

# TOWN OF EAST LONGMEADOW

## Chief of Police Employment Agreement 2024 to 2026

This Employment Agreement (hereinafter "Agreement") is effective as of January 19, 2024, pursuant to Massachusetts General Laws Chapter 41, Section 1080, by and between the Town of East Longmeadow, (the "Town") acting by and through its Town Manager (the "Manager"), and Mark A. Williams (hereinafter referred to as "Chief Williams" or "Chief").

### WITNESSETH:

WHEREAS, the Town is desirous of securing the services of the Chief for the command of the Police Department; and

WHEREAS, the Town and the Chief recognize and acknowledge the provisions of local and state laws with respect to the duties and obligations of Chiefs of Police, as the same may change from time to time, including but not limited to M.G.L. Chapter 41, Section 97A (herein collectively called "laws"); and

WHEREAS, the Chief is willing to perform the duties of the position of Chief of Police according to the terms and conditions of this Agreement; and

NOW THEREFORE, the Town and the Chief hereby agree that the following terms and conditions shall constitute the conditions of employment, salary, and benefits payable under this contract to which said Mark A. Williams shall be entitled as Chief of Police.

1. **TERM.** The term of this Agreement shall be a period commencing as of January 19, 2024 and ending June 30, 2026, unless this agreement is sooner terminated as herein provided for.

2. **DUTIES.** Subject to the provisions of the laws and the lawful direction of the Manager, it is agreed that the operational and administrative control of the Police Department (hereinafter "Department") shall be the responsibility of the Chief of Police. The Chief's duties in regard to the above shall include, but not be limited to, the following:

- a) Combating crime and maintaining public order and safety;
- b) Supervising the daily operations of the Department;
- c) Commanding and supervising all departmental personnel, including police officers, and civilian personnel;
- d) Preparing the annual police budget
- e) Submitting oral and written reports as directed by the Manager and attendance at periodic meetings with the Town Manager as may be requested, to ensure proper communication between the Town and the Department;
- f) Reporting to and keeping the Manager informed of the activities of the Department;

- g) Responsibility for all departmental expenditures, as well as property in the custody of the Department;
- h) Supervision, maintenance, and control of all department equipment and vehicles belonging to, or used by the Department;
- i) Establishing and ensuring compliance with the policies of the Department for weapons, ammunition, uniforms, equipment, and vehicle specifications for the Department;
- j) Supervision and control of all training programs for department personnel and the assignment of personnel to such programs;
- k) Maintaining the discipline of Department personnel; the issuing of orders, rules, regulations, policies and procedures, and the assignment of shifts and duties of all departmental personnel;
- l) Being available for meetings of the Town Council at which the Police Department or the Chief is required to appear as appropriate;
- m) Being responsible for planning, organizing, directing, staffing, and coordinating police operations;
- n) Being responsible for Police Department communications with the public, including the media, on matters relating to crime, police operations, and departmental policies;
- o) Establishing and maintaining the police policies and procedures manual for the Department;
- p) Performing such duties in the field as may be necessary for maintaining proper public safety;
- q) Performing related duties as required; and
- r) The Chief shall perform the duties and responsibilities of his office in a professional and competent manner.

3. **HOURS OF WORK.** The Chief is on duty twenty-four (24) hours per day seven days a week as a full-time employee, and shall devote that amount of time and energy that is reasonably necessary for the Chief to faithfully perform the duties of Chief of Police under this Agreement. It is recognized that the Chief must devote a great deal of time outside normal office hours to the business of the Town in order to fully and professionally perform all the obligations, responsibilities, and duties of Chief of Police. The Chief therefore, shall be allowed to alter his schedule as he deems appropriate during normal office hours, and at such times that will least adversely impact Department operations.

4. **COMPENSATION.** In consideration of employment, the Town shall pay the Chief the following annual (contract year) base salary, payable in equal installments on the same day and frequency as other municipal employees of the Town are paid:

Effective July 1, 2024, the Chief shall be paid an annual salary of \$163,270.

In the succeeding years of this contract, based on an annual performance review and accomplishment of agreed upon goals, the Chief's annual salary may be adjusted.

