

**TOWN OF PITTSFIELD AND JOSEPH M. COLLINS  
EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (Agreement) is made and entered into on the 4<sup>th</sup> day of September, 2018, between the **Town of Pittsfield** (Town or Employer) and **Joseph M. Collins** (Chief of Police or Employee), collectively referred to as the Parties.

The Parties agree as follows:

**1. EMPLOYMENT**

The Town hereby agrees to employ the Employee and the Employee agrees to accept employment as the Chief of Police for a three-year term commencing September 4, 2018 through September 4, 2021. This appointment is being made under the terms and conditions of this Agreement and the laws of the State of New Hampshire.

The Parties agree that this is a part-time, salaried, year-round position and the Employee agrees to devote all of his professional efforts to the successful fulfillment of his Duties as the Chief of Police for the Town as described in this Agreement.

**2. OBLIGATION OF THE CHIEF OF POLICE**

The Employee agrees to faithfully and impartially discharge and perform the duties incumbent on him as the Chief of Police, in accordance with the state and federal Constitutions, the laws of the State of New Hampshire, the laws of the United States of America, the written policies adopted by the Town, and to perform such other and further duties as may be required from time to time by the Board of Selectmen.

**3. DUTIES**

The Chief of Police agrees to perform the functions and duties specified in the Chief of Police job description developed by the Board of Selectmen and as allowed under New Hampshire law (see Addendum A). The Parties acknowledge and agree that the job description may be amended from time to time at the discretion of the Board of Selectmen.

The Parties further agree that the Employee shall be the chief administrative officer of the Pittsfield Police Department, and shall, consistent with any rules and policies that have been or may be adopted by the Board of Selectmen, exercise the powers and duties incumbent upon said office pursuant to RSA 105:2-a and other applicable laws of the State of New Hampshire, and shall perform such other legally permissible and proper duties, and reasonable functions as the Board of Selectmen may assign.

General duties will include, but not be limited to:

- A. Acting as administrator for the Police Department;
- B. Supervising Police Department personnel;
- C. Overseeing Police Department property;
- D. Strategic planning for use of Police Department resources;
- E. Ensuring that services provided and development plans are of the highest quality;

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- F. Developing and directing the implementation of goals, objectives, policies, procedures and work standards for the Police Department;
- G. Preparing and administering the Police Department budget;
- H. Overseeing Town police functions including community-oriented policing, patrol, crime prevention, investigation, traffic enforcement, school services, dispatch and records;
- I. Working closely with the Town Administrator, the Board of Selectmen, the Town's departments, a variety of public and private organizations, and citizen groups to develop programs and implement projects to maximize police services;
- J. Monitoring changes in the law, court decisions, regulations, and technology that may affect department operations;
- K. Implementing policy, procedural, and operational changes as required;
- L. To perform additional essential duties as described in Addendum A attached hereto and incorporated herein by this reference.

**4. HOURS AND WORK SCHEDULE**

The Parties agree and acknowledge that Employee is expected to devote thirty-two hours each week to fulfilling his obligations hereunder. Employee agrees not to exceed thirty-two hours per week without the express permission of the Board of Selectmen. This position is exempt from the overtime provisions of the Fair Labor Standards Act.

The Employee and the Town shall establish the Employee's work schedule, although Employee may make temporary adjustments in his work schedule in order to meet the Town's needs. Permanent changes to the work schedule shall require the approval of the Board of Selectmen.

The Town and the Employee recognize the importance of managing a public safety agency. Therefore, the Town understands and agrees that the Employee's work responsibilities and schedule may include work on some evenings and weekends, in addition to work during weekdays. It is further understood that the Employee shall be required to be available to attend meetings, hearings, or conferences, as directed by the Board of Selectmen. The Employee further agrees to attend meetings and other functions or events associated with his position.

**5. OUTSIDE EMPLOYMENT**

For the duration of this Agreement the Employee agrees not to accept other employment that would interfere with the Employee's duties as Chief of Police. No outside employment, including, but not limited to, paid details for other law enforcement agencies, may be accepted unless and until said outside employment is approved in writing by the Board of Selectmen.

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**6. TERMINATION**

Employee's employment shall automatically terminate upon the expiration of this Agreement, as set forth in Section 15 below.

The Parties further acknowledge and agree that, during the Term of this Agreement, the Board of Selectmen may terminate this Agreement and the Chief of Police's Employment with the Town "For Cause" after providing notice as required by RSA 105:2-a.

For purposes of this Agreement, "For Cause" shall mean:

Employee's failure to comply with any term or condition of this Agreement, the laws, rules and regulations of the State of New Hampshire, or the rules, regulations and policies of the Town as established by its Board of Selectmen;

Employee's malfeasance, misfeasance, or insubordination in carrying out the responsibilities of the position as directed by the BOS; or

Employee's death or disability.

