



EMPLOYMENT CONTRACT
BETWEEN
TOWN OF UXBRIDGE, MASSACHUSETTS
AND
MARC L. MONTMINY, POLICE CHIEF

This agreement, pursuant to Chapter 41, Section 108O of the Massachusetts General Laws, made on this 12th day of January 2022 by and between the Town of Uxbridge, Commonwealth of Massachusetts, hereinafter the “Town” and Marc L. Montminy, hereinafter the “Chief” or “Chief of Police”.

WHEREAS, the Town desires to employ the services of Marc L. Montminy as Chief of Police of the Town of Uxbridge;

WHEREAS, the Town, under Chapter 41, Section 108O of the General Laws may contract with the Chief for such services; however, said appointment shall be for an extended period of time;

WHEREAS, the Town hereby and hereafter appoints the Chief pursuant to and in accordance with Chapter 41, Section 97A of the Massachusetts General Laws, as amended.

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Chief of Police;

WHEREAS, it is the desire of the Town to obtain the services of the Chief, and to provide inducement for him to remain in such employment; and

WHEREAS, Marc L. Montminy agrees to accept employment as Chief of Police of said Town.

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

ARTICLE 1 Functions and Duties of the Chief of Police

The administrative control of the Police Department for the Town shall be the responsibility of the Chief. The Chief shall abide by and perform his duties as outlined in the Massachusetts General Law, Uxbridge Town Charter and By-Laws and policies derived within. The Chief shall also enforce said laws and regulations.

The Chief’s duties, which he shall perform with efficiency and competence, shall include but not be limited to the following.

A. Maintaining adequate public safety in the Town;

- B. Supervising the daily operation of the Police Department, including the civilian dispatch center;
- C. Supervising of all departmental personnel;
- D. Maintaining communication and updating the Town Manager of Department matters;
- E. Preparing and submitting the Police Department budget;
- F. Submitting reports to the Town either orally or in writing when requested or required in order to ensure proper communication between the Town and the Police Department;
- G. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department;
- H. Supervising and maintaining control of all Department equipment and motor vehicles belonging to or used by the Police Department;
- I. Establishing weapons, ammunition, uniforms, equipment and vehicle specification for the Police Department;
- J. Managing and supervising all special, auxiliary and/or reserve police officers, if any;
- K. Supervising and directing all training programs for department personnel and the assignment of personnel to such programs;
- L. Maintaining the discipline of department personnel; issuing orders, rules, regulations, policies and procedures; and assigning to shifts and duties of all departmental personnel;
- M. Serving as Keeper of the Lockup;
- N. 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;
- O. Being responsible for planning, organizing, directing, staffing and coordinating police operations;
- P. Being responsible for communications with the public, including the media, on matters related to crime, police operations and departmental policies, in consultation with the Town Manager;

ARTICLE 2 Term

This Agreement shall become effective July 1, 2022 and shall be in full force an effect until June 30,2025, unless sooner terminated as provided in this Agreement.

The terms of this agreement will remain in effect unless and until a successor agreement is executed, unless sooner terminated.

ARTICLE 3 Hours of Work

The Chief agrees to dedicate his time and energy necessary to faithfully perform the duties of Chief of Police under this agreement and Massachusetts General Law. The Chief will normally adhere to the Police Department Administrative Schedule, unless circumstances dictate otherwise. In recognition that the Chief must devote a great deal of time outside of normal office hours to the business of the Town, the Chief shall be allowed to take compensatory time off during normal office hours as he shall deem appropriate at such times which the Chief reasonably determines will adversely impact Departmental operations the least.

ARTICLE 4 Indemnification

To the extent allowable by law, the Town agrees to defend, save harmless and indemnify the Chief against any complaint, claim, demand, suit or judgment, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of the Chief's duties as Police Chief of the Town. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as the Chief.

The Town shall not be required to indemnify, hold harmless or defend the Police Chief for any tort, professional liability claim, civil rights claim or demand, or other legal action, arising out of conduct determined by a court of competent jurisdiction to be outside the scope of the Police Chief's duties or as the result of gross negligence or willful, criminal or malicious conduct.

The Parties shall not be required to indemnify or pay legal expenses or costs incurred for any proceeding, hearing or appeal related to any action brought by either party to enforce this agreement.

ARTICLE 5 Compensation and Benefits

The Chief shall receive, and be entitled to, the following benefits:

A. Salary

The Town shall pay the Chief of Police the base sum of \$144,000. In each succeeding year of this Contract, the Chief shall receive the same salary as stated above plus: (i) any annual increase approved by the Town for Department Heads / Non-Collective Bargaining Unit Employees; or (ii) any percentage increase received by any of the regular police officers of any rank for the Town in each of said years, whichever is greater.

B. Stipends

The following stipends shall apply for responsibilities in addition to the normal duties of a Chief of Police, and shall be added to the base salary, and be considered as part of the Chief's regular salary.

- a. \$10,000 in each year of the contract, for serving as the Town's Emergency Management Director.

- b. \$6,000 in each year of the contract, for services as the regional Animal Control Director. It is further agreed that, should the regional effort grow beyond 3 towns, addition compensation will be negotiated.

C. Educational Pay / Career Incentive

In addition to the above, but as part of the Chief's regular salary, the Chief, possessing a Masters Degree in Public Administrations, shall receive an amount of money equal to \$11,000 annually, payable in weekly installments as part of the Chief's regular paycheck.

D. Vacation Leave

The Chief shall be entitled to 25 days of vacation leave in each twelve (12) month period from July 1st. through June 30th. Unused vacation shall be paid in full to the Chief of Police at the end of the fiscal year, or upon separation of service for any reason.

E. Sick Leave

The Chief shall accrue 15 sick days per year, which shall be accrued at 10 hours a month to a maximum of 185 days. Upon retirement as a full-time employee of the Town, the Chief will receive 50 percent of accumulated sick leave upon separation of service for any reason, or upon the Chief's death during the term of this Contract.

F. Personal Leave & Bereavement

The Chief shall be entitled to 5 personal days per fiscal year to be taken at the Chief's discretion.

The Chief shall be entitled to 3 days bereavement leave days for spouse, children, parents, in-laws, sister, brother, grandparents, and grandchildren. Leave days cannot be carried over to the next year.

G. Holidays

The Chief will be entitled to the same holiday schedule as other administrative employees of the town. Pursuant to G.L. c. 147, § 17, If the Chief is on-duty at any time on a Town-recognized holiday, the Chief shall receive one day's pay for working on said holiday.

H. Health Insurance

The Chief shall be eligible to obtain the same health and dental insurance coverage offered through the Town to other employees. The contribution will be the same as other Town employees. Should the Chief elect not to accept the Town's insurance, he shall be entitled to an additional payment of \$3,500 for each fiscal year in which the Town does not have to pay this benefit.

I. Retirement

As a sworn police officer, the Chief shall be entitled to retirement benefits under G.L. Chapter 32. The Town agrees to pay the Chief for all unused accumulated vacation,

holiday, compensatory time, and sick leave, subject to the limits set forth in this agreement.

J. Life Insurance

The Chief shall be provided the same health, disability and life insurance policies as it provides to other non-union Town employees and as required by Massachusetts General Laws.

K. Cell Phone & Laptop

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

The remaining benefits shall generally follow those benefits of the regular full-time police officers of any rank within the department, unless specifically addressed herein.

ARTICLE 6 Uniform Allowance

The Chief shall receive an annual allowance of \$1,500 each fiscal year for the purchase and maintenance of uniforms.

ARTICLE 7 Professional Liability Insurance

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

ARTICLE 8 Injured on duty

As a sworn police officer, the Chief shall be eligible for injured on duty benefits as provided by G.L. c. 41, § 111F. At the Town's request, the Chief will attend and cooperate fully with an evaluation by a Town physician to determine eligibility for benefits under G.L. c. 41, § 111F or to otherwise determine fitness for duty.

ARTICLE 9 No Reduction of Benefits

The Town agrees that the Town shall not at any time during 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 non-union department heads in the Town.

ARTICLE 10 Dues and Subscriptions

Professional dues & subscriptions. The Town agrees to budget for and pay, an appropriate amount for the professional dues and subscriptions of the Chief for continued and full participation in national, regional, state and local associations and organizations necessary and desirable for 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, FBI National Academy

Associate, the Massachusetts Police Chiefs Association and the applicable regional Massachusetts Police Chiefs Association.

ARTICLE 11 Professional Development

The Town recognizes its obligations to the professional development of the Chief and shall give the Chief adequate opportunities to develop the Chief's skills and abilities as a law enforcement administrator. Accordingly, the Chief shall be allowed to attend the International Association of Chiefs of Police conference, the Massachusetts Chiefs of Police Association conference, and the FBI National Academy conference each year without loss of vacation or other leave, and shall be reimbursed by the Town for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences. Additionally, the Town shall pay for the Chief's travel and subsistence expenses for short courses, institutes and seminars that, in the Chief's reasonable judgment, are necessary for professional development.

ARTICLE 12 Automobile

The duties of the Chief of Police require that the Chief have exclusive and unrestricted use of a police vehicle at all times during his/her employment with the Town. The Town shall provide a police vehicle, outfitted with emergency equipment at the Town's expense for use by the Chief. Said vehicle use is provided incident to the law enforcement duties of the Chief enabling the Chief to report directly to crime scenes and emergency situations. The Town shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, fuel, and regular replacement of said vehicle. The Chief shall be permitted to use said vehicle for personal reasons, and during off-duty hours, since the Chief is "on call" in the event of an emergency. The Chief shall be exempt from being assessed a vehicle fringe benefit value pursuant to Internal Revenue Service regulations.

ARTICLE 13 Discipline or Discharge

It is agreed that the Chief may be disciplined, discharged or not reappointed only for just cause, upon proper notice in accordance with Article 7, Section 8 of the Town Charter.

ARTICLE 14 Death During Term of Employment

If the Chief 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 this agreement.

ARTICLE 15 Benefits Subject to Appropriation

For any clause of this Contract which provides that a certain benefit to the Chief shall be subject to appropriation, the Town understands and acknowledges that it shall be responsible to budget and support any such appropriation and the terms of this Contract at any and all town meetings.

ARTICLE 16 Resignation and Termination

- A. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Town to terminate the services and employment of the Police Chief at any time, subject only to the provisions of this Contract and the Town Charter.
- B. Voluntary resignation: In the event the Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Chief shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Upon resignation, the Chief will be entitled to receive pay for any unused leave time.
- C. Involuntary resignation: In the event the Chief resigns following a formal suggestion by the Town that he/she resign before the expiration of the then applicable term of employment, the Town agrees to pay the Chief a lump sum severance payment equal to the balance of any term of appointment but in no event less than 12 months' salary and benefits. Acceptance of said payment shall release the Town of all claims related to said employment; provided, however that in the event the Chief of Police is terminated for cause, the Town shall have no obligation to pay the aggregate severance sum provided for in this paragraph.
- D. Termination: The Town Manager may terminate the Police Chief in accordance with Article 7, Section 8 of the Town Charter, which is incorporated herein by reference.

ARTICLE 17 Contract Termination.

This Contract may be terminated by either party as provided below:

- A. By mutual written agreement, signed by the Town Manager and the Police Chief, upon such terms and conditions as may be acceptable to both parties at the time of termination; or
- B. By the Police Chief upon thirty (30) days' written notice to the Town Manager, which resignation shall be filed with the Town Clerk. Until the effective date of termination, the Police Chief shall continue to perform his duties and shall, if requested, cooperate with the Town Manager in a search for a successor; or
- C. If the Police Chief dies during the Term of this Agreement, the employment relationship created hereby shall terminate and the Police Chief's estate shall be paid in accordance with this Contract.
- D. In the event the Town Manager determines not to renew the Police Chief's Contract.

E. In the event the Police Chief's employment is terminated, this Agreement shall automatically be terminated.

ARTICLE 18 General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs, devisees and personal representatives of the Police Chief.
- C. In the event position of Town Manager changes during the term of this Agreement, the terms and conditions contained herein shall remain in effect.
- D. 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.
- E. This Agreement may not be modified, altered, or changed except by mutual agreement of the parties contained in a written instrument signed by both parties.
- F. For the purposes of the Fair Labor Standards Act, 29 U.S. C., Section 201, et seq., the Police Chief shall be a salaried, exempt executive employee.
- G. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- H. This Agreement shall be executed in duplicate to take effect as a sealed instrument, and each copy thereof shall be deemed an original.
- I. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of laws of such state. All disputes arising under or out of this Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.
- J. This Employment Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Employment Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

For the Town of Uxbridge

For the Chief of Police



By: Steven Sette
Town Manager



By: Marc L. Montminy
Chief of Police