

CONTRACT BETWEEN
THE TOWN OF BLACKSTONE
AND
GREGORY GILMORE

On this 28th day of June 2022, the Town of Blackstone, a municipal corporation with a business address of 15 St. Paul Street, Blackstone, MA, 01504, (hereinafter the "Town") by the Town Administrator and Gregory Gilmore (hereinafter the "Chief") enter into the following agreement pursuant to Massachusetts General Laws Chapter 41, Section 108O as amended.

WHEREAS, the Town wishes to secure the services of the Chief in the position of Chief of Police of the Town of Blackstone (hereinafter referred to in the singular "Chief of Police") on an annual basis by appointment of the Town Administrator, and subject to future extensions and renewals of this agreement; and

WHEREAS, the Chief wishes to perform the duties of the position of the Chief of Police as provided herein and subject hereto;

NOW, THEREFORE, the Town and the Chief hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this agreement.

1. EMPLOYMENT

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

2. TERM

- a. This Contract shall commence on July 1, 2022 and terminate on June 30, 2025. This Contract shall be renewable at the option of the Town Administrator, pursuant to C5-2 (A) (1) of the Charter of the Town of Blackstone.

3. COMPENSATION

a. **SALARY**

The Town shall pay, subject to appropriation, the Police Chief the following salary:

For the period commencing on July 1, 2022, through June 30, 2023:
\$128,415.00

For the period commencing on July 1, 2023 through June 30, 2024:
\$131,625.00

For the period commencing on July 1, 2024 through June 30, 2025:
\$134,915.00

The Chief shall receive such merit increases or salary adjustments as may be made at the discretion of the Town Administrator based on the Chief's annual performance evaluation and subject to appropriation. As with other Town employee, the Chief's salary shall be paid in accordance with the Town's payroll procedures, as may be amended from time to time.

b. AUTOMOBILE

The Town shall provide the Chief with a vehicle for his use and shall pay all attendant operating and maintenance expenses and insurance. Said vehicle shall be used by the Chief in connection with the performance of his duties as Chief of Police. Said vehicle may also be used by the Chief for personal transportation since the Chief's responsibilities require that he be "on call" at all times, and may be required to be present for certain emergency situations, or situations in furtherance of his duties, at a moment's notice.

4. **BENEFITS**

The Chief shall receive the following benefits:

- a. Vacation Leave: Pursuant to the By-Laws of the Town of Blackstone, and based on a forty (40) hour workweek, the Chief shall accrue twenty (25) vacation days per year, which is the equivalent of two hundred hours (200) per year. Two weeks advance notice by the Chief shall be given to the Town Administrator for use of a vacation day. Should the Chief fail to use his annual vacation time, he will be permitted to carry over his vacation time up to one week or forty (40) hours every fiscal year. No vacation time or carried over vacation time will be allowed to be bought back or cashed in.
- b. Sick Leave: The Chief shall accrue fifteen (15) sick days per year, which shall be accrued at one (1.25) days per month, to a maximum of one hundred twenty (120) days.
 - i. The Chief shall be allowed to participate in the Town's Sick Leave Bank Program as outlined in the Collective Bargaining Agreement between the Town of Blackstone and the Massachusetts Coalition of Police Local 442, AFL-CIO. Sick leave may be accumulated to a maximum of nine hundred

sixty (960) hours. Any amount of accumulated sick leave in each fiscal year beyond the nine hundred sixty hours (960) shall be reimbursed by (50%) percent of the chief's hourly rate of pay.

- ii. Upon retirement as a full-time employee of the Town, the Chief will receive fifty (50%) percent of his accumulated sick leave. This will likewise apply if the Chief is forced to retire as a result of a job-related injury or under the "Heart Bill."

