

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF EAST BRIDGEWATER, MASSACHUSETTS
and
MICHAEL JENKINS, CHIEF OF POLICE**

This Agreement (the “Agreement”) is entered into as of September 11, 2023 between the Town of East Bridgewater, Massachusetts (the “Town” or “Employer”) and Michael Jenkins, (“Chief of Police”) in accordance with the provisions of General Laws, c. 41, § 108O.

WITNESSETH:

WHEREAS the Select Board desires to employ the services of Michael Jenkins as the Chief of Police of the Town of East Bridgewater;

WHEREAS the Board under General Laws, c. 41, § 108O may contract with the Chief of Police for such services;

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 Board to retain the services of the Chief of Police, and to provide an inducement for him to remain in such employment; and

WHEREAS Michael Jenkins agrees to accept continued employment as Chief of Police of said Town.

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

Section I: Functions and Duties of the Chief of Police.

The Town hereby offers employment to Michael Jenkins as Chief of Police of said Town, and the Chief of Police accepts said offer of employment. The Chief of Police shall perform the duties specified in the Town By-Laws and such other duties customarily performed by a chief of police as the Board shall from time to time legally assign to him and those specified under Massachusetts General Law, including, but not limited to General Laws, c. 41, §97A. The Chief of Police hereby agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards. Those duties shall include, but not be limited to:

1. Supervision of the daily operation of the East Bridgewater Police Department.
2. Supervise all department personnel.
3. Prepare the Police Department budgets and submit proposals for budgets to the Select Board and the Finance Committee.
4. Keeping the Select Board fully informed of important issues/incidents, primarily communicating through the Town Administrator, who is the Board’s representative in day-to-day matters.

5. Be responsible for all departmental expenditures, disbursements, and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the by-laws of the Town of East Bridgewater.
6. Supervise and oversee all equipment, including automobiles belonging to the Police Department of the Town of East Bridgewater.
7. Establish uniform specifications for the Police Department. Such uniform specifications shall stipulate the items that comprise the uniform, as well as the grade, quality, and/or the number of units of each uniform so specified.
8. Establish weapons and ammunition specifications for the Police Department. The officers of the department shall only carry those weapons and ammunition as authorized by the Chief of Police.
9. Oversee all dispatchers (in partnership with the Fire Chief), auxiliaries, constables, animal control officers, and/or special police officers in the Town of East Bridgewater.
10. Oversee and be responsible for the carrying out of all training programs for departmental personnel, safety programs for all school children, and community policing-related programs.
11. Oversee and have the power to maintain the discipline of the departmental personnel, the assignment to shifts and duties of departmental personnel, and shall have the powers as to discipline conferred upon the Chief of Police by the statute of this Commonwealth. The Chief of Police is the appointing authority for Police Department personnel under General Laws, c. 31, pursuant to Chapter 73 of the Acts of 2003.
12. Be available for hearings before any board of the Town of East Bridgewater at which the Police Department is required to appear and before town meetings when necessary. Either the Chief of Police or his designee, where applicable, shall represent the Police Department in departmental matters.
13. Be the Keeper of the Lockup and Supervisor of all Liquor Agents.
14. Serve as the designated Municipal coordinator and chief executive for the Town's 911 emergency telecommunications and dispatch operations.
15. Is the designated authority to determine in the interests of public safety, when and where specific police detail services may be necessary or required for any traffic-related matter or other events.

Section II. Term.

This Agreement shall become effective September 11, 2023 and shall be in full force and effect until June 30, 2026, subject to **Section III**, and shall be binding on the Town in each year of its duration.

Section III. Separation/Non-Renewal.

For the purposes of this Agreement, paid administrative leave shall not be considered a disciplinary suspension, and the Town shall have the right to place the Chief of Police on paid administrative leave at any time and for any reason.

It is agreed that the Chief may be disciplined or discharged only for just cause, upon proper notice and only after a hearing conducted by the Select Board and consistent with the terms included in this section. "Just cause" under this Agreement shall be defined as a failure to meet performance goals or serious misconduct in violation of any law or Town policy, whether such misconduct occurs on or off duty.

