

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 13th day of March, 2024, by and between the Town of Dighton, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter called the "Town", acting by and through its Board of Selectmen, hereinafter called "Board" and George Nichols, hereinafter referred to as "Police Chief" or "Nichols."

WITNESSETH:

WHEREAS, the Town desires to employ the services of George Nichols as Police Chief for the Town of Dighton under the powers and provisions of Sections 97A of Chapter 41 of the Massachusetts General Laws and relevant Town Bylaws and policies of the Town.

WHEREAS, the Board desires to contract for the salary and benefits of said Police Chief;

WHEREAS, the Board desires to obtain the services of the Police Chief, and to provide an inducement for him to remain in such employment; and

WHEREAS, George Nichols agrees to accept employment as Police Chief of said Town.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **DUTIES.** The Town hereby agrees to employ George Nichols as Police Chief of said Town and to perform the functions and related duties of said position, as specified in the applicable Bylaws, applicable Rules and Regulations, votes of the Board of Selectmen, General or Special Laws, votes of the Town Meeting, and the job profiles/descriptions/outlines and performance goals and objectives, including but not limited to remaining in compliance with mandatory Peace Officer Standards and Training (POST) certification requirements, as agreed upon and signed by both the Employer and the Employee, all of which as may be amended, rescinded and supplemented from time to time, and to perform such other legally permissible and proper duties and functions as the Town Administrator shall, from time to time, assign and/or are normally within the scope of duties and responsibilities performed by the person holding the position of Police Chief in Towns of the Commonwealth of Massachusetts. George Nichols hereby accepts employment as Police Chief.

George Nichols shall perform faithfully, to the best of his ability, such duties and responsibilities as shall be assigned by the Board and including, without limitation, those set forth above and in the job description which is annexed hereto and incorporated herein by reference. Said responsibilities include the administration of the Animal Control Officer, Communications, and Harbormaster programs and their respective budget preparation and expenditure management, personnel training, scheduling and discipline, and accountability for said programs to the Town Administrator and Board of Selectmen.

2. **TERM.** The term of employment shall be a period of three (3) years, beginning March 13, 2024, and ending on June 30, 2027, unless this Agreement is sooner terminated as herein provided for.

This position of Police Chief shall be the only full-time occupation Nichols shall have while employed by the Town. The Police Chief may engage in outside employment/consultant work utilizing his subject matter expertise, if it is not in conflict with duties of the Dighton Police Chief and as long as the work complies with General Laws, c. 268A. The Chief shall notify the Town Administrator prior to accepting such outside employment/consultant work. During the time of this Agreement, the Police Chief shall be permitted to work police details outside of his regular work hours or during vacation leave, provided such detail work does not derogate from his duties as Police Chief for the Town of Dighton and is not contrary to the best interests of the Town. He shall have the right of refusal before any Reserve Police Officer for police details, but after any current member of the Dighton Police Officers Local 306.

3. **COMPENSATION.** The Town agrees to pay the Police Chief for services rendered under this Agreement, an annual base salary as follows, subject to applicable withholdings and deductions, and payable in installments at the same time as other employees of the Town are paid.

- a.) Effective March 13, 2024, the Police Chief's annual salary shall be \$126,000.
- b.) Effective July 1, 2024, the Police Chief's annual salary shall be \$126,000.
- c.) Effective July 1, 2025, after a successful performance evaluation, the Police Chief's annual base salary shall be increased by no less than 2%.
- d.) Effective July 1, 2026, after a successful performance evaluation, the Police Chief's annual base salary shall be increased by no less than 2%.

The Police Chief, if he attains a qualifying degree from an accredited institution of higher learning in criminal justice, public administration or other related field of study, subject to approval by the Board of Selectmen, shall receive the following increase, in addition to his base salary, made payable in installments at the same time as other employees of the Town are paid:

- Associate's Degree – Increase of ten percent (10%) of his base salary
- Bachelor's Degree – Increase of twenty percent (20%) of his base salary
- Master's Degree – Increase of twenty-five (25%) of his base salary

The Police Chief recognizes and agrees that he will not be entitled to any salary increases or benefits afforded to other Town employees, unless the Parties agree to the same by an amendment to this Agreement.

