

TOWN OF HOPEDALE

POLICE CHIEF CONTRACT

This agreement made effective July 1, 2007 by and between the Hopedale Board of Selectmen and Eugene P. Costanza hereinafter referred to as the Chief of Police.

In consideration of all promises herein contained, the parties hereto mutually agree as follows and the Town agrees to seek and provide all funds necessary to maintain this contract.

1. EMPLOYMENT:

The Board of Selectmen hereby agrees to employ Eugene Costanza as the Police Chief for the Town of Hopedale and Eugene Costanza agrees to accept that employment, subject to the terms and conditions of this agreement.

2. TERM:

- a. The initial term of this contract shall be for a period commencing July 1, 2007 and ending June 30, 2010. However, this contract may be extended as provided by its terms.
- b. Unless either party provides written notice to the other of its intentions to renegotiate 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 a period of six (6) months. The Chief shall be employed under the terms of this contract commencing on July 1, 2007 and ending June 30, 2010.

- c. The Board of Selectmen and the Chief agree that if the Board is considering the re-appointment of the Chief to an additional term, negotiations for a successor employment contract shall commence in January 2010. Notwithstanding the provisions of Section 2(b) above the parties agree that if a successor employment contract has not been reached by March 31, 2010, this agreement shall be extended, for a period of 90 days, unless the Board has provided the Chief with written notification on or before March 31, 2010 that it does not intend to re-appoint him to the position of Chief.

3. TERMINATION: DISCIPLINE OR DISCHARGE GRIEVANCE PROCEDURE

- a. It is agreed that the Chief can be disciplined or discharged only for just cause, upon proper notice and only after a hearing at which the Chief shall have the right to be represented by counsel. The Chief 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.
- b. Grievance Process - A grievance is defined to be a dispute between the Chief and the Town or between the Town and the Chief as to any difference concerning the meaning or application of any terms of a numbered Article of the Contract and/or any conditions of employment specified therein. A grievance must be in writing, specifying the Article and Section allegedly violated and listing the remedy requested. All grievances shall be handled in accordance with the grievance procedure set forth herein. Reference to period of days in this section shall not include Saturdays, Sundays, or holidays, or the day that notice is received. The parties may, by mutual agreement in writing, waive the time limitations, or

other conditions provided in this section. The procedure to settle grievances shall be as follows:

Step 1. A grievance may be submitted to the Town Coordinator on an informal basis, orally or in writing, if the chief so requests the parties may discuss the matter and attempt to resolve the situation within five (5) days. If the matter is not resolved, the grievance must be submitted in writing to the Town Coordinator within fifteen (15) days of its occurrence or when the grievance (Chief) knew or reasonably should have known of its occurrence. A copy of any such grievance must also be filed with the Board of Selectmen.

Step 2. The Town Coordinator shall, unless he is unavailable due to such things as vacation, sick leave, conference or similar absence, within five (5) days of receipt of said grievance (or within five (5) days of his return from such absence), attempt to negotiate a settlement with the Chief. If a satisfactory settlement cannot be reached within such five (5) days, the Town Coordinator shall so state in writing to the Chief and the Board of Selectmen within two (2) additional days.

Step 3. After receipt of notification of impasse by the Town Coordinator the Board of Selectmen shall notify the Chief within seven (7) days of notification by the Town Coordinator. The Selectmen shall schedule a meeting with the Chief within fourteen (14) days. If a satisfactory settlement cannot be reached at this meeting, the Board shall notify in writing, within seven (7) days, the Chief and the Town Coordinator.

Step 4. If said grievance has not been resolved by Step 3, then the Chief may submit the grievance to arbitration by first giving written notice to the other party, within fourteen (14) days after receipt of the decision of the Board, stating said parties intention to arbitrate, and by simultaneously filing with Massachusetts Board of Conciliation and Arbitration, two copies of such notice to the other party, together with a copy of this contract and/or any portion of herein, as shall be relevant to said arbitration, including this section. Notwithstanding the provisions set forth in section 2 above, in the event that the chief desires to terminate this contract before the term of service has expired, he "may do so by providing the Board of Selectmen with at least thirty (30) days written notice of this intention. Notwithstanding the provisions set forth in section 2 above, nothing in this contract shall affect the Board's rights to terminate the Chief for Just Cause, at any time after his appointment after a Just Cause hearing pursuant to M.G.L. *Ch. 26A*, Section 97.