The Town may terminate the Chief of Police for failure to meet performance goals before the expiration of the term of employment. To determine if the Chief of Police is meeting said performance goals, the Board of Selectmen, or the Town Administrator, if directed by the Board, may perform a performance evaluation. The Town and the Chief of Police shall agree in advance on the performance evaluation instrument to be used. In the event of termination for unacceptable performance, the Town agrees to pay the Chief of Police a lump sum cash payment of four (4) weeks' severance pay. Additionally, upon such termination, the Chief of Police shall be paid a lump sum cash payment in lieu of all accumulated vacation and a lump sum cash payment equivalent to 100% of all accumulated sick leave up to one hundred and twenty (120) days.

Absent a vote by the Board of Selectmen to renew or extend this Agreement, the Chief's employment shall end on June 30, 2026.

- a. In the event the Chief of Police voluntarily resigns his position with Town before the expiration of the term of employment provided for herein then he shall give the Town two months' notice in advance unless the parties otherwise agree. In the event the Chief of Police voluntarily resigns, he shall not be eligible for severance benefits.

The Select Board will provide written notification as provided herein to the Chief of Police, one hundred and twenty (120) days before the end of the contract period if the Select Board does not intend to renew this agreement with the terms, conditions, compensation, and benefits, equal to or exceeding this agreement. If the Board fails to provide a minimum of one hundred and twenty (120) days notice, the Chief shall receive three (3) months severance pay, which shall be the sole remedy for insufficient notice under this provision.

- b. The Select Board and Chief of Police, if mutually agreed, may enter into negotiations for the terms of a new agreement at any time prior to the expiration of this contract.

The Town acknowledges that Chief Jenkins has taken a leave of absence from his Civil Service position of Deputy Chief under General Laws, c. 31, §37. Unless the Chief has been terminated for serious misconduct, and subject to the Chief's compliance with all requirements for such a leave of absence, the Board acknowledges that he has the right to return to his Civil Service position of Deputy Chief until the expiration of this Agreement on June 30, 2026. In the event that the East Bridgewater Police Department is removed from the jurisdiction of General Laws, c. 31, the Chief shall retain the right to be reinstated to his position as Deputy Chief so long as he exercises that right on or before June 30, 2026.

Section IV. Salary.

- A. The Town agrees to pay the Chief of Police for services rendered under this Agreement, an annual base salary of \$165,000.00 subject to applicable withholdings and deductions, effective September 11, 2023, and continuing through June 30, 2024, payable in installments at the same time as other employees of the Town are paid.
- B. The Town agrees to pay the Chief of Police for services rendered under this Agreement, an annual base salary of \$170,500.00 subject to applicable withholdings and deductions, effective July 1, 2024, and continuing through June 30, 2025, payable in installments at the same time as other employees of the Town are paid.
- C. The Town agrees to pay the Chief of Police for services rendered under this Agreement, an annual base salary of \$176,000.00 subject to applicable withholdings and deductions, effective July 1, 2025, and continuing through June 30, 2026, payable in installments at the same time as other employees of the Town are paid.
- D. If the Chief of Police continues in office after the expiration of this Agreement, by a vote of the Select Board, and there is no successor agreement, he shall continue to receive the latest salary under this Section until his salary shall be otherwise provided for by the Town. (This Subsection shall survive the termination of this Agreement.)

Section V. Hours of Work.

The Chief of Police agrees to devote the amount of time and energy which he determines is reasonably necessary for the Chief of Police to faithfully perform the duties of the Chief of Police under and within this contract. Due to the unique nature of the municipal public safety management function, it is understood and agreed that in order to properly perform the job required, the Chief may have to expend additional time beyond the normal workday, and the Chief agrees to do the same as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

However, the Chief of Police may adjust his schedule taking into account such extra time as long as the same does not interfere with the obligations to perform his duties. No “compensatory” time may be accrued. Participation as a student in continuing education shall not be considered an activity subject to this paragraph.

- a. The Chief of Police may also accept private detail work outside of the Town of East Bridgewater and outside his normal work schedule, work that is offered to regional Chiefs of Police, provided such detail work does not derogate from his duties as Chief of Police for the Town of East Bridgewater and is not contrary to the best interests of the Town of East Bridgewater. The Chief will provide advance notice to the Town Administrator of all such activities under this paragraph.

