

Deputy Chief of Police
Truro Police Department

Employment Agreement
Between

The Town of Truro
And
Thomas Powers



Effective
November 1, 2022 to October 31, 2025

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Agreement made this 1st day of November, 2022 by and between the TOWN of Truro (hereinafter the "TOWN") and Thomas Powers of the Truro, Massachusetts Police Department (hereinafter the "DEPUTY CHIEF").

WHEREAS, the TOWN is desirous of securing the continued services of the DEPUTY CHIEF, who is the Second in Command within the Truro Police Department's structure and operations; and

WHEREAS, the DEPUTY CHIEF is willing to perform the duties of the position of DEPUTY CHIEF according to the terms and conditions of this Contract;

NOW, THEREFORE, the TOWN and the DEPUTY CHIEF hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said DEPUTY CHIEF shall be entitled as DEPUTY CHIEF.

1. **DUTIES.** The duties of the DEPUTY CHIEF shall be those as outlined in the Job Description for the position of DEPUTY CHIEF as set forth in Rule 15.1.1, in the Rules and Regulations governing the Truro Police Department and those assigned by the Chief of Police.
2. **HOURS OF WORK.** The DEPUTY CHIEF shall work an average of Forty (40) hours per week as scheduled by the Chief of Police. This schedule will typically be Monday through Friday, with holidays off, subject to specific events or agency needs. Should the DEPUTY CHIEF work on a paid holiday, he shall have the ability to take another day off in its place.
 - a. It is recognized that the DEPUTY CHIEF must devote time outside the normal office hours to the business of the DEPUTY CHIEF, and to that end, the DEPUTY CHIEF shall, with prior written notice to the Chief of Police, 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.
 - b. The parties acknowledge that this position qualifies as exempt under the Fair Labor Standards Act and shall be treated as such.
3. **INDEMNIFICATION.** The TOWN agrees that the TOWN shall defend, save harmless and indemnify the DEPUTY CHIEF against any tort, professional liability claim or demand or other civil legal action, instituted by any third party whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the DEPUTY CHIEF'S duties as Police DEPUTY CHIEF of the TOWN. The TOWN's

indemnification obligations herein shall not extend to any violation of a person's state or federal civil rights if the DEPUTY 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 DEPUTY CHIEF.

4. INSURANCE.

- a. 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, MIIA.
- b. Health Insurance. The DEPUTY CHIEF shall be eligible for all health insurance benefits for which other police department 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 any officer of the Police Department.
- c. Life Insurance. The TOWN agrees to supply the DEPUTY CHIEF with a term life insurance policy of one hundred thousand dollars (\$100,000) renewable each year and shall pay the policy premiums in their entirety.

5. INJURED ON DUTY. As a sworn police officer, the DEPUTY CHIEF shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

6. DEATH DURING TERM OF EMPLOYMENT. If the DEPUTY CHIEF dies during the term of his employment, the TOWN shall pay to the DEPUTY CHIEF'S estate all the compensation which would otherwise be payable to the DEPUTY CHIEF up to the date of the DEPUTY CHIEF'S death.

7. TERMINATION AND SERVERANCE PAY.

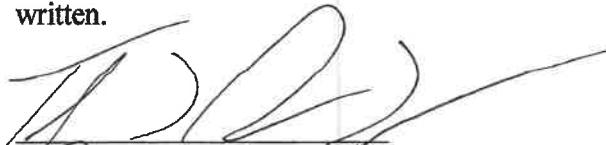
- a. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to institute discipline or terminate the services of the DEPUTY CHIEF, for just cause, at any time, by the Town Manager, subject to Section 15, below.
- b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the DEPUTY CHIEF to resign at any time from his position with the Town. In the event that the DEPUTY CHIEF intends to resign voluntarily before the expiration of any term of employment, then the DEPUTY CHIEF shall give the

Town a minimum of thirty (30) days written advance notice, unless the parties otherwise agree in writing. Upon such notice, the DEPUTY CHIEF will be entitled to receive pay for any unused vacation and sick leave at an amount or percentage not less than the highest applicable amount or percentage available to any officer of the Police Department.

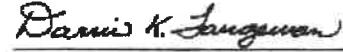
8. **COMPENSATION.** The Town agrees to pay the DEPUTY CHIEF for his services rendered pursuant here to an annual salary of \$119,231.00, payable in installments according to the Town's usual payroll schedule and with annual cost of living increases awarded annually on November 1st , beginning November 1, 2022. The cost of living increase will be calculated as a percentage of the DEPUTY CHIEF'S salary and will be equivalent to the percentage awarded to Town of Truro non-union personnel. The DEPUTY CHIEF shall receive at least the same number of sick days, vacation, personal days, bereavement days, military leave, uniform and cleaning allowance, educational incentive pay, paid holidays, and all other benefits, as any regular police officer of any rank of the Truro Police Department, except the position of Chief of Police. For the purpose of longevity, the Town of Truro recognizes the DEPUTY CHIEF'S total years of service for the purpose of longevity compensation as 4 years, as of May 15, 2023.
 - a. The DEPUTY CHIEF may work details if authorized by the Chief of Police and then only after said details are refused by all full-time members of the Truro Police Employees Federation. Additionally, the DEPUTY CHIEF may work overtime shifts to cover minimum staffing if authorized by the Chief of Police and then only after said overtime shifts are refused by all full-time members of the Truro Police Employees Federation. If the DEPUTY CHIEF is assigned to work an overtime shift, he shall be compensated at 1.5 times the Step 6 rate of patrol sergeant.
 - b. The TOWN shall deposit five thousand dollars (\$5,000.00) annually (July 1st) into the DEPUTY CHIEF'S Massachusetts Deferred Compensation Smart Plan.
9. **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 DEPUTY 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 Contract shall be valid unless it shall be in writing and signed by both of the parties.
11. **LAW GOVERNING.** This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

12. SEVERABILITY OF PROVISIONS. If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.
13. LENGTH OF CONTRACT. The term of this contract shall be for a three-year period commencing November 1, 2022, and ending on October 31, 2025.
14. AUTOMOBILE. The Town shall provide a police vehicle for use by the DEPUTY CHIEF and pay for all attendant operation and maintenance expenses and insurance. The DEPUTY CHIEF shall have use (but not exclusive, as the vehicle is available to the department as needed) in connection with, but not limited to, the performance of his duties as DEPUTY CHIEF, professional growth and development, and to commute with the permission of the Chief of Police. It is expected that the DEPUTY CHIEF will respond to the needs and emergencies of the community when necessary or required.
15. GRIEVANCE PROCEDURE. The DEPUTY CHIEF may seek arbitration of a discharge through The Labor Relations Connection, LLC. In such an event, the parties agree that an arbitrator shall be appointed using the appointment procedure of The Labor Relations Connection, LLC. The administrative and arbitrator's fees for such arbitration shall be divided and borne equally between the parties. It is agreed that arbitration in accordance with this provision of this Agreement shall be the DEPUTY CHIEF's sole and exclusive remedy for contesting a discharge. The DEPUTY CHIEF shall have no recourse beyond the Town Manager to contest any discipline short of discharge.
16. JOB SECURITY. During the term of this agreement, the position of DEPUTY CHIEF shall not be eliminated provided however that the parties recognize that this contract is subject to funding by town meeting.

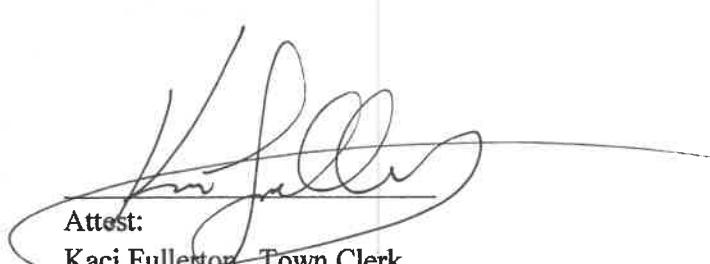
IN WITNESS WHEREOF, the Town of Truro has caused this Agreement to be signed and executed on its behalf by Town Manager, and duly attested by its Town Clerk, and the DEPUTY CHIEF has signed and executed this Agreement, both in duplicate, the day and year first above written.



Thomas Powers, Deputy Police Chief



Darrin Tangeman, Town Manager



Attest:
Kaci Fullerton, Town Clerk

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