

**AN EMPLOYMENT
AGREEMENT BETWEEN THE
TOWN OF
LONGMEADOW AND ITS
POLICE CHIEF**

THIS AGREEMENT, is made and entered into to be effective July 21, 2015, by and between the **Town of Longmeadow** (the "Town"), a Massachusetts municipal corporation, acting by and through its **Town Manager** and John Stankiewicz, its **Police Chief** (the "Police Chief"),

WITNESSETH:

WHEREAS, the Town desires to employ the services of John Stankiewicz as Police Chief of the Town of Longmeadow; and

WHEREAS, the Town Manager, pursuant to the authority granted by the Town Charter and the provisions of G.L.c 41, s.1080, may contract with the Police Chief for such services; and

WHEREAS, it is the desire of the Town Manager to provide certain benefits, establish the conditions of employment and set the salary of said Police Chief; and

WHEREAS, John Stankiewicz is willing to undertake and perform the duties of Police Chief of said Town pursuant to G.L. c 41, s. 97A and the provisions of this agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. EMPLOYMENT:

The Town hereby employs John Stankiewicz, and John Stankiewicz hereby accepts employment as the Police Chief of the Town of Longmeadow. The length of this contract shall be from the date of this Agreement until June 30, 2018.

SECTION 2. DUTIES:

The Police Chief shall perform all duties and functions as specified in the Massachusetts General Laws, rules and regulations of the Commonwealth, The Town Charter, the By-laws, rules and regulations of the Town of Longmeadow, the Police Chief Job Description, and such other duties and functions as the Town Manager shall from time to time legally assign to him.

SECTION 3. HOURS OF WORK:

The Chief is "on duty" twenty-four (24) hours per day. As a responsible manager, he will devote such time and energy to the management of the Department as required. Attendance at evening

meetings of the Select Board and other municipal boards, as well as Town meetings, as needed, is expected.

If the Chief will be absent from the Town during normal business hours for a duration longer than one (1) day or more, he shall notify the Town Manager and shall advise the Town Manager who he has designated to be in charge during his absence.

SECTION 4. TERM:

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Manager to terminate the services of the Police Chief at any time, subject to the provisions set forth in Sections 5 and 6 of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Police Chief to retire and/or resign at any time from his position with the Town, subject to the provisions set forth in Section 6, Paragraphs A and B of this Agreement. In the event the Police Chief voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Police Chief shall give a minimum of thirty (30) days notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.

C. The Police Chief agrees to remain in the employ of the Town and neither to accept other employment, nor to become employed by any other employer until the termination date hereof unless said termination is effected as otherwise provided in the Agreement. The Police Chief shall not engage in any other business unless such action is approved in advance in writing by the Town Manager as long as said business does not constitute a conflict under the terms of Chapter 268A of the General Laws of Massachusetts (the "Conflict of Interest Law"). The Police Chief further agrees that he will inform the Town Manager as to any outside business venture, directorship, or other public activity in which he engages.

SECTION 5. SUSPENSION:

The Town Manager may, by written notice, suspend the Police Chief with full pay and benefits at any time during the term of this Agreement for just cause. The Police Chief shall be entitled to a public hearing, if he so requests, of such suspension. After the hearing, the Town Manager, shall determine whether the Police Chief was suspended for just cause. If the Town Manager finds just cause, the suspension shall be sustained.

Nothing in this Section is intended to require any suspension, paid or unpaid, as a required disciplinary or pre-termination measure. In any situation not covered by Chapter 268A, Section 25 of the General Laws where the Police Chief is charged with felony, the Town Manager may, after providing him with a public hearing, and finding just cause to believe that the Chief committed the offense, place him on unpaid suspension. An unpaid suspension may also be imposed pending disposition of any criminal charges or any investigation being conducted by federal, state or local authorities into his conduct. The Town Manager and the Town shall not thereafter be liable for any obligation of wage payments during such suspension period unless the Town Manager action is properly found to have been arbitrary, capricious and lacking of any reasoned basis.

For the purpose of suspension, termination of employment or removal from office, the definition of just cause includes but is not limited to the following:

1. Inefficiency, incapacity, conduct unbecoming, or insubordination, as opposed to mere personality difference, for example.
2. Malfeasance – defined as a wrongdoing or misconduct by a public official in the line of work, or the commission of an act that is positively unlawful.
3. Misfeasance – defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others.
4. Nonfeasance- defined as the failure to do what the Town Manager requires to be done, as long as it is not illegal and does not constitute a conflict of interest.

