

CHIEF OF POLICE  
TRURO POLICE DEPARTMENT  
EMPLOYMENT AGREEMENT BETWEEN:  
THE TOWN of TRURO  
And  
JAMIE M. CALISE

July 1, 2024 through June 30, 2027



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23<sup>rd</sup>)

This Employment Agreement is made this 23<sup>rd</sup> day of May, 2023 by and between the Town of Truro (hereinafter the "Town") and Jamie M. Calise (hereinafter the "Chief" or the "Chief of Police").

WHEREAS, the Town appointed the Chief on June 18, 2018; and

WHEREAS, the Town is desirous of securing the continued services of the Chief, in the administration of the Truro Police Department as its Police Chief pursuant to Massachusetts Law, Chapter 41, Section 97, and the Town of Truro Charter, Chapter 4, Sections 4-2-8 and 4-3-1; and

WHEREAS, the Chief is willing to continue to perform the duties of the position of the Chief of Police according to the terms and conditions of this Employment Agreement.

NOW, THEREFORE, the Town and the Chief hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this Employment Contract Agreement covering the period July 1, 2024 through and including June 30, 2027 to which said Chief shall be entitled as Chief of Police.

#### 1. DUTIES

The administrative and operational management of the Police Department shall be the responsibility of the Chief of Police. The Chief's duties, in accordance with the approved job description, shall include, but not be limited to, the following:

##### Leadership

- Plan coordinate, supervise, and evaluate police department operations (in alignment with the department's vision and mission).
- Serve as a member of the Town's senior management team; collaborate and coordinate with other Town Departments.
- Coordinate and supervise the training, assignment, and development of subordinate police officers and department staff.

- Maintain good order and discipline as outlined in the departmental rules and regulations.
- Direct investigations of major crime scenes.
- Perform the duties of subordinate personnel as needed.

#### Management

- Develop procedures for the Department mandated by law, to ensure efficient operations of the department, and to implement directives from the Town Manager.
- Plan and implement a law enforcement program for the Town in order to better carry out the vision, policies and goals of the Select Board.
- Review Department performance and effectiveness and formulate programs to identify and alleviate deficiencies.
- Coordinate information gathered and work accomplished by various officers; assign officers to special investigations as the needs arise for their specific skills.
- Assure that personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances governing deployment.
- Manage internal grievance process.
- Review evidence, witnesses, and suspects in criminal cases to correlate all aspects, and to assess for trends, similarities, or for associations with other cases.
- Direct the development and maintenance of systems, records, and legal documents that provide for the proper evaluation, control and documentation of the Police Department operations.
- Supervise daily operations of the Harbormaster and Shellfish Constables as directed by the Town Manager.

### Budget and Finance

- Supervise and coordinate the preparation and presentation of an annual budget for the Department; direct the implementation of the department's budget; plan for and review specifications for new or replaced equipment.
- Analyze and recommend improvements to equipment and facilities, as needed.
- Plan and implement law enforcement and staff deployment programs that maximize efficient and effective operations.

### Community Policing

- Develop crime prevention programs.
- Implement and oversee effective problem-solving strategies that enhance safety, reduce crime, and positively affect quality of life.
- Meet with appointed and/or elected officials, other law enforcement officials, community and business representatives and the public on all aspects of the Department's activities.
- Cooperate with other law enforcement agencies as appropriate where activities of the police department are involved.
- Coordinate activities with supervisors and other Town departments, exchange information with officers in other law enforcement agencies, the District Attorney's Office, Court, and other government agencies.
- Ensure state and local laws and regulations are enforced and that public peace and safety is maintained.

2. HOURS OF WORK

- A. The Chief agrees to devote that amount of time and energy which is reasonably necessary for the Chief to faithfully perform the duties of the Chief of Police under this Employment Agreement.
- B. It is recognized that the Chief must devote time outside the normal office hours to the business of the Chief of Police, and to that end, the Chief shall, with prior written notice to the Town Manager, be allowed to take reasonable time off as he shall deem appropriate during normal office hours at such time as the Chief reasonably determines will not adversely impact department operations.

3. INDEMNIFICATION AND INSURANCE

- A. The Town agrees that the Town shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties. The Town's indemnification obligations herein shall not extend to any violation of a person's state or federal civil rights if the Chief is adjudged to have acted in a grossly negligent, willful, or malicious manner, nor shall the indemnification obligations extend to any disciplinary actions or other proceedings by the Town against the Chief.
- B. Professional Liability: The Town agrees to furnish at its expense Law Enforcement Liability Insurance with liability limits established in consultation with the Town's Insurance Consultant (MIAA).
- C. Disability: The Town agrees to continue to provide to the Chief access to non-work related disability insurance plans at such costs and under such conditions as provided to other town employees.

D. Health and Medical Insurances: The Chief shall be eligible for all health and life insurance benefits for which other town employees are eligible. The Town agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to other nonunion Town Department Heads. The Town agrees to supply the Chief with a term life insurance policy of \$150,000.00 renewable each year.

E. Injured on Duty: As a sworn police officer, the Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

#### 4. DUES AND SUBSCRIPTIONS

The Town agrees to budget and to pay for the professional dues and subscriptions of the Chief for his membership in professional law enforcement associations and organizations necessary and desirable for his continued professional development and for the good of the Town.