4. DUTIES:

The administrative control of the Police Department for the Town shall be the responsibility of the Chief of Police.

5. HOURS OF WORK:

a. 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. The Chief shall normally work week days, day shift, hours.

b. It is recognized that the Chief must devote a great deal of time to his duties. The Chief shall be allowed to take compensatory time off during said normal office hours so long as doing

so does not adversely impact department operations.

- c. The Chief shall perform faithfully, to the best of his ability, the duties of Chief of the Police Department as those duties are set forth in the Massachusetts General Laws and the by-laws of the Town of Hopedale.

6. BENEFITS:

The Chief shall be entitled to all benefits currently available to other non-union salaried employees in accordance with the Town of Hopedale Personnel Benefits By-Law and, for the purposes of a clothing allowance, shall be entitled to an annual amount not to exceed \$1,100 for FY09 and to be renegotiated in FY10 and FY11.

7. RELATIONSHIP BETWEEN THE BOARD AND THE CHIEF:

The Chief shall report to the Chairman of the Board of Selectmen and/or his/her designee for the day-to-day operation of the department. The Board of Selectmen shall meet with the Chief as may be required, but at least once annually for the purpose of discussing the Police Department's budget and/or needs of the department and/or Police Chief.

8. PERFORMANCE:

The Chief shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Chief and the Board of Selectmen and shall be reduced to writing.

9. ENTIRE AGREEMENT:

This contract embodies the whole agreement between the Board of Selectmen and the Chief. There are no inducements, promises, terms, conditions, or obligations made by or entered into by either party other than those contained herein. This contract may not be changed, except by mutual agreement of the chief and the Board of Selectmen.

10. INVALIDITY:

If any paragraph or part of this agreement is made invalid under Massachusetts General Laws and/or the Town of Hopedale by-laws, it shall not affect the remainder of said agreement, but said remainder shall be binding and affective against all parties.

11. SALARY:

- a. Effective July 1, 2007, the chief shall receive a pay increase to his base pay (\$78,139.84) and as of July 1st 2008 (\$80,874.74) and July 1st 2009 (\$83,705.35).
- b. Chief E911 Coordinator/ Communications Director:

Chief Eugene Costanza shall be compensated for being the town's E911 Coordinator and Communications Director. He shall receive \$3,906.99 FY 2008, \$4,448.11 for FY 2009 and \$5,022.32 for FY 2010. Compensation to be computed in the same manner as M. G. L. c41 §108L.

c. Education:

It is agreed by both parties to accept the provisions of G.L.c.41 S 108L: providing that the Commonwealth of Massachusetts continues to reimburse the Town of Hopedale at the present minimum of 50% rate. It is understood that the town will continue to pay the 50% rate of the Quinn Bill if the Commonwealth does not fund said program. The current benefits as follows:

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|---|-----|
| 1. Associates Degree in Law Enforcement, or 60 points | 10% |
| 2. Baccalaureate Degree in Law Enforcement | 20% |
| 3. Masters Degree in Law Enforcement | 25% |

It is further agreed to pay tuition and books if a C grade is maintained. Said reimbursement to take place after certification of course. Receipts shall be required for proof to the Town Accountant

- d.** A Police Vehicle shall be provided for the chief together with all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of his duties as Chief and 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 an emergency.

- e.** The Chief may open up this contract in any year of said contract for the purpose of renegotiating salary increases.

- f.** Successor Mentor:
Chief Eugene Costanza shall be compensated for being the Police Department succession mentor. He shall receive \$3,906.99 FY 2008, \$4,448.11 for FY 2009 and \$5,022.32 for FY 2010.

12. LONGEVITY:

The Chief shall be entitled to longevity benefits as follows: Ten years of service \$1,000 and \$100.00 for every year of service through 19 years. Twenty years of service \$2,500 and \$150 for each additional year of service. Payment to be made based on the anniversary of starting date of hire.

