

EMPLOYMENT CONTRACT
BETWEEN
TOWN OF CHELMSFORD
AND
JAMES M. SPINNEY JR, CHIEF OF POLICE

WHEREAS, the Town of Chelmsford (the "Town") and James M Spinney Jr. (the "Chief") wish to memorialize the employment relationship of the Chief;

WHEREAS, this Contract sets forth the terms and conditions of employment associated with the office of Chief of Police, pursuant to Chapter 366 of the Acts of 1993.

1. Term

The term of this Contract will be a three (3) years period commencing March 9th, 2020 and terminating June 30th, 2023.

2. Compensation

The Town will pay the Chief a base salary of \$150,000. Effective July 1st, 2020. The Chief will receive annual pay increases in line with other Town Department Heads.

3. Uniform Allowance

The Chief will be entitled to a uniform allowance of \$900.00 per year. Uniform allowance not used by the end of each fiscal year will be forfeited.

4. Injury on Duty Benefits

As a police officer, the Chief will be entitled to injured on duty benefits as provided in Chapter 41, Section 111F.

5. Insurance Benefits

The Chief will be entitled to all health and life insurance benefits to which other Town employees are entitled.

6. Office Expenses

The Chief will be reimbursed for reasonable and necessary office expenses incurred by him in the performance of his official duties as Chief of Police.

7. Annual Paid Time Off

- a. The Chief shall earn 35 days or 262.5 hours of Paid Time Off (PTO) per year from anniversary date of hire in accordance with the Personnel Rules and Regulations. The Chief will notify the Town Manager prior to taking PTO for any period of time. The Chief will designate the Deputy Police Chief to serve as officer-in-charge ("OIC") of the Department during the absence of the Chief for any period of time when the Chief is out

of Town for one or more days and will notify the Town Manager of such action. Unless the Town Manager acts otherwise, said Deputy Police Chief will be the OIC.

b. The Chief shall be eligible to have sick leave buy- back benefits in accordance with the Town's Personnel Rules and Regulations for non-bargaining unit personnel.

c. The normal work schedule of the Chief will be Monday through Friday, however, 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, without additional compensation.

d. It is recognized that the Chief must devote a great deal of time outside the normal office hours to the business of the Town, and to that end, the Chief shall be allowed flexible time off during normal office hours during in which time the Chief reasonably believes there will be no adverse impact on the Police Department and the Town, provided that the Chief shall give notice to the Town Manager of such leave.

8. Other Benefits

The Chief will receive such other benefits generally available to employees of the Town of Chelmsford under the Personnel Rules and Regulations. The Chief will receive the same educational incentive as other police personnel, (Patrol Union). The Chief will receive Longevity according to the Personnel Rules and Regulations.

9. Automobile

The Town will provide an unmarked police vehicle, for business and personal use by the Chief during those periods when he is deemed to be on call as defined in Section 10. The Town will be responsible for all necessary maintenance expenses and insurance on such vehicle.

10. Duties

a. The Chief will be the administrative and operational head of the Police Department. The Chief will be the commanding officer of all police personnel, irrespective of rank or statue. He will have direct charge of all administrative and operational aspects of the law enforcement activities of the Town, including the assignment of Police Officer to their respective duties, but is subject to the direct authority of the Town Manager.

b. He will be deemed to be on call twenty- four (24) hours a day, except during absences when the Chief designates and officer-in- charge as provided in Section 7A.

During normal business hours, he will devote his full time and attention to his office of Police Chief.

c. He will perform his duties in a professional and competent manner and will ensure that the Department also does so.

11. Indemnification

- a. 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 his duties as Police Chief provided that the Police Chief acted in good faith.
- b. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgement rendered thereon without recourse to the Police Chief.
- c. The Town shall reimburse the Police Chief for any attorneys' fees and costs incurred by the Police Chief in connection with claims or suits involving the Police chief in his professional capacity.
- d. This Paragraph shall survive any termination of this Agreement.

12. Professional Development

- a. The town of Chelmsford recognizes its obligation for the professional development of the Chief. The Chief will be given opportunities to develop his skills and abilities as a law enforcement administrator and Police Officer. Accordingly, the Chief will be allowed to attend the New England Chiefs of Police Conference and the International Association of Chiefs of Police Conference annually without loss of vacation or other leave, The Town will pay for reasonable travel and lodging expenses incurred by the Chief in attending the above mentioned conferences, subject to appropriation. The town will pay for travel and subsistence expenses for attendance by the Chief at any course, institute, seminar, or meeting which the Chief is required by the Town to attend, subject to the availability of funds.
- b. The Town will pay for the annual dues of the Massachusetts Police Chief's Association, the New England Association of Chiefs of Police, the International Association of Chiefs of Police on behalf of the Chief, subject to the availability of funds.

13. Discipline or Discharge

- a. It is agreed that the Chief can be disciplined or discharged only for just cause, upon proper notice and only after a hearing but the appointing authority 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 Town recognizes its obligation to provide the Chief with periodic performance evaluations.
 - b. The Chief may appeal any discipline or discharge to a committee or arbitrators consisting of three (3) persons. The three persons shall be chosen as follows: one by the town Manager, one by the Chief, and one by the two so chosen. A majority of the three (3) member committee shall be sufficient to uphold a discipline or discharge decision.
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The decision of the arbitrators shall be final and binding on both parties. The cost of the Arbitration Committee shall be shared equally by the Town and the Chief.

c. If the committee of arbitrators reverses a suspension or discharge and order that the Chief be reinstated to duty, the Chief shall be entitled to back pay, benefits and counsel fees, unless otherwise provided by the Arbitrators.

d. The Town Manager retains the right to suspend the Chief with pay if he deems that the circumstances warrant a suspension.

14. Death During Term of Employment

If the Chief 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 up to the date of the Chief's death, including, but not limited to, PTO and sick leave.

15. Renewal

Ninety (90) days prior to the termination date of this Contract, the Chief may request notice from the Town Manager as to whether his appointment as Chief will be reviewed by the Town of Chelmsford.


16. General Provisions

a. 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 will be effective only if in writing and signed by the Town Manager and the Chief.

b. If any provision, or any portion thereof, contained in the Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or a portion thereof, will be deemed severable, will not be affected and will remain in full force and effect.

c. For the purposes of the Fair Labor Standards act, the Chief will be an exempt executive employee of the Town.


THE TOWN OF CHELMSFORD

By: 

Paul E. Cohen

Town Manager

Date: 7-6-2020



James M. Spinney, Jr.

Chief of Police

Date: 3-6-2020

The treasurer of the town of Holden shall be the custodian of the Fund and may deposit the proceeds in national banks or invest the proceeds by deposit in savings banks, co-operative banks or trust companies organized under the laws of the commonwealth or invest the same in such securities as are legal for the investment of funds of savings banks under the laws of the commonwealth or in federal savings and loan associations situated in the commonwealth.

The Infrastructure Investment Fund may be appropriated at an annual town meeting or a special town meeting by a two-thirds vote. For any purpose for which said town of Holden would be authorized to borrow money under section seven or eight of said chapter forty-four, other than clauses (1) and (2) of section eight of said chapter forty-four, and to pay the debt service on said projects, and which is approved by the infrastructure fund board established under section two of this act.

SECTION 2. There shall be an infrastructure investment fund board of the town of Holden consisting of seven voters of said town of Holden, of whom at least four shall be members of the finance committee of said town of Holden. Said board shall choose its own officers, set its own rules and shall serve without pay, except the clerk, who shall receive reasonable compensation for his services. The clerk of said board may or may not be a member of the board.

The infrastructure investment fund board of said town of Holden shall be appointed by the moderator of said town of Holden. The initial terms of the members shall be for one, two or three years, and so arranged that the terms of approximately one-third of the members will expire each year, and their successors shall be appointed for terms of three years each. Said board shall meet at the call of the moderator of said town of Holden or of its chairman and shall choose its chairman and clerk. The moderator shall forthwith fill by appointment any vacancies which occur in this membership and said appointee shall serve for the remainder of his predecessor's term of office.

The infrastructure investment fund board shall consider matters relating to appropriations from the Infrastructure Investment Fund, and may, but it is not required to, make recommendations to said town of Holden or to any board, committee or official thereof relative to such matters and establish policies relative to the funding of capital projects of said town of Holden and set priorities and schedules for such capital projects.

Approved December 30, 1993.

Chapter 366. AN ACT EXEMPTING THE POSITION OF CHIEF OF POLICE IN THE TOWN OF CHELMSFORD FROM THE PROVISIONS OF THE CIVIL SERVICE LAW.

Be it enacted, etc., as follows:

SECTION 1. The position of chief of police in the town of Chelmsford shall be exempt from the provisions of chapter thirty-one of the General Laws.

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SECTION 2. The town manager shall provide an employment contract with any person appointed to the position of chief of police for a term not to exceed three years.

SECTION 3. The town manager prior to making a search for candidates for the position of chief of police shall consider qualified applicants from the uniformed members of the police department of the town of Chelmsford who have served as such for no less than six years.

SECTION 4. This act shall take effect upon its passage.

Approved December 30, 1993.

Chapter 367. AN ACT ESTABLISHING A TOWN MANAGER FORM OF GOVERNMENT FOR THE TOWN OF ARLINGTON, BY REDUCING THE NUMBER OF POSITIONS ON THE SCHOOL COMMITTEE IN THE TOWN.

Be it enacted, etc., as follows:

SECTION 1. Section 5 of chapter 503 of the acts of 1952 is hereby amended by inserting after the word "town", in line 3, the following words:- except that the number of positions thereon shall be limited to seven.

SECTION 2. Section one of this act shall take effect after positions on the school committee of the town have been reduced to seven from its current number of nine positions, which shall occur on the date of the annual town election to be held in the year nineteen hundred and ninety-five, pursuant to the provisions of section two of chapter forty-one of the General Laws. Until such date, section five of chapter five hundred and three of the acts of nineteen hundred and fifty-two shall not be construed to invalidate such reduction; provided, however, that pursuant to the provisions of said section two of said chapter forty-one of the General Laws said town shall reduce the number of positions on said school committee from nine to seven by election at the nineteen hundred and ninety-four annual election of two members and by the election at the nineteen hundred and ninety-five annual election of two members.

Approved December 30, 1993.

Chapter 368. AN ACT RELATIVE TO THE NUMBER OF ALL ALCOHOLIC BEVERAGE LICENSES IN THE TOWN OF IPSWICH.

Be it enacted, etc., as follows:

SECTION 1. Notwithstanding the provisions of section seventeen of chapter one hundred and thirty-eight of the General Laws, the licensing authority of the town of Ipswich is hereby authorized to issue two additional licenses for the sale of alcoholic beverages to