



Board of Selectmen

Meeting Agenda

The Provincetown Board of Selectmen will hold a public meeting on **Thursday, September 12, 2013 at 7:30 pm** in the Judge Welsh Hearing Room, Town Hall, 260 Commercial Street, Provincetown, MA 02657

1. Public Statements
2. Discussion of potential action to be taken with respect to Police Chief Jeff Jaran under Provincetown Town Charter Section 10-4-2.
3. Other - Other matters that may legally come before the board not known at the time of posting. Votes may be taken.



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
September 12, 2013

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PUBLIC STATEMENTS

Requested by: Board of Selectmen

Action Sought: Open

Proposed Motion(s)

Five minutes maximum. Selectmen do not respond during Public Statements.

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>



Provincetown Board of Selectmen
AGENDA ACTION REQUEST
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DISCUSSION OF POTENTIAL ACTION TO BE
TAKEN WITH RESPECT TO POLICE CHIEF JEFF
JARAN UNDER PROVINCETOWN TOWN
CHARTER SECTION 10-4-2

Requested by: Board of Selectmen

Action Sought: Approval

Proposed Motion(s)

Discussion dependent.

Additional Information

Board Action

<i>Motion</i>	<i>Second</i>	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Disposition</i>

Section 4: Non-Union Paid Town Employees

10-4-1 The town manager may suspend or discharge any non-union paid town employee as provided herein, except as provided by the state civil service laws, tenure provisions, and this charter.

10-4-2 The town manager may suspend with pay any non-union paid town employee for up to fifteen days for good cause or if the town manager deems the suspension to be necessary to protect the interests of the town. The town manager may, after a hearing, suspend without pay any non-union paid town employee for good cause. (a) Within fourteen days of the conclusion of the period of suspension, an employee who has been suspended may request a hearing before the personnel board, which hearing shall take place within forty days of the request. (b) The employee may be represented by counsel at the hearing, and shall be entitled to present evidence, to call witnesses, and to question any witness appearing at the hearing. (c) Within ten days after the public hearing is adjourned the personnel board shall render its opinion as to whether the suspension was justified, and in the case of a suspension without pay may, by at least a two-thirds vote, restore any or all lost pay.

Employment Contract

WHEREAS, Chapter 133 of the Acts of 1993, *An act exempting the Provincetown Chief of Police from the provisions of civil service*, authorizes the Town Manager with the approval of the Board of Selectmen of the Town of Provincetown, Massachusetts (“the Town”) to appoint a Chief of Police under a contract for a term of years not to exceed five years and subject to all other provisions of MGL Chapter 41, section 97A; and

WHEREAS, the Board of Selectmen of the Town of Provincetown voted on January 10, 2011 to authorize the Town Manager to enter into negotiations with Chief Jeff D. Jaran of the Provincetown Police Department pursuant to Sections 7-2-5(f) and 8-2-2 of the Charter of the Town of Provincetown as revised by the voters on April 17, 1990; and

WHEREAS, Jeff D. Jaran desires to accept appointment as Chief of Police upon the terms and conditions set forth herein; and

WHEREAS, the Personnel Rules of the Town of Provincetown adopted pursuant to Section 6-11-2 of the Provincetown Charter defines a “contract employee” as “an employee whose conditions of employment are governed by written contract other than the collective bargaining agreement between the town and union employees;”

WHEREAS, the parties desire to enter into an agreement pursuant to MGL Chapter 41, section 1080 to provide for the terms, conditions, and benefits of Jaran’s employment by the Town;

NOW, THEREFORE, the Town Manager of the Town of Provincetown and Jeff D. Jaran hereby agree as follows:

1. **Appointment and Duties.**

The Town Manager with the approval of the Board of Selectmen of the Town of Provincetown (“the Town”) hereby appoints Jeff D. Jaran as Chief of Police of the Provincetown Police Department to perform the duties of said position in accordance with Chapter 8 of the Provincetown Charter, Chapter 41, section 97A of the General Laws, any other applicable statutory requirements and/or requirements contained in the bylaws of the Town of Provincetown, and the job description contained in “Appendix A” which is attached hereto and made a part hereof.

2. **Hours of Work.**

Jaran agrees to devote that amount of time and energy which is reasonably necessary for him to faithfully perform the duties of Chief of Police under this Contract. It is recognized that Jaran must devote a great deal of time outside the normal office hours to the business of Provincetown, and to that end, Jaran shall be permitted to take time off as he shall deem appropriate during said normal office hours with the approval of the Town Manager at such time Jaran reasonably determines will adversely impact the Department operations the least. The parties agree that Jaran shall regularly work a minimum of forty (40) hours per

week, including required attendance at any evening meetings of the Board of Selectmen. The parties acknowledge that Jaran is an exempt employee under the Fair Labor Standards Act (FLSA) and is not entitled to overtime pay under the FLSA.

3. **Term of Agreement and Conditions of Employment.** Jaran shall be considered a “contract employee” as defined in the Provincetown Personnel Rules. Notwithstanding, Jaran’s conditions of employment shall be as set forth in said Personnel Rules, except as specifically modified by this agreement. The term of this agreement shall be for a five year period commencing on May 19, 2011 and ending on May 18, 2016. Termination during the term of this agreement or an extension thereto shall in accordance with Section 10-4-3 of said Charter. In the event Jaran intends to resign voluntarily before the natural expiration of any term of employment, then Jaran shall give the Town Manager sixty (60) days notice in advance, unless the parties agree otherwise in writing. Provided such notice is given, Jaran will be entitled to receive pay for any accrued but unused leave. The Town agrees to notify Jaran at least six (6) months prior the expiration of this contract or any extension thereof of its intent not to renew the contract. Failure to notify within the time stated will result in an automatic renewal of the contract for an additional twelve (12) months.

