

TOWN OF SHERBORN, MA
EMPLOYMENT AGREEMENT
CHIEF OF POLICE THOMAS GALVIN

This agreement, established pursuant to Chapter 41, Section 1080 of the Massachusetts General Laws, is made and entered into this ____ day of August, 2021 by and between the Town of Sherborn (hereinafter called the "Town"), acting by and through its Select Board (hereinafter called the "Board"), and Thomas Galvin (hereinafter called the "Chief of Police" or "Chief).

WITNESSETH:

WHEREAS, the Board desires to employ the services of said Thomas Galvin as Chief of Police of the Town of Sherborn under the provisions of Massachusetts General Law Chapter 41, Section 97A; and

WHEREAS, the Board, under Massachusetts General Law Chapter 41, Section 1080, may contract with the Chief of Police for such services; and

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

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

WHEREAS, Thomas Galvin agrees to accept employment of said Town.

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

1. APPOINTMENT AND TERM:

The Town hereby appoints Thomas Galvin to the position of Chief of Police, and Thomas Galvin accepts such appointment in accordance with the terms and conditions of this Agreement.

The term of the appointment commences on November 1, 2021, and ends on June 30, 2024.

2. DUTIES:

As Chief of Police, Thomas Galvin shall be the Chief Administrative Officer of the Police Department. The Chief's duties shall include, but not be limited to the following:

- A. Supervision of the daily operation of the Police Department.
- B. Supervision of all Departmental personnel.

- C. Preparation and submission of the Police Department budget to the Town Administrator and Select Board.
- D. Responsible for Departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- E. Supervision and control of Department equipment and vehicles.
- F. Supervision of special, auxiliary and/or reserve officers.
- G. Supervision and control of training programs for Departmental personnel and the assignment of personnel to such programs, including all training/certification required by the Peace Officer Standards and Training Commission established under Chapter 254 of the Acts of 2020.
- H. Maintaining the discipline of Departmental personnel; the issuing of rules, regulations, policies and procedures; and the assignment to shifts and duties of Departmental personnel.
- I. Available for hearings before Boards and Commissions of the Town for which the Police are required to appear, and be present at all Town Meetings unless otherwise excused by the Town Administrator or Select Board.
- J. Responsible for planning, organizing, directing, staffing and coordinating Police operations.
- K. Responsible for communications with the public, including the media, on matters or concerns related to community policing, crime, police operations, Departmental policy, or any other applicable topic.
- L. Perform police patrol duty as necessary for emergency calls and/or requests for assistance.

The Chief of Police shall devote that amount of time and energy that is reasonably necessary to perform the duties of Chief of Police faithfully. It is recognized that the Chief is a Fair Labor Standards Act exempt, salaried employee who is required to devote a great amount of time outside of a traditional work week to business of the Town and, to that end, he shall establish an appropriate work schedule, subject to review by and notification of changes to the Town Administrator. The Chief of Police shall not perform or be compensated for any special detail assignment. Unless on an authorized leave of absence, the Chief of Police is expected to be physically within the Town of Sherborn as soon as possible when his presence is requested and appropriate. Pursuant to M.G.L. c. 41, s. 99A, the Chief of Police shall reside within a fifteen (15) mile radius of the Town of Sherborn unless the Select Board votes to waive such requirement.

3. COMPENSATION:

Subject to Town Meeting appropriation, for the period commencing November 1, 2021 and ending June 30, 2022, the Chief of Police shall receive a base annual salary of one hundred sixty thousand dollars (\$160,000.00), which shall include all base salary increases to which the Chief is entitled pursuant to the provisions of Massachusetts General Law Chapter 41, Section 108L. Should section 108L be repealed, the Chiefs base salary shall remain \$160,000.00. Commencing on July 1st in the second (July 1, 2022) and third years (July 1, 2023) of his contract, the Chief shall, subject to Town Meeting

appropriation, receive the same salary, plus an annual two and-one-half percent (2.5%) increase or the average non-union COLA increase, whichever is greater.

