

**Employment Contract
Between
The Town of Halifax and Police Chief Joao Chaves**

This agreement sets forth the salary, terms, and conditions of employment between Joao Chaves, 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 November 13, 2018 through June 30, 2021 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, 2018 – June 30, 2019	Base	\$101,332
	Holiday	\$ 4,662
	Total	\$105,994

(this amount to be prorated based on time served)

The parties mutually agree to re-open this contract on February 1, 2019 to negotiate compensation rates for July 1, 2019-June 30, 2020 and on February 1, 2020 to negotiate compensation rates July 1, 2020-June 30, 2021.

Longevity Stipend

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

Education Incentive

The Police Chief shall receive an annual stipend of \$5,500 for a master's degree if said degree is in criminal justice or law enforcement, and said degree is from a college or university accredited by a regional accrediting agency such as the New England Association of Schools and Colleges and in a program approved by the Massachusetts Department of Higher Education under the provisions of Massachusetts General Laws, Chapter 41, Section 108L. Said payment shall be paid calculated into the employee's pay for each pay period and prorated based on time of service. Payments made under this section shall be at the request of the Police Chief and the Police Chief shall provide verification to the Town of the earning of said degree.

This section specifically shall be subject to appropriation by the Town Meeting.

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.

Vacation

The Police Chief shall receive one hundred (100) hours of vacation leave upon the signing of this. Beginning on July 1, 2019, the Police Chief shall receive one hundred sixty (160) hours of vacation leave, such vacation leave credit to begin on July 1 of each year. The Police Chief may carry over up to forty (40) hours of vacation leave each fiscal year. Upon the death of the Police Chief, payment shall be made to the estate or heirs of the Police Chief for any unused vacation time.

Sick Leave

The Police Chief shall be credited seventy-five (75) hours sick leave upon the signing of this agreement and then accumulate ten (10) hours of sick leave for each month of service beginning on July 1, 2019, such sick leave credit to begin on the first day of each month (i.e. July 1, 2019; August 1, 2019, etc.). Sick leave may be accumulated to a maximum of

twelve hundred (1,200) hours.

Personal Leave

Beginning on November 13, 2018, the Police Chief shall be allowed ten (10) hours of personal leave between November 13, 2018 and June 30, 2019 not to be deducted from accumulated sick leave and not carried over from year to year.

Beginning on July 1, 2019, the Police Chief shall be allowed sixteen (16) hours of personal leave per fiscal year prorated based on time of service not to be deducted from accumulated sick leave and not carried over from year to year.

Bereavement Leave

The Police Chief shall receive bereavement leave as described in the Town's Wage and Personnel By-Law.

Dues and Subscriptions

The Town agrees to budget and to pay an appropriate amount for the professional dues and subscriptions of the Police 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 and the Plymouth County Police Chiefs Association.

Professional Development

The Town recognizes its obligations to the professional development of the Police Chief, and agrees that the Police Chief shall be given adequate opportunities to develop his skills and abilities as a police administrator; accordingly, the Police Chief will be allowed to attend the Massachusetts, New England, and the International Association of Chiefs of Police 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 Police Chief for short courses, institutes, and seminars that, in his reasonable judgment, are necessary for his professional development.

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.

Residency

The parties agree that due to the nature of the Police service/emergency management service that the Police Chief must be able to respond to events, emergencies, storms, civil upset/unset, incidents, etc. quickly even when home. Therefore, the parties agree that the Police Chief **SHALL** reside within 15 miles (as determined by way of calculating the mileage as one travels on available public streets) of the police station. Currently the Town has only one police station which serves as the police headquarters. In the event that the Town in the future relocates the police station and/or adds additional police stations then the 15 miles will be measured from the center of Town which is assumed to be the Town Hall as it currently is located (2018). This section shall take effect on November 13, 2019.

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 _____, 2018:

By the Police Chief

By the Town/Board of Selectmen

Joao Chaves

Troy E. Garron

Kim R. Roy

Thomas Millias