

**EMPLOYMENT AGREEMENT  
BETWEEN THE TOWN OF EAST BRIDGEWATER  
and  
MICHAEL MCLAUGHLIN, DEPUTY CHIEF**

This agreement (the "Agreement") is entered into as of 1st day of October, 2023 between the Town of East Bridgewater, Massachusetts (the "Town" or "Employer") and Michael McLaughlin, ("Deputy Chief of Police" or "Employee")

1. **Employment:** Under the direction of the Town's Police Chief, who is the civil service appointing authority pursuant to G.L. c. 31, the Town agrees to employ Michael McLaughlin, as the Deputy Chief of Police and Michael McLaughlin agrees to be employed as the Deputy Chief pursuant to the terms and conditions set forth in this Agreement.
2. **Duties:** The Employee hereby agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards. The duties and responsibilities of the Deputy Chief shall include but are not limited to the following:
  - a. The Deputy Chief will assume responsibility for supervision of the Police Department in the absence of the Police Chief. If designated by the Board of Selectmen as Acting Chief of Police, the Deputy Police Chief shall be vested with all authority granted to the Chief of Police under the Massachusetts General Laws and the By-Laws of the Town of East Bridgewater, including but not limited to Massachusetts General Laws, Chapter 41, Section 97A.
  - b. Assist in the supervision of the daily operation of the East Bridgewater Police Department.
  - c. Assist in the supervision of all command staff.
  - d. The Deputy Chief may assist in the preparation of the police department budgets, subject to the discretion of the Chief of Police.
  - e. The Deputy Chief may be called upon to give reports to the Board of Selectmen either orally or in writing when requested or required to ensure the proper communication between the Board of Selectmen and the police department.
  - f. The Deputy Chief shall assist in the supervision of the equipment, including automobiles belonging to the Police Department of the Town of East Bridgewater.
  - g. The Deputy Chief shall assist in the establishment of uniform specifications for the police department. Such uniform specifications shall stipulate the items that comprise the uniform, as well as the grade, quality, and /or the number of units of each uniform so specified. The Deputy Chief may assist in establishing weapons and ammunition specifications for the police department, subject to the discretion of the Chief of Police.
  - h. The Deputy Chief shall assist in the supervision of all auxiliaries and/or special police officers in the Town of East Bridgewater, as directed by the Chief.

- i. The Deputy Chief shall assist in the carrying out of all training programs for departmental personnel, safety programs for all school children, and community policing related programs, as directed by Chief.
  - j. The Deputy Chief shall be available for hearings before any board of the Town at which the police department is required to appear and before town meetings when necessary. Either the Chief or Deputy Chief or the Chief's designee, where applicable, shall represent the police department in departmental matters.
  - k. The Deputy Chief agrees to perform any and all related duties subject to his discretion.
  - l. Unless specifically authorized to do so by the Board of Selectmen, the Acting Chief of Police shall not hire or promote any member of the Police Department, and shall not impose discipline of more than five (5) work days without the approval of the Town Administrator.
  - m. The position of Deputy Chief of Police is a civil service position. In the event that the Deputy Chief is designated to serve as the Acting Chief of Police, the Town agrees to sign on an annual basis the HRD Form 56 (Leave of Absence) form, which is necessary to have on file in the event that the Deputy Chief of Police, as the Acting Chief of Police, is not selected as the permanent Chief of Police, and reverts back to the civil service title of Deputy Chief of Police.
3. **Hours of Work:** Except as otherwise authorized, the Deputy Chief shall devote, as a minimum, such time and effort as is necessary to perform the duties and responsibilities of the position properly. Due to the unique nature of the municipal public safety management function, it is understood and agreed that in order to perform the job properly, the Deputy Chief may have to expend additional time beyond the typical workday, and the Deputy Chief agrees to do the same as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act (FLSA) and the FLSA rules and regulations. There shall be no paid overtime or additional compensation for said additional time. However, the Deputy Chief may adjust his schedule taking into account such "extra" time so long as the same does not interfere with the obligations to perform his duties. No "compensatory" time may be accrued unless the same is documented and approved by the Chief of Police.
4. **Outside Employment:** The Town agrees that the Deputy Chief may be permitted, subject to the prior approval of the Chief of Police, to perform non-Town of East Bridgewater municipal outside paid details after all members of the police bargaining units qualified for details are first offered. In no event shall the Deputy Chief perform paid detail work during his regularly scheduled hours, nor shall his regular schedule be manipulated or changed to accommodate extra paid details.

During the period that the Deputy Chief is designated by the Board of Selectmen as the Acting Chief of Police, the Deputy Chief shall not engage in any detail work in the Town of East Bridgewater.