The Town Manager recognizes that it is difficult to be fully informed on all issues all the time. However, it is expected that the Police Chief will make a good faith effort to fully accomplish this to the best of his ability.

SECTION 6. TERMINATION:

This Agreement may be terminated upon the occurrence of any of the following:

- A. Whenever the Town Manager and the Police Chief mutually agree to the termination in writing.
- B. The retirement and/or resignation of the Police Chief. If the Police Chief decides to resign or retire, he will not receive any severance pay, as defined under Section 6C, second paragraph.
- C. The Town Manager for just cause shall have the right to terminate the employment of and remove the Police Chief from office in accord with Section 5 of this Agreement.

In the event of any termination under this Section 6C, the Town agrees to continue the salary of the Police Chief and the health/life insurance premium contributions, after his removal from the job, for a period equal to three (3) months.

The Police Chief shall be entitled to compensation for 100% accumulated vacation and personal days upon any removal, regardless of the reason for any removal.

- D. Any severance pay due under this Agreement shall survive any termination of this Agreement.

SECTION 7. COMPENSATION:

The Chief shall, while employed by the Town, be paid a weekly amount in accordance with the Professional, Technical and Administrative Scale, including annual steps, plus COLAs as

adopted and applied to that scale. The Chief's base pay for the first year of the contract shall adhere to the following schedule: Grade 6, Step 12.

In addition to his base salary, in each of the contract years, the Chief shall receive a 15% Police Career Incentive payment.

Further, the Chief shall receive the same number of vacation days, personal hours, and bereavement days as any of the Professional, Administrative, and Technical personnel. These benefits shall be calculated based upon an anniversary date of July 21, 2015. The Chief's sick leave credit shall accrue at the rate of one day per month of employment. Sick leave shall be allowed in the following cases:

- a. Illness or physical incapacity, exclusive of disabilities covered by injured-on-duty leave.
- b. Enforced quarantine in accordance with community health regulations.
- c. Sick leave shall not be available when the incapacity is the result of drug or alcohol abuse, deliberately self-inflicted wounds, or is a disability for which another employer is liable under State Workers' Compensation law, except as provided in d.
- d. To attend bona fide alcoholic or drug rehabilitation programs.

The Chief may carry forward up to five (5) vacation days annually. Such days, including any other accrued but unused vacation and personal days, will be paid out upon the Chief's retirement. No accumulated sick leave will be paid out upon retirement.

The Chief has 10 vacation days accrued as of the execution of this agreement and these must be used within one (1) year from date of execution of this agreement.

SECTION 8. EVALUATION:

In advance of each fiscal year, the Town Manager shall review and evaluate the performance of the Police Chief. Evaluation criteria may be added to or deleted from as the Town Manager may from time to time determine, in consultation with the Police Chief.

Each year the Town Manager and the Police Chief shall develop such goals and performance objectives which they determine necessary for the proper operation of the Town and the attainment of the Town Manager's objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced in writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town.

In effecting the provisions of this Section, the Town Manager and the Police Chief mutually agree to abide by the provisions of applicable law.

SECTION 9. HEALTH AND LIFE AND DISABILITY INSURANCE:

The Town shall provide the Police Chief health insurance and life insurance as provided to other Town employees.

If different policies are available within the Town, it is the intent of this provision that the Police Chief has the health and life insurance generally made available to department heads reporting to the Town Manager.

SECTION 10. PERSONAL LEAVE:

The Police Chief shall be allowed three (3) personal days per year, to be credited to him upon the first day of employment by the Town and each annual anniversary date of such thereafter. There shall be no carry-over of personal leave.

SECTION 11. HOLIDAYS:

The Police Chief shall be entitled to the following holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, in addition to any other holidays provided generally to other town employees.

SECTION 12. INDEMNIFICATION:

To the extent permitted by law, the Town shall defend, save harmless and indemnify the Police Chief against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Police Chief duties, even if said claim has been made following his termination from employment provided that the Police Chief acted within the scope of his duties. The Town may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This section shall survive the termination of the Agreement and inure to the benefit of the heirs of the Police Chief.

