

EMPLOYMENT CONTRACT  
BETWEEN  
TOWN OF CHELMSFORD  
AND  
COLIN C. SPENCE, CHIEF OF POLICE

This Agreement is made and entered into on this May 22, 2023, by and between the Town of Chelmsford (“Town”), a municipal corporation, acting through its Town Manager (“Town Manager”), and Colin C. Spence (“Spence”), the Chief of Police (the “Chief”), as follows:

WHEREAS, the Town desire to employ the services of Spence as its Chief of Police; and

WHEREAS, the Town Manager has appointed Spence as the Town’s Chief of Police with an effective date of June 1, 2023, and Spence has accepted such appointment; and

WHEREAS, the Town and the Chief wish to memorialize the employment relationship of the Chief and set forth the terms and conditions of employment associated with the office of Chief of Police, pursuant to Chapter 366 of the Acts of 1993;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Term**

The term of this Contract will be a three (3) years period commencing June 1, 2023 and terminating May 30<sup>th</sup>, 2026.

**2. Compensation**

The Town will pay the Chief a total salary of \$205,000 effective June 1, 2023. This salary shall be inclusive of all forms of compensation/incentives, including base pay, educational incentive, longevity, fitness, and EMT stipend. The Chief’s total salary for the subsequent years of this agreement shall be determined on an annual basis by the Town Manager.

**3. Uniform Allowance**

The Chief will be entitled to a uniform allowance of \$900.00 per year. Uniform allowance not used by the end of each fiscal year will be forfeited.

**4. Injury on Duty Benefits**

As a police officer, the Chief will be entitled to injured on duty benefits as provided in Chapter 41, Section 111F.

**5. Insurance Benefits**

The Chief will be entitled to all health and life insurance benefits to which other Town employees are entitled.

## **6. Office Expenses**

The Chief will be reimbursed for reasonable and necessary office expenses incurred by him in the performance of his official duties as Chief of Police.

## **7. Annual Paid Time Off**

- a. The Chief shall earn 38 days or 285 hours of Paid Time Off (PTO) per year prorated on a monthly basis from the anniversary date of hire in accordance with the Personnel Rules and Regulations up to a maximum accumulation of 48 days or 360 hours. The Chief will notify the Town Manager prior to taking PTO for any period of time. The Chief will designate the Deputy Police Chief to serve as officer-in-charge ("OIC") of the Department during the absence of the Chief for any period of time when the Chief is out of Town for one or more days and will notify the Town Manager of such action. Unless the Town Manager acts otherwise, said Deputy Police Chief will be the OIC.
- b. The Chief shall be eligible to have sick leave buy-back benefits in accordance with the Town's Personnel Rules and Regulations for non-bargaining unit personnel.
- c. The normal work schedule of the Chief will be Monday through Friday, however, 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, without additional compensation.
- d. It is recognized that the Chief must devote a great deal of time outside the normal office hours to the business of the Town. In recognition of the additional hours the Chief may be required to work, the Chief may alter his schedule from said normal office hours and at such times that will least adversely impact Department operations.

## **8. Other Benefits**

The Chief will receive such other non-compensation/incentive benefits generally available to employees of the Town of Chelmsford under the Personnel Rules and Regulations.

## **9. Automobile**

The duties of the Police Chief require that the Chief have exclusive and unrestricted use of a police vehicle at all times during his employment with the Town. The Town shall provide a police vehicle, outfitted with emergency equipment at the Town's expense for use by the Chief. Said vehicle use is provided incident to the law enforcement duties of the Chief enabling the Chief to report directly to crime scenes and emergency situations. The Town shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Chief shall be permitted to use said vehicle for personal reasons, and during off-duty hours, since the Chief is "on call" in the event of an emergency.

## **10. Duties**

a. The Chief will be the administrative and operational head of the Police Department. The Chief will be the commanding officer of all police personnel, irrespective of rank or status. He will have direct charge of all administrative and operational aspects of the law enforcement activities of the Town, including the assignment of Police Officer to their respective duties, but is subject to the direct authority of the Town Manager.

b. He will be deemed to be on call twenty- four (24) hours a day, except during absences when the Chief designates and officer-in- charge as provided in Section 7A.

During normal business hours, he will devote his full time and attention to his office of Police Chief.

c. He will perform his duties in a professional and competent manner and will ensure that the Department also does so.

