

**CONTRACT OF EMPLOYMENT
BETWEEN
THE TOWN OF SHIRLEY
AND
THOMAS J. GOULDEN, II**

PREAMBLE

THIS CONTRACT ("Contract") made this day of August 25, 2014, by and between the TOWN OF SHIRLEY, a Massachusetts municipal corporation having a regular place of business at 7 Keady Way, Shirley, Massachusetts, hereinafter referred to as "the Town", acting by and through its Board of Selectmen, hereinafter referred to as "Selectmen," and Thomas J. Goulden, II, with an address of 5 Beaujolais Drive, Nashua, NH, hereinafter referred to as "Goulden".

In consideration of the promises herein, the parties hereto mutually agree as follows:

A. EMPLOYMENT

Pursuant to the authority contained in Massachusetts General Laws (MGL) c. 41, s. 1080, the Selectmen hereby agree to employ Goulden, and to appoint him to the position of Police Chief, and Goulden hereby accepts employment, on the following terms and conditions. Goulden works under the policy direction of the Selectmen, and under the administrative direction of the Town Administrator.

Personnel Policy and Procedure Manual

The Chief will fall under the Personnel Policy and Procedure Manual and is subject to all rules and conditions within.

B. PERIOD OF CONTRACT

1. Goulden's term of appointment shall be for a three (3)-year period beginning on **September 1, 2014** and ending **August 31, 2017**.
2. It is expressly understood and agreed that a decision to not re-appoint Goulden on the expiration of this Contract, or any renewal or extension thereof, shall not be construed as a discharge, and the Town does not have to establish just cause for the decision to not re-appoint Goulden. In the event of a Board votes to not re-appoint Goulden, he shall not be entitled to a severance payment as set forth in Paragraph F (8) (d) of this Contract.
3. Either party may request, in writing, that the provisions of this Contract be re-negotiated for any extensions beyond August 31, 2017. The parties hereby agree that said written notice shall be given on or before December 31, 2016 and that said negotiations shall commence on or after January 1, 2017.
4. Probation: Goulden shall serve an initial Probationary Period of three (3) months, during which time he may be removed by the Board, with cause. In the event Goulden is removed during his Probationary Period, he will not be entitled to a severance payment as set forth in Paragraph F (8) (d) of this Contract.

C. COMPENSATION

1. For FY2015, Goulden shall be paid an annual salary of \$86,193.00; In FY2016 Goulden shall receive an annual salary of \$88,134.00; and in FY2017 Goulden shall receive an annual

salary of \$90,118.00. Any increases in salary in FY 2016 and FY 2017 shall be subject to appropriation by the Shirley Town Meeting. Goulden shall be paid his salary in conformity with the Personnel Policy and Procedures Manual.

The Town shall not at any time during the period of this Contract reduce the salary, compensation, or other benefits, except to the extent that such reduction is across the board for all other Town employees.

D. DUTIES

Goulden's duties shall include, but not be limited to the following:

1. He shall administer the Police Department under the direction of the Selectmen, and in accordance with MGL c. 41, s. 97, the Town Bylaws, and goals and objectives set by the Board of Selectmen and the Town Administrator.
2. He shall be deemed to be on duty or on call twenty-four (24) hours a day, seven (7) days a week, except during absences as provided herein.
3. He shall be in immediate control of all Town property used by the Police Department, and shall supervise the use and control of all equipment and vehicles.
4. He shall establish weapons, ammunition, uniform, equipment, and vehicle specification for the Police Department.
5. He shall supervise and control all training programs for all Police Department personnel, and assign personnel for such programs, and duties of all Police Department personnel.
6. He shall be fully informed of the collective bargaining agreement between the Town and the Police Department personnel, and be able, through the Selectmen, to enforce its provisions.
7. He shall be responsible for the daily operation of the communications center.
 - a. Communications policy shall be established in consultation with the Fire Chief and
 - b. Ambulance Director.
8. The Chief shall supervise and control all training programs for the Communications personnel, and assign personnel for such programs.
9. The Chief shall be fully informed of the collective bargaining agreement between the Town and the Communications Center personnel, and be able, through the Selectmen, to enforce its provisions.
10. The Chief shall issue orders, rules, regulations, policies and procedures, and assign shifts and duties, to the Police and Communications personnel.
11. He shall prepare and submit the Police Department annual operating and capital budgets, managing the Department within the approved budgets.
12. He shall be responsible for all departmental expenses, as well as the receipt of funds and property in the custody of the Police Department.

13. He shall submit reports to the Town in writing when requested or required, in order to ensure the proper communication between the Town and the Police Department.
14. He shall be available for any hearing before any Selectmen of the Town at which the Police Department is required to appear, and before the Town Meeting when necessary.
15. He shall be responsible for communications with the public, including the media, on matters related to Police Department policies and police operations.
16. He shall at all times represent the Town in a professional and ethical manner, and shall perform additional duties as the Selectmen shall reasonably direct, and shall inform the Selectmen and the Chief Administrative Officer of all policies and plans of the Police Department.
17. He shall discipline employees as allowed by contract or policy, make recommendations to the Selectmen on discipline (beyond his jurisdiction), hiring, and firing of personnel.