4. **Discipline or Discharge.**
 - A. It is agreed that the Chief of Police can be disciplined or discharged only for just cause, upon proper notice and only after a hearing at which the Chief of Police shall have the right to be represented by counsel. The Chief of Police 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 principle of progressive discipline will apply and the Town of Provincetown recognizes its obligation to provide the Chief with periodic performance evaluations.
 - B. The Chief of Police may appeal any discipline or discharge to a committee of arbitrators consisting of three (3) persons. The three persons shall be chosen as follows: one by the Town of Provincetown, one by the Chief of Police, and one by the two so chosen. A majority of the three (3) member committee shall be sufficient to uphold a discharge or to reverse the discharge decision.
 - C. The Chief of Police may appeal any discipline or discharge upheld by the committee of arbitrators to the municipal court of the City of Boston, to the district court wherein the Chief of Police 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 of Police if he or she alleges he or she has been improperly suspended or discharged.
 - D. In the event of the suspension or discharge of the Chief of Police, if the committee of arbitrators or a court shall reverse or modify a

suspension or discharge the Chief of Police shall be entitled to back pay, benefits and counsel fees.

5. **Compensation.** The Town agrees to pay Jaran a salary of one hundred twenty one thousand seven hundred and fifty dollars (\$121,750) through May 18, 2012, payable in bi-weekly installments. Beginning May 19, 2012 the Town agrees to pay Jaran one hundred twenty four thousand seven hundred and ninety four dollars (\$124,794) through May 18, 2013, payable in bi-weekly installments. Future salary adjustments through the effective date of this contract shall be made each May 19, to coincide with Jaran's anniversary date, by adding either the equivalent of the salary increase as negotiated by the Police Union of the Town of Provincetown for each succeeding year through May 18, 2016, or two and one half percent (2 ½%), whichever is greater, provided Jaran's performance evaluation meets the requirements of the position. All compensation is subject to annual appropriation.
6. **Residency Requirement.** In accordance with Section 8-1-1 of the Provincetown Charter, Jaran shall become a resident of the Town of Provincetown and remain a resident thereof during the term of this contract.
7. **Vacation, Holidays and Sick Leave.** Use of vacation, holidays and sick leave shall be as set forth by the Personnel Rules. The Town agrees to credit Jaran's account with twenty-five (25) vacation days on January 1, 2012 and each January 1 thereafter through the effective date of this contract. The Town agrees to the following twelve (12) Federal and State holidays to be credited to Jaran each year:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Since Jaran is expected to remain available for contact and direction to staff as needed during these days he will be granted an additional one day pay for each of the above listed holidays. Since Jaran is expected to work on the annual celebration each year of "Carnival", he will be granted one day pay for this event.

The Town agrees to credit Jaran's account with fifteen (15) sick leave days effective January 1, 2012 and each January 1 thereafter through the effective date of this contract. Notwithstanding, upon Jaran's retirement or death, he or his estate will be paid a sum equal in value to 25% of his accumulated sick leave.

8. **Police Benefits.** Jaran shall be entitled to all injured-on-duty benefits under MGL Chapter 41, Section 111F; to indemnification coverage pursuant to MGL Chapter 258, Section 13; and retirement benefits under MGL Chapter 32, to which other full-time police officers of the Provincetown Police Department are entitled.
9. **Uniform Allowance.** The Town agrees to supply uniforms and dry cleaning of uniforms, including equipment, for the Chief of Police. The Town also agrees to pay Jaran a uniform allowance in the amount of \$1700.00 per year. Jaran will determine uniform specifications in his role as Chief of Police.
10. **Group Insurance.** The Town agrees to pay eighty percent (80%) of Jaran's group health and life insurance premiums, as is done for other Town employees. The Town agrees to contribute eight dollars (\$8.00) to match Jaran's eight dollar (\$8.00) contribution, per week, to the New England PBA Health & Welfare Trust Fund, which will provide additional dental and vision benefits as is done for other Provincetown Police Department officers. Should the percentage paid by the Town for group health and life insurance premiums for all other Town employees change, either by increase or decrease, Jaran will be subject to the same percentage increase or decrease.
11. **Professional Development.** Subject to appropriation, the Town agrees to pay for such professional associations, meetings, training, and job-related conferences, for Jaran, as the budget will allow. This specification permits full participation in national, regional, state and local associations and organizations necessary and desirable for Jaran's continued professional growth and advancement, and for the good of the Town of Provincetown, including but not limited to the International Association of Chief's of Police Association, the Massachusetts Chiefs of Police Association, the FBI National Academy Associates and the New England Police Chiefs Association. Attendance in all cases will require approval of the Town Manager.
12. **Use of Town Vehicle.** The Town agrees to provide Jaran with the use of a Town-owned vehicle and to pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by Jaran in connection with the performance of his duties as Chief of Police including his attendance at meetings, conferences, training and related events. Use of the vehicle shall recognize that the Chief of Police is "on call" at all times.
13. **No Reduction of Benefits.** The Town agrees that it shall not at any time during the term of this Contract reduce the salary, compensation or other

benefits accorded Jaran, except to the extent that such reduction is evenly applied across-the-board for all employees of Provincetown.

14. **Modification.** No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.
15. **Laws Governing.** This contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.
16. **Severability of Conditions.** If any clause or provision of this Contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby.

AGREED this _____ day of February, 2011.

By TOWN MANAGER
Sharon Lynn

By CHIEF OF POLICE
Jeff D. Jaran



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OTHER

Requested by: Board of Selectmen

Action Sought: Open

Proposed Motion(s)

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Additional Information

Board Action

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