

*Personal File*

**EMPLOYMENT AGREEMENT**

This agreement, pursuant to Chapter 41, Section 108O of the Massachusetts General Laws, made on the 23<sup>rd</sup> day of October 2013 and amended on this 10<sup>th</sup> day of March 2014, by and between the TOWN of Uxbridge (hereinafter the "TOWN") and Jeffrey A. Lourie, (hereinafter the "CHIEF" or "CHIEF OF POLICE").

The TOWN hereby employs Jeffrey Lourie as CHIEF OF POLICE of the Town of Uxbridge, and Jeffrey Lourie hereby accepts this appointment, for an indefinite term, as allowed by MGL Chapter 41, Section 108O; however, it is the wish of the parties that said appointment shall be for an extended period.

This agreement shall become effective on October 23, 2013 and expire on June 30, 2018. The CHIEF is an employee-at-will and serves at the pleasure of the Town Manager for an indefinite period of time.

WHEREAS, the TOWN has or hereby does recognize voluntarily, pursuant to the applicable regulations of the Massachusetts Labor Relations Commission, the position of CHIEF OF POLICE as a supervisory bargaining unit, separate and distinct from all other units in 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 agreement;

NOW, THEREFORE, the TOWN and the CHIEF hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this agreement to which said CHIEF shall be entitled as CHIEF OF POLICE:

1. **DUTIES**

The administrative control of the Police Department for the TOWN shall be the responsibility of the CHIEF OF POLICE.



The Chief's duties 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 TOWN either orally or in writing when requested or required in order to ensure the proper communication between the TOWN 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 vehicle specifications for the Police Department.
- H. Being in charge of all special, auxiliary and/or reserve police officers, if any.
- I. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- J. 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.
- K. Being available for hearings before any Board of the TOWN at which the Police Department is required to appear and before the TOWN Meeting 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.

## 2. HOURS OF WORK

A. The CHIEF agrees to devote an amount of time and energy within which it is reasonably necessary for the CHIEF to faithfully perform the duties of CHIEF OF POLICE under this agreement.

B. It is recognized that the CHIEF OF POLICE must devote a great deal of time outside of the normal office hours to the business of the TOWN, and to that end, the CHIEF OF POLICE shall be allowed to take compensatory time off as he or she shall deem appropriate during said normal office hours at such time which the CHIEF reasonably determines will adversely impact Department operations least.

## 3. INDEMNIFICATION

The TOWN agrees that it shall defend, save harmless and indemnify the CHIEF OF POLICE 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.

## 4. BENEFITS

### A. *Health Insurance/Time off*

1. The CHIEF OF POLICE shall be eligible for all health, life, and disability insurance benefits for which other non-bargaining unit, general government employees are eligible. The TOWN agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to which other current, non-bargaining unit, general government employees of the TOWN are eligible.

2. The CHIEF shall be entitled to 20 workdays of vacation leave during each fiscal year of this agreement, to be credited semi-annually, in two 10-day installments: one on July 1 and one on January 1. The CHIEF may carry

over to the next fiscal year no more than 10 vacation days, which must be used prior to January 1 of the subsequent year. Upon execution of this agreement, the CHIEF will be credited with 13 vacation leave days for the current fiscal year (2014).

3. The CHIEF shall be entitled to 10 sick leave days, three (3) personal leave days, and three (3) bereavement leave days each fiscal year. Upon execution of this contract, the CHIEF will be credited with seven (7) sick leave days, two (2) personal leave days, and three (3) bereavement leave days for the current fiscal year (2014). The CHIEF is entitled to accrue a maximum of 100 days of sick leave.

4. The CHIEF shall receive holiday pay for the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Patriots' Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**B. *Cell phone***

The TOWN agrees to furnish, at its expense, a cell phone for the exclusive professional and personal use of the CHIEF.

**C. *Uniform Allowance***

The CHIEF shall be entitled to a uniform/clothing/cleaning allowance of one thousand, five hundred dollars (\$1500.00) each year.

**D. *Professional Liability Insurance***

The TOWN agrees to furnish, at its expense, professional liability insurance for the CHIEF OF POLICE.

**E. *Injured-on Duty-Benefits***

As a sworn police officer, the CHIEF OF POLICE shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

**5. DUES AND SUBSCRIPTIONS**

The TOWN agrees to budget and to pay for the professional dues and subscriptions of the CHIEF OF POLICE 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, the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, and the applicable regional police chiefs' association.

**6. AUTOMOBILE**

A. The TOWN shall provide a police vehicle for personal and professional use by the CHIEF OF POLICE and pay for all attendant operating and maintenance expenses and insurance on said vehicle. Said vehicle is to be used by the CHIEF OF POLICE in connection with the performance of his duties as CHIEF OF POLICE and for his professional growth and development. The vehicle will not be used for out of state vacations without the permission of the TOWN. The Chief 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's salary.