- c. Personal Leave: The Chief shall be entitled to three (3) personal days per fiscal year to be taken at his discretion, or four (4) with less than three (3) sick days used per fiscal year

- d. Bereavement Leave: In the event of the death of a spouse, son, daughter, father, mother, stepson, stepdaughter, stepfather, stepmother, brother, sister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or any person not classified above, but who permanently resides with the family of the Chief, the Chief shall be granted three (3) days off within a reasonable amount of time, subject to approval of the Chairman of the Board of Selectmen, without loss of pay for the purpose of attending funeral services, arranging for burial, and as a period of bereavement. Leave without loss of pay under this section will not be deducted from sick, personal or vacation leave.

- e. Holiday Pay: The Chief will be entitled to the same holiday schedule as other administrative employees of the town. If the Chief is working a scheduled work day on a Town-recognized holiday, he shall receive one day's pay for working on said holiday OR shall "Bank" the holiday to be used no more than 180 days after said holiday

- g. Longevity Pay: In addition to the above figures, but part of his regular salary, the Chief shall receive longevity pay in the amount of two thousand four hundred dollars (\$2,400.00), said payment to be made in the first pay period after the Chief's anniversary date. After twenty five (25) years of service the longevity rate shall increase to \$3,100.00.

- h. Hazard Pay: In addition to the above figures, but part of his regular salary, the Chief shall receive hazard pay in the amount of nine hundred dollars (\$1250.00), said payment to be made in the first pay period in the month of December of each year of the contract thereafter.

- i. Uniform Allowance: The Chief shall receive an annual allowance of three (3) percent (3%) of his base salary.

- j. Health Insurance: The Chief shall be eligible to obtain health insurance coverage under a choice of plans offered through the Town. The Town shall contribute 75% of the premium for such coverage; the Chief shall pay 25% of the premium for such coverage.

- k. Life Insurance: The Town shall provide the Chief with life insurance coverage in the amount of twenty thousand dollars (\$20,000). The Town shall contribute 75% of the premium for such coverage; the Chief shall pay 25% of the premium for such coverage. Furthermore, the Chief shall receive life insurance coverage through the town's insurance policy as outlined for police officers through Cabot Risk.
- l. Educational Pay: In addition to the above figures, but part of his regular salary, the Chief shall receive educational pay and career incentive pay pursuant to and in accordance with the Police Incentive Pay Program and provisions as same are so stated in M.G.L. Chapter 41, s. 108L, as amended (hereinafter "the Quinn Bill).

5. DUTIES

The head of the Police Department for the Town shall be the Chief of Police. The Chief shall be responsible to the Town Administrator under applicable Massachusetts General Laws and the Town's Charter and General By-laws, to the extent that same may affect the operation of the Police Department, the Police Department Rules and Regulations and the Town Charter.

The Chief shall have administrative control of the Blackstone Police Department and civilian dispatch center in his position as Chief of Police. The Chief agrees to perform such duties usually associated with the position of Chief of Police as provided in Massachusetts General Laws, the General By-laws of the Town, the Police Department's Rules and Regulations and the Town Charter, such duties to include, without limitation, the following:

- a. Being responsible for maintaining adequate public safety in the Town;
- b. Being responsible for the command of the daily operations of the Department;
- c. Being responsible for supervising and directing all Department personnel;
- d. Being responsible for preparing and submitting the Department budget;
- e. Being responsible for keeping the Town Administrator advised of Department matters;
- f. Being responsible for submitting reports to the Town Administrator and Board of Selectmen either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Department;
- g. Being responsible for all Departmental expenditures, as well as the receipt of funds and property in the custody of the Department;
- h. Being responsible for all Department property in custody of the Department;
- i. Being responsible for the supervision and control of all Department equipment and motor vehicles belonging to or used by the Department;

- j. Being responsible for preparing weapons, ammunition, uniforms, equipment and vehicle specifications for the Department;
- k. Being in charge of all special, auxiliary and/or intermittent police officers;
- l. Being in charge of the Animal Control Officer and operations of that department.
- m. Serving as Keeper of the Lockup (M.G.L. Ch. 40, s. 35)
- n. Being responsible for supervising and controlling all training programs for Department personnel and the assignment of personnel to such programs;
- o. Being responsible for 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;
- p. Being responsible for being available for hearings before any Board of the Town at which the Chief is requested to appear and before the Town Meeting when necessary;
- q. Being responsible for planning, organizing, directing, staffing and coordinating Police operations;
- r. Being responsible for communications with the public, including the media, on matters related to crime, police operations and Department policy;
- s. Being responsible for the proper training and qualification of personnel for duty;
- t. Being responsible for maintaining adequate books and records for the Department in such detail to furnish all information necessary for the operation of the Department and to permit analysis and report;
- u. Being responsible for the coordination with other Town Departments' non-law enforcement Department activities as appropriate; and
- v. Being responsible for such other reasonable duties as requested by the Town Administrator, either directly or through the Board of Selectmen, or other such reasonable duties as are consistent with the duties of a Police Chief and as may be required in accordance with the state and federal law, the Town's By-laws, the Police Department Rules and Regulations and the Town Charter.
- w. Being responsible for conducting annual reviews of all police personnel in the Blackstone Police Department.

6. HOURS OF WORK

- a. The Chief shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Chief of Police under this Contract.
- b. It is recognized that the Chief must devote a great deal of time outside normal office hours to conduct the business of the Town. The Chief, therefore, shall be allowed to alter his schedule as he deems appropriate during said normal office hours, and at such times that will least adversely impact Department operations. The Chief shall notify the Town Administrator 48 hours in advance in writing when planning to be absent from the Department for any more than two (2) days.
- c. For the purposes of the Fair Labor and Standards Act, the Chief shall be an exempt employee.

7. INDEMNIFICATION

The Town shall defend, save harmless and indemnify the Chief from personal financial loss and expenses, including reasonable legal fees and costs, if any, in the amount of one million dollars (\$1,000,000.00) arising out of any claim, action, demand, award, compromise, settlement or judgment related to or arising out of his employment including but not limited to any such claims or complaints by reason of an intentional tort or by reason of any act or omission that constitutes a violation of civil rights of any person under any federal or state law, if the Chief, at the time of such intentional tort or such act or omission was acting within the scope of his official duties or employment, subject to approval by separate vote by the Board of Selectmen. Notwithstanding the foregoing, the Chief shall not be so indemnified for violations of any civil rights if he acted in a grossly negligent, willful and/or malicious manner.

The Chief agrees to notify the Town within forty-eight (48) hours of his receipt of notice of any such claim and to cooperate fully with counsel designated by the Town to handle such claim. The Town may obtain insurance to cover its obligations under this section as it deems appropriate.

8. INSURANCE

- a. The Town recognizes that the Chief comes under the Professional Liability Insurance Policy maintained by the Town for all its employees.
- b. The Town acknowledges that the Chief is covered by General Laws Chapter 41, Section 111F.

9. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of this Contract, or any extension thereof, the Town shall pay to the Chief's spouse 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 accrued, but unused vacation and holiday leave in accordance with state law, the Town of Blackstone Charter, Town of Blackstone by-laws, and Town of Blackstone personnel policies. In the event that the Chief's spouse does not survive the Chief, or the Chief does not have a spouse at the time of his death, then the Town shall pay to the Chief's then living descendent(s) 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 accrued, but unused vacation and holiday leave in accordance with state law.

10. DUES AND SUBSCRIPTIONS

The Town agrees to budget and pay, subject to funding, an appropriate amount for the professional dues and subscriptions of the Chief for his continued 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 Police Chiefs Association and the applicable regional Massachusetts Police Chiefs Association.

11. PROFESSIONAL DEVELOPMENT

The Town recognizes its obligations to the professional development of the Chief and shall give the Chief adequate opportunities to develop his skills and abilities as a law enforcement administrator, subject to funding. Accordingly, the Chief shall be allowed to attend the New England Chiefs of Police Conference, and/or the International Association of Chiefs of Police Conference, and/or the New England Narcotic Enforcement Officers Association 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, subject to funding availability. Additionally, the Town shall pay for the Chief's travel and subsistence expenses for short courses, institutes and seminars that, in his reasonable judgment, are necessary for his professional development.

12. DISCIPLINE OR DISCHARGE

- a. Pursuant to Chapter 41, Section 97A of the Massachusetts General Laws, the Chief may be disciplined, discharged or not reappointed 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 of his choosing. 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 type of disciplinary action imposed is at the discretion of the Town Administrator and is dependent upon the nature of the disciplinary violation.

- b. The Chief may appeal any discipline which results in a suspension, termination or other loss of compensation provided for in this contract and/or a termination of this contract during its term by requesting a hearing before the Board of Selectmen within seven (7) days of receiving the discipline. The Board will hold a hearing at a mutually convenient time and will issue a decision within ten (10) days of the hearing. The Chief's exclusive remedy for appealing the Board's decision will be arbitration, either to an arbitrator mutually agreed upon by the parties or to the Massachusetts Department of Labor Relations, within fourteen (14) days of receipt of the Board's decision.

The fees and expenses of the Arbitrator shall be borne equally by the Town and the Chief. Each party will be responsible for its own costs and attorneys' fees.

The Arbitrator shall not add to, subtract from or modify the terms of the contract. The Arbitrator shall not violate, misinterpret or misapply any state or federal laws or regulations nor be arbitrary and capricious in rendering a decision.

The arbitrator's decision may be reviewed under M.G.L. C. 150C.

13. RESIGNATION

If the Chief resigns voluntarily before the expiration of any term of employment, the Chief shall give the Town one hundred and eighty (180) days written notice in advance, unless the parties otherwise agree in writing. The Chief shall be entitled to receive pay for accrued, but unused vacation and holiday leave as required by law. For the purposes of this Agreement, "resignation" does not include retirement.

14. AMENDMENTS

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.

15. LAW GOVERNING

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

The Town agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other benefits of the Chief of Police.

16. SEVERABILITY OF PROVISIONS

If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

This writing contains the entire agreement between the Chief and the Town. There have been no inducements, promises, terms, conditions or obligations made or entered into by either party other than those set forth herein.

17. PERFORMANCE EVALUATION

The Town Administrator shall review and evaluate the performance of the Employee annually within ninety (90) days of each anniversary of his employment date in accordance with specific criteria to be developed jointly by the Town Administrator and the Employee, provided however, that should there arise any disagreement over said criteria, the determination of the Town Administrator shall prevail. Upon completion of each performance evaluation, the Town Administrator shall provide the Employee with a summary written statement of the findings of the Town Administrator and provide an opportunity for the Employee to discuss his evaluation with the Town Administrator.

18. ASSIGNMENT

Neither party shall assign, transfer, convey, or otherwise dispose of any portion of its interest in this Contract.

19. ENTIRE AGREEMENT

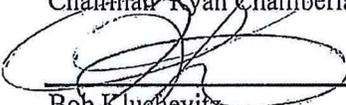
The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Agreement, had, or has any authority to make any representation or promise not contained in this Agreement, and each of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise.

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

**BOARD OF SELECTMEN
BLACKSTONE, MASSACHUSETTS**



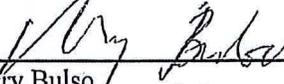
Chairman Ryan Chamberland



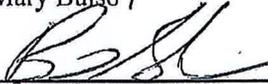
Bob Kluevitz



Tanya Polak

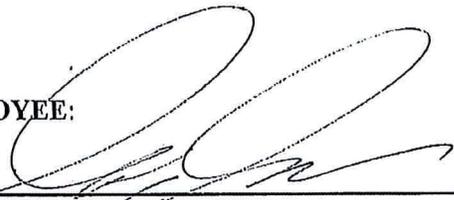


Mary Bulso



Brian Scanlan

DATE: 7/11/22

EMPLOYEE:


Gregory Gilmore

DATE: 7-11-2022