4. **HOURS OF WORK.** It is recognized that, in order for the Police Department to function effectively, the Police Chief's duties will require that he work hours not necessarily associated

with a typical forty (40) hour per week, eight (8) hour work day. It is expected that the Police Chief will spend such time as necessary that his employment obligations under this contract are met.

Whenever the Chief is going to take a vacation, leave of absence, a medical leave of absence, or any similar leave, he shall designate an officer within the Department's command staff to fulfill duties outlined in this Agreement in his absence.

It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, in its rules and regulations. There shall be no paid overtime or additional compensation for additional time worked outside of regular work hours, aside from what is specifically outlined in this Agreement. For the purposes of the Fair Labor Standards Act, the Police Chief shall be an "exempt employee."

5. **VACATION.** The Police Chief shall be entitled to five (5) weeks' vacation with pay during each year of the term of this contract, exclusive of legal holidays, to be made available on July 1 of each year. If the Employment Agreement with the Police Chief is terminated on or prior to its expiration, payment for unused accrued vacation time shall be made on a pro-rated basis. Vacation time is not cumulative and must be used. In the event that the Police Chief is unable to use his vacation by the end of the fiscal year, he may request to carry forward to the next fiscal year up to, but not to exceed, two (2) weeks' vacation time. The Police Chief shall not take more than two (2) weeks of vacation consecutively unless a longer period of time is agreed to by the Board in advance.

6. **SICK LEAVE.** Sick leave shall consist of one (1) day per month, not to exceed twelve (12) days per year. There shall be no cap on accrual of sick leave for the Police Chief. Sick leave shall not be paid out upon separation, except for retirement. Upon retirement, the Town agrees to buy-out one hundred (100%) of accumulated sick leave at a regular rate of hourly pay being received at the time of said retirement up to a maximum amount of \$20,000.

7. **PERSONAL LEAVE DAYS.** The Police Chief shall receive four (4) personal days per year. Personal days are not cumulative and cannot be carried forward to another fiscal year. Unused personal days shall not be compensated.

8. **BEREAVEMENT LEAVE.** Bereavement Leave without loss of pay shall be granted for death in the immediate family up to three (3) days. These days are to be used within ten (10) days of death unless funeral or burial is postponed:

Mother-in-Law
Grandparents
Son-in-Law
Brother-in-Law

Father-in-Law
Grandchildren
Daughter-in-Law
Sister-in-Law

Up to five (5) working days:

Mother	Father	Stepchild
Sister	Brother	Stepparents
Child	Spouse	Person living in Household
Grandchild (if grandparent is guardian)		

Up to two (2) working days for all other relatives (Aunt, Uncle, Niece, Nephew and Cousin).

9. **JURY DUTY.** In the event the Police Chief is required to perform jury duty, he shall receive leave with pay for the duration of such duty. The Police Chief shall be paid the difference between the jury duty pay, exclusive of mileage and expenses, and his regular compensation.

10. **UNPAID LEAVE.** Unpaid leave may be granted to the Police Chief at the Board's sole discretion for any period or periods of absence which are not covered by any paid leave provided for hereunder.

11. **HOLIDAYS.** The Police Chief shall be excused from work without loss of pay on the following holidays and any other holiday declared by the Governor, the General Court or the Board:

New Year's Day (January 1)	
Martin Luther King Day	Columbus Day (second Monday in October)
President's Day (third Monday in February)	Veterans' Day
Patriot's Day (third Monday in April)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve (1/2 day)
Independence Day	Christmas Day
Labor Day	

The Police Chief shall also receive any other holidays granted to non-union employees.

If a holiday falls on a Saturday, the preceding workday shall be the designated holiday. If a holiday falls on a Sunday, the following Monday shall be the designated holiday.

12. **GROUP HEALTH AND LIFE INSURANCE.** The group health insurance plan and the group life insurance plan provided by the Town for its employees shall be available to Nichols. The Town will continue to pay the current percentage in health care coverage currently provided for union and non-union employees.

