

EMPLOYMENT CONTRACT BETWEEN
THE TOWN OF STOW
AND

CHIEF MICHAEL J. SALLESE

On this 26th day of January, 2021, the Town of Stow, a municipal corporation with a business address of 380 Great Road Stow, Massachusetts, (hereinafter the "Town") by the Board of Selectmen and Chief Michael J. Sallese (hereinafter the "Chief") enter into the following contract pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the Town is desirous of securing the services of the Chief in the administration of the Stow Police Department (hereinafter the "Department"); and

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

WHEREAS, the Town has or here by does recognize voluntarily pursuant to M.G.L.c.150E,§4 and the applicable regulations of the Massachusetts Labor Relations Commission, the position of Chief of Police as a supervisory unit, separate and distinct from all other units in the Police Department;

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 Contract.

Section 1. APPOINTMENT

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

Section 2. TERM

- a. The initial term of this Contract shall be for an initial three (3) year term commencing on, January 26, 2021 and ending on, January 25, 2024. However, this Contract 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 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 an additional one (1) year period.

Section 3. COMPENSATION & BENEFITS

- a. Beginning at the execution of this contract through June 30, 2021, the Town shall pay the Police Chief the annual salary of \$ \$129,867, prorated through June 30th.
- b. Beginning July 1, 2021, the Town shall pay the Police Chief the annual salary of \$131,514.
- c. Beginning July 1, 2022, and on each succeeding year of this Contract, the Chief shall receive the same annual COLA increase in salary approved by the Town Administrator for Department Heads / Non-Collective Bargaining Unit Employees. Any other increase shall be subject to negotiation.
- d. In addition to the foregoing, the Chief shall receive, and been titled to, the following

1. **Vacation Leave:** Beginning July 1, 2021, the Chief shall be entitled to 20 days of vacation leave in each twelve (12) month period from July 1st through June 30th. Unused vacation may be carried over from one year to another, but there may be no more than 40 days accumulated at once. Vacation leave shall be scheduled by the Chief with the approval of the Town Administrator so as not conflict with the needs of the Town. Unused and accrued vacation shall be paid in full to the Chief of Police upon termination.

-The Chief will carry forward all vacation time earned as a member of local 206.

2. **Sick leave.** The Chief shall be credited any accrued sick days currently on the books. Beginning July 1, 2021, the Chief shall accrue 15 per year, which shall be issued July 1st, to a maximum of 195 days. If the Chief dies due to an on-duty incident, his beneficiary will receive a payout of 100 percent of the remaining sick time. There shall be no payout of unused sick time for any other reason of separation.
3. **Personal leave.** Beginning July 1, 2021, the Chief shall be entitled to 4 personal days per fiscal year to be taken at the Chief's discretion with the permission of the Town Administrator. Personal days may not be carried over and no payout will be issued for any unused personal days.
4. **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 3 days off, and in the event of a death in the Chief's family for a relative other than those herein enumerated, the

Chief shall be granted 1 day off as bereavement leave within a reasonable amount of time, subject to approval of the Town Administrator, 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.

5. **Holiday pay.** The Chief shall have all town-recognized holidays off. If the Chief is required to be on-duty at any time on a Town-recognized holiday, the Chief shall receive compensation time off at the rate of hour for hour on another day work day at the approval of the Town Administrator.
6. **Longevity pay** The Chief is not eligible for longevity pay.
7. **Clothing/Equipment Allowance:** Beginning July 1, 2021, the Chief shall receive an annual allowance of \$1,200 each fiscal year for the purchase and maintenance of clothing, equipment and job-related subscriptions and service
8. **Insurance:** The Chief shall be eligible to obtain health, dental, and life insurance with the same coverage and cost as other town employees under Massachusetts General Laws c32B.
9. **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.
10. **Retirement.** As a sworn police officer, the Chief shall be entitled to retirement benefits under G.L. c. 32.
11. **Compensatory time.** It is recognized that the greater work responsibilities of salaried employees may cause them to frequently work greater than 40 hours per week. It is recognized that the Chief must devote a great deal of time outside normal office hours to conduct the business of the Town. It is also recognized that salaried employees may accrue/use compensatory time and have some work schedule flexibility (accrual rate shall be hour for hour worked). The Chief, therefore, shall be allowed to take compensatory time off and alter the Chief's schedule as approved by the Town Administrator during said normal office hours, and at such times that will least adversely impact Department operations. Prior to any time accrued or used permission must be granted by the Town Administrator. The maximum amount of time accrued during a fiscal year is 80 hours. Unused time will be lost and no payout will be allowed.

