

BOARD OF SELECTMEN
CHARLES E. SHEPARD MUNICIPAL BUILDING

48 High St. • P. O. Box 609 • Warren, MA 01083-0609 • Tel. 413-436-5701 • Fax 413-436-9754

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
TOWN OF WARREN
AND
GERALD N. MILLETTE
POLICE CHIEF**

AGREEMENT made this 30th day of March 2023 by and between the Town of Warren, MA (hereinafter “Town”), acting by and through its Board of Selectmen (hereinafter referred to as “Board”, and Gerald N. Millette.

WHEREAS, Millette is currently serving as the Town’s Chief of Police

WHEREAS, the Board wishes to re-appoint Millette for a term of Three (3) years when his current term expires on June 30, 2023.

WHEREAS, Millette is willing to accept the Town’s appointment and serve as the Chief of Police in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and subject to appropriation wherever funding is required, the Town and Millette hereby agree to the following terms and conditions:

I. TERM

Subject to annual appropriation, the term of this Agreement shall commence on July 1, 2023, and continue for three (3) years, ending June 30, 2026, unless sooner terminated, as hereinafter provided. Thereafter, the Agreement may be extended by its terms and shall remain in force and effect thereafter until a successor agreement is reached.

II. COMPENSATION

In Fiscal Year 2024, the employee shall receive a salary of \$99,132.00, with a 1% increase in 2025 and a 1% increase in 2026. Total compensation shall be as follows:

FY 2024	\$99,132.00
FY 2025	\$100,123.00
FY 2026	\$101,124.00

III. OTHER BENEFITS

The Chief of Police shall be entitled to all benefits as outlined in Section VII through X of the Town of Warren Personnel By-Law.

The Chief shall receive twenty-five (25) working days of paid vacation for FY24, FY25, and FY26.

The Chief of Police shall receive health insurance pursuant to the Town's Personnel By-Law.

The Chief of Police shall receive an annual clothing allowance of \$1,000.00.

The Chief of Police shall be entitled to the same education incentive as negotiated in the collective bargaining agreement with the Warren Patrolmen's Association. Advance degree related to the field of criminal justice or law enforcement shall be eligible for the following stipends:

Associate's Degree	5% of base pay
Bachelor's Degree	10% of base pay
Master's degree	12.5% of base pay

IV. PROFESSIONAL DEVELOPMENT

The Town agrees to budget for an pay, an appropriate amount of the professional dues and subscriptions of the Chief for his continued 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 Police Chief Association and the applicable regional Massachusetts Police Chiefs Association.

The Town recognizes its obligations to the professional development of the Chief and shall give the Chief adequate opportunities to develop his skills and abilities as a law enforcement administrator. Accordingly, the Chief shall be allowed to attend the Massachusetts Chiefs Of Police Association Conference, New England Chiefs of Police Conference and the International Association of Chiefs of Police Conference each year without loss of vacation or other leave, and shall be reimbursed by the Town of all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences, subject to funding availability, although the town agrees that they shall budget for and support the appropriation of such expenses for short courses, institutes and seminars that in his reasonable judgment, are necessary for his professional development. Prior approval from the Board of Selectmen will be required.

V. DISCIPLINE AND RE-APPOINTMENT

The Chief may be disciplined, discharged, or not reappointed only for cause, and only after a hearing at which the Chief shall have the right to be represented by counsel of his choosing. The Town shall provide the Chief with proper notice of the hearing given at least ten (10) business days prior thereto, and which specifically sets forth the charges/reasons for discipline, discharge, or non-reappointment. 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 principles of progressive discipline will apply, and the town recognizes its obligation to provide the Chief with periodic performance evaluations.

The Chief may appeal any discipline or discharge to an arbitrator either mutually agreed upon by the parties or selected pursuant to the rules of either the Massachusetts Division of Labor Relations or, if the Town object to said agency, the American Arbitration Association. The arbitrator shall have the authority to determine whether the Town had cause to take the disputed action and the arbitrator may reverse or modify the action taken. The fees and expenses of the arbitrator shall be borne equally by the Town and the Chief. Each party will be responsible for its own costs and attorneys' fees. The dispute as stated in the Chief's appeal and any response by the Town shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. The arbitrator shall not violate, misinterpret, or misapply any state or federal laws or regulations nor be arbitrary and capricious in rendering a decision.

