

**POLICE CHIEF EMPLOYMENT CONTRACT
CITY OF NORTH ADAMS, MASSACHUSETTS**

Agreement made this 26 day of April, 2019, by and between the City of North Adams (hereinafter the "City"), a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at 10 Main Street, North Adams, MA, 01247, acting by and through its mayor; and Jason R. Wood of North Adams, Massachusetts (hereinafter the "Chief" or "Chief of Police").

WHEREAS, the City wishes to secure the services of the Chief for the administration of the Police Department; 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 Contract;

NOW, THEREFORE, the City and the Chief hereby agree that the following terms and conditions shall govern the employment of the Chief and the salary and fringe benefits payable under this Contract to which said Chief shall be entitled as Chief of Police.

1. LENGTH OF CONTRACT

A. The initial term of this Contract shall be for a period commencing May 1, 2019, and ending June 30, 2022. However, this Contract may be extended as provided by its terms.

B. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this Contract no less than six (6) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.

C. The Contract shall remain in effect during any period of negotiation.

D. In the event the Chief intends to resign voluntarily before the date of this Contract, then the Chief shall give the City ninety (90) days written notice in advance, unless the parties otherwise agree in writing.

E. In the event that the Chief is not reappointed during the initial term of this Contract, or the Chief wishes to discontinue in the position of Chief of Police, then the Chief may elect to return to his previous rank of lieutenant in the department with all of the compensation and benefits available to the rank of Lieutenant without any loss of seniority or benefits in the union.

2. HOURS OF WORK

The Chief agrees to devote the amount of time and energy which is reasonably necessary for the Chief to faithfully perform the duties of Chief of Police under this Contract, including time outside regular city operating hours. The Parties acknowledge that the Chief of Police position is a full-time position but requires the Chief's attention outside of regular business hours. The Chief shall devote himself full-time to the duties of the position and shall not engage in any outside employment or hold any other position that may create an actual conflict with his duties as Chief of Police or create an appearance of a conflict with said duties. Notwithstanding the foregoing, but consistent with the conflict of interest provision, the Chief may serve as an instructor or consultant in the field of law enforcement at such times that will least adversely impact Department operations. The Parties agree that the position of Chief of Police is an exempt position for purposes of the Fair Labor Standards Act.

3. DUTIES

The Chief shall be responsible for the administration and operation of the North Adams Police Department. The Chief's duties shall include but not be limited to the following:

- Supervision of the daily operation of the police department.
- Responsibility for ensuring the Department's constructive and collaborative interactions with the community.
- Supervision of all departmental personnel.
- Supervision of all special, auxiliary, and/or reserve police officers, if any.
- Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.
- Being responsible for planning, organizing, directing, staffing and coordinating police operations, including so-called "paid details," mutual aid, regional task force or similar enforcement efforts, and coordination with the State Police where the Chief deems it appropriate.
- Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- Preparation and submission of the police department budget.
- Responsibility for and oversight of all departmental expenditures, as well as the receipt of funds and property in the custody of the department.

- Establishing weapons, ammunition, uniforms, equipment, and vehicle specifications for the police department.
- Supervision and control of all department equipment and motor vehicles belonging to or used by the police department.
- Submission of reports to the City either orally or in writing when requested or required in order to ensure the proper communication between the City and the police department.
- Being available for hearings before any board of the City at which the police department is requested to appear, and before the City Council when necessary.
- Being responsible for communications with the public, including the media, on matters related to public safety, police operations and department policy.

4. COMPENSATION AND BENEFITS

A. The Chief will receive an annual salary of \$87,500, commencing May 1, 2019. The salary for the second year of the agreement (July 1, 2020-June 30, 2021) will be \$88,813; and for the third year of the agreement (July 1, 2021-June 30, 2022) will be \$90,145 ; with increases subject to satisfactory annual performance reviews, provided, however, that such salary is subject to annual appropriation and in no event will the salary in the second and third year of this contract be less than in the preceding year.

B. The Chief will be eligible for all health and life insurance benefits which other non-bargaining unit, general government employees are eligible and on the same terms as said other employees.

C. The Chief will accrue sick days, vacation days, and personal days at a rate equal to that of all other non-bargaining unit, general government employees, provided, however, that the City will recognize all sick time accrued by the Chief during his prior service as a member of the North Adams Police Department, and such accrued sick time may be carried over and used as the Chief assumes his duties hereunder.