12. **Accreditation Stipend.** When the Department has attained the "Accredited" status through the Massachusetts Police Accreditation Commission, the Chief shall be entitled to receive a one-time stipend of \$1,000.

Section 4. DUTIES

The head of the Police Department for the Town shall be the Chief of Police. The Chief shall have administrative control of the Police Department and civilian dispatch center. The duties of the Chief shall include, but not be limited to those outlined in the attached job description.

Section 5. HOURS OF WORK

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.

Section 6. INDEMNIFICATION & INSURANCE

- a. Indemnification. 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.
- b. 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

Section 7. 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 Chiefs spouse all the compensation which would otherwise be payable to the Chief up to the date of the Chiefs death including, but not limited to accrued, but unused leave days. In the event that the Chiefs 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 Chiefs then living descendent(s), (3 children) to be divided equally, all the compensation which would otherwise be payable to the Chief up to the date of the Chiefs death including, but not limited to accrued, but unused leave days, in shares as may nearly be of equal value.

Section 8. DUES, SUBSCRIPTIONS & PROFESSIONAL DEVELOPMENT

- a. The Board recognizes and encourages the Chief of Police to join professional organizations that are typically affiliated with municipal government and public safety. 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, the Massachusetts Police Chiefs Association and the applicable regional Massachusetts Police Chiefs Association. Should the Chief of Police attend seminars, conferences, or workshops sponsored by such professional organizations, time spent as such conferences shall not be deducted from vacation leave. For attendance at any professional development over one (1) day's duration, the Chief of Police will notify the Town Administrator for permission prior to attending

- b. The Town agrees to pay for the reasonable registration, travel, and sustenance expenses of the Chief of Police for dues, courses, institutes, and seminars that are necessary for his professional development and for the good of the Town, subject to the availability of an appropriation, and with permission from the Town Administrator.
- c. The maximum amount of money that the Town will pay per year for the total expenses associated with professional development shall be four thousand dollars (\$4,000).

Section 9. EDUCATIONAL INCENTIVE

- a. The Chief of Police shall be eligible for up to four thousand dollars (\$4,000) annually for college credit towards an advanced degree in the Law Enforcement or Public Administration field. Prior written approval of the Town, by and through its Town Administrator, is required before any educational incentive can be earned or received by the Chief. The Chief is solely responsible for providing the Town Administrator with the records and documents necessary to enable the Town Administrator to render an informed and reasonable decision establishing whether and when the Chief qualifies for this educational incentive. The Town Administrator will expect the Chief to provide those documents and records that are customary and usual within the accredited academic profession (e.g. certified school transcripts, published course descriptions).
- b. Approved educational incentive bonuses and tuition\book reimbursement will be paid to the employee in the Fiscal Year it was earned, provided it had been budgeted for.
- c. There shall be no other educational incentive bonus provided to the Chief in terms of salary percentage increases.

Section 10. AUTOMOBILE, CELLULAR PHONE & LAPTOP COMPUTER

- a. 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 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, 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 24 hours 7 days a week" 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.

- b. The Town shall provide the Chief with a cellular phone, including a cellular and data plan for said phone, and laptop computer for the exclusive and restricted use by the Chief of Police for Police Department and Town purposes only. The Town shall be responsible for paying for the purchase, operation, maintenance, repair, and regular replacement of said cellular phone and laptop computer. The Chief will be held to the strict standard of the Stow Police Department Policies and Procedures with respect to department cell phone and computer usage. Any violation of this section is grounds for disciplinary action.

Section 11. PERFORMANCE EVALUATIONS

- a. Annually, the Town Administrator and Police Chief shall jointly develop specific goals and objectives that are necessary for the proper operation and welfare of the Police Department and shall further jointly establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified as well as the annual operating and capital budgets and appropriations.
- b. The Town Administrator shall review and evaluate the performance of the Chief of Police on a formal basis at least once annually under the terms and conditions of this Contract. Said review and evaluation shall include, but not be limited to – (1) the Chief's progress and performance on the annual goals and objectives as described above in this section; (2) budgetary/financial administration; (3) personnel administration; (4) supervisor/leadership; (5) staff development; (6) public relations; (7) employee and labor relations; (8) policy execution; (9) community engagement; and (10) interaction with the Town Administrator as well as other governmental officials, departments, boards and committees.
- c. Such review and evaluation of performance of the Chief shall be done in conformity with the specific performance goals, objectives and criteria established by the above method. The Town Administrator shall provide the Chief of Police with a written evaluation report after each formal review and evaluation and shall provide the Chief of Police with an opportunity to discuss the Chief's review and evaluation. If the Chief disputes any portion of the evaluation, then the Chief shall be permitted to memorialize this dispute in

writing, detailing the nature of the dispute, and such document shall be attached to and incorporated into the evaluation form, and become a part of the Chief's personnel file.

Section 12. DISCIPLINE, DISCHARGE & NON-REAPPOINTMENT

Disciplinary proceedings. It is agreed that the Chief may be disciplined, discharged or not reappointed only for just cause, upon proper notice and only after a hearing conducted by, and by super majority vote (4/5) of, the Board of Selectmen and consistent with the terms included in this section and in accordance with the requirements under the Open Meeting Law.

- a. 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.
- b. The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Chief at least ten (10) business days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged and the evidence in support thereof in such specificity so that the Chief may understand and prepare his defense; and (iv) the range of discipline considered.
- c. The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the Chief of Police.
- d. During the hearing, the Chief of Police shall have the right to be represented by a representative of his/her choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments.
- e. In its decision, the Board of Selectmen shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented.
- f. The principles of progressive discipline will apply, and the Town recognizes its obligation to provide the Chief with performance evaluations.

Rights of appeal. With respect to any such proceedings instituted under this section, the following rights of appeal shall apply:

- a. The Chief may appeal any discipline or discharge to a panel of arbitrators consisting of three (3) persons or a single arbitrator. If the Chief chooses a panel of arbitrators, the three (3) persons shall be chosen as follows: one by the Town, one by the Chief, and one by the two so chosen. A majority of the three (3) member panel shall be

sufficient to uphold or to reverse the decision. Any arbitration shall be subject to the Labor Arbitration Rules of the American Arbitration Association with the costs to be shared equally by the parties.

- b. The Chief may appeal any decision upheld by the arbitrator(s) to: (i) the district court wherein the Chief resides; or (ii) any superior court having jurisdiction. Each of the aforementioned courts shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Chief if he/she alleges that he/she has been improperly suspended or discharged.
- c. In the event of the suspension or discharge of the Chief, if the arbitrator(s), or the district court for the judicial district wherein the Chief resides, or the superior court shall reverse a suspension or discharge and order that the Chief be reinstated to duty, the Chief shall be entitled to back pay, benefits and counsel fees.

Section 13. RESIGNATION & TERMINATION

- a. 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 sixty (60) 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 eligible unused leave time.
- b. Involuntary resignation: In the event the Chief resigns following a formal suggestion by the Town that he resign before the expiration of the then applicable term of employment, the Town agrees to pay the Chief severance pay for either the period of time which the Police Chief remains unemployed as a Police Chief or three months, whichever is less.
- c. Unless otherwise provided in this Contract, if the Chief chooses to resign as Chief for any reason other than malfeasance in office, within the first year of this contract he shall be entitled to reinstatement to his prior rank of Detective Sergeant with the Department. If the Chief is reinstated to the rank of Detective Sergeant he shall not be entitled to any severance pay or additional compensation of any kind. The Chief understands and agrees that any conduct that results in termination for just cause shall immediately invalidate this right to reinstatement under this section. Upon reinstatement, the Detective Sergeant shall have all of the rights and status he had immediately prior to his appointment as Chief. In addition, the number of years served as Chief of Police shall be credited to him for purposes of retirement rights and benefits.

Section 14. POLITICAL ACTIVITIES

The Department upholds the values of Peele's 9 Principles of "Fair and Impartial Policing". To maintain those values and the department's impartiality, the Chief of Police agrees that his role in political activities shall be limited to private vote.

During his tenure as the Chief of Police for the Town, the Chief agrees to NOT participate in public fundraisers for individuals campaigning for public office or the election/re-election process. This includes public appearances at "fundraising events", named endorsement, private financial support, or written nomination. This agreement does not prohibit the Chief of Police from a working professional relationship with elected officials in the performance of his daily duties that come with executing the mission of the Department.

Section 15. 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.


Section 16. MISCELLANEOUS PROVISIONS

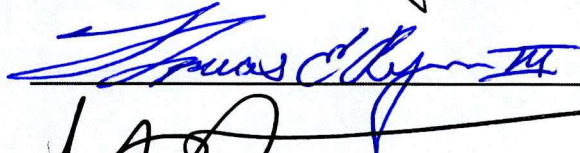
- a. This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.
- b. If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
- c. 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.
- d. No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.
- e. 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 Contract, had, or has any authority to make any representation or promise not contained in this Contract, and each of the parties to this Contract acknowledges that such party has not executed this Contract 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.

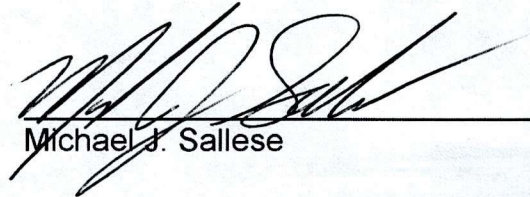
**TOWN OF STOW
BOARD OF SELECTMEN**

CHIEF OF POLICE



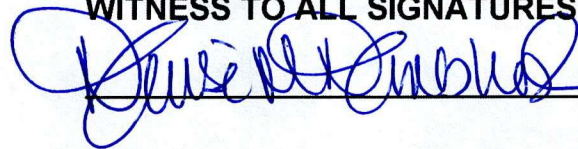






Michael J. Sallesse

WITNESS TO ALL SIGNATURES



Job Title: Chief of Police

Department: Police Department

Supervisor: Town Administrator

Hours Worked: Full-Time (40hrs/week)

Statement of Duties: The Chief of Police (M.G.L. c. 41, §97) is the Chief Executive Officer of the Police Department and the final departmental authority in all matters of policy, operations, and discipline. The employee exercises all lawful powers of the office and issues such lawful orders as are necessary to assure the effective performance of the Department. Through the Chief of Police the Department is responsible for the enforcement of all laws coming within its legal jurisdiction. The Chief of Police is responsible for planning, directing, coordinating, controlling and staffing all activities of the Department. The employee is also responsible for its continued and efficient operation, for the enforcement of rules and regulations within the department, for the completion and forwarding of such reports as may be required by proper authority, and for the Department's relations with local citizens, the local government and other Town agencies. Performs all other related work as required.

Supervision Required: Under the general supervision of the Town Administrator, the employee carries out duties and responsibilities in accordance with municipal Bylaws, department goals and objectives as well as applicable state and federal regulations or federal laws; the employee establishes short and long-range plans and objectives for a major department of the Town; establishes Department and employee performance standards and assumes direct accountability for department results. Consults with the Town Administrator where clarification, interpretation, or exception to municipal policy may be required.

Supervisory Responsibility: The employee is accountable for the direction and success of a major department of the Town including programs and services accomplished through others. The employee is responsible for analyzing program objectives, determining the various work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective; and recommending new goals. The employee typically formulates or recommends program goals and develops plans for achieving short and long-range objectives; determines organizational structure operating guidelines and work operations; formulates, prepares and defends budget and manpower requests and accounts for effective use of funds and staff provided; coordinates program efforts within the unit and with other departments; delegates authority to subordinate supervisors and holds them responsible for the performance of their unit's work; reviews work in terms of accomplishment of program objectives and progress reports, approves standards establishing quality and quantity of work; and assists or oversees the personnel function, including recommending hiring, training and disciplining of employees.

Confidentiality: In accordance with the State Public Records law, the employee has regular access at the departmental level to a wide variety of confidential information, including official personnel files, CORI records, client or department records, collective bargaining negotiations, criminal investigations, and court records.

Judgment: Guidelines, laws or regulations provide guidance for performing the work. They may be in the form of administrative or organizational policies, general principles, state or federal legislation or directives that pertain to the police department or functional area within the department. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of established guidelines, laws (state or federal), regulations or policies. The employee is recognized as the department's authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies.

Complexity: The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

Work Environment: The work performed requires a high degree of individual tolerance to combinations of extremely unpleasant elements, or mental stress from constant conflicting urgent time and attention demands of the utmost priority including patrol activity. The nature of the physical environment may be such that the employee's personal well-being and/or safety may be compromised such as Fire and Police personnel. Employee may be required to work beyond normal business hours in response to emergency situations 24/7, 365 days per year or to attend evening meetings.

Public Contact: Employee has constant interaction with local, state, and federal government officials, community leaders and any other individuals to protect and promote government relations and the municipality's overall interest. Employees must possess a high degree of diplomacy and judgment. Duties require a well-developed sense of strategy and timing in representing the municipality effectively in critical and important situations that may influence the well-being of the municipality.

Accountability: Duties include department level responsibility for technical processes, service delivery, and contribution to municipal wide plans and objectives, and fiscal responsibility for the department including buildings, equipment and staffing utilization. Consequences of errors, missed deadlines or poor judgment could severely jeopardize department programs or services, have adverse public relations, personal injury, extensive financial and/or legal repercussions to the Town, and danger to public health/safety.

Occupational Risk: Duties may involve exposure to hazardous life threatening conditions. Job duties may entail the possibility for serious personal injury or exposure to conditions that could result in total permanent disability or loss of life such as when restraining violent persons. For example, danger of physical attack or work during extreme weather conditions as well as direct exposure to communicable diseases. Extreme care and safety precautions are required at all times in order to prevent personal injury.

Essential Functions:

(Essential functions, as defined under the Americans with Disabilities Act, may include the

following duties, knowledge, skills, and other characteristics. This list of duties is illustrative only, and is not a comprehensive listing of all functions and tasks performed by positions in this class. It does not imply that all positions within the class perform all of the duties listed, nor does it necessarily list all possible duties that may be assigned.)

Plans, organizes, directs and coordinates all police resources and functions. Plans, develops and implements procedures, methods, practices and standards of conduct for all personnel.

Responsible for the functions associated with the daily administration of the Police Department and the supervision of personnel including sworn officers and civilian employees.

Works with the Board of Selectmen to develop and maintain department policies and procedures. Analyzes and evaluates the effectiveness and responsiveness of operations in meeting community policing needs. Develops, initiates, and implements departmental goals, programs, techniques and training programs to improve effectiveness of policing services and modifies these programs to meet current trends.

Develops procedures for staffing for both normal and emergency situations to ensure the effective and efficient use of personnel and resources. Delegates responsibility and authority to subordinate supervisors, establish goals and objectives, and provides guidance and direction as necessary for subordinates to accomplish set goals and objectives.

Schedules, trains, and evaluates subordinates. Oversees all functions related to discipline, morale, and department training. Ensures the proper training of personnel regarding laws, duties, responsibilities and expectations in accordance with state statute and town policy. Ensures personnel remain abreast of changes in laws, technology and technique, etc. Handles grievances and complaints following established personnel policies and/or collective bargaining contracts.

Maintains discipline within the departments; establishes operating policies and procedures and rules and regulations for the police and communications departments.

Monitors compliance with all state, federal, and local laws and regulations.

Promulgates all general and special orders consistent with the Chief's authority and responsibility.

Conducts internal investigations of department personnel for cases of misconduct or illegal activity.

Researches grant funding and prepares applications for various federal and state grants.

Maintains records and administers awarded grant funds.

Assumes direct command at the scene of major disturbances or special police problem situations as needed. Participates in major criminal investigations.

Directs cooperative efforts with local, state, and federal law enforcement officials in the apprehension and detention of wanted persons. Serves as liaison with federal, state and local officials to represent the interests of the Town and the Department. Participates on a regional and statewide basis with State officials, other police administrators, and other interested practitioners

toward the improvement of various operational and technological aspects of policing and law enforcement.

Maintains membership in professional police organizations for the purpose of keeping up to date on all Federal, State, and Local laws on Police Department operations

Represents the department within the town government decision-making processes. Attends a variety of town meetings with boards, commissions, etc. to present the department's views on a variety of municipal issues where police input is relevant. As a key town department head, meets with the appointing authority and other department heads to provide input into town-wide plans, programs and coordination of services.

Develops and administers the department's annual budgets. Regularly monitors the status of the budgets and makes changes regarding expenditures as necessary. Establishes procedures for record keeping. Develop, manage and monitor annual capital improvement plan.

Prepares and maintains a wide variety of records and generates reports and ensures that they conform to local, state, and federal requirements. Submits those reports required in such form and detail as to clearly depict conditions and police action taken. Submits an annual report, which represents problems, services and activities of the Department.

Ensures that department equipment and facilities are maintained in good repair, and that as keeper of the lock-up that lock-up facilities meet statutory requirements. Responsible for the safekeeping of all criminal evidence and any recovered or found property brought to the station.

Supervises the Public Safety Dispatch Center.

May be required to perform all the regular duties of a police officer.

Supervises court activity. Testifies at meetings, hearings, and trials.

Manage firearms licensing.

Responsible for communications with the public, including media, on matters relating to crime, police operations and department policy.

Performs similar or related work as required.

Knowledge, Skills, Abilities, and Other Characteristics:

Knowledge: Extensive knowledge of pertinent Mass. General Laws (Chapter 150E-collective bargaining, 111F, FLSA, Civil Service, etc), Town By-laws, federal, constitutional, and statutory laws, Town Bylaws and Ordinances, as well as the principles and practices of modern police administration and law enforcement methods and techniques (i.e. community policing etc); extensive knowledge of the standards by which the quality of police service is evaluated and the use of police records and their application to police administration; thorough knowledge of statutes and ordinances relating to law enforcement; the ability to plan, organize, and direct the work of a

large number of subordinates performing varied operations connected with police and emergency medical activities. Working knowledge of the criminal and juvenile justice systems. Working knowledge of budgeting, personnel management, fleet management, facility management, and occupational risk management. Knowledge of technology such as Office Software (word processing, spread sheet applications) and specialized police software in support of department operations and administration including the Internet and web site technology.

Abilities: Ability to supervise subordinates and delegate authority as required in a positive and effective manner and to delegate authority efficiently often under emergency conditions; ability to establish and maintain harmonious and productive working relationships and maintain discipline and morale with employees in a union environment; maintain effective working relationships with town officials, town departments, local, county, state, and federal law enforcement officials, and the public; ability to plan, assign, direct and review the work of subordinates and to direct large scale operations of personnel and equipment making sound judgments under stressful life-threatening situations; ability to deal with disgruntled members of the public in a diplomatic and effective manner and to deescalate violent situations and combative individuals. Ability to perform the duties and functions of a police officer and operate equipment including motor vehicles in emergency situations under adverse weather and/or road conditions. Ability to exercise sound judgment and to enforce local ordinances, state and/or federal laws and regulations in an impartial manner. Ability to plan, produce and present reports in a comprehensive, clear and concise manner.

Skill: Proficient oral and written communication skills. Effective leadership and supervisory and personal computer software skills in support of department operations. Effective business management skills such as budget management.

Physical Requirements/Work Location:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions

Physical and Mental Requirements: Work involves frequent and recurring assignments requiring strenuous effort and endurance or quick reflexes to perform the work, such as lifting and carrying on a continuous basis for extended periods of time, or regular travel on foot or bicycle over rough terrain or barriers, or the potential need to subdue or restrain violent persons or animals.

Motor Skills: Duties may involve close hand and eye coordination and physical dexterity. Manipulation and motor control under conditions that may require extreme accuracy may be critical. The manual skills required are comparable to those which might be needed to safely operate emergency vehicles at high rates of speed or to fire a gun.

Visual Skills: Visual demands require the employee to constantly read documents for general understanding and analytical purposes, as well as to review non-written materials such as maps or blue prints. Employee is also required to constantly determine color differences.

Qualifications:

Minimum of a Bachelor's degree in criminal justice or related field required; Master's degree

highly desired; and ten (10) years of progressively responsible experience with at least five (5) years of increasingly responsible police management experience; or any equivalent combination of education, training and experience.

Special Requirements:

Valid Massachusetts Class D Motor Vehicle Operator License

CPR/First Responder and Defibrillator Certification

Certification as a Massachusetts full-time police officer (or equivalent)

Massachusetts Class A License to carry firearms

Completion of Incident Command Training Programs (ICS 100, 200, 300 and 700)

Non-Discrimination Clause:

No individual shall be denied any rights guaranteed pursuant to local, state and/or federal law on the basis of race, color, religion, national origin, sexual orientation, gender, gender identity, or disability.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required. This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer as the needs of the employer and/or requirements of the job change.