

AGREEMENT

BETWEEN THE TOWN OF ORANGE

AND

BRIAN J. SPEAR

THIS AGREEMENT is entered into, pursuant to M.G.L. CH 41, § 108O, between the Town of Orange, by and through, the Board of Selectmen in their official capacity, hereinafter referred to as the Selectmen, and Brian J. Spear, hereinafter referred to as the Chief of Police.

WHEREAS, the Selectmen, pursuant to M.G.L. CH 41, § 97A have appointed Brian J. Spear the Chief of Police of the Orange Police Department; and

WHEREAS, Brian J. Spear has the qualifications to perform services of the Chief of Police;

NOW THEREFORE, in consideration of the mutual obligations contained herein, the parties hereby agree as follows:

**Article I. Scope of Services**

The Chief of Police shall be the chief administrative officer of the Orange Police Department and shall perform all duties of the Chief of Police in accordance with all general and special laws of the Commonwealth of Massachusetts and Town bylaws, and shall faithfully comply with the rules and regulations of the Orange Police Department. In addition, the Chief of Police shall represent the Orange Police Department in all matters in which the police department is required or requested to appear. The position of Chief of Police is considered a managerial and confidential position. For the purposes of the FLSA, the Chief of Police shall be deemed an exempt employee. Further, the position of Chief of Police is covered under the Massachusetts Civil Service system, M.G.L. CH 31, § 49, accepted by Town Meeting vote in February 1936.

The duties, subject to all applicable Federal, State and local laws and regulations, of the Chief of Police shall include, but not be limited to, the following:

- A. Supervision of the daily operation of the Police Department.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Police Department budget.
- D. Submission of reports to the Selectmen either orally or in writing when requested or

required in order to ensure the proper communication between the Selectmen and the Police Department.

- E. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- F. Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.
- G. Establishing weapons, ammunition, uniforms, equipment and motor vehicle specifications for the Police Department.
- H. Being in charge of all special, auxiliary and/or reserve police officers.
- I. Supervision and control of all training programs for departmental personnel, and the assignment of personnel to such programs.
- J. Maintaining the discipline of the departmental personnel; the issuing of orders, rules, regulations, policies and procedures, and the assignment to shifts and duties of all department personnel.
- K. Being available for hearings before any Board of the Town at which the Police Department is required to appear and before the Town Meetings when necessary.
- L. Being responsible for planning, organizing, directing, staffing and coordinating police operations.
- M. Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.

**Article II. Term**

- A. The term of this contract shall be for the period of three years, commencing on July 1, 2008 through and including June 30, 2011 except upon resignation, retirement, or removal from office.
- B. This Contract shall continue in full force and effect from its expiration date until a new contract has been mutually agreed upon.
- C. This contract may be extended for one or more additional periods of time not exceeding three (3) years, said time and terms to be agreed upon in writing by the Town of Orange and the Chief of Police.

- D. In the event the Chief of Police intends to resign or retire voluntarily before the natural expiration of any term of employment, then the Chief of Police shall give the Selectmen forty five (45) days written notice, in advance, without penalty, unless the parties otherwise agree in writing.

### **Article III. Salary**

- A. The Chief of Police shall receive the sum of \$84,174.64 Dollars as salary in the first year of this Contract, and shall receive at least the same number of sick days, vacations days, personal days, bereavement days, holiday pay, longevity pay, educational pay, uniform allowance, health and life insurance, and all other benefits as do the regular police officers of any rank of the Town. In each succeeding year of this Contract, the Chief of Police shall receive the same salary as stated above in addition at least any increase in the same percentage received by any of the regular police officers of any rank for the Town in each of said years. Any and all other fringe benefits awarded or granted to the regular police officers of any rank of the Town shall automatically be granted and given to the Chief of Police.
- B. The Chief of Police shall have the exclusive 24-hour use of a car. The Town shall pay for all attendant operating and maintenance expenses and insurance consistent with established Town policies and procedures. Said vehicle is to be used by the Chief of Police in connection with the performance of his duties and for his professional development as Chief. The Chief may at times, in his best judgement, use the vehicle for personal reasons, within the Athol, Orange, and New Salem area, in that he is considered on call twenty-four hours per day and seven days per week. The Chief of Police will be responsible for any retirement contributions resulting from the availability and use of such vehicle. The value of said authorized personal use has been taken into account in setting the Chief of Police's salary.

### **Article IV. Dues and Subscriptions**

The Selectmen agree to review an annual budget submitted by the Chief of Police that contains the specific professional dues and subscriptions desired by the Chief of Police for his continuation and full participation in state and local associations necessary and desirable for his continued professional growth and advancement, and for the good of the Town.

### **Article V. Professional Development**

The Selectmen recognize the importance of the professional development of the Chief of Police, and agree that the Chief of Police shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator. Accordingly, the Selectmen agree to review an annual budget submitted by the Chief of Police that includes specific provisions for professional development.

**Article VI. Hours**

- A. As a full-time salaried employee, the Chief of Police agrees to devote that amount of time and energy, which is necessary to faithfully perform the duties of Chief of Police under this contract.
- B. The Chief of Police shall provide the Selectmen, through the Town Administrator, sick days, vacation days, personal days, bereavement days, and holidays taken in a format that is mutually agreed upon. The Chief of Police shall notify the appointing authority as soon as known, but at least one week in advance, of any protracted (1 week or longer) absences for vacation or other reasons.

**Article VII. Indemnification**

The Town agrees that the Town shall defend, save harmless and indemnify the Chief of Police, as provided in M.G.L. CH 258.

**Article VIII. Death During Term of Employment**

In the event the Chief of Police dies during the term of his employment, the Town of Orange 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, unused vacation leave.

**Article IX. Discipline or Discharge**

All disciplinary actions will comport with the requirements of M.G.L. CH 31 § 41 - 45.

**Article X. Modification**

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

**Article XI. Miscellaneous**

None of the services to be provided by the Chief of Police shall be used for any local partisan political activity or to further the election or defeat of any candidate for public office.

All published material, including without limitation thereto: reports, manuals, pamphlets, and articles prepared under this contract, shall become the property of the Town of Orange. The Chief of Police shall be entitled to copies of any material he prepares.

The Chief of Police shall be entitled to injured-on-duty benefits as provided in M.G.L. CH 41 § 111F.

All monetary provisions of this agreement are subject to appropriation by Town Meeting.

**Article XII. Law Governing**

This contract shall be construed and governed by the applicable laws of the Commonwealth of Massachusetts.

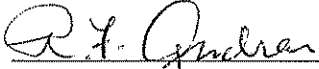
**Article XIII. Severability of Provisions**

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 BOARD OF SELECTMEN

By: Appointing Authority



Robert F. Andrews, Chair



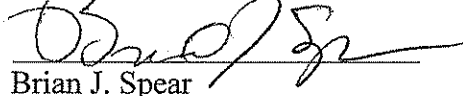
Richard P. Sheridan, Vice Chair.



Steven E. Adam, Clerk

FOR THE CHIEF OF POLICE

By:



Brian J. Spear