It is the duty of the Selectmen and Town Administrator to inform the Police Chief of any complaints or suggestions brought to their attention, and to advise him thereon.

E. HOURS OF WORK

1. Goulden shall be deemed to be on duty or on call twenty-four (24) hours a day, seven (7) days a week, except during absences as provided herein. Goulden agrees to devote that amount of time and energy that is reasonably necessary to faithfully perform the duties of the Police Chief under this Contract.
2. Goulden shall be allowed to keep his New Hampshire Certification.
3. Goulden shall be considered an exempt employee under the Federal Fair Labor Standards Act.

F. BENEFITS

1. Injured-on-Duty
Goulden shall be entitled to all injured-on-duty benefits to which other full-time Police personnel in the Police Department are entitled under the Massachusetts General Laws, c. 41, Sec. 111F.
2. Retirement Benefits
Goulden shall be eligible to participate in the Town's retirement system.
3. Vacation
Goulden shall be entitled to the following vacation leave as per the Personnel Policy and Procedures Manual and be able to carry over one (1) full week each year:
 - FY2015- 15 Days
 - FY2016- 20 Days
 - FY2017- 20 Days
 - a. Upon resignation in good standing, or retirement, Goulden shall be paid on a per

diem basis for all accrued but unused vacation leave, the amount to be paid to be calculated as of the date of resignation or retirement, and paid within thirty (30) days thereafter

4. Holidays

Goulden shall be entitled to holidays according to MGL, Chapter 147, and Section 17F.

New Year's Day
Martin Luther King Day
Presidents Day
Patriots Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

5. Sick Days, Personal Days, and Other Leave

Goulden shall be entitled to sick, personal, holiday, administrative, and other leave as per the Personnel Policy and Procedures Manual.

6. Health Insurance

Goulden shall be offered enrollment in the Town of Shirley's health insurance plan. The Town shall pay the same premium for such plan as it does for other non-union Town employees. Goulden shall be offered enrollment in the Town of Shirley's basic life insurance plan. The Town shall pay the same premium for such plan as it does for other non-union Town employees. Any additional life insurance offered by the Town may be purchased at Goulden's expense.

7. Vehicle

Subject to appropriation, the Town shall provide a suitable vehicle for use by Goulden for the performance of his official duties, for his professional growth and development, and, since he is on-call for 24 hours a day, 7 days a week, for personal reasons, with no out of state travel, except to his Nashua residency. The Town shall be responsible for all necessary maintenance, expenses, and insurance for such vehicle.

8. Uniform, Personal Equipment, Clothing Allowance

The Town shall pay annually to Goulden a uniform, personal equipment, and clothing allowance, subject to appropriation. This allowance may be used for uniform items, personal equipment related to the duties of the Police Chief, and dress civilian clothing, as needed.

a. Clothing Stipend:

Goulden will receive a clothing allowance of \$1,000 and a \$1,000 Dry cleaning allowance to be paid out on December 31st and June 30th of each year of the contract.

b. Professional Development and Membership

The Town recognizes its obligations to the professional development of the Police Chief. In furtherance thereof, Goulden may be given an annual allowance, subject to appropriation, to be used toward the cost of membership in professional organizations; toward seminars and courses and associated expenses; and toward professional subscriptions. Attendance at courses

and programs requires the prior approval of the Selectmen.

c. Leave of Absence

Goulden shall be granted leave, including but not limited to, Family Medical Leave; Small Necessities Leave; Paternity Leave; jury duty leave; military leave; and other leave as provided by law.

d. Severance:

In the event that Goulden is terminated, for reasons other than illegal activities, by the Board before the expiration of the aforesaid term of employment, then, in that event, the Board agrees to pay Goulden six (6) months' severance, or the remainder of the contract term, whichever is less. The payment will be paid over six (6) months per the standard payroll period. Severance will consist of base pay and accrued unused vacation time.

Goulden shall meet with the Board of Selectmen if termination is determined for the purpose of explaining reason(s) to end employment.

e. Other Benefits

Goulden may receive all other benefits offered to all non-union, exempt employees in the Town of Shirley that are authorized by the Selectmen by written amendment to this Contract, executed by Goulden and the Selectmen.

1. Death during term of employment: If Goulden dies during the term of employment, the Town shall pay Goulden's estate/designated beneficiary all the compensation which would otherwise be payable to Goulden up to the date of Goulden's death, including salary and accrued, unused vacation days.