B. The CHIEF OF POLICE may, upon mutual agreement of the parties, use his private automobile to perform his duties and/or for his professional growth and development as CHIEF OF POLICE. In the event such agreement is reached, the TOWN shall reimburse the CHIEF at the then-current mileage rate used by the TOWN.

**7. PROFESSIONAL DEVELOPMENT**

The TOWN recognizes its obligations to the professional development of the CHIEF OF POLICE, and agrees that the CHIEF OF POLICE shall be given

adequate opportunities to develop his skills and abilities as a law enforcement administrator; accordingly, the CHIEF OF POLICE will be allowed to attend the Massachusetts, New England, and International Association Police training 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 CHIEF OF POLICE for short courses, institutes, and seminars that, in the TOWN'S reasonable judgment, are necessary for his professional development.

#### **8. DEATH DURING TERM OF EMPLOYMENT**

If the CHIEF OF POLICE dies during the term of his employment, the TOWN shall pay to the CHIEF'S estate all the compensation which would otherwise be payable to the CHIEF OF POLICE up to the date of the CHIEF'S death, including, but not limited to, payment for any unused leave days, subject to the limits set forth in Sections 4(A)(2) and 4(A)(3) of this agreement.

#### **9. RETIREMENT**

Upon the retirement of the CHIEF, the TOWN agrees to pay the CHIEF for all unused accumulated vacation and sick leave, subject to the limits set forth in Sections 4(A)(2) and 4(A)(3) of this agreement.

#### **10. DISCIPLINE OR DISCHARGE**

A. It is agreed that the CHIEF OF POLICE can be disciplined or discharged only for just cause, upon proper notice and only after a hearing at which the CHIEF OF POLICE shall have the right to be represented by counsel. The CHIEF OF POLICE shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principle of progressive discipline will apply and the TOWN

recognizes its obligation to provide the CHIEF with periodic performance evaluations.

B. The CHIEF OF POLICE may appeal any discipline or discharge to a committee of arbitrators consisting of three (3) persons. The three persons shall be chosen as follows: one by the TOWN, one by the CHIEF OF POLICE, and one by the two so chosen. A decision of the majority of the three (3)-member committee shall be sufficient to uphold a discharge or to reverse the discharge decision.

C. The CHIEF OF POLICE may appeal any discipline or discharge upheld by the committee of arbitrators to the municipal court or the district court wherein the CHIEF OF POLICE resides or to the superior court, each of which shall have jurisdiction to review whether any discipline was proper and may order the reinstatement of the CHIEF OF POLICE if he or she alleges he or she has been improperly suspended or discharged.

D. In the event of the suspension or discharge of the CHIEF OF POLICE, if the committee of arbitrators or a court shall reverse or modify a suspension or discharge, the CHIEF OF POLICE shall be entitled to back pay, benefits and counsel fees.

**10. COMPENSATION**

The CHIEF OF POLICE shall be compensated as follows:

- A. FY 2014--\$90,000 (prorated during term 10/23/2013-6/30/2014)
- B. FY 2015--\$94,600
- C. FY 2016--\$97,500
- D. FY 2017--\$100,000
- E. FY 2018--\$105,000

**11. NO REDUCTION OF BENEFITS**

The CHIEF shall receive at least the same number of sick days, vacation days, personal days, bereavement days, holiday pay, health and life insurance as other non-bargaining unit, general government employees of the TOWN.

The TOWN agrees that it shall not at any time during the term of this agreement reduce the salary, compensation or other benefits of the CHIEF OF POLICE, except to the extent that such reduction is evenly applied to all employees of the TOWN.

**12. MODIFICATION**

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

**13. LAW GOVERNING**

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

**14. SEVERABILITY OF PROVISIONS**

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

**15. LENGTH OF AGREEMENT**

A. The initial term of this agreement shall be for a period commencing October 23, 2013 and ending June 30, 2018. However, this agreement 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 agreement no less than 12 months prior to the end of its initial or any extended terms, this agreement shall automatically be extended on the then applicable terms and conditions for an additional one (1)-year period.



C. In the event the CHIEF OF POLICE resigns following a formal suggestion by the TOWN that he resign, or that the TOWN does not wish to continue the employment relationship, the TOWN agrees to pay the CHIEF OF POLICE a lump sum severance payment equal to no less than six (6) months' salary and benefits.

D. In the event the CHIEF OF POLICE intends to resign voluntarily, then the CHIEF OF POLICE shall give the TOWN 45 days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the CHIEF will be entitled to receive pay for any accrued but unused leave, subject to limits set forth in Sections 4(A)(2) and 4(A)(3) of this agreement.

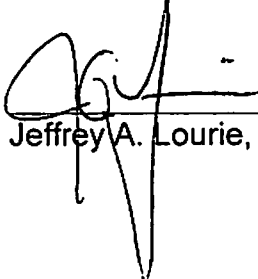
IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

FOR THE TOWN:

  
Sean Hendricks, Town Manager

  
Thomas Rice, Chair, BoS

FOR THE CHIEF OF POLICE:

  
Jeffrey A. Lourie, Chief of Police