13. **PROFESSIONAL DEVELOPMENT.** The Town will recognize its obligation to Professional Development of the Police Chief and agrees that Nichols shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator. The Police Chief is expected to participate in the Bristol County Chiefs of Police Association and the Massachusetts Chiefs of Police Association. Nichols will be

reimbursed by the Town for all reasonable expenses, including travel expenses, incurred while attending or traveling to the aforementioned professional development conferences.

The Town also agrees to pay for travel and subsistence expenses of Nichols for short courses, institutes and seminars related to annual in-service training and obligations that, in reasonable judgement are necessary for his professional development. While the Town agrees to budget for pay and travel assistance related to said professional development, participation in such events is subject to budget allocation.

The Town will encourage the furthering of education both professionally and academically. Should the Police Chief choose to enroll and matriculate into a college, university or certificate program of higher education that would prove beneficial to the Police Department and the Town, as determined by the Board of Selectmen, he shall be reimbursed up to five thousand dollars (\$5,000) per year for such costs incurred after June 29, 2023. The Police Chief must pass said courses with a "C" average or better.

The Police Chief agrees to reimburse the Town for the costs of any such courses, institutes, seminars or related higher education training if the Police Chief proposes to terminate this Employment Agreement prior to its expiration.

14. **AUTOMOBILE.** The Town of Dighton shall provide a police department vehicle to be used exclusively by the Police Chief connection with the performance of his duties and related professional growth and development activities and for personal use only. All attendant operating and maintenance costs, as well as fuel costs, related to the vehicle shall be paid by the Town.

15. **UNIFORM ALLOWANCE.** The Police Chief shall annually be eligible for up to one thousand eight hundred dollars (\$1,800) in reimbursement for uniforms and related costs for equipment and expenses. The Town agrees to allow Nichols to use a portion of the clothing allowance to purchase clothing that may be worn by the Police Chief at civic functions, including town meetings and events, that fall within the scope of employment for the Police Chief.

16. **CELL PHONE.** The Town shall provide the Police Chief with a phone/cellular device, protective cover, vehicle charger and service plan to be procured and paid for under the Police Department's account and shall include all taxes and fees.

17. **PERFORMANCE EVALUATION.** Annually, the Town Administrator and the Police Chief shall define such goals and performance objectives, and the Police Chief's role in the attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Town's policy objectives. The Town Administrator shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The Police Chief shall prepare and submit for the Town Administrator's approval goals and objectives which shall be signed by both parties and shall be attached to and become a part of this agreement.

The Town Administrator shall review and evaluate the performance of the Police Chief who shall have the right to make a written response to such evaluation. The written evaluation and the response shall be filed in his personnel file.

18. **INDEMNIFICATION.** The Town shall provide indemnification and legal defense for the Police Chief in accordance with M.G.L. c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Police Chief, so long as the Town would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. The Police Chief shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.

19. **DEATH, BURIAL, FUNERAL.** In the event of death of Nichols during the time of his employment, the Town shall pay to Nichols' estate all compensation which would have otherwise been payable to him up to the date of his death, including but not limited to payment for any unused leave days in accordance with the provisions of this Agreement.

The Town shall pay for reasonable funeral and burial expenses for Nichols if killed in the line of duty up to fifteen thousand dollars (\$15,000) subject to posthumous town meeting appropriation, in accordance with Section 100 G ¼ of Chapter 41 of the Massachusetts General Laws.

20. **SUSPENSION AND TERMINATION.**

- A. **Suspension.** The Town may suspend the Police Chief for cause, without pay, at any time during the term of this Agreement. Paid administrative leave shall not be considered a suspension under this Agreement, and the Town retains the right to place the employee on such leave for any reason.
- B. **Termination.** The Police Chief may be removed by the Board of Selectmen for good cause. "Good cause" under this Agreement shall be defined as failure to meet performance goals or serious misconduct in violation of any law or Town policy, whether such misconduct occurs on or off duty. If any such removal is intended by the Board, the Police Chief shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed removal. If he so requests, he shall be given a hearing before the Board at which he may be represented by Counsel, present evidence, and call witnesses to testify on his behalf.
- C. In the event the Police Chief is terminated by the town without cause before the expiration of the agreement and during such time he is willing and able to perform the duties of the Police Chief, the Town agrees to pay the Police Chief a lump sum equal to ninety (90) days aggregate salary, or the balance of the remaining contract, whichever is less (at the rate of pay in effect prior to termination).