The Chief's salary shall be paid at such intervals as is customary with the Town's employees, subject to applicable withholdings and deductions, and otherwise in conformity with the normal payroll practices of the Town.

Any increase in compensation is subject to the Chief meeting the performance standards of the office of Chief of Police.

The Town agrees to consider an education incentive in future contract years in the event Chief Williams obtains a Master's degree in a field related to his employment.

5. APPLICATION OF FAIR LABOR STANDARDS ACT. For purposes of the Fair Labor Standards Act, the Chief shall be deemed an exempt employee.

6. VACATION. The Chief will be entitled to twenty-five (25) days of vacation leave per year of this agreement, which will be accrued at a rate of 15.625 hours per month. Vacation leave shall accrue to a maximum of one-year capitation (187.5 hours), at which time accruals shall cease until the balance falls below the capped amount. The Chief shall be paid for any accrued, unused vacation leave at the termination of his employment with the Town.

7. SICK LEAVE. On January 1st of each year, the Chief shall be credited thirteen (13) additional sick days at the beginning of the calendar year. Upon the Chief's retirement from employment with the Town, the Town shall pay for fifty percent (50%) accumulated, unused sick leave days.

8. PERSONAL LEAVE. On January 1st of each year, the Chief shall receive three (3) personal days per year. Personal days shall not be carried over from year to year.

9. HOLIDAYS. The Chief shall be entitled to paid leave for the following holidays:

New Year's Day,	Independence Day,
Martin Luther King Day,	Labor Day,
Presidents' Day,	Columbus Day,
Good Friday,	Veterans Day,
Patriots Day,	Thanksgiving Day,
Memorial Day,	The day after Thanksgiving,
Juneteenth	Christmas Day.

The above holidays will be observed on the days designated by the Commonwealth of Massachusetts and the Town of East Longmeadow.

10. AUTOMOBILE.

A. The Town shall provide a police vehicle for use by the Chief and pay for all attendant operating and maintenance expenses and insurance. 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. It may be used by the Chief for personal reasons within New England since the Chief is "on call" 24 hours a day. The Chief shall not claim any retirement contributions as a

result of the availability and use of such vehicle. The Chief will be responsible for any tax resulting from the availability and personal use of such vehicle.

B. In the event the Chief wishes to drive his Town-issued vehicle outside of New England, he must first obtain the Town Manager's written permission.

11. MEMBERSHIPS /PROFESSIONAL DEVELOPMENT. The Chief may annually join the Western Massachusetts Chiefs Association, the Massachusetts Chiefs of Police Association and the International Association of Chiefs of Police and the Town shall pay for the costs of these memberships.

The Town recognizes its obligations to the professional development of the Chief of Police, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement manager. The Town agrees to budget and pay for travel and subsistence expenses of the Chief for short courses, institutes, seminars, conferences, meetings and other law enforcement related educational opportunities each year without loss of vacation or other leave that, in the Chief's reasonable judgment, are necessary for his professional development inside or outside of Massachusetts, which shall include but not be limited to the Massachusetts Chiefs of Police Association Conference, and the International Association of Chiefs of Police Conference. The Chief will be reimbursed by the Town for all expenses which are reasonable and necessary, (including travel expenses) incurred while attending or traveling to the aforementioned conferences, subject to prior written approval of the Manager. The Town acknowledges that when the Chief attends Chief of Police meetings or other police related meetings and events he is doing so in his official capacity.

12. AUTOMOBILE AND MEAL EXPENSES. The Chief shall be reimbursed by the Town for use of his personal vehicle for work at the prevailing rate and shall be reimbursed for meals under the same provisions afforded the other Town department heads.