The Chief may appeal any discipline or discharge upheld by the arbitrator 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 or Police if the Chief alleges, he or she has been improperly suspended or discharged.

At the expiration of the term, any decision of the Board of Selectmen not to re-appoint the employee as the Police Chief shall be for just cause only. The Town shall give at least six (6) months' notice prior to the end of the expiration of the Agreement if the Police Chief is not to be reappointed.

VI. RESIGNATION & TERMINATION

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 thirty (30) days written notice in advance, unless the parties otherwise agree in writing.

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 nine (9) month's salary and benefits.

VII. INDEMNIFICATION

The Town agrees that it shall defend, save harmless and indemnify the Police Chief, to the extent permitted under Mass. General Laws chapter 258, Section 13, against any professional liability claim, demand, or other civil legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of the employees' duties as the Police Chief for the Town. This provision shall survive any termination of the Agreement with respect to acts or omissions while serving as the Chief.

VIII. INJURED ON DUTY

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

IX. DUTIES AND RESPONSIBILITIES

The Police Chief shall have the responsibility of the administrative control of the Police Department. Duties shall be those outlined in the job description for the Police Chief. A copy of the job description is attached here to and marked as Attachment "A".

The Police Chief shall provide a written monthly report to the Selectmen of the status of the activities of the Police Department. The Police chief agrees to report to the Selectmen monthly or sooner if necessary, all significant police issues. The Police Chief shall notify the Chairman of the Board of Selectmen and the Town Administrator of any significant incidents; examples include lock down at a school, damage to town property, injury, or illness of employees.

The Chief shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Chief of Police under this Agreement. It is recognized that the Chief must devote a great deal of time outside normal office hours to conduct the business of the Town. The Chief, therefore, shall be allowed to take time off and alter the Chief's schedule as the Chief deems appropriate during said normal office hours, and at such times that will least adversely impact Department operations.

X. NO REDUCTION OF BENEFITS

The Town of Warren agrees that it shall not at any time during the term of this agreement reduce the salary, compensation, or other benefits of the Police Chief, except to extent that such reduction is evenly applied across the board for all employees of the Town of Warren.

XI. MODIFICATION

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

**TOWN OF WARREN POLICE DEPARTMENT
JOB DESCRIPTION**

CHIEF OF POLICE
Attachment A

SUMMARY

The Chief of Police is the chief administrative officer of the Department and the final authority in all matters of fiscal management, policy, operations, and discipline. He/she exercises all lawful powers of his office and issues such lawful orders as are necessary to assure the effective performance of the Department.

Through the Chief of Police, the Department is responsible for the enforcement of all laws and by-laws coming within its legal jurisdiction. The Chief of Police is responsible for planning, directing, coordinating, controlling, and staffing all activities of the Department, for its continued and efficient operation, for the enforcement of rules and regulations within the Department, for the completion and forwarding of such reports as may be required by competent authority and for the Department's relations with local citizens, the local government, and other related agencies.

DUTIES AND RESPONSIBILITIES

SUPERVISION:

1. Observe and enforce all laws, which the Warren Police Department or its officers have the authority to execute. Direct officers to enforce all State Laws and Town By-Laws.
2. Organize, direct, and control all resources of the Department for the most efficient discharge of his duty preserve the peace; protect persons and property; obey and enforce all ordinances of the Town; and all criminal laws of the Commonwealth of Massachusetts and the United States of America.
3. Develop the organizational structure of the Department in accordance with professional standards.
4. Establish a routine of daily duties to be performed by officers as designated by him/her and designate an officer to serve as commanding officer in his absence.
5. Assign, detail or transfer any member or employee of the Department to or from any unit or assignment whenever he shall deem such action to be in the best interest of the efficiency, discipline, or morale of the Department.

