

**TOWN OF TOWNSEND  
CONTRACT OF EMPLOYMENT  
CHIEF OF POLICE**

This Contract of employment (Contract) made this 3<sup>rd</sup> day of October 2017 by and between the Town of Townsend (Town) and Richard B. Bailey, Chief of Police ("Chief"),

***WITNESSETH THAT:***

1. **EMPLOYMENT:** The Town, by and through its Board of Selectmen (the Board) hereby employs Richard B. Bailey as Chief of Police of the Town, pursuant to Massachusetts General Laws, Chapter 41, Section 97A and the Townsend Home Rule Charter.
2. **TERM:** The term of this Contract shall be for a three (3) year period commencing October 3, 2017 and ending October 2, 2020.<sup>1</sup>
3. **HOURS OF WORK:** The Chief agrees to devote that amount of time that is reasonably necessary for the Chief to faithfully perform the duties of the position of the Chief of Police. It is recognized that the Chief must devote a great deal of time outside of normal office hours to the business of the Town, and to that end, the hours of work for the Chief shall not be specified.
4. **COMPENSATION:** The Chief and the Board agree that the position of Chief of Police is hereby removed from the Town's non-union compensation and classification plan. The Town shall pay the Chief during the term of this Contract on the following basis:
  - a) October 3, 2017- June 30, 2018: Annual Base Salary, inclusive of all education benefits, of \$130,000.00.
  - b) Each fiscal year thereafter: Annual Base Salary shall be based upon performance and shall be determined by negotiation of the parties. If the parties determine through such negotiation that a base raise is due in no event shall the base be increased by anything less than the increase received by any subordinate(s) in the organization.
5. **UNIFORM ALLOWANCE:** The Town shall pay all costs for initial issue of all of the necessary uniforms, equipment and supplies for the Chief.

In each fiscal year, beginning in FY 19, of the contract the Town shall pay to the Chief a

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<sup>1</sup> The Chief will turn sixty-five (65) years old on March 9, 2020. The TOWN hereby commits to taking any and all actions that may be required of the town to allow the Chief to continue his employment.

uniform/equipment/ clothing allowance in the amount of \$1,250.00. Said allowance shall be used for any uniform/equipment/clothing used in the performance of his regular assigned duties. Dry cleaning shall be an allowable expense under this section.

6. **POLICE BENEFITS:** The Chief shall be entitled to all injured-on-duty benefits and retirement benefits to which other full-time police officers of the Department are entitled.
7. **INSURANCE BENEFITS:** The Chief shall be entitled to all health and life insurance benefits to which other Town employees are entitled.
8. **INDEMNIFICATION:** The Town shall defend, save harmless and indemnify the Chief, for not less than an amount of \$1,000,000.00, 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 his duties as Chief, even if said claim has been made following his termination from employment, except an intentional violation of the civil rights of any person, provided that the Chief acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Chief.

The Town shall reimburse the Chief for any attorney's fees and cost incurred by the Chief in connection with such claims or suits involving the Chief in his professional capacity.

This section shall survive the termination of this Agreement.

9. **ANNUAL VACATION, SICK, PERSONAL AND BEREAVEMENT LEAVE:**

- a) The Chief shall be entitled to a grant of twenty-five (25) days annual vacation leave per fiscal year. In recognition of the demands serving as Chief and due to unforeseen circumstances, with approval of the Board of Selectmen, the Chief may be paid for his unused vacation time, not to exceed ten (10) days. Remaining unused vacation time shall be forfeited.
- c) The Chief shall be entitled to a grant of four (4) personal days per year, non-cumulative, for the purpose of transacting or attending to personal, business, or household matters.
- d) The Chief shall be entitled to a grant of sick leave in the amount of 15 days per year commencing April 25, 2017. Further, this contract acknowledges that sick time has no monetary value, and as such, any sick time remaining at the time of the Chief's retirement will be forfeited at no cost to the Town.

- e) If the Chief is sick for three (3) or more days, the Board of Selectmen may require a doctor's certificate at the Town's expense.
- f) The Chief shall receive up to three (3) consecutive working days leave with full pay for making arrangements and attending the funeral upon the death of a family member of his or her immediate family, which shall include the following persons: husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparents. All other relatives who do not fall into this category, bereavement time shall be one (1) day.

**10. HOLIDAYS:** The following days or days observed as such, shall be recognized as paid holidays:

|                        |                  |               |
|------------------------|------------------|---------------|
| New Years Day          | Thanksgiving Day | Memorial Day  |
| Washington's Birthday  | Independence Day | Christmas Day |
| Columbus Day           | Veterans Day     | Labor Day     |
| Martin Luther King Day | Patriot's Day    |               |

If the holiday falls on a day off, the Chief will receive a day's pay.

If the Chief is required to work on a holiday, he will receive the holiday pay plus normal pay for all hours worked.

If the holiday falls within the vacation period of the Chief, he shall receive an additional day of vacation.

**11. AUTOMOBILE:** The Town shall provide a police vehicle for use by the Chief and shall be responsible for all necessary maintenance, expenses and insurance on such vehicle. 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. Since the Chief is required to be "on-call" twenty-four (24) hours a day and may be required to report to an incident or event, the police vehicle may be used by the Chief for personal reasons. The Chief may not use the vehicle for family vacations or recreational trips when the Chief would not be reasonably expected to respond to an incident or event.

**12. DUES AND SUBSCRIPTIONS:** The Town agrees to budget and to pay for the professional dues and subscriptions of the Chief 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 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 Chiefs of Police Association, FBI National Academy Association, FBI National Academy New England Association and the applicable regional police chiefs association.