4. PERFORMANCE EVALUATIONS:

The Town Administrator, with the Board's input, may review and evaluate the Chief of Police every year on or about the anniversary date of appointment. Said review and evaluation may be based on the goals and objectives jointly developed by the Chief of Police and the Select Board or its designee. The Town Administrator may provide the Board with a written summary of the evaluation findings and shall provide an adequate opportunity for the Chief of Police to discuss his evaluation with the Town Administrator and with the Board, if so desired. Reasonable opportunity to make adjustments or improvements will be afforded the Chief. Failure to implement this paragraph, either to establish goals and objectives or to conduct a performance evaluation, shall not constitute a breach of this Agreement.

5. ADDITIONAL BENEFITS:

A. VACATION

The Chief shall receive twenty-five (25) days of paid vacation per fiscal year. This leave shall be prorated for any portion of a fiscal year actually worked by the Chief. Vacation days must be taken in the fiscal year in which they accrue, except that the chief shall be entitled to carry over five (5) days of earned vacation; and such additional days as may be approved by the Town Administrator, into the following fiscal year if he is unable to take such vacation days in the year in which they accrue. The Chief shall be entitled to all holidays afforded to other Town employees per the Town's personnel policy, bylaw, or personnel administration plan. Vacation time shall be scheduled by the Chief subject to advance notice to the Select Board or its designee.

B. SICK LEAVE

The Chief shall receive twelve (12) days of sick leave per year, to accumulate at the rate of one (1) day as of the last day of each month.

C. BEREAVEMENT

The Chief shall receive bereavement days in accordance with the Town's personnel administration plan.

D. HEALTH/LIFE INSURANCE

The Chief may participate in all health and life insurance plans to the same extent, and with the same contribution ratio, as may from time to time be made available to other non-union personnel of the Town at the discretion of the Select Board.

E. PERSONAL DAYS

The Chief shall receive personal days in accordance with the Town's personnel policy, by-law, or personnel administration plan.

F. AUTOMOBILE

The Chief's duties require that he shall have the use of an automobile to be made available to him and appropriately insured by the Town. Personal use of the vehicle by the Chief is allowed in recognition of the Chief's need to be available and respond twenty-four (24) hours a day, and seven (7) days a week. Personal use during vacation by the Chief, at his expense, shall be allowed, subject to the approval of the Select Board or its designee. It is understood that this vehicle may not be used or driven by any other person other than the Chief except a person designated by the Chief for law enforcement purposes. Except as otherwise provided in this contract, the Chief's use of the Town vehicle will be subject to the Select Board's policy on use of vehicles when duly adopted by the Select Board.

G. PROFESSIONAL DEVELOPMENT

The Town agrees to pay, subject to Town Meeting appropriation, an appropriate amount of travel and subsistence expenses of the Chief for professional and official travel and meetings. This shall include, but not be limited to, short courses, seminars and institutes that are necessary for the Chief's professional development and for the benefit of the Town, subject to the approval of the Select Board or its designee. Time spent during such professional development opportunities shall not be deducted from the Chief's vacation leave and shall be considered time worked as professional development.

H. DUES AND SUBSCRIPTIONS

The Town agrees to pay, subject to Town Meeting appropriation an appropriate amount for the professional dues and subscriptions of the Chief necessary for the continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional growth and fulfillment of his professional responsibilities as Chief of Police.

I. RETIREMENT/DEFERRED COMPENSATION

Membership in the Town retirement system is mandatory for all permanent full-time employees, including the Chief of Police. The Town authorizes the Chief to participate in and contribute to any deferred compensation program approved by the Town. The Town will not match any funds paid into the program.

J. CLOTHING ALLOWANCE

The Chief shall receive \$1,200.00 per year as a uniform allowance, subject to Town Meeting appropriation.

K. INJURED ON DUTY

As a sworn Police Officer, the Chief shall be entitled to injured-on-duty Benefits provided in Massachusetts General Laws Chapter 41, Section 111F.

6. DISCIPLINE AND/OR DISCHARGE:

It is agreed that the Chief can be discharged during the term of this contract 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 and to present evidence and witnesses in his own behalf. 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. For discharge, termination or removal by way of non-reappointment at the end of the term of the contract, the Chief may be so discharged, terminated, removed and/or not reappointed at the will and pleasure of the Select Board without a hearing. The parties agree that this provision is in accordance with G.L. c. 41, Section 133.