- D. In the event the Police Chief voluntarily resigns his position with the Town before expiration of the term of employment provided for herein, the Police Chief shall give the Town one (1) month notice in advance unless the parties otherwise agree. In the event the Police Chief voluntarily resigns, he shall not be eligible for severance benefits.
- E. Nothing shall prevent the Employer from undertaking the termination of the Employee at such time as the Employee is under suspension.

21. **RENEWAL OF AGREEMENT.** This agreement will not renew automatically. This Agreement shall terminate at the end of said term unless it is extended for an additional term of a year or years by the Board. The Board shall give the Police Chief written notice of at least ninety (90) days prior to the end of the term as to whereof it desires to renew the Agreement. In the event the Police Chief is not interested in a renewal of the Agreement, he shall give the Board written notice of such fact at least ninety (90) days prior to the end of the term. In the absence of the aforementioned written notice from the Board or the Police Chief referenced in this paragraph, this Agreement shall terminate at the end of its present term as set forth herein.


22. **ENTIRE AGREEMENT.** This Agreement embodies the whole agreement between the Board and George Nichols and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by writing signed by the party against whom enforcement thereof is sought.

23. **SEVERABILITY CLAUSE.** If any paragraph or provision of this Agreement is invalid or deemed illegal or unenforceable, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

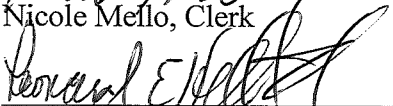
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in duplicate on the day and year first above written.

BOARD OF SELECTMEN

TOWN OF DIGHTON

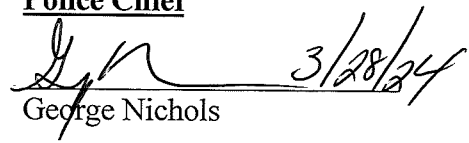

Peter Caron, Chairman


Nicole Mello, Clerk


Leonard E. Hull, Jr., Member

3/27/24

Police Chief

 3/28/24
George Nichols

TOWN OF DIGHTON
POLICE CHIEF
Job Description

December 4, 2023

Position:	Police Chief
Department:	Police Department
Appointing Authority:	Board of Selectmen
Reports to:	Board of Selectmen/Town Administrator
Works under the direction of:	Board of Selectmen/ Town Administrator
Salary:	Salary range \$120,000 - \$145,000; commensurate with qualifications
Hours:	May be required to work nights and report during emergency situations as needed; some night meetings may be required
Affiliation:	Non-Civil Service
Benefits:	Competitive benefits package including paid vacation time, paid sick time, group health and life insurance, Bristol County Retirement System

Summary:

The purpose of this position is to perform complex supervisory, administrative, and professional work in planning, organizing, and directing the operations of the Dighton Police Department and its staff and equipment, in the protection of life and property and in the prevention and suppression of crime; all other related work as required. The Police Chief is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control, including the Communications Center.

The Chief shall have all the powers under the provisions of Massachusetts General Laws, Chapter 41, Sections 97A and 98 and any amendments thereto, the Town Bylaws and the policies of the Town.

Supervision Received:

- Works under the general guidance and direction of the Board of Selectmen and Town Administrator and in accordance with Massachusetts General Laws. Must perform complex and highly responsible duties requiring a high level of initiative and independent judgment in the planning, administration and execution of the department's programs and services, and in the direction of personnel.
- Required to work independently in formulating decisions regarding department policies, procedures, operations and plans.

Supervision Given:

- Oversees and supervises all departmental employees, developing job direction, assigning tasks and instructions, and evaluating personnel performance (formally or informally, depending upon applicable personnel policy) within the Police Department, the Communications Center, and for Animal Control and Harbormaster personnel. Supervision

provided either directly or through subordinate supervisors. Employees include all Police Department, Communications Center, Animal Control and Harbormaster personnel.