- b. The Chief of Police may engage in outside employment/consultant work utilizing his subject matter expertise, if it is not in conflict with East Bridgewater Chief of Police duties and as long as the work complies with General Laws, c. 268A. The Chief shall notify the Town Administrator prior to accepting such outside employment/consultant work.

Section VI. Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, and Disability

- a. The Chief of Police shall be eligible for all health insurance and dental insurance benefits for which all other Department employees are eligible. The Town shall pay the percentage of the premium, and the Chief of Police shall pay a portion of the premium in accordance with the policy the Chief of Police shall select from those offered by the Town under the Group Insurance Commission (GIC).
- b. The Chief of Police shall be granted thirty (30) days paid vacation per contract year. The Chief of Police shall be allowed to carry over any unused portion or submit for reimbursement up to 10 days of unused vacation time remaining to his credit. If the Chief has accrued more than 10 days of unused vacation time, he may apply to the Town Administrator for approval to carry over or submit for reimbursement a greater amount of unused time.
 - 1. Upon resignation, retirement, separation or death, the Chief of Police or his estate, in addition to all other benefits, shall be entitled to be paid for all accrued vacation leave, said monies calculated as of the day of retirement or death.
 - 2. Prior to taking any vacation leave in which the Chief of Police shall be unable to respond to his duties, the Chief of Police shall advise the Town Administrator of the name of the officer-in-charge of the Police Department for the period of the vacation leave.
- c. The Chief of Police shall be granted fifteen (15) sick days per fiscal year. Unused sick days may be accumulated from year to year. The maximum accrued sick leave shall not exceed one hundred and thirty-five (135) days at any time.
 - a. The Chief of Police shall be entitled to receive during the final pay period in December of each year, compensation for those sick leave days accumulated in excess of 120 days. Compensation will be computed at seventy-five percent (75%) of the Chief of Police's regular per diem wage during the final pay period in the fiscal year.
 - b. Upon resignation, retirement or separation, the Chief of Police shall be reimbursed for all unused sick time at 100% up to 120 days. Days in excess of 120 remain subject to the annual buyback.
 - c. Upon death, the Chief's estate shall be paid for all unused sick time at 100% up to one hundred and twenty (120) days.

- e. The Chief of Police shall receive one day off with pay for the following holidays:

Half-day New Year's Eve
New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve (except the day after
when Christmas falls on a Thursday)
Christmas Day
Juneteenth

Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays listed above fall on a Sunday, the following Monday shall be observed as the holiday. The Chief shall receive the foregoing days off without loss of pay but shall not receive additional compensation for said holidays.

- f. In the event of the death of a spouse, child, mother, father, sister or brother, the Chief of Police will be granted five (5) days of leave without loss of pay. In the event of the death of a mother-in-law, father-in-law, grandparent, or grandchild, the Chief of Police will be granted three (3) days of leave without loss of pay. In the event of the death of an aunt, uncle, brother-in-law, sister-in-law, niece, or nephew, the Chief of Police shall be granted one (1) day off without loss of compensation if the funeral is on the Chief's regular workday.
- g. The Chief of Police shall receive three (3) personal days per year.
- h. As a sworn police officer, the Chief of Police shall be entitled to injured-on-duty benefits as defined in General Laws, c. 41, §111F, or any law or benefit relative thereto.

Section VII. Professional Development/Dues & Subscriptions.

- A. Subject to available funding, the Town agrees to pay for the registration, travel, and subsistence expenses of the Chief of Police for short courses, institutes, and seminars that are necessary for his professional development and to pay for the professional dues and subscriptions as the Chief of Police shall find necessary.
- B. Subject to available funding, the Town shall pay the Chief's dues, registration fee(s), travel and subsistence expenses to, from and for the International Association of Chiefs of Police (IACP), the Massachusetts Chiefs of Police Association, the Southeastern Massachusetts Chief of Police Association, Plymouth County Chief of Police Association, and other applicable professional associations as determined by the Chief of Police in consultation with the Town Administrator. The Town agrees the Chief of Police may attend trainings, meetings, and association conventions without the loss of vacation or other leave.