7. RESIGNATION:

The Chief may voluntarily resign before the expiration date of this Agreement in which case he shall give the Town sixty (60) days written notice prior to the effective date of his resignation, unless the parties agree otherwise in writing.

8. INDEMNIFICATION AND GENERAL RELEASE:

The Chief shall be indemnified by the Town, pursuant to and as limited by the provisions of Massachusetts General Law Chapter 258, Sections 2, 9, and 13, other relevant provisions of law, and the by-laws of the Town, for claims made against him arising out of the performance of his duties and responsibilities as Chief of Police.

In further consideration of the terms set forth in this Agreement, the sufficiency of which is acknowledged, Chief Galvin hereby releases and forever discharges the Town and its agents, servants, attorneys, insurers, employees, and elected and appointed officials, all both individually and in their official capacities (collectively, the "Releasees"), from any and all debts, actions, causes of action, suits, contracts, agreements, damages, and any and all claims, demands and/or liabilities whatsoever of every name and nature, and whether known or unknown to, or suspected or unsuspected by Chief Galvin (collectively, "claims"), both at law and in equity up to the date of this Agreement. This release of all claims includes, but is not limited to, all claims under M.G.L. c. 31, the Massachusetts Civil Rights Act, M.G.L. c. 151B, §1 et seq.; M.G.L. c. 41; Massachusetts Labor and Industries Act, M.G.L. c. 149, §1 et seq.; G.L. c. 149, §§148 and 150 (the Wage Act"); the Massachusetts Privacy Act, M.G.L. c. 214, § 1B, the Massachusetts Tort Claims Act, M.G.L. c. 258; the Age Discrimination in Employment Act ("ADEA"); and the Americans with Disabilities Act; which Chief Galvin has against the Releasees as of the execution date of this contract, or any other claims arising out of his employment with the Town. This release of all claims also includes

all common law claims, including, but not limited to, claims of intentional or negligent infliction of emotional distress, all claims for whistleblowing, all claims for interest, attorney's fees, and costs. This release includes Chief Galvin waiving his rights with prejudice to file a grievance under any contract, policy, rule, regulation, Bylaw, or Special Act; or an appeal or a complaint or cause of action of any kind in any legal fora.

9. ENTIRE AGREEMENT:

This writing constitutes the entire Agreement between the parties, and supersedes all prior understandings and agreements, whether written or oral, and it may not be altered, amended or modified except by a writing signed by all parties.

10. LAW GOVERNING:

This agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

11. SEVERABILITY:

If any clause or provision of this Agreement shall be found invalid for any reason by a Court of competent jurisdiction, such validity shall be construed as narrowly as possible, and the balance of the Agreement shall be deemed to be amended to the minimum extent necessary to provide the parties substantially the benefits set forth within.

12. 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 generally applied to the Town's non-union personnel.

13. NOTICES:

Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, or delivered by hand to:

- a. The Town: Town Administrator, Town Hall, 19 Washington Street, Sherborn, Massachusetts 01770.
- b. Thomas Galvin, 53 Kent Drive, Hudson, MA 01749.

14. DEATH:

In the event of the Chief's death during the time of this Agreement, or any successor thereto, any benefits which shall have accrued to him as of the date of his death, shall be payable to his wife Melissa.


Sherborn Police Chief Employment Agreement 2021-2024

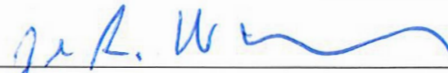
15. WAIVER:


No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or to be deemed a waiver of any subsequent breach.

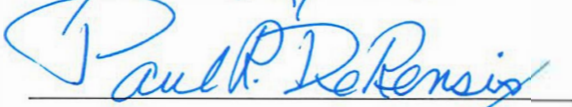
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a Duplicate thereof this _____ day of August, 2021.


TOWN OF SHERBORN – SELECT BOARD:












THOMAS GALVIN:



Thomas Galvin
Chief of Police

Dated: 9/1/21

EXECUTED AGREEMENT RECEIVED BY TOWN ADMINISTRATOR:



David Williams

Dated: 9/2/2021

APPROVED AS TO LEGAL FORM:

Christopher J. Petrini
Town Counsel

Dated: _____