13. HOLIDAYS:

- a.** The following days shall be considered holidays, New Years Day, Labor Day, Martin Luther King Day, Veterans Day, Washington's Birthday, Thanksgiving Day, Patriots Day, Christmas Day, Memorial Day, Independence Day and Columbus Day.
- b.** The Chief shall be eligible for holiday pay pursuant to Mass. General Laws and shall be compensated for said holidays.

14. VACATION AND PERSONAL DAYS:

The Chief shall receive yearly vacation days and personal days consistent with Town Personnel By-Laws.

The Chief shall receive yearly vacation days with pay to be computed as follows:

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|----|-------------------------------------|---------|
| a. | Beginning the 30 th year | 30 days |
| b. | Beginning his 31 st year | 32 days |
| c. | Beginning his 32 nd year | 34 days |
| d. | Beginning his 33 rd year | 36 days |

15. FUNERAL LEAVE:

In the event of a death in the Chiefs family the town will grant reasonable time off without loss of normal straight time compensation for all scheduled work days falling within the five day period next following the date of death in the immediate family. Immediate family being wife, children, parents, sister or brother, parents in law or in the immediate household. For other members of the family, grandparents, grandchildren, aunts or uncles three days without loss of pay will be granted if the funeral is held on a scheduled workday. More time in individual cases due to unusual circumstances or for persons other than those listed above, shall be granted subject to the discretion of the board of selectmen or their designee.

16. INDEMNIFICATION:

To the extent permitted by law the Town agrees that they shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand, or other civil actions, arising out of an alleged act or omission occurring in the performance of the Chiefs duties as Police Chief of the Town.

17. DEATH DURING TERM OF EMPLOYMENT:

If the Chief dies during the term of his employment, the Town shall pay to the Chiefs beneficiary all the compensation which would otherwise be payable to the Chief up to the date of the Chiefs death.

18. SICK LEAVE:

- a. The Chief shall accumulate sick leave days, which will accrue at the rate of one day per month of actual full-time work. A maximum accumulation will be 150 days.
- b. See Addendum A.

19. REIMBURSEMENT FOR EXPENSES:

The Board shall reimburse the Chief for all expenses reasonably incurred in the performance of his duties under this contract. In particular, the Chief shall be reimbursed for all costs incurred for all local, state and national meetings /conferences. (Prior approval must be granted by the Board of Selectmen for National Conferences.)


20. APPROPRIATION


The terms of this Agreement shall be subject to annual appropriation by Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement and a duplicate thereof this _____ day of _____, 2007.


Alan J. Ryan, Cym.


Eugene P. Costanza, Police Chief


Michael E. Collins


Louis J. Arcudi III
HOPEDALE BOARD OF SELECTMEN

**TOWN OF HOPEDALE
POLICE CHIEF CONTRACT
Addendum A**

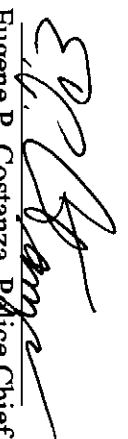
The parties have agreed to place \$37,229, an amount raised and appropriated under Article 6 of the May 16, 2006 Annual Town Meeting, aside, in a non-interest bearing account, to be paid to Eugene P Costanza, at the time of his retirement from the Town of Hopedale or his death, whichever comes first. This amount is equal to the sick time buy back Chief Costanza would have been entitled to had he retired from the Hopedale Police Department on June 30, 2006.

The Hopedale Board of Selectmen and Eugene P. Costanza agree therefore to remove all future rights of Sick Time Buy Back from this contract.

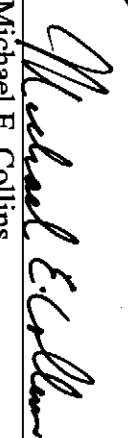
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement and a duplicate thereof this Seventeenth day of December, 2007.



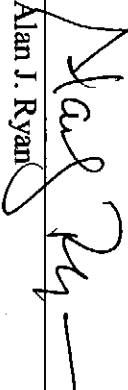
Lewis J. Arcudi III, Chrm.



Eugene P. Costanza, Police Chief



Michael E. Collins



Alan J. Ryan
HOPEDALE BOARD OF SELECTMEN