SECTION 13. OTHER BENEFITS:

Subject to this Agreement, all other provisions of the Town's By-laws and policies relating to general employee benefits, as they now exist or hereafter may be amended, shall also apply to the Police Chief as they would to other employees of the Town, including the jury duty benefit, in addition to the benefits enumerated specifically herein for the benefit of the Police Chief. The express provisions of this document supersede any conflicting bylaws or policies.

SECTION 14. PROFESSIONAL DEVELOPMENT:

The Town Manager recognizes and encourages the Police Chief to join professional organizations that are typically affiliated with municipal law enforcement. The Town agrees to pay up to \$2,500 per year from the budget for the travel and subsistence expenses of the Police Chief for short courses, programs and seminars within Massachusetts or outside that are necessary for his professional development and for the good of the Town, subject to the prior approval of the Town Manager. The Chief may use grants funds to supplement these town funds for professional development.

SECTION 15. DUES AND SUBSCRIPTIONS:

The Town agrees to budget and pay for the professional dues and subscriptions of the Police Chief necessary for him to maintain membership in the following professional organizations: Massachusetts Chiefs of Police Association; Western Massachusetts chiefs of Police Association; IACP and LEEDA and any other organizations deemed by the Town Manager as necessary and desirable.

SECTION 16. GENERAL EXPENSES:

The Police Chief shall be reimbursed for any necessary and reasonable expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic events, subject to the availability of funds.

SECTION 17. AUTOMOBILE:

The Town shall provide a 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 for reasonable personal reasons locally, since the Chief is "on call" in the event of an emergency requiring his response.

SECTION 18. UNIFORM ALLOWANCE:

The Police Chief shall be reimbursed annually up to \$1,250.00 for clothing and equipment used in the performance of his duties. This allowance shall not be included in salary calculations or the so-called Quinn Bill or other educational incentive, retirement or any other benefit.

SECTION 19. NOTICES:

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail to his last known residence, in the case of the Police Chief, or to the Town Manager, in the case of the Town.

SECTION 20. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

The Police Chief agrees that any and all claims arising out of a suspension, an involuntary transfer to a lower paid position, or termination of employment, other than a claim for unemployment or workers compensation benefits, shall be submitted for final and binding resolution to arbitration under the rules of the American Arbitration Association or, upon mutual agreement by the Town Manager and Police Chief, the Massachusetts Department of Labor Relations (formerly the Massachusetts Board of Conciliation and Arbitration.) The arbitration fees and the fees of the Arbitrator shall be paid by the Town, and the Arbitrator shall have all of the authority that a court would have if reviewing the same issues. Appeals under the Massachusetts Arbitration Act or other applicable law may be taken. Both parties, in consideration of the Agreement, waive any and all rights to litigate these matters in any other forum or under any other statutory authority, and to submit any and all such issues to

arbitrations as provided herein.

Subject to this Agreement, all provisions of law of the Town or the Commonwealth of Massachusetts related to vacation, sick leave, retirement, health insurance and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Police Chief as they apply to other employees of the Town, except as otherwise provided in this Agreement.

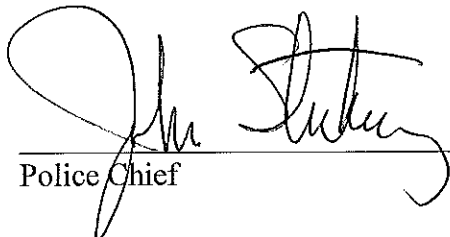
SECTION 21. NON-RENEWAL:

The Town shall provide one hundred twenty (120) days written notice if this agreement will not be renewed upon its expiration. If such advance notice is not given, then the contract shall automatically renew for one (1) year.

SECTION 22. GENERAL PROVISIONS:


- A. This Agreement shall become effective upon signing by both parties.
- B. This Agreement may be amended in writing at any time by mutual consent of the parties.
- C. For the purposes of the Fair Labor Standards Act, the Police Chief shall be deemed an exempt employee
- D. In the event any of the provisions of this Agreement shall be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect.
- E. This contract shall prevail over any conflicting provisions of any personnel manual, rule, or regulation, but not of the Town Charter.
- F. Any and all payments due to the Police Chief under this Agreement shall be payable to his estate in the event of his death.

IN WITNESS WHEREOF, the Town of Longmeadow, Massachusetts has caused this Agreement to be signed and executed on its behalf by its Town Manager and the Police Chief has signed and executed this Agreement, both in duplicate, the day and year noted below.



Police Chief

Town of Longmeadow



Town Manager