13. INDEMNIFICATION. The Town agrees to furnish at its expense professional liability insurance for the Chief. The Chief agrees to the liability limits that are currently in existence in the Town's liability insurance coverage, so long as they are not less than \$1,000,000.00

The Town agrees that the Town shall defend, save harmless and indemnify the Chief, as permitted by law, against any tort, professional liability claim, demand, or other civil or criminal action, whether groundless or otherwise, arising out of an alleged act, omission, and any other suit brought against the Town or the Chief, in his capacity as Chief of Police, or occurring during his duties as Chief of Police of the Town, provided that the Chief acted in good faith and within the scope of his duties. The Town shall pay the reasonable legal fees and expenses of attorney(s) that the Chief elects to hire to defend himself from any such legal actions. This section shall survive the termination of this Agreement.

14. INJURED ON DUTY. As a sworn police officer, the Chief shall be entitled to "Injured on Duty" benefits as provided in M.G.L. Chapter 41, section 111F.

15. HEALTH, INSURANCE, AND RETIREMENT BENEFITS. The Chief shall be eligible for the same health and life insurance benefits at a contribution percentage no greater than that for which other non-bargaining unit, general government employees are eligible.

16. CLOTHING. The Chief shall be paid \$1,250 per year for the purchase, cleaning, and maintenance of uniform apparel, headwear, footwear, and equipment. Payment shall be made

on July 31, 2024, and also on July 31 in each subsequent year of this Agreement. This is not part of the Chief's base pay.

**17. OTHER TERM AND CONDITIONS OF EMPLOYMENT AND NO REDUCTION IN BENEFITS.** The Town may, by mutual agreement with the Chief, fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Chief, provided such terms and conditions are not inconsistent with, nor in conflict with, the provisions of this Agreement or law. 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 employees of the Town.

The Chief agrees that he will not engage in outside employment, business ventures or directorships without the knowledge of and prior express approval of the Manager. The Town agrees to permit the Chief to work outside details provided that it does not interfere with his day-to-day performance as Chief.

**18. RESIDENCY**

The Town agrees to allow the Chief to reside in a community within a fifteen mile radius of the Town Center.

**19. PERFORMANCE EVALUATION.** The Manager shall review the performance of the Chief each year of this contract, in accordance with criteria as determined by the Manager. The Manager shall provide the Chief with a written summary of any evaluation if requested by the Chief. The Chief shall be given adequate opportunity to discuss the evaluation with the Manager. The failure of the Manager to conduct said review and evaluation shall not be deemed a violation of this Agreement. Prior to review, the Manager and the Chief shall establish written, measurable goals and objectives for the Chief. The Manager will provide feedback to the Chief, whether positive or negative, throughout each contract year.

**20. DISCIPLINE**

A. It is agreed that the Chief can be given a written reprimand, suspended or discharged only for just cause during the term of this Agreement, as determined by the Manager, upon proper notice, and only after a hearing at which the Chief shall have the right to be represented by his counsel. The Chief shall have the option of choosing whether or not any such hearing shall be closed or open to the public.

B. The Chief may appeal any such reprimand issued by the Town Manager to the Town Council. At any hearing before the Town Council, the Chief shall have the right to be represented by counsel. After a Council hearing, by Supermajority vote, the Council shall either alter, affirm or reverse the Manager's reprimand.

C. Prior to imposing discipline, Chief Williams shall be provided with a thirty (30) days written notice of the Town Manager's intention to consider whether or not to impose discipline which notice will include the specific reasons and what disciplinary action is possible. The Chief shall also receive a copy of all complaints made against him within five days of the Manager's receipt of such. Unless waived by the parties, the Chief shall have the right to have a hearing at which he will be entitled to present evidence, cross examine witnesses and to be fully represented by counsel. The Chief shall have the option of choosing whether or not the hearing will be closed to the public.

D. Pursuant to MGL c 268A section 25, the Manager may place the Chief on administrative leave without pay if he is indicted for a crime in connection with his employment

21. NON-REAPPOINTMENT, RETIREMENT, RESIGNATION AND TERMINATION. This Agreement may be terminated upon the occurrence of any of the following:

A. Whenever the Manager and the Chief mutually agree to termination in writing.

B. The retirement and/or resignation of Chief Williams.

C. The death of the Chief, whereupon the Town shall pay the estate of the Chief an amount equivalent to all accrued salary and accrued, unused vacation leave.