The Deputy Chief shall be paid for all detail assignments excluding municipal details at a rate of \$70.00 per hour for all hours worked up to eight (8), but not less than the equivalent of four (4) hours.

Hours worked over four (4) hours but less than eight (8) hours will be paid at eight (8) hours for third-party traffic details.

For third-party non-traffic details, hours worked over four (4) hours, but less than six (6) hours, shall be paid at six (6) hours and detail hours worked over six (6) hours, but less than eight (8) hours will be paid at eight (8) hours. Any hour over eight (8) hours will be paid by the hour.

All third-party road details (not including municipal details) beyond eight (8) hours will be at time and one-half of the detail rate. All third-party road details on Saturdays will be at time and one-half. All third-party road details (not including municipal details) on Sundays and holidays will be at double time. All third-party road details (not including municipal details) between the hours of 6:00 p.m. and 6:00 a.m. will be at time and one-half. For all third-party road details, any time worked beyond fifteen (15) minutes of an hour will add an additional hour.

All municipal details will be at time and one-half of the employee's regular base rate of pay.

In the event a detail that the Deputy Chief is scheduled to work is canceled with less than one (1) hour notice, then the Deputy Chief will be paid a four (4) hour minimum at the applicable rate. In the event that the Deputy Chief arrives to a detail and is informed for the first time that the detail is cancelled, the Deputy Chief will be paid a four (4) hour minimum at the applicable rate. The parties agree that if the Deputy Chief was contacted and did not check his messages, then the Deputy Chief will not be given the four (4) hour minimum.

**5. Effective Date and Salary:** The terms of this Agreement shall be from October 01, 2023 to June 30, 2026.

**a. Salary:**

- i. Effective October 1, 2023, the annual salary for the position shall be \$150,000
- ii. Effective July 1, 2024, the annual salary for the position shall be \$155,000
- iii. Effective July 1, 2025, the annual salary for the position shall be \$160,000

**b.** The Deputy Chief shall not accrue any benefit other than that which is delineated in this contract.

**c.** For any work week that the Employee serves as Acting Chief of Police pursuant to the Board of Selectmen, the Employee shall receive an adjustment of \$200 per week, which shall be applied towards the base salary above and pensionable.

The Town agrees to provide the foregoing adjustment of an additional \$200 per week retroactively to the 17th calendar day of the Chief's absence if the Chief of Police is absent due to extended sick leave, special leave, dismissal, or any other reason for a period exceeding sixteen (16) calendar days.

6. **Health Insurance:** The Town shall provide the Deputy Chief health insurance coverage under the same terms as other Town employees. The Town shall pay the percentage of the premium, and the Deputy Chief shall pay a portion of the premium in accordance with the policy the Deputy Chief shall select from those offered by the Town under the Group Insurance Commission (GIC).

7. **Holidays, Bereavement Leave, and Personal Leave:** The Deputy Chief shall receive the following paid time off benefits:

a. **Holiday pay:** The Deputy Chief shall receive one day off with pay for the following Holidays:

Half-day New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Patriot's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve (except the day after when Christmas falls on a Thursday)
<u>Juneteenth</u>	Christmas Day
Independence Day	

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays listed above fall on a Sunday, the following Monday shall be observed as the holiday. The Deputy Chief shall receive the foregoing days off without loss of pay but shall not receive additional compensation for said holidays.

b. **Personal Leave:** The Deputy Chief shall receive three (3) personal days per year.

c. **Bereavement Leave:** In the event of the death of a spouse, child, mother, father, or brother, the Deputy Chief will be granted five (5) days of leave without loss of pay. In the event of the death of a mother-in-law, father-in-law, grandparent, or grandchild, the Deputy Chief will be granted three (3) days of leave without loss of pay. In the event of the death of an aunt, uncle, brother-in-law, sister-in-law, niece, or nephew, the Deputy Chief shall be granted one (1) day off without loss of compensation if the funeral is on the Deputy Chief's regular workday.

8. **Sick Leave:**

a. The Deputy Chief shall be granted fifteen (15) sick days per fiscal year; unused sick days may be accumulated from year to year, up to a maximum of one hundred and thirty-five (135) days.

b. The Deputy Chief shall be entitled to receive during the month of December of each year, compensation for those sick leave days accumulated in excess of one hundred and twenty (120) days, up to a maximum of fifteen (15) days per year. Compensation will be computed at seventy-five percent (75%) of the Deputy Chief's regular per diem wage during the final pay period in the fiscal year.

- c. Upon death, the Deputy Chief's estate shall be paid for all unused sick time at 100% up to one hundred and twenty (120) days.
- d. Upon retirement, the Deputy Chief shall be reimbursed for all unused sick time at 100% up to 120 days. Days in excess of one hundred and twenty (120) remain subject to the annual buyback.