As used herein, "Disability" means:

- (i) Employee has been declared legally incompetent by a final court decree (the date of such decree being deemed to be the date on which the Disability occurred);
- (ii) Employee receives disability insurance benefits from any disability income insurance policy maintained by Employer for a period of four consecutive months; or
- (iii) Employee is unable to perform, due to physical or mental restrictions (and even with reasonable accommodations), the normal duties and responsibilities of Position for a period of ninety (90) days in any period of twelve (12) consecutive months.

Employee expressly agrees that the definition set forth above of "For Cause" shall be applicable and binding in any proceeding pursuant to RSA 105:2-a.

The Employee may terminate this Agreement and his Employment with the Town by providing the Town with a minimum of thirty (30) days advance written notice. The Board of Selectmen may, within its sole discretion, waive any or all of the notice requirement. If the Board of Selectmen waives any portion of the notice requirement, Employee shall be compensated as if he worked the entire notice period. In all circumstances, the Board of Selectmen may determine Employee's last day of employment.

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**7. SALARY**

Employee will be paid a base salary of \$75,000 for the work performed during the Term of this Agreement, payable in installments in accordance with the Town's regular payroll practices.

**8. EMPLOYEE BENEFITS**

The following items A through D are hereby identified as benefits for the purposes of this Agreement.

**A. Holidays**

In lieu of the Town's 10 official paid holidays, 10 floating holidays shall be granted per budget year with pay, meaning it is part of the Employee's base pay for the pay period the floating holiday is utilized.

Any unused floating holidays will not be carried from budget year to budget year.

Upon severance of employment with the employer, the employee shall not be paid for any unused floating holidays.

**B. Leave**

The Chief of Police, as a part-time salaried position, shall accrue leave time at the rate of 64 hours per budget year.

Leave time may be used for the following purposes:

1. Vacation
2. Sick
3. Personal
4. Bereavement
5. Family Medical Leave
6. Injury/Disability (on and off the job)

Leave time will be utilized to supplement the Workers Compensation Insurance Benefit as prescribed by State law. It is the intention that employee will use leave time to supplement benefits in order to receive 100% of the pre-injury weekly compensation.

Leave time may not be carried from budget year to budget year.

**C. Health Insurance Stipend**

Employee will be paid a stipend of \$18,700 per year, during the Term of this Agreement, payable in installments in accordance with the Town's regular payroll practices.

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**D. Retirement**

Employee acknowledges that he is a retiree of NHRS and does not work for any other employer who contributes on their behalf to NHRS. Employee agrees to notify the Town if there are any changes to their status with NHRS.

**9. CHIEF OF POLICE EXPENSES**

The Town shall compensate the Chief of Police for reasonable business-related expenses incurred in the performance of his duties, upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavits. The Chief of Police shall be limited to the budgeted amount. Any proposed expenditures which exceed the budgeted amount must be approved by prior written consent of the Board of Selectmen.

**10. PERFORMANCE EVALUATION**

Employee, in carrying out their responsibilities, shall demonstrate the following:

- A. Ability to cooperate with the governing body, community citizens and leaders, peer organizations and neighboring towns, districts, and the County;
- B. Ability to effectively communicate;
- C. Ability to effectively lead employees and volunteers;
- D. Good work habits as an example to employees;
- E. Full and efficient utilization of all facilities and services;
- F. Annually, the Parties shall jointly define such goals and performance objectives that they determine necessary for the administration of the Town, the proper operation of the Town departments, and in the attainment of the Town's policy objectives. The Town shall establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time limitations as specified.

The Town shall do a performance review based upon the above criteria and overall performance of job duties. The Town shall provide the Employee with a summary written statement of the findings of the evaluation and provide an adequate opportunity for the Employee to discuss the evaluation with the Town.

**11. OTHER TERMS AND CONDITIONS**

During Employee's employment, the Board of Selectmen retains the sole discretion to modify Employee's terms and conditions of employment, provided such modifications are not inconsistent with, or in conflict with, the express provisions of this Agreement or any applicable law.

The Town's personnel policies and procedures will prevail in all matters, except where contradicted by a specific provision in this Agreement.

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**12. MODIFICATIONS**

This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter hereof. Except for modifications made by the Board of Selectmen pursuant to its rights under this Agreement, no amendments, revisions, modifications, or changes whatsoever to this Agreement shall be binding and valid unless in writing and signed by the Parties hereto.

**13. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

**14. SEVERABILITY**


If any provision of this Agreement, or the application of any provision to any person or any circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to persons or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.