- The Chief is entitled to vacations as follows:

Years of Service	Working Days
Less than 2	10
From 2 to 5	12
From 5 to 10	17
From 10 to 15	21
From 15 to 20	24
More than 20	28

- The Chief is entitled to the following holidays:

New Year's Day	Martin Luther King, Jr. Day	Presidents' Day
Patriot's Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving	Christmas Day	

- The Chief will accrue 1.25 days per month for sick time for a total of 15 days per calendar year.
- The Chief is entitled up to five (5) days at any one time at the time of death of an immediate family member.
- The Chief is entitled to four (4) personal days each calendar year, and the day after Thanksgiving as an additional personal day.

D. The City will provide a vehicle for use by the Chief. All attendant operating, maintenance, and insurance expenses will be paid by the City. This vehicle is to be used by the Chief in connection with the performance of his duties, as well as for his professional growth and development. It may be used by the Chief for personal reasons, since the Chief is on call in the event of emergency, provided however, that in-state or out-of-state travel over 100 miles distance from the City line will be permitted only with prior approval of the mayor.

5. DUES AND SUBSCRIPTIONS

The City 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 City, including but not limited to the International Association of Chiefs of Police, the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, and any applicable regional police chiefs association(s).

6. PROFESSIONAL DEVELOPMENT

The City 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 administrator; accordingly, the Chief will be allowed to attend the Massachusetts, New England, and International police chiefs' training conferences each year without loss of vacation or other leave, and will be reimbursed by the City for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences. Any travel beyond New England must be with the prior approval of the mayor and subject to appropriation.

The City also agrees to budget and pay for travel and subsistence expenses of the Chief for attendance at courses, institutes, and seminars that, in the Chief's reasonable judgment, and subject to approval by the mayor, are necessary for his professional development.

The City 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 in his pursuit and attainment of an undergraduate or graduate degree in criminal justice or a related field, with prior approval from the mayor and subject to appropriation.

7. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his employment, the City 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.

8. DISCIPLINE OR DISCHARGE

A. It is agreed that the Chief of Police can be disciplined or discharged only for just cause, upon proper written notice of at least seven (7) days and only after a hearing at which the Chief shall have the right to be represented by counsel. The principles of progressive discipline will apply, and the City recognizes its obligation to provide the Chief with periodic performance evaluations.

B. The Chief may appeal any discipline or discharge to any superior court having jurisdiction. The superior court shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Chief if he alleges that he has been improperly disciplined or discharged.

C. In the event the suspension or discharge of the Chief is reversed, the Chief shall be entitled to back pay and contract benefits.

9. RESIDENCY

The Chief shall maintain residency within twenty (20) miles of the City line.

10. CERTIFICATION

The Chief shall maintain Massachusetts police officer certification.

11. NO REDUCTION OF BENEFITS

The City 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 City.

12. INDEMNIFICATION

To the extent permitted by law, the City agrees that it shall defend, hold harmless, and indemnify the 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. Willful torts and criminal acts are excluded from this indemnification; nor shall the City be liable under this Section in any lawsuit brought by the Chief against the City or any city employee or official.

A. Professional Liability: The City agrees to furnish at its expense professional liability insurance for the Chief with liability limits of not less than one million dollars (\$1,000,000.00).

B. Disability: The City agrees to procure a disability insurance plan for the Chief providing salary continuation and medical expense coverage in such amounts as it reasonably determines appropriate, or, alternatively, to continue the Chief's pay and benefits for any period of total or partial non-work-related disability (but not to exceed three (3) years).

C. Injured on Duty: As a sworn police officer, the Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

13. MODIFICATION

No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

14. LAW GOVERNING

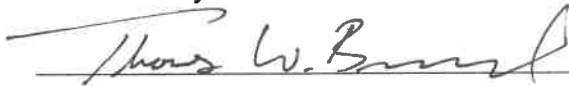
This Contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

15. SEVERABILITY OF PROVISIONS

If any clause or provision of this Contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

For the City of North Adams



Thomas W. Bernard, Mayor

For the Chief of Police



Jason R. Wood

Approved as to Form