6. Cause an adequate and progressive program of the training to be organized and conducted for members and employees of the Department.
7. Ensure that all members have available to them copies of the Department's Rules, Regulations, Policies and Procedures.
8. Promulgate all General, Personnel and Special Orders of the Department and issues on his own authority orders, written and oral, not inconsistent with his powers, duties, and responsibilities.
9. Inspect and be responsible for the appearance of members of the Department.
10. Plan and execute police programs designed to prevent and repress crime, to apprehend and prosecute offenders, to recover property and to regulate non-criminal conduct. He/she shall modify these programs to meet current trends as they are referred to him/her by analysis of records and reports.
11. Initiate investigation into ~ cases of alleged or apparent misconduct by Department personnel.
12. At all times inform himself/herself of the affairs of the Department and be assured that the duties and responsibilities of subordinates are being properly discharged.
13. Exercise general supervision and inspection of all public places within the Town and cause the laws and ordinances concerning them to be obeyed.
14. Develop or adopt new techniques to improve effectiveness in the discharge of primary police obligations of the Department.
15. Enlist the suggestions of members and employees of the Department to ensure maximum relevance and acceptance of all Department rules, regulations, policies, and procedures.
16. Be responsible for the safekeeping of all criminal evidence and any recovered, found or safekeeping property brought to the station.

REPORTING AND NOTIFICATION

1. Submit those reports required of him/her in such form and detail as to clearly depict conditions and police action taken.
2. Submit an annual report, which presents the problems, services, and activities of the Department.
3. Submit an annual report to the Commonwealth of Massachusetts indicating the number of arrests and their classification.

4. Notify the State Department of Public Utilities within twenty-four hours after an accidental death by electricity or gas.
5. Promptly report to the appropriate authority all particulars within his knowledge, relating to injuries to persons or property alleged to have been caused by defects, obstructions or want of repair on any public street. The same procedure shall be followed whenever it appears likely that the local government may be sued for damages.
6. Notify the Registrar of Motor Vehicles on the appropriate form of the particulars of any collision involving a motor vehicle, which happens within the limits of this community in which any person is killed or injured or where there is damage in excess of \$1000.00 to any one vehicle or other property. He shall ascertain, if possible, the name(s) of the operator(s) and notify the Registrar of the same.
7. Report to the FBI on appropriate forms, data for the purposes of compiling the Uniform Crime Report.
8. Maintain a personnel record system in which shall be kept confidential information on all Department members and employees.
9. Assist the Board of Selectmen, through background checks, interviews, recommendations and providing additional pertinent information on all prospective regular and promotional appointments within the Department.
10. Report directly to the Board of Selectmen on all Department activities and affairs.

XII. SERVERABILITY OF PROVISIONS

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

XIII. OTHER PROVISIONS

The Town shall provide a police vehicle for use by the Police Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Police Chief in connection with the performance of said duties as Chief and for professional growth and development. It may be used for personal reasons since the Police Chief is "on Call" at all times in the event of an emergency. The only occupants permitted in the vehicle shall include those in the employment of the Town of Warren, individual(s) who are detained, and those who are directly related to the course of official Town Business. The vehicle will not be used for vacations without the permission of the Board of Selectmen. At any point in time that the Chief is required to use his personal vehicle in lieu of the police vehicle for business use, the Chief shall be entitled to a mileage reimbursement for said use.

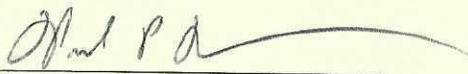
On or about January 2, 2026, or at a mutually agreeable date and time, the parties shall meet to discuss a renewal of this agreement.

The Police Chief shall be subject to an annual review in the last month of the fiscal year by the Chair or his/her designee and the Town Administrator to review the annual performance.

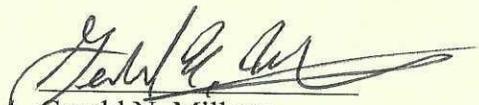
Signed at the Town of Warren, Worcester County, Massachusetts on the 30th day of March 2023.

TOWN OF WARREN
BOARD OF SELECTMEN

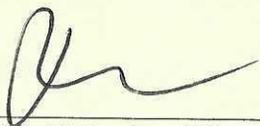
POLICE CHIEF



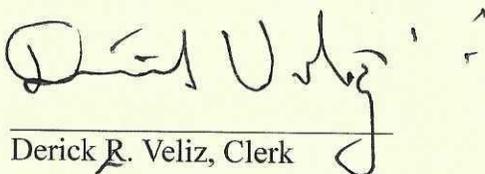
David P. Dufresne, Chair



Gerald N. Millette



Richard J. Eichacker, Vice-Chair



Derick R. Veliz, Clerk