

Medfield Deputy Police Chief Employment Agreement

This AGREEMENT is made between Barry McGrath, ("Deputy Police Chief" or "Mr. McGrath") and the Town of Medfield ("Town"), acting by and through its Select Board ("Board"), to set forth the terms under which Mr. McGrath will be employed as the Medfield Deputy Police Chief.

Section I. Duties of the Deputy Police Chief; Certifications; Job Description

The Deputy Police Chief shall perform the duties indicated in the job description attached as Exhibit A, and such other related duties as the Police Chief or Board shall assign. The Deputy Police Chief shall perform these duties under the general direction of the Police Chief.

The Deputy Police Chief shall obtain and maintain all necessary certifications and qualifications to enable him to perform the essential functions of the job of Deputy Police Chief. Such qualifications include, but are not limited to, certification from the Massachusetts Municipal Police Training Committee to enable him to exercise police powers and maintaining a license to carry a firearm and a driver's license.

Section II. Hours of Work; Cell Phone and Town Vehicle

- A. Except as otherwise authorized, the Deputy Chief shall devote, as a minimum, such time and effort as is necessary to perform the duties and responsibilities of the position properly. Due to the unique nature of the municipal public safety management function, it is understood and agreed that in order to perform the job properly, the Deputy Police Chief may have to expend additional time beyond the typical workday, and the Deputy Police Chief agrees to do same as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules, and regulations. There shall be no paid overtime or additional compensation for said additional time. However, the Deputy Police Chief may adjust his schedule taking into account such "extra" time so long as the same does not interfere with the obligations to perform his duties. No "compensatory" time may be accrued unless the same is documented and approved by the Chief of Police.
- B. The Town shall provide and pay the expenses for a cell phone for use by the Deputy Police Chief. Personal use of the cell phone will be allowed provided that it use complies with Town policies and does not interfere with the Deputy Police Chief's performance of his duties for the Town. At the request of the Police Chief, the cell phone will be returned to the Town upon the Deputy Police Chief's conclusion of employment.
- C. The Deputy Police Chief shall be provided with a police vehicle for his use. The Town will pay all operating, maintenance expenses and insurance. The vehicle is to be used in connection with the performance of the Deputy Police Chief's duties and may be

used for personal reasons, since the Deputy Police Chief is always "on-call" and has been designated as an essential public safety employee in the event of an emergency.

- D. The Deputy Police Chief shall not engage in any other employment without the written approval of the Police Chief. With the approval of the Police Chief, the Deputy Police Chief may engage in additional professional activities related to the position of Deputy Police Chief, such as guest lecturing and participating on panels provided that such participation does not interfere with his job duties for the Town.

Section III. Term of Contract and Termination During Term

- A. This Agreement shall begin May 23, 2023 and end June 30, 2026, subject however to termination during the term as provided in this Agreement.
- B. Discipline; Discharge
1. Suspension: The Town may suspend the Deputy Police Chief for just cause, without pay, at any time during the term of this Agreement. Paid administrative leave shall not be considered a suspension under this Agreement, and the Town retains the right to place the Deputy Police Chief on such leave for any reason.
 2. Termination. The Deputy Police Chief may be removed by the Town for just cause after a meeting with the Board or its designee.
 3. Resignation. In the event the Deputy Police Chief voluntarily resigns from his position with the Town before expiration of the term of employment provided for herein, the Deputy Police Chief shall give the Town two (2) months' notice in advance unless the parties otherwise agree.
 4. Non-Renewal. In the event the Town intends not to renew this Agreement, it shall provide notice to the Deputy Police Chief at least three (3) months prior to the expiration of the Agreement.
 5. For the purposes of this Agreement, "just cause" shall mean the existence of a reasonable basis for the Town's dissatisfaction with the Deputy Police Chief, including without limitation for poor performance, lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior that diminishes the Deputy Police Chief's effectiveness in the position. A suspension without pay for just cause will suspend the Town's obligations under the Agreement for the term of the suspension. A termination for just cause will end the Town's obligations under this Agreement except as otherwise expressly stated in the Agreement.

Section IV. Performance Evaluation

The Police Chief shall review and evaluate the Deputy Police Chief's performance

during each year of the Contract. These evaluations shall assess general performance as well as specific goals and objectives developed jointly by the Police Chief and Deputy Police Chief. The Deputy Police Chief shall have an opportunity to discuss his evaluation with the Police Chief.

Section V. Salary

- A. The Town agrees to pay the Deputy Police Chief the following all-inclusive annual salary in installments on the same schedule as other Town employees:
- Effective May 23, 2023 through June 30, 2023, the annual salary will be \$135,000 (One Hundred and Thirty-Five Thousand Dollars), prorated.
 - Effective July 1, 2023 through June 30, 2024, the annual salary will be \$135,000 (One Hundred and Thirty-Five Thousand Dollars).
 - Effective July 1, 2024, the annual salary will increase two and one half percent (2.5%).
 - Effective July 1, 2025, the annual salary will increase two and one half percent (2.5%).

The above-listed annual salaries are inclusive of the Deputy Police Chief's Education Incentive.

- B. The Deputy Police Chief is eligible for an annual uniform allowance of four hundred and fifty dollar (\$450) and an annual uniform cleaning allowance of one thousand two hundred dollars (\$1,200), which shall be paid on the first payday in December.
- C. The Deputy Police Chief shall be permitted to perform details outside of the Town of Medfield, with the understanding that such details shall not interfere with his duties as Deputy Police Chief and shall be subject to approval by the Police Chief.