- C. The Chief agrees that attendance at trainings, meetings and conferences shall not interfere with his duties as Chief of Police. The Chief shall notify the Town Administrator if attendance at any of the foregoing activities will be for three (3) or more consecutive days.

Section VIII. Expenses.

- A. The Chief of Police shall be reimbursed for any expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic events.
- B. The Chief of Police shall receive a uniform maintenance allowance of \$1,100.00. He shall also receive a cleaning allowance of \$850.00.
- C. The Town shall reimburse the Chief for the cost of membership at Club Ex Fitness & Nutrition health club, 649 Oak Street, East Bridgewater.
- D. The Town shall provide a mobile phone to the Chief.
- E. The Chief of Police's duties requires that he be on duty and available 24 hours a day, seven (7) days each week. The Town shall provide, maintain, and repair a police vehicle for use by the Chief of Police. The Chief of Police shall also be reimbursed for his tolls and parking expenses in connection with the discharge of his duties. The vehicle may be used for personal use by the Chief of Police since the Chief is "on-call" in the event of an emergency.
- F. When required to use his personal motor vehicle for official business, the Chief of Police shall be reimbursed at the IRS standard auto mileage reimbursement rate.

Section IX. Indemnification.

- A. The Town shall provide indemnification and legal defense for the Chief in accordance with General Laws, c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Chief, so long as the Town would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. The Chief shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim. The Town, during the term of this Agreement, will maintain adequate professional liability insurance for the Employee in connection with his performance of his duties as Chief of Police. (This provision shall survive any termination of this agreement concerning acts or omissions while serving as the Chief.)
- B. If the Chief of Police leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings, he shall be paid for each day of preparation and attendance at the trial on a per diem basis based on his salary at the time of his separation from employment. (This section shall survive the termination of this Agreement.)

Section X. Other/Miscellaneous:

- A. All provisions of the laws of the Commonwealth of Massachusetts relating to retirement, health insurance, and other fringe benefits shall apply to the Chief of Police as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Chief of Police, except as otherwise provided in this Agreement.
- B. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws.

Section XI. No Reduction in Benefits.

The Town shall not at any time during the term of the Agreement reduce the salary, compensation, or other benefits of the Chief of Police, except to the degree such a reduction is across the board for all other employees of the Town.

Section XII. Notices.

Notices pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section XIII. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. The Chief of Police and the Select Board agree that this agreement supersedes the Town's Personnel Bylaw, and as such, the Chief shall not accrue any benefit other than that which is delineated in this contract.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Chief of Police.
- D. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or part or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. For the purposes of the Fair Labor Standards Act, the Chief of Police shall be an "exempt employee."
- F. No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.

IN WITNESS WHEREOF, The Town of East Bridgewater, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its Select Board and duly attested by its Town Clerk, and the Chief of Police has signed and executed this Agreement, both in duplicate.

TOWN OF EAST BRIDGEWATER
Acting by and through its Select Board

Carole Julius
Carole Julius, Chairman

David Sheedy
David Sheedy, Vice-Chairman

Peter Spagone, Jr.
Peter Spagone, Jr., Clerk

Date: 9.14.2023

Attest to Signature:

Kathleen Cavanagh, Acting Town Clerk

Approved as to Legal Form

Town Counsel

Date: _____

CHIEF OF POLICE

Michael Jenkins
Michael Jenkins, Chief of Police

Date: 9/14/2023

TOWN OF EAST BRIDGEWATER
Acting by and through its Select Board

CHIEF OF POLICE

Michael Jenkins, Chief of Police

Date: _____

Carole Julius, Chairman

David Sheedy, Vice-Chairman

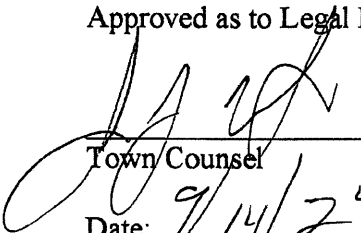
Peter Spagone, Jr., Clerk

Date: _____

Attest to Signature:

Kathleen Cavanagh, Acting Town Clerk

Approved as to Legal Form



Town Counsel

Date: 9/14/23