Qualifications and Experience:

Education:

- Attained or currently enrolled in attaining Associate Degree in Criminal Justice, Law Enforcement Public Administration or related field, Bachelor's Degree preferred. Graduates of major policing executive development programs including FBI National Academy, Police Executive Research Forum Senior Management Institute for Police or Police Executive Leadership Institute are encouraged to apply.

Experience and Knowledge:

- Minimum of ten years as a police officer with a current minimum rank of Sergeant.
- Thorough knowledge of the principles and practices of police administration and of approved police methods and procedures.
- Thorough knowledge of state and federal laws and regulations and town bylaws affecting law enforcement activities.
- Ability to lead and supervise subordinates and to transmit general instructions and detailed orders as applicable.
- Experience in the investigation of criminal complaints.
- Verbal and written skills necessary to communicate with other town departments, citizens and court system.
- Ability to establish and maintain effective working relationships with town officials, subordinates, the general public and other law enforcement officials.
- Knowledge of the laws pertaining to collective bargaining, budgeting, and personnel management.
- Knowledge of computer applications as they are used in police departments.

Certificates and Licenses:

- Training and qualification in the use of weapons.
- Possession of a Massachusetts Class D motor vehicle operator's license and License to Carry.

Duties and Responsibilities:

This is not intended to be an exhaustive list and other duties may be assigned. The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related, or a logical assignment to the position.

- Plans, coordinates, supervises and evaluates Police Department and Communications Center operations and all full-time, part-time, and reserve personnel, as well as Animal Control and Harbormaster personnel.

- Develops policies and procedures for the Police Department, the Communications Center, and Animal Control and Harbormaster Departments to achieve efficiency and objectives. Ensures that personnel are assigned to shifts or working units that provide optimum effectiveness.
- Plans and implements a law enforcement program in order to carry out the policies of the Board of Selectmen. Reviews departmental/center performance and effectiveness and formulates programs or policies to improve overall efficiency.
- Oversees detective and other required personnel in the investigation of crime scenes.
- Evaluates evidence with detective and evidence officer; may interview witnesses and interrogate suspects in criminal cases to correlate all aspects and to assess for trends, similarities, or for associations with other cases.
- Oversees staff assigned to the development and maintenance of systems, records and legal documents that provide for the proper evaluation, control and documentation of police department operations.
- Supervises the Police Department training officer, scheduling officer, and Communications Center operations.
- Responsible for budget preparation and control including payroll and expenditures for the Police Department, Communication Center, Animal Control and Harbormaster Departments.
- Oversees the issuance, denial or revocation of firearm permits.
- Attends Town Meetings, Selectmen's Meetings and Finance Committee Meetings as required. Files reports as requested by town officials.
- Responsible for all departmental receipts, records of receivables, and timely deposit of receipts with the town treasurer.
- Oversees expenditures for Police Department personnel, Communications Center, Animal Control and Harbormaster Departments employees' uniform allowances to ensure that purchases meet departmental requirements.
- Participates in community events and activities.
- Assists with negotiations of the Collective Bargaining Agreements for the Police Department and Communications Center personnel. Responds to Police Department and Communications Center grievances. Instills discipline and standards of conduct in all personnel.
- Attends meetings and conferences to keep abreast of current trends in law enforcement.

- Oversees inventory of equipment for the Police Department, Communications Center, Animal Control and Harbormaster Departments.

Job Environment:

Work is generally performed under typical office conditions. During emergencies, the chief may be exposed to varying weather conditions and situations endangering personal safety. The chief may be required to work outside of normal business hours and may also be contacted at home at any time to respond to important situations and emergencies.

Physical Requirements:

Work may involve moderate to strenuous physical activity. During emergencies performance of work may involve standing, running and driving for long periods of time. Physical agility is required to access all types of areas. May be required to push, climb, stoop, kneel, crawl, and reach. May be required to physically restrain person(s) during arrests using standard police procedures. Excellent eyesight, including depth perception, color, and peripheral vision is required to perform the job.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

The Town of Dighton is a smoke, drug free and EOE/AA/Employer.