

**APPROVED**

2/21/17 RH

C-17-15

## POLICE CHIEF EMPLOYMENT CONTRACT

Agreement made this 16 day of February, 2017, by and between the CITY OF METHUEN, by and through its Mayor, Stephen N. Zanni, III (hereinafter the "CITY" or "CITY OF METHUEN"), and Joseph Solomon of Methuen, Massachusetts (hereinafter the "CHIEF" or "CHIEF OF POLICE").

**WHEREAS**, the CITY is desirous of securing the services of the CHIEF in the administration of the Police Department; and the Emergency Management Director and the Harbor Master; and

**WHEREAS**, the provisions of Chapter 41, § 1080 allow and provide for an employment contract between the CITY and the CHIEF of POLICE; and

**WHEREAS**, the CHIEF is willing to perform the duties of the position of CHIEF OF POLICE, Emergency Management Director and the Harbor Master, according to the terms and conditions of this Employment Contract;

**NOW, THEREFORE**, the CITY and the CHIEF hereby agree that the following terms and conditions shall, subject to annual appropriation, govern the salary and fringe benefits payable under this contract to which said CHIEF shall be entitled as CHIEF OF POLICE, along with the other titles and duties defined herein.

### **1. DUTIES**

The administrative control of the Police Department for the CITY shall be the responsibility of the CHIEF OF POLICE.

The Chiefs duties shall include compliance with the Massachusetts General Laws, Code of Massachusetts Regulations, and City Ordinances and shall further 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 when requested or required in order to ensure the proper communication.
- D. Submission of reports to the CITY either orally or in writing when requested or required in order to ensure the proper communication between the CITY 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 vehicles specifications for the Police Department.
- H. Being in charge of all special, auxiliary, Intermittent 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 CITY at which the Police Department is required to appear and before the CITY COUNCIL Meetings 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.

N. Any additional duties that are prescribed by the City Charter, the City's Ordinances, and/or reasonably assigned by the Mayor.

## **2. HOURS OF WORK**

A. The Chief's responsibilities encompass a twenty-four (24) hour-a-day, seven (7) day-per week schedule. Oftentimes he is called upon to respond to emergency situations at any time of the day, night or week. The Chief further agrees to devote that amount of time and energy, which is reasonably necessary.

B. It is recognized that the CHIEF OF POLICE must devote a great deal of time outside the normal office hours to the business of the CITY and to that end, the CHIEF OF POLICE shall be allowed to take compensatory time off as he shall deem appropriate during said normal office hours at such time which the CHIEF reasonably determines will adversely impact Department operations ~~le a st~~.

## **3. INDEMNIFICATION**

The CITY agrees that pursuant to and to the extent allowed by the provisions of Chapter 258, § 9 of the General Laws, it shall defend, save harmless and indemnify the CHIEF OF POLICE against any tort, professional liability claim or demand arising out of an alleged act or omission occurring in the performance of the CHIEF'S duties as Police Chief of the CITY. This provision shall survive the termination of this contract.

## **4. INSURANCE**

### **A. Professional Liability**

The CITY agrees to furnish at its <sup>3</sup>expense professional liability insurance for

the CHIEF OF POLICE 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 CITY 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 OF POLICE shall be entitled to injured-on-duty benefits as provided in Chapter 41, Sections 100 and 111F of the Massachusetts General Laws.

**5. DUES AND SUBSCRIPTIONS**

The CITY agrees to budget and to pay for the professional dues and subscriptions of the CHIEF OF POLICE for his 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 CITY, 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 Chiefs of Police Association, The Massachusetts Major City Chiefs Association, and the applicable regional police chiefs association.

**6. PROFESSIONAL DEVELOPMENT**

The CITY 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 to attend the Massachusetts, Massachusetts Major City Chiefs, New England and International Chiefs of Police Association training conferences and the three (3) School Safety Advocacy Council's conferences/trainings each year without loss of vacation or other leave, and will be reimbursed by the CITY for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

The CITY also agrees to budget and pay for travel and subsistence expense of the CHIEF OF POLICE for short courses, institutes, and seminars that, in the chief's reasonable judgment, are necessary for his professional development.

#### **7. DEATH DURING TERM OF EMPLOYMENT**

If the CHIEF OF POLICE dies during the term of his employment, the CITY 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, full payment to include education incentive/Quinn incentive for any previously accrued but unused vacation time, personnel time, sick time, compensatory time, contractual time and any other contractual buybacks or retirement buyback benefits.

#### **8. DISCIPLINE OR DISCHARGE**

A. As a civil service police chief, it is acknowledged that the Chief can be disciplined pursuant to G.L. c. 31, § 41 only for just cause, upon proper notice and only after a hearing before the appointing authority and his/her designee, at which the Chief shall have the right to be represented by counsel and to present evidence. At any such hearing, the Chief shall have the option of choosing whether or not the hearing shall be closed to the public or be open to the

public. The principle of progressive discipline will apply, unless a particular issue warrants, in the opinion of the appointing authority and subject to further review as described below, a higher level of discipline.

B. Following any imposition of discipline, the Chief has the right to challenge discipline that is subject to the jurisdiction of the Civil Service Commission to that body. For any discipline that is not subject to the jurisdiction of the Civil Service Commission, or for any discipline that is subject to the jurisdiction of the Civil Service Commission but as to which the Chief provides a written notice that he will forego his right to appeal before the Civil Service Commission in favor of arbitration, the Chief may appeal the discipline to an arbitrator. The City and the Chief may endeavor to agree upon a mutually acceptable arbitrator but, if unable to agree upon an arbitrator within five business days of the discipline, a demand for arbitration thereafter may be filed by the Chief with the American Arbitration Association for the selection of an arbitrator according to its normal and usual business practice procedures. The arbitrator selected will be empowered to decide whether just cause exists to discipline the Chief. Either party may appeal the arbitration award to the Superior Court as allowed by law.