13. **PROFESSIONAL DEVELOPMENT** The town recognizes its obligations to the professional development of the Chief, and agrees that the Chief shall be given adequate opportunities to develop his 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, the FBI National and New England retrainer 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 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, including, but not limited to, tuition for one college level course per semester at a college of the Chief's choice, subject to the prior approval of the Board of Selectmen and subject to appropriation.

14. **OUTSIDE EMPLOYMENT:** With prior notice to the Town Administrator, the Chief shall be allowed to work on teaching, training, and consulting outside of the Town of Townsend and on his own personal time so long as said work is not in conflict with his obligations to his position of Chief. Additionally, the Chief shall be allowed to dedicate the number of hours needed to retain his state of New Hampshire police certification.
15. **DUTIES:** The Chief shall administer the police under the policy direction of the Board of Selectmen and the administrative direction of the Town Administrator. The Chief shall be the commanding officer of all police personnel, irrespective of rank or status. The Chief shall be in immediate control of all Town property used by the department. He shall be deemed to be on duty twenty-four (24) hours a day, except during absences provided in Paragraph 9. He shall have direct charge of all law enforcement activities of the Town.
16. **DISCIPLINE - REMOVAL - TERMINATION - NONRENEWAL:** The Town may discipline the Chief by oral reprimand, written reprimand or removal. The Chief shall not be removed, reprimanded or otherwise disciplined in any way, except for just cause. The principle of progressive discipline will apply and the Town recognizes its obligation to provide the Chief with periodic performance evaluations.
- a) The Town may suspend the Chief with benefit only for just cause.
  - b) The Town may remove the Chief for just cause, by unanimous vote of the Board of Selectmen after a hearing. The Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or held as an open or public

hearing. A right of appeal shall exist to the Superior Court of the Commonwealth of Massachusetts.

- c) In all phases of disciplinary action the Chief shall have the right to be represented by counsel at his own expense.
- d) In all phases of disciplinary action the Chief shall be given at least ten (10) business days prior written notice, which will include an explanation of the action being taken, the cause therefore, the date(s) and time(s) of all alleged offenses or violations of the contract, and the date and time of the hearing. After any hearing, the Board must make a written report of the evidence presented and its findings of fact. No evidence may be relied upon which was not produced at the hearing.
- e) Just cause as used in this paragraph shall mean:
  - i) Conviction of the Chief any crime (whether a felony or misdemeanor) involving moral turpitude, malfeasance, misfeasance or misprision in office;
  - ii) Failure to administer and manage the police department in an efficient, responsible manner;
  - iii) Failure after written warning to carry out the duties and responsibilities of Chief;
  - iv) Any other just cause.

**Non-Renewal:** Unless the Town provides written notice to the Chief of a unanimous vote of its intention to not renew this contract no less than twelve (12) months prior to the end of its initial or any extended terms ("notice period"), this Contract shall automatically be extended on the then applicable terms and conditions for an additional term.

The parties mutually agree that terms and conditions of this or any successor contract shall remain in full force and effect during any subsequent negotiations unless and until changes, if any, are agreed upon, are reduced to writing and executed by the parties. The parties may mutually agree to negotiate any terms and conditions of this Contract at any time.

In the event the Chief's contract is not renewed the Town agrees to pay the Chief a lump sum severance payment equal to twelve (12) months' salary and benefits on or before his last day.

In the event the Chief elects to resign 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 a lump sum severance payment equal to the balance of the full salary and benefits remaining on his contract, but in no case less than twelve (12) months'

salary and benefits on or before his last day.

Either party as provided below may terminate this Contract.

- i) By mutual written agreement, signed by the Board and the Chief, upon such terms and conditions as may be acceptable to both parties at the time of termination.
- ii) 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 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 vacation leave.

**17. RESIDENCY:**

The Chief shall live within fifteen (15) miles, border to border, of the Town of Townsend.

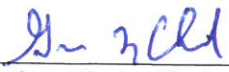
**18. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

- a) Upon resignation in good standing the Chief shall be paid on a per diem basis for all accrued but unused vacation leave and paid within thirty (30) days.
- b) The Chief shall perform his duties in accordance with the job description dated November 24, 2015, a copy of which is attached to this contract, entitled, "Job Description – Chief of Police", and incorporated herein.


**19. GENERAL PROVISIONS:**

- a) The Town 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.
- b) This writing constitutes the complete agreement of the parties as of the date of execution, and any supplemental or additional agreement or amendment to this Contract shall be effective only if in writing and signed by the Board and the Chief.
- c) If any provision of this contract or any portion thereof is held unconstitutional, invalid, or unenforceable, the remainder of this Contract shall not be affected and shall remain in full force and effect.
- d) For any clause of this contract which provides that a certain benefit to the Chief shall be subject to appropriation, the Town understands and acknowledges that it shall be responsible to budget and support any such appropriation at any and all Town Meetings.

**FOR THE TOWN OF TOWNSEND  
By Its Board of Selectmen:**

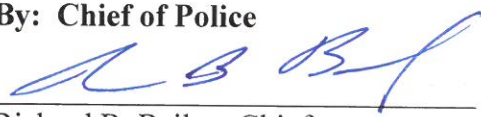
  
Gordon Clark, Chairman

  
Cindy King, Vice-Chairman

  
Sue Lisio, Clerk

Date Signed: 10/6/17

**By: Chief of Police**

  
Richard B. Bailey, Chief

Date Signed: 10/5/17