

WEST TISBURY POLICE CHIEF EMPLOYMENT CONTRACT
Between

TOWN OF WEST TISBURY
And
CHIEF Matthew L. Mincone

Agreement made this 31st day of March, 2024 by and between the Town of West Tisbury (hereinafter the "Town") and **Matthew L. Mincone** of West Tisbury, Massachusetts (hereinafter the "Chief" or "Chief of Police").

WHEREAS, the Town is desirous of securing the services of the Chief in the administration of the Police Department; and

WHEREAS, the Town has authority to enter into this contract pursuant to the provisions of G. L. c. 41, sub sec 108O; and

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

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 contract to which said Chief shall be entitled as Chief of Police.

1. DUTIES

The administrative control of the Police Department for the Town shall be the responsibility of the Chief.

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.
- D. Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Police Department.
- E. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- F. Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.
- G. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.
- H. Being in charge of all special, auxiliary and/or reserve police officers, if any.
- I. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- J. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.
- K. Being available for hearings before any Board of the Town at which the Police Department is required to appear and before the Town Meeting when necessary.
- L. Being responsible for planning, organizing, directing, staffing and coordinating police operations, including so-called "paid details," mutual aid, regional task force or similar enforcement efforts, and coordination with the State Police where the Chief deems it appropriate.
- M. Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.

N. Such other duties as may be from time to time assigned by the Town through the Board of Selectmen.

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 Chief of Police under this Contract.

3. **INDEMNIFICATION**

The Town agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties.

A. ***Professional Liability***

The Town agrees to furnish at its expense professional liability insurance for the Chief with liability limits of no less than One Million (\$1,000,000.00) Dollars.

B. ***Disability***

The Town agrees to procure a disability insurance plan for the Chief in such amounts as it reasonably determines appropriate and which is consistent with the plan for other department heads.

C. ***Miscellaneous***

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 officers of any rank of the Police Department.

D. ***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/her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the Town, including but not limited to the International Association of Chiefs of Police, the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, and any applicable regional police chiefs association(s).

5. **AUTOMOBILE**

The Town shall provide a police vehicle for use by the Chief of Police and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief of Police in connection with the performance of his duties as Chief of Police and for professional growth and development. The vehicle may be used by the Chief when off-duty since the Chief is "on-call" in the event of emergency.

6. **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/her skills and abilities as a law enforcement administrator; accordingly, the Chief will be allowed to attend the Massachusetts,

New England, and International Association Police training conferences each year without loss of vacation or other leave, and will be reimbursed by the Town for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

The Town also agrees to budget and pay for travel and subsistence expense of the Chief for short courses, institutes, and seminars that, in the chief's reasonable judgment, are necessary for his professional development in keeping with the Towns travel reimbursement policy.

The Town shall reimburse the Chief for reasonable expenses incurred in connection with his/her attendance at professional management development courses and/or seminars, including, but not limited to, tuition for one college level course per semester at a college of the Chief's choice in his/her pursuit and attainment of an undergraduate degree in criminal justice, subject to the prior approval of the Board and subject to appropriation.

7. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his/her 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.

8. PERFORMANCE EVALUATION

The Board of Selectman shall review and evaluate annually the performance of the Chief of Police.

9. DISCIPLINE OR DISCHARGE

A. It is agreed that the Chief of Police can be disciplined or discharged (which term includes non-reappointment) only for just cause, upon

proper written notice of at least 30 days and only after a hearing at which the Chief shall have the right to be represented by counsel. 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. The principle of progressive discipline will apply and the Town recognizes its obligation to provide the Chief with periodic performance evaluations.

B. The Chief may appeal any discipline or discharge to a committee of arbitrators consisting of three (3) persons. The three persons shall be chosen as follows: one by the Town, one by the Chief, and one by the two so chosen. A majority of the three-member committee shall be sufficient to uphold, modify or reverse the discharge decision.

C. The Chief may appeal any discipline or discharge upheld by the committee of arbitrators to the district court wherein the Chief resides or to the superior court, each of which shall have jurisdiction to review whether any discipline was proper and may order the reinstatement of the Chief of Police if he or she alleges he or she has been improperly suspended or discharged.

D. In the event of the suspension or discharge of the Chief, if the committee of arbitrators or a court shall reverse or modify a suspension or discharge, the Chief shall be entitled to back pay, benefits and counsel fees.

10. **COMPENSATION**

For the term March 31, 2024 to March 30, 2027, the Chief shall be paid a salary of One Hundred Eighty Nine Thousand Eight Hundred Eighty Five Dollars and Eighty Four Cents (\$189,885.84), plus longevity. An additional Two and One Half Percent (2.5%) will be added to the salary in year two (2) and three (3) of this contract. Longevity will start from original date of hire by the Town, June 25, 1995 (06/25/1995).

11. BENEFITS

The Chief shall receive at least the same number of sick days, vacation days, personal days, bereavement days, holidays, longevity pay, uniform and cleaning allowance, health and life insurance, and all other benefits as do any of the regular police officers, with the exception of educational incentives, of any rank of the Town.

In each succeeding year of this Contract, the Chief shall receive the same salary as stated above plus any cost of living percentage, but in no event less than any percentage increase received by any of the regular police officers of any rank for the Town in each of said years, as well as any increase in other contractual benefits.

12. NO REDUCTION OF BENEFITS

The Town agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other benefits of the Chief.

13. MODIFICATION

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

14. LAW GOVERNING

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

15. 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.

16. LENGTH OF CONTRACT

A. The initial term of this Contract shall be for a period commencing 03/31/2024 and ending 03/30/2027. However, this Contract may be extended as provided by its terms.

B. In the event the Chief resigns following a formal suggestion by the Town that he resign before the expiration of the then-applicable term of employment, the Town agrees to pay the Chief a lump sum severance payment equal to the balance of any term of appointment, but in no event less than twelve (12) months' salary and benefits.

C. In the event the Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Chief shall give the Town 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 or unused leave, including Twenty Five Percent (25%) of the maximum allowed sick time off hours.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

FOR THE TOWN

THE CHIEF OF POLICE

APPROVED AS TO FORM: Town Counsel