## **11. Indemnification**

a. To the extent authorized by law, the Town shall defend, save harmless and indemnify the Police Chief against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Police Chief.

b. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgement rendered thereon without recourse to the Police Chief.

c. The Town shall reimburse the Police Chief for any attorneys' fees and costs incurred by the Police Chief in connection with claims or suits involving the Police chief in his professional capacity.

d. This Paragraph shall survive any termination of this Agreement.

## **12. Professional Development**

a. The Town recognizes its obligation for the professional development of the Chief. The Chief will be given opportunities to develop his skills and abilities as a law enforcement administrator and Police Officer. Accordingly, the Chief will be allowed to attend the New England Chiefs of Police Conference, the Massachusetts Chiefs of Police Association, and the International Association of Chiefs of Police Conference annually without loss of vacation or other leave, The Town will pay for reasonable travel and lodging expenses incurred by the Chief in attending the above mentioned conferences, subject to appropriation. The town will pay for travel and subsistence expenses for attendance by the Chief at any course, institute, seminar, or meeting which the Chief is required by the Town to attend, subject to the availability of funds.

b. The Town will pay for the annual dues of the Massachusetts Police Chief's Association, the New England Association of Chiefs of Police, the International Association of Chiefs of Police, and the applicable regional police chiefs association on behalf of the Chief, subject to the availability of funds.

### **13. Discipline or Discharge**

a. It is agreed that the Chief can be disciplined or discharged only for just cause, upon proper notice and only after a hearing conducted by the Town Manager and consistent with the terms included in this section.

1. 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.
2. The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Chief at least ten (10) business days prior to the date of the hearing and must set forth the following: (i) the date, time, and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged and the evidence in support thereof in such specificity so that the Chief may understand and prepare his defense; and (iv) the range of discipline considered.
3. The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the Chief of Police;
4. During the hearing, the Chief of Police shall have the right to be represented by a representative of his choosing, to question, confront, and cross-examine witnesses, to introduce evidence, and to conduct oral arguments.
5. In its decision, the Town Manager shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented.
6. The Chief of Police shall be provided with a written notice of the findings and decision of the Town Manager and such notice shall include the relevant facts and reasons for their findings.
7. The principles 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 or arbitrators consisting of three (3) persons. The three persons shall be chosen as follows: one by the town Manager, one by the Chief, and one by the two so chosen. A majority of the three (3) member committee shall be sufficient to uphold a discipline or discharge decision. The decision of the arbitrators shall be final and binding on both parties. The cost of the Arbitration Committee shall be shared equally by the Town and the Chief.

c. If the committee of arbitrators reverses a suspension or discharge and order that the Chief be reinstated to duty, the Chief shall be entitled to back pay, benefits and counsel fees, unless otherwise provided by the Arbitrators.

d. The Town Manager retains the right to suspend the Chief with pay if he deems that the circumstances warrant a suspension. Administrative leave with pay shall not be considered discipline and therefore not be subject to the provisions of this Section.

#### **14. Death During Term of Employment**

If the Chief dies during the term of his 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, PTO and sick leave.

#### **15. Resignation and Renewal**

a. Voluntary Resignation. 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 unused PTO to the extent provided in Section 7 of this Contract at the then current Chief's compensation rate.

b. Renewal: Six months prior to the termination date of this Contract, the Chief may request notice from the Town Manager as to whether his appointment as Chief will be renewed by the Town of Chelmsford. Should the Town decide not to renew this Contract, the Chief's employment with the Town shall terminate upon the natural expiration of the Contract. A decision by the Town not to renew this Contract shall not be considered discipline, and shall not be subject to the provisions of Section 13.

#### **16. General Provisions**

a. This writing constitutes the complete agreement of the parties as of the date of execution, and any supplemental or additional agreement or amendment to this Contract will be effective only if in writing and signed by the Town Manager and the Chief.

b. The financial provisions and/or cost items of this Contract are subject to annual appropriation by Town Meeting and sufficiency of funds.

c. This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

d. If any provision, or any portion thereof, contained in the Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or a portion thereof, will be deemed severable, will not be affected and will remain in full force and effect.

e. For the purposes of the Fair Labor Standards act, the Chief will be an exempt executive employee of the Town.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date above first written.

THE TOWN OF CHELMSFORD

By: 

Paul E. Cohen  
Town Manager



Colin C. Spence  
Chief of Police

Date: 5-22-23

Date: 5/22/23