**9. Vacation Leave:**

- a. The Deputy Chief shall be granted thirty (30) days paid vacation per contract year. The Deputy Chief shall be allowed to carry over into the next contract year a maximum of ten (10) accrued but unsued vacation days. In lieu of carrying over said days, the Deputy Chief may submit for reimbursement up to ten (10) days of unused vacation time at any time during the fiscal year. All other vacation leave must be used within the contract year or is forfeited at the end of said year.
- b. Upon retirement or death, the Deputy Chief or his estate, in addition to all other benefits, shall be entitled to be paid for all accrued vacation leave, said monies calculated as of the day of retirement or death.
- c. Vacation leave shall be taken at the discretion of the Chief of Police.

**10. Separation/Non-Renewal:** During the term of this Agreement, the parties agree that the Deputy Chief may not be disciplined, suspended, or removed from her position except for just cause after a hearing pursuant to G.L. c. 31, Sections 41-45.

**11. Other/Miscellaneous:**

- a. All provisions of the laws of the Commonwealth of Massachusetts relating to retirement and health insurance shall apply to the Deputy Chief as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Deputy Chief except as otherwise noted in this agreement.
- b. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws.
- c. The Deputy Chief shall receive a uniform maintenance allowance of \$1,300. He shall also receive a cleaning allowance of \$850.
- d. The Town shall reimburse the Deputy Chief for the cost of membership at a fitness facility up to \$500 per year.
- e. The Town shall provide a mobile phone and laptop to the Deputy Chief.
- f. Vehicle Use:

1. The Deputy Chief's duties require that he be on duty and available 24 hours a day, seven (7) days each week. The Town ~~may~~ shall provide, maintain, and repair a police vehicle for use by the Deputy Chief. The Deputy Chief shall also be reimbursed for his tolls and parking expenses in connection with the discharge of his duties. The vehicle may be used for personal use by the Deputy Chief since the Deputy Chief is "on-call" in the event of an emergency.
2. When required to use his personal motor vehicle for official business, the Deputy Chief shall be reimbursed therefore at the IRS standard auto mileage reimbursement rate.

g. **Indemnification:**

1. The Town shall provide indemnification and legal defense for the Deputy Chief in accordance with General Laws, 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 Deputy 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 Deputy 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. The Town, during the term of this Agreement, will maintain adequate professional liability insurance for the Employee in connection with his performance of his duties as Deputy Chief. (This provision shall survive any termination of this agreement concerning acts or omissions while serving as the Deputy Chief.)
2. If the Deputy Chief leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings, he shall be paid for each day of preparation and attendance at the trial on a per diem basis based on his salary at the time of his separation from employment. (This section shall survive the termination of this Agreement.)

**12. No Reduction in Benefits:**

The Town shall not at any time during the term of the Agreement reduce the salary, compensation, or other benefits of the Deputy Chief except to the degree such a reduction is across the board for all other employees of the Town.

**13. Notices:**

Notices pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**14. General Provisions:**

- A. The text herein shall constitute the entire Agreement between the parties.
- B. The Deputy Chief agrees that this agreement supersedes the Town's Personnel Bylaw. As such, the Deputy Chief shall not accrue any benefit other than that which is delineated in this contract.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Deputy Chief.
- D. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or part or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**15. Injury-on-Duty**

As a sworn officer, the Deputy Chief shall be eligible for injury on duty benefits as provided by Massachusetts General Laws, Chapter 41, Section 111F. At the Town's request, the Deputy Chief will attend and cooperate fully with an evaluation by a Town physician to determine eligibility for benefits under Massachusetts General Laws, Chapter 41, Section 111F or to otherwise determine fitness for duty.

IN WITNESS WHEREOF, The Town of East Bridgewater, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen, the Chief of Police and the Deputy Chief of Police has signed and executed this Agreement, both in duplicate.

  
Michael McLaughlin, Deputy Chief of Police

Date: 10/2/23

  
Carole Julius, Board of Selectmen

Date: 10-2-2023

  
David Sheedy, Board of Selectmen

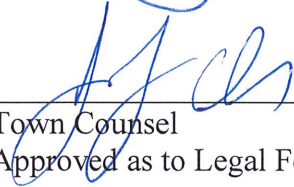
Date: 10-2-2023

  
Peter Spagone, Jr., Board of Selectmen

Date: 10-2-2023

  
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Michael Jenkins, Police Chief

10/2/2023  
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Date:

  
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Town Counsel  
Approved as to Legal Form

10/2/23  
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Date: