

**Employment Contract
Between
The Town of Halifax and Police Chief Edward Broderick**

This agreement sets forth the salary, terms, and conditions of employment between Edward Broderick, hereinafter referred to as the “Police Chief”, and the Town of Halifax acting through its Board of Selectmen, hereinafter referred to as the “Town”. For the purpose of this agreement, the “Police Chief” and the “Town” are also hereinafter referred to as the “Parties”.

The Police Chief shall receive all benefits included in the Town’s Wage and Personnel By-Law and be subject to all provisions of the Town’s Wage and Personnel By-Law unless this agreement states otherwise.

Authorization

This agreement is entered into between the Parties pursuant to Massachusetts General Laws Chapter 41, Section 108O.

Duration

This agreement shall be effective July 1, 2013 through June 30, 2016 and shall remain in effect from year to year thereafter until a successor agreement has been reached and signed by the Parties. This agreement shall remain in full force and effect during the period of negotiations of a successor agreement and until the signing of said successor agreement.

Compensation

The Police Chief shall receive annual compensation paid bi-weekly as follows:

July 1, 2013 – June 30, 2014	Base	\$91,778
	Holiday	\$ 4,222
	Total	\$96,000
July 1, 2014 – June 30, 2015	Base	\$93,614
	Holiday	\$4,306
	Total	\$97,920
July 1, 2015 – June 30, 2016	Base	\$95,487
	Holiday	\$4,392
	Total	\$99,879

The compensation rates for July 1, 2014-June 30, 2015 and July 1, 2015-June 30, 2016 are contingent upon a satisfactory performance evaluation by the Board of Selectmen.

Longevity Stipend

The Police Chief shall receive an annual longevity stipend in accordance with the Town's Wage and Personnel By-Law.

Automobile

The Town shall provide the Police Chief with an automobile. The automobile shall be used by the Police Chief in the performance of his duties including, but not limited to, his professional growth and development. Because the Police Chief is "on call" in the event of an emergency, the Police Chief is also authorized to use this vehicle for personal use. The Town shall provide for the maintenance, insurance and operating costs of said vehicle.

Clothing Allowance

The Police Chief shall be responsible for the cost of the purchase of uniforms, protective clothing, the cleaning of said uniforms and protective clothing and other incidental expense. If the Town determines that any uniform or protective clothing was damaged in the line of duty and could not be repaired, the Town may replace said uniform or protective clothing.

Sick Leave

The Police Chief shall carry over any sick leave previously accrued as of June 30, 2013 as an employee of the Town of Halifax.

Vacation Leave

The Police Chief shall carry over up to eighty (80) hours of vacation leave previously accrued as of June 30, 2013 as an employee of the Town of Halifax and shall carry over up to forty (40) hours of vacation leave previously accrued as of June 30, 2014 and June 30, 2015 and shall be granted two hundred (200) hours of vacation leave on July 1 of each year.

Contract Renewal

The Town will provide written notification through certified mail to the Police Chief ninety (90) days prior to the end of the contract period if the Board of Selectman does not intend to renew this agreement with the terms, conditions, compensation or benefits equal to or exceeding this agreement.

The Police Chief will provide written notification through certified mail to the Town ninety (90) days prior to the end of the contract period if the Police Chief does not intend to renew this agreement with the terms, conditions, compensation and benefits equal to or exceeding this agreement.

In the absence of such notification by neither party ninety (90) days prior to expiration of this agreement, this agreement shall automatically renew for a period of twelve (12) months.

The Town retains all rights to granted to it under the Massachusetts General Laws to appoint, discipline and remove the Police Chief.

Voluntary Resignation

Unless the parties otherwise agree, in the event that the Police Chief resigns the position of Police Chief with the Town, the Police Chief will give the Town ninety days (90) written notification. The notification will be delivered by hand or certified mail to the Chairman of The Board of Selectmen.

Funding

This contract shall be subject to appropriation by the Town Meeting or by the Finance Committee and Board of Selectmen.

Indemnification

The Town agrees that the Town shall defend, save harmless and indemnify the Police Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties as Police Chief of the Town. Consistent with applicable laws applying to municipal employees in general, and to the extent of the Town's insurance policies, the Chief shall be indemnified from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission occurring in the performance of the Chief's duties on behalf of the Town which constitutes a violation of the Civil Rights of any person under any federal or state law provided the Chief was acting within the scope of his official duties of employment and provided no indemnification for a violation of such rights shall occur if the Chief acted in a grossly negligent, willful or malicious manner.

Hours of Work

- The Police Chief agrees to devote that amount of time and energy which is reasonably necessary for him to faithfully perform the duties of the position

including but not limited to: a regular daily schedule, evening and weekend/holiday work as needed or required.

- It is recognized that the Police Chief is “on duty” twenty-four hours per day, seven days per week. As a responsible manager he will devote such time and energy to the management of the Department as required. The Police Department is in operation at all times, including during emergencies, storms, civil upset or unrest. As the leader of the Police Department the Chief is expected to and agrees to be available for and to respond to the Town to be in command of the Police Department during such events.
- The Police Chief reports to the Board of Selectmen or its designee, therefore the Police Chief will be available to attend meetings of the Board of Selectmen or other meetings of Town Officials and Boards (including but not limited to Town Meetings, annual and special) when necessary to address matters of concern regarding the Police Department and/or public safety and security as necessary. In addition the Police Chief agrees to keep the Board of Selectmen or its designee advised regarding times when the Police Chief expects to be absent from Town or otherwise unavailable.
- The Parties agree that the Police Chief is a community leader and as such, understands and agrees to participate/be available for public events and celebrations (for example Memorial Day celebrations, Holidays in Halifax, Fourth of July celebrations).
- The Police Chief is a full time employee of the Town and shall accept no other employment, provided however, the Police Chief may teach or consult on a part time basis outside of the Police Chief’s regular work hours so long as such part time work or activities do not interfere with or conflict with the Police Chief’s duties to the Town nor otherwise present a conflict of interest.
- The position of Police Chief is managerial and confidential and as such the Police Chief is considered an exempt employee for FLSA purposes. The Police Chief’s position is a salaried managerial position and thus the Police Chief is not eligible for overtime pay.

Duties/Authority of the Police Chief

- The Police Chief shall be the chief administrative officer of the Halifax Police Department and agrees to faithfully perform all duties.
- The Police Chief may be assigned duties such as Emergency Management, Communications Committee, or other responsibilities by the Board of Selectmen as are necessary (in the Board of Selectmen’s opinion) for the protection of the public/Town Of Halifax.
- The Police Chief reports to and is answerable to the Board of Selectmen or its designee. As such the Board of Selectmen or its designee may require that the Police Chief provide such reports and advise as the Board requires, including but not limited to: regular status reports, proposals for new hires, appointments and promotions, structure of the Police Department, budgets, proposed changes to the Police Department, needs for the Police Department, explanations or reports of events.

- As the leader of the Police Department and as a community leader the Police Chief is expected to conduct himself appropriately at all times. The parties understand and agree that even when not on duty that the Police Chief still represents the Town and therefore agrees that the Police Chief will not engage, at any time, in activities that would cause public scorn, humiliation or concern.

Severability

If any term or provision of this agreement is found contrary to law, all other terms and provisions shall be given full force and effect.

Agreement

This contract constitutes the entire agreement between the Parties and shall not be reopened unless and until there is mutual consent between the Parties to do so.

New terms

This agreement shall not be modified except by an instrument, in writing, and shall not be valid until and unless agreed to and signed by the Parties.

Signed and sealed this _____ day of _____, 2013:

By the Police Chief

By the Town/Board of Selectmen

Edward Broderick

Troy E. Garron

Kim R. Roy