark, 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 any applicable regional police chiefs association(s).

**5. USE OF PERSONAL AUTOMOBILE**

The Chief may, upon mutual agreement of both parties, use his/her own private automobile for his/her duties as Chief of Police. In the event such agreement is reached, the Town of Chilmark shall reimburse the Chief at the rate of equal to the that of the Federal rate per mile when such vehicle is used by the Chief in connection with the performance of his/her duties as Chief of Police and for his/her professional growth and development.

**6. PROFESSIONAL DEVELOPMENT**

The Town of Chilmark 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 of Chilmark for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences in accordance with the towns reimbursement policy.

The Town of Chilmark 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 in accordance with the towns reimbursement policy.

The Town of Chilmark 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.

**7. DEATH DURING TERM OF EMPLOYMENT**

If the Chief dies during the term of his/her employment, the Town of Chilmark 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 leave days.

**8. PERFORMANCE EVALUATION**

The Board of Selectmen shall review and evaluate annually the performance of the Chief of Police.

**9. DISCIPLINE OR DISCHARGE**

A. It is agreed that the Chief of Police can be disciplined or discharged (which term includes non-reappointment) only for just cause, upon proper written notice of at least 30 days 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 of Chilmark 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 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-member committee shall be sufficient to uphold, modify or reverse the discharge decision.

C. The Chief may appeal any discipline or discharge upheld by the committee of arbitrators to the district court wherein the Chief 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 if he or she alleges he or she has been improperly suspended or discharged.

D. In the event of the suspension or discharge of the Chief, if the committee of arbitrators or a court shall reverse or modify a suspension or discharge, the Chief shall be entitled to back pay, benefits and counsel fees.

## **10 COMPENSATION**

For the term starting April 5<sup>th</sup>, 2011 the Chief shall be paid a salary equal to the current / appropriate step and grade scale as specified in the Personnel Plan or By-Law.

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 regular police officers of any rank of the Town of Chilmark.

In each succeeding year of this Contract, the Chief shall receive the same salary as stated above plus the next step in accordance with the current step and grade scale. The Chief will only receive such increase as long as the Chief receives a positive annual employee evaluation by the Board of the Selectmen.

The Town of Chilmark 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 duties as Chief 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. The vehicle will not be used for out of state vacations without the permission of the employer.

The chief reserves that right to choose the appropriate attire needed to fulfill his duties because the nature of the Chief duties, the fact that the Chief is on call 24 hrs a

day, may not always be available to be in an official uniform, and or the nature of the incident.

**11. NO REDUCTION OF BENEFITS**

The Town of Chilmark agrees that it shall not at any time during the term of 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 employees of the Town of Chilmark.

**12. MODIFICATION**

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

**13. LAW GOVERNING**

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

**14. 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.

**15. LENGTH OF CONTRACT**

A. The initial term of this Contract shall be for a period of three (3) years commencing April 5<sup>th</sup>, 2011. However, this Contract may be extended as provided by its terms.

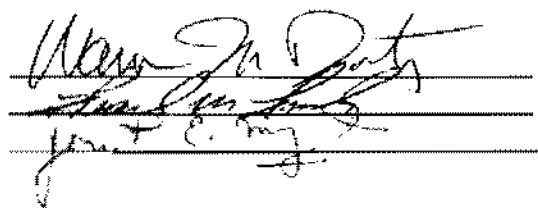
B. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than twelve (12) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional 3 year period. The contract shall remain in effect during any period of negotiation.

C. In the event the Chief is not reappointed for just cause or in the event the Chief resigns following a formal suggestion by the Town of Chilmark that he resign before the expiration of the then applicable term of employment, the Town of Chilmark 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 twelve (12) months' salary and benefits.

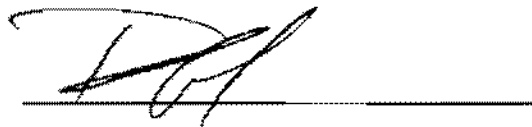
D. In the event the Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Chief shall give the Town of Chilmark thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Chief will be entitled to receive pay for any accrued but unused 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 OF CHILMARK



THE CHIEF OF POLICE



APPROVED AS TO FORM:



Town Counsel