C. The City and the Chief will be responsible for their own fees and costs, and will split the cost of the arbitration process equally, including the arbitrator's fees, provided however, that in the event that the discipline of the Chief is reversed or modified by the arbitrator or a court, the Chief is entitled to his back pay, lost benefits, interest on his back pay and lost benefits at the statutory rate of 12% per year, as well as payment for all legal fees and expenses incurred through the disciplinary and appeal processes.

## **9. COMPENSATION**

A. The Police Chief's Salary shall be established under the provisions of

Massachusetts General Laws, Chapter 48, Section 57G. Pursuant thereto, said salary shall be calculated at a ratio of 2.5 times the highest paid permanent, full time police officer for the period beginning on the date of execution hereof until June 30, 2017. As of July 1, 2017, and continuing for the length of this agreement and any extensions of this agreement, said salary shall be calculated at a ratio of 2.6 times the highest paid permanent, full time police officer.

a) Night Shift Differential

In addition to the foregoing salary and during the term of this Agreement, including any extensions, the Chief shall also be paid a night differential equal to the highest applicable amount or percentage available to officers of any rank of the Police Department of his base pay. Said differential shall not be treated as part of his base pay or for any other purpose.

b) Firearm Permit Fee

Once retired the chief shall receive a waiver of the firearm permit fee.

## **10. USE OF A MOTOR VEHICLE**

The CITY 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. It may be used by the CHIEF for personal reasons, since the CHIEF is "on-call" in the event of emergency.

## **11. NO REDUCTION OF BENEFITS**

The Chief shall receive the maximum of the following benefits: at least the same number of sick days, vacation days, personal days, bereavement days, holiday pay, longevity pay, educational incentive pay/Quinn, uniform and cleaning allowance, health and life insurance,

contractual time, training/seminar compensation time, hazard duty pay and other benefits, and all other retirement buyback benefits to include educational incentive/Quinn incentive as do any of the regular police officers of any rank of the CITY receive as of the execution date of this contract. In order to promote the health and safety of the Chief, at least one week of vacation must be taken per fiscal year, any vacation hours earned or accrued for the present fiscal year or for any previous or subsequent years may be sole back to the City such time being calculated into his annual salary. If in any one year the Police Chief exceeds the 265 day (2,120 hour) cap on accumulation of sick days, the municipality will pay annually, as of June 30th of each fiscal year, to the Police Chief, an amount equal to half the full value of a day, per eight-hour day, for each eight-hour day which would exceed the 265 day (2,120 hour) cap.

## **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.

## **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. LENGTH OF CONTRACT**

A. The initial term of this Contract shall be for a period commencing March 1, 2017 and ending February 28, 2022. However, this Contract may be extended as



provided by its terms. This provision is pursuant to G.L. c.41, § 1080.

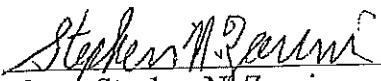
B. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract or extensions no less than one hundred and eighty days prior to the end of its initial or any extended terms, this Contract shall automatically renew for a term of two years. However the terms of this Agreement shall remain in full force and effect until an extension hereof or successor agreement is agreed upon and approved.

C. In the event the CHIEF OF POLICE is discharged or in the event the CHIEF OF POLICE resigns or retires before the expiration of the then applicable term of employment, the CHIEF will be entitled to receive full payment for the full balance of any previously accrued but unused vacation time, personnel time, sick time, compensatory time, contractual time and any other contractual buybacks that the Police Chief may be entitled to unless the parties otherwise agree in writing.

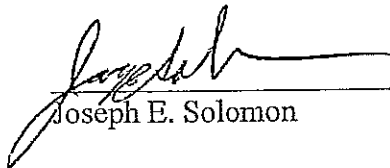
D. Involuntary Resignation: In the event the Chief resigns following a formal suggestion by the City that he resign before the expiration of the then applicable term of employment; the City agrees to pay the Chief a lump sum severance payment equal to the balance of any term of the contract.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal to this instrument on the 16 day of February, 2017.

CITY OF METHUEN

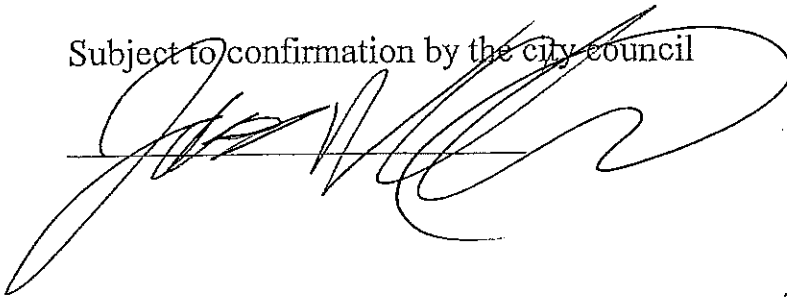
  
Mayor Stephen N. Zanni

CHIEF OF POLICE

  
Joseph E. Solomon

Subject to confirmation by the city council

Date: 2/21/17

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be a name like "John W. [unclear]".