Section VII. Health and Dental Insurance

Health and dental insurance programs shall be made available to the Deputy Police Chief under the same terms as they are made available to other eligible town employees.

Section VIII. Vacation, Sick and Personal Leave

- A. The Deputy Police Chief shall be granted five (5) weeks' vacation leave per calendar year, prorated for the period between May 23, 2023 and December 31, 2023. Vacation leave shall be taken with the approval of the Police Chief.
- B. The Deputy Police Chief shall be granted three (3) days of personal leave per calendar year, prorated for the period between May 23, 2023 and December 31, 2023. Personal leave shall be taken with the approval of the Police Chief.

C. The Deputy Police Chief shall be granted fifteen (15) days of sick leave per calendar year, prorated for the period between May 23, 2023 and December 31, 2023. The Deputy Chief shall be permitted to accrue sick leave up to a maximum of one-hundred fifty (150) days. Upon retirement or death, payment shall be made to the employee or the employee's estate for thirty percent (30%) of those days accumulated over ninety (90) days.

Section IX. Holidays

The Deputy Police Chief shall receive the following paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

Section X. Bereavement Leave

The Deputy Police Chief shall be granted leave without loss of pay for the purpose of grieving, making arrangements for services, and/or attending the funeral of a member of his/her immediate family. Such leave shall be for not more than three (3) days. For the purpose of this leave, the term "immediate family" shall mean the following: the mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, or grandparent of the employee. Step family members of the foregoing list shall also be covered.

Section XI. Jury Duty

The Deputy Police Chief shall be eligible for the Jury Duty benefit under the terms set forth in the Town's Personnel Administration Plan.

Section XII. Injured on Duty

As a sworn Police Officer, the Deputy Chief shall be eligible for injured-on-duty benefits as provided in M.G.L. c. 41, § 11 IF of the Massachusetts General Laws and medical expenses as provided in M.G.L. c. 41, § 100, as determined by the Board.

Section XIII. Professional Development and Expenses

A. With the approval of the Police Chief and subject to appropriation, the Town agrees to pay for professional dues, subscriptions and conference expenses of the Deputy Police Chief necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement that will enhance his ability to perform his duties for the Town.

- B. The Deputy Police Chief shall be reimbursed for any normal and reasonable out of pocket expenses incurred in the performance of his duties, or as an official representative of the Town subject to his compliance with any Town expense reimbursement process/policy.

Section XIV. Indemnification

Pursuant to Chapter 258, Section 13, the Town shall indemnify the Deputy Police Chief from personal financial loss, all damages and expenses, including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars (\$1,000,000) arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the Deputy Police Chief, at the time of such act or omission was acting within the scope of his official duties or employment. The Town will provide liability insurance coverage consistent with this indemnification. This indemnification shall survive the Deputy Police Chiefs 's separation from the employment of the Town.

XV. Residency

The Police Chief shall maintain a permanent residence in the Commonwealth of Massachusetts, within a reasonable distance from the Town of Medfield, as determined by the Board.

Section XVI. Notice under this Agreement

The Deputy Police Chief agrees to keep the Board current on his personal mailing and email address and telephone numbers. Until such time as notices are provided to the Board of a different address, notices with respect to this Agreement or any other obligation between the parties shall be conclusively deemed to have been served at the last stated mailing and email address the Police Chief provides to the Board.

All notices to the Town of Medfield shall be directed to the Town Administrator, 459 Main Street, Medfield, MA 02052, by email or first-class mail.

XVII. Modification

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties. Either party desiring to modify or amend this contract must notify the other party in writing.

XVIII. Applicable Law

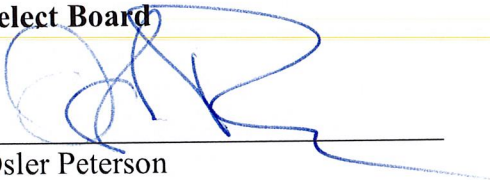
This Agreement, the interpretations thereof and the enforcement thereof, shall be governed by the laws of the Commonwealth of Massachusetts, to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted. If any provision, or any portion thereof, contained in this Agreement is

determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void, but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

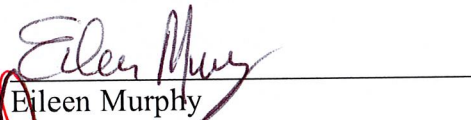
The monetary items called for by this Agreement are subject to appropriation by Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this ___ day of May, 2023.

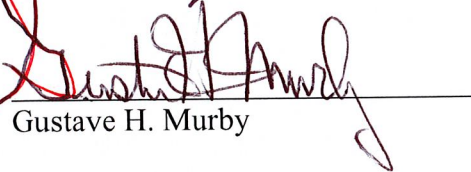
Select Board



Osler Peterson



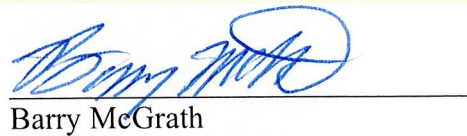
Eileen Murphy



Gustave H. Murby

Date: 5/23/23

Deputy Police Chief



Barry McGrath

Date: 5/23/23