G. RESIGNATION; RIGHT TO NOT RE-APPOINT; DISCIPLINE AND DISCHARGE

1. Termination by Mutual Agreement

This Contract may be terminated at any time by mutual written agreement, signed by the Selectmen and Goulden, upon such terms and conditions as may be acceptable to both parties.

2. Resignation

In the event that Goulden desires to resign before the term of this Contract expires, he may do so by giving the Selectmen sixty (60) days' notice in writing. Until the effective date of the resignation, Goulden shall continue to perform his duties, and shall, if requested, cooperate with the Selectmen in the search for a successor.

3. Right Not To Re-appoint

The Selectmen shall have the right not to re-appoint Goulden to this position at the expiration of this Contract (August 31, 2017), without cause, as long as the following conditions have been met:

- a. Goulden shall have been formally evaluated, said evaluation and notification shall be provided to Goulden via certified mail, return receipt requested, to Goulden's

- residence, or may be delivered in hand; and,
- b. The vote to not re-appoint shall be made by a majority vote of the Selectmen by December 31, 2016.
 - c. As set forth in Paragraph B (2) of this Contract, the Board's decision to not re-appoint Goulden shall not be considered a discharge under Paragraph G (4) of this Contract and, as such, Goulden is not entitled to a severance payment as set forth in Paragraph F (8) (d) of this Contract and the procedures for discharge contained in Paragraph G (4) shall not apply to a decision to not re-appoint.

4. Discipline and Discharge

The principle of progressive discipline shall generally apply. The Board, however, reserves the right to forego progressive discipline if the circumstances warrant a harsher punishment, as determined by the Board of Selectmen.

- a. The Selectmen may discipline or discharge Goulden for just cause at any time during the term of this Contract:
- b. Prior to taking disciplinary action Goulden will be advised of the charges being brought against him and be provided with the opportunity to be heard, pursuant to the Open Meeting Law, G.L. c. 30A, Sec. 21(a)(1).
- c. Goulden may be placed on paid administrative leave at any time during this Contract at the discretion of the Board.

H. INDEMNIFICATION

1. The Selectmen agree to maintain Professional Liability Insurance for the Town of Shirley in the amount of One Million Dollars (\$1,000,000) per occurrence, or any such greater amount as determined by the Selectmen, which policy shall cover Goulden; to provide legal counsel for Goulden in accordance with the provisions of MGL c. 258, §2, in defense of any action in which Goulden is named as a party, except as may relate to his reprimand, suspension or dismissal; and to indemnify, defend, save, and hold harmless Goulden in any demands, claims, actions, suits, and legal proceedings brought against him in his official capacity, as an agent of the Town in accordance with, and subject to the conditions and limitations of, MGL c.258, §§1-8, 9, and 13. This indemnification shall survive and endure the expiration of this Contract for all actions taken while Goulden was employed by the Town and acting within the scope of his employment.
2. Should, subsequent to his service as Police Chief, the Town call or summons Goulden to provide information about or testify as to actions that took place during his tenure as Police Chief, Goulden agrees that, if requested in writing by the Selectmen of Selectmen, he will cooperate. The Town agrees to reimburse him for his reasonable per diem expenses associated with such testimony or cooperation.

I. INVALIDITY

If any paragraph, part of, or rider, to this Contract is found invalid, it shall not affect the remainder of this Contract, but said remainder of this Contract shall remain in full force and effect.

J. OTHER TERMS AND CONDITIONS

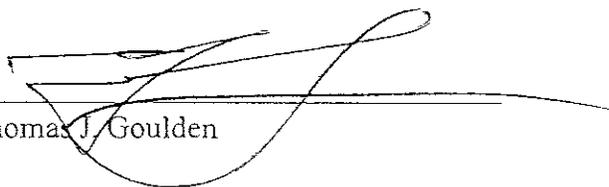
The Selectmen shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Goulden, provided that such terms and conditions are not inconsistent with the provisions of this Contract, Town bylaws, or other applicable laws.

K. ENTIRE AGREEMENT

This Contract embodies the entire agreement between the Selectmen and Goulden and there are no other inducements, promises, terms and conditions, or obligations made or entered into by either party, other than those contained herein. This Contract may not be changed except in writing and with the signatures of both parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Contract, in duplicate, as of the date first written above.

**THE TOWN OF SHIRLEY
BY AND THROUGH ITS BOARD OF SELECTMEN:**



Thomas J. Goulden

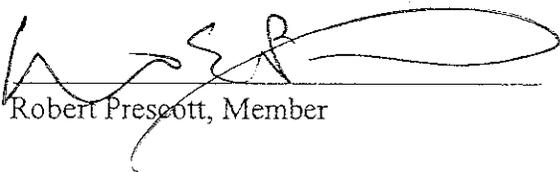
Town of Shirley Board of Selectmen



David Swain, Chair



Kendra Dumont, Vice Chair



Robert Prescott, Member

DATE: August 25, 1014