#### 5. PROFESSIONAL DEVELOPMENT

The Town recognizes its obligations to the professional development of the Chief of Police and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator on a continuing basis. Accordingly, the Chief will be allowed, subject to prior written notification to, and approval from the Town Manager, to attend the Massachusetts, New England and International Association of Chiefs of Police training conferences, or other professional development programs, courses or seminars, each year without loss to his vacation or other accrued leave. In accordance with the Select Board's Travel Reimbursement Policy Memorandum #29, the Town shall reimburse the Chief for reasonable expenses incurred in connection with his attendance at these courses and or seminars.

## 6. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his employment, the Town shall pay to the Chief's estate 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 payment for any unused leave days.

## 7. DISCIPLINE, DISCHARGE OR NON-REAPPOINTMENT

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services of the Chief, (which term includes non-reappointment) for just cause, at any time by the Select Board, acting for the Town, at a regularly posted meeting. Prior to such action, written notice of at least 30 days shall be provided to the Chief. 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/public hearing and to be represented by counsel.

## 8. COMPENSATION

- A. Annually, on July 1 of each year of this contract, the Chief shall receive the following increases to base wages:

July 1, 2024 2%

July 1, 2025 1.75%

July 1, 2026 1.75%

- B. The Town shall contribute to the Chief's ICMA §457 deferred compensation plan the sum of Ten Thousand Dollars (\$10,000.00) annually during each year of this contract.

- C. Vacation Leave - Annually, on July 1 of each and subsequent years of his employment, the Chief shall be granted twenty-five (25) workdays of vacation time. The Chief shall advise the Town Manager in advance of his taking any vacation time. The Chief shall be permitted to carry over vacation time with the approval of the Town Manager.

- D. Personal Leave - The Chief shall be granted five (5) personal days each fiscal year. Unused personal days will not be carried over.
- E. Sick Time - The Chief shall be granted 1.25 sick days per month for each month of his employment.
- F. Holidays - The Chief shall receive fifteen (15) paid holidays off as defined in the personnel manual. If the Chief is required to work on a designated holiday for emergency purposes, he may bank the holiday for use at another time or to be paid an additional day's pay at his daily rate.
- G. Education Incentive - The Chief shall receive an annual education incentive of Eight Thousand Five Hundred Dollars (\$8,500), paid on December 1 of each year of this contract.
- H. Department Vehicle - The Town shall provide a police vehicle for use by the Police Chief as the Police Chief is considered to be on duty at all times. The Town shall pay for all attendant operation and maintenance expenses and insurance. Said vehicle shall be used for conducting official responsibilities, commuting, professional growth and development, and reasonable personal use so that he may respond and communicate as required.
- I. Upon separation from employment with the Town through retirement or any other method, the Chief will be paid for his unused accrued vacation leave.
- J. Residence The Chief may reside at any location within Cape Cod.

## 9. NO REDUCTION OF BENEFITS

The Town agrees that the Town shall not at any time during the term of this Employment Agreement 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 employees of the Town. However, all cost items in this agreement are subject to appropriation.

#### **10. MODIFICATION**

No change or modification of this Employment Agreement shall be valid unless it shall be in writing and signed by both of the parties.

#### **11. LAW GOVERNING**

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

#### **12. SEVERABILITY OF PROVISIONS**

If any clause or provision of this Employment Agreement shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Employment Agreement shall not be affected thereby.

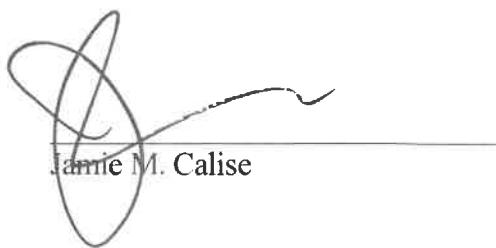
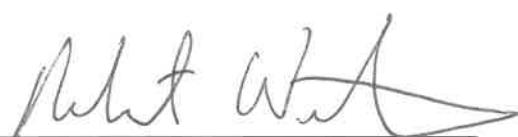
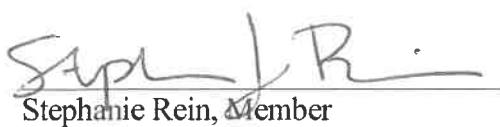
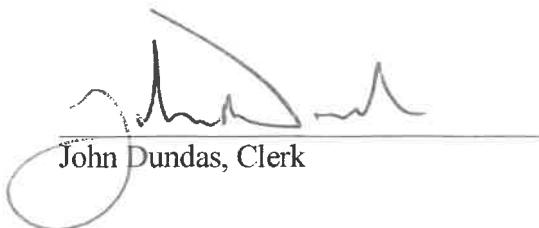
#### **13. LENGTH OF EMPLOYMENT AGREEMENT**

- A. The term of this Employment Agreement shall be for a period commencing on the date of its execution and ending June 30, 2027. However, this Employment Agreement 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 Employment Agreement no less than six (6) months prior to the end of its initial or extended terms, this Employment Agreement shall automatically be extended on the then applicable terms and conditions, excluding automatic increases to salary and benefits, for an additional three (3) year period. The terms of this Employment Agreement shall remain in effect during any period of negotiation.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Chief to resign at any time from his position with the Town. In the event that the

Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Chief shall give the Town a minimum of 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 accrued unused leave as described in Article 8 of this agreement.

IN WITNESS WHEREOF, the Town of Truro has caused this Agreement to be signed and executed below on its behalf by its Select Board, and duly attested by its town Clerk, and the Chief has signed and executed this Agreement, both in duplicate, the day and year first above written.

TOWN OF TRURO  
SELECT BOARD

  
Kristen Reed, Chair  
Jamie M. Calise  
Robert Weinstein, Member  
Stephanie Rein, Member  
Susan Areson, Vice-Chair  
John Dundas, Clerk