The Chief may appeal any termination of employment or discharge for just cause or unpaid suspension to arbitration under the rules of the American Arbitration Association. The Town shall bear all costs of such arbitration except for the Chief's legal and witness costs. However, in the event of a finding of no just cause for a discharge or suspension, the Chief shall be reassigned to duty, and shall be entitled to back pay and reasonable counsel fees and costs. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Chief to retire and/or resign at any time from his position with the Town, subject to the terms of this Agreement. In the event the Chief voluntarily terminates his position with the Town before the expiration of the term of this Agreement, he shall give a minimum of sixty (60) days notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.

22. CERTIFICATIONS AND LICENSES. As a condition of his employment with the Town, the Chief shall (1) maintain certification with the Massachusetts Peace Officers Standards and Training Commission; (2) possess and maintain in good standing a license to carry a firearm; (3) maintain current CPR certification; (4) meet all necessary first aid training requirements, and (5) possess a valid and current Massachusetts driver's license.

23. MODIFICATION. This Agreement embodies the whole Agreement between the Town and the Chief. This Agreement cannot be modified, except by a written instrument signed by both the Town and the Chief.

24. SUCCESSOR AGREEMENT. Notwithstanding the Term defined in Section 1, this contract shall be extended and remain in full force and effect until a successor employment contract between the Town and the Chief is executed.

25. SEVERABILITY OF PROVISIONS. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

26. LAWS GOVERNING. This Agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

IN WITNESS HEREOF, the parties here unto have set their hands and seals to this instrument in duplicate upon the date and year first stated above.

TOWN OF EAST LONGMEADOW



By Thomas D. Christensen, Town Manager

Date: 9/5/24

MARK A. WILLIAMS



Chief of Police

Date: 9/5/24

## **Town of East Longmeadow** **Exempt Employee Benefits**

**Health Insurance** – The Town of East Longmeadow offers employees a choice of three health plans; Health New England, Blue Cross/Blue Shield & Tufts through the Scantic Valley Regional Health Trust. For all three plans, the Town of East Longmeadow pays 70% of the premium and the employee is responsible for 30%.

**Dental Insurance** -The Town of East Longmeadow offers a voluntary dental plan through Altus Dental for eligible employees. Employee is responsible for the full premium.

**Employee Assistance Program** – The Town of East Longmeadow recognizes that assisting its employees with personal issues may help their well-being. For that reason, all employees have access to a confidential Employee Assistance Program (EAP) through AllOne Health Resources. AllOne Health Resources provides assistance with legal matters, drug & alcohol counseling, financial consultants, and dealing with stress.

**Life Insurance** – The Town provides a \$5,000 basic group term life insurance policy through Boston Mutual with the town paying one-half the premiums.

**457 Deferred Compensation Plan** – The Town of East Longmeadow offers eligible employees a retirement plan as a benefit to help save and invest for retirement through Mass Mutual.

**Contributory Retirement** – You will not have Social Security deducted from your pay. Instead, you will contribute to the Massachusetts Contributory Retirement System of Hampden County.

**Sick Leave** – You are entitled to sick leave as defined in your contract. Up to five days may be used each year to provide care for a dependent child or family member who resides with you. Certification of illness/injury may be required. Sick leave may be accumulated.

**Vacation Leave** - vacation as defined in your contract.

**Personal Days** – You are entitled to three personal days annually upon employment. Personal days must be used by the end of the calendar year and must be approved by the Town Manager.

**On-the-job-injury** – You are covered by the Town's Workers' Compensation insurance fund. Injuries must be reported (same day) to the Human Resources Director.

**Holidays** – Upon employment, you will receive fourteen paid holidays annually as listed in Section 9.

**Bereavement Leave** – You may request and be granted five days for the death of a spouse, child, parent, sibling, step-parent, step-child or other family member living in the household; three days for the death of a grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandchild; one day for the death of uncle or aunt.

**Jury Pay** – Any employee required to serve as a juror will be paid an amount equal to the difference between the compensation received for such service and his/her regular pay.

**Direct Deposit** – Your payroll check will be directly deposited into your bank.