**15. TERM OF AGREEMENT**

This Agreement shall be in full force and effect for the period beginning September 4, 2018 through September 4, 2021. The authority of the Chief of Police ceases on the last day of the Term stated herein, regardless of whether a successor has been designated. The Board of Selectmen may, at its sole discretion, and by majority vote, extend the authority of the Chief of Police by renewing this Agreement on a monthly basis after the expiration of the Term. The Board of Selectmen shall notify the Chief of Police not less than 7 days prior to expiration of the original Term, or any subsequent extension period, as to whether or not it intends to renew the Agreement for an additional month.


Dated this 4<sup>th</sup> day of September, 2018.

**THE TOWN OF PITTSFIELD:**

  
James C. Allard

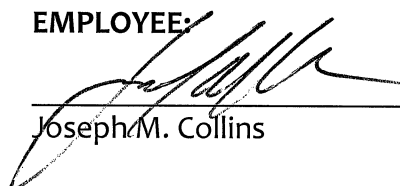
  
Gerard A. LeDuc

  
James H. Adams

  
Carl E. Anderson

  
Carole A. Richardson

**EMPLOYEE:**

  
Joseph M. Collins

09-04-18  
Date

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**ADDENDUM A  
CHIEF OF POLICE JOB DESCRIPTION**

The Chief of Police is the chief administrative officer of the department. He exercises all lawful power 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 coming within its legal jurisdiction. The Chief of Police is responsible for planning, directing, coordination, controlling, and staffing all activities of the department. He is also responsible 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 proper authority and for the department's relations with local citizens, the local government, and other related agencies.

The Chief is responsible for training all of the members of the department. The Chief shall have general charge of the station house and all property of the Police Department.

**A. SUPERVISION RECEIVED**

The Chief of Police reports directly to the Board of Selectmen. This reporting may often be done through the Town Administrator. The Chief of Police acts independently and is called upon to make frequent decisions without close supervision.

**B. SUPERVISION EXERCISED**

Responsible for the day to day operations and administrative affairs of the Police Department, including the supervision of all uniformed and non-uniformed personnel.

**C. GENERAL DUTIES AND RESPONSIBILITIES**

1. Ensure compliance with all laws which the department or its officers have the authority to enforce.
2. Organize, direct, and control all resources of the department to preserve the peace, protect persons and property, and enforce the law.
3. Develop a professional organizational structure for the department.
4. Establish a routine of daily duties to be performed by officers. Designate an officer to serve as Commanding Officer in his absence.
5. Assign, detail, or promote 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. Said action to be approved by the Board of Selectman.

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6. Institute an adequate and program of training for members and employees of the department.
7. Ensure that all members have available to them copies of the department's Police Manual.
8. Promulgate all general and special orders of the department and issue on his own authority orders, written and oral, not inconsistent with his powers, duties and responsibilities.
9. Plan and execute police programs designed to prevent and repress crime, to apprehend and prosecute offenders and to recover property. Modify these programs to meet current trends.
10. Provide for investigation into all cases of alleged or apparent misconduct by departmental personnel.
11. Enlist the suggestions of members and employees of the department to ensure maximum relevance and acceptance of all departmental regulations.
12. Keep himself informed as to the affairs of the department, ensuring that the duties and responsibilities of members and employees are being properly discharged.
13. Be responsible for the necessary delegation of authority to those under his command, commensurate with their duties and responsibilities.
14. Exercise general supervision and inspection of all licensed public places within the community.
15. Develop or adopt new techniques to improve effectiveness in the discharge of police obligations of the department.
16. Adopt a policy covering the safekeeping of all evidence and any property recovered, found or confiscated. Designate a member of the department as Evidence Officer.
17. Be responsible for the preparation and justification of the annual departmental budget and for the control of all department expenditures.
18. Maintain a personnel record system, in which shall be kept all pertinent information of all department members.
19. Performs other related duties as required.

**D. KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED**

The Chief of Police must have a thorough knowledge of criminal justice, police administration, department operations, and be able to blend the attributes of a "working chief" with that of a departmental supervisor. Having progressive management skills, along with excellent written and verbal communication, is a necessity. Also, financial management, organizational and scheduling abilities, and the ability to lead and motivate people is imperative. Must have a good working knowledge of New Hampshire criminal, traffic, and other relevant statutes, as well as local ordinances and regulations, including the department's two collective bargaining agreements. Being able to incorporate community policing into the routine operations will be instrumental in the department's success, to foster strong community ties and support.



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**E. MINIMUM QUALIFICATIONS REQUIRED**

Requirements include ten years of full time law enforcement experience with five years of supervisor experience, certification as a full time police officer from the New Hampshire Police Standards & Training Council, or able to obtain certification within one year, and a BA/BS in criminal justice or related field. Must have a valid and current NH Driver's License and an exemplary driving record.