



GLOUCESTER CITY COUNCIL  
**Ordinances & Administration Committee**  
Monday, December 8, 2014 – 6:00 p.m.  
**1<sup>st</sup> Fl. Council Committee Room – City Hall**  
**AGENDA**

(Items May be taken out of order at the discretion of the Committee)

1. *CC2014-044 (McGeary) Amend GCO Chapter 22, Sec. 22-270 “Prohibited parking at all times” re: Mt. Pleasant Avenue (Cont’d from 11/10/14)*
2. *CC2014-045 (McGeary/Cox/Lundberg/Fonvielle/Theken) Amend GCO Chapter 2, Article V. By adding a new subsection re: The Linzee Coolidge Philanthropy Award Committee (Cont’d from 11/10/14)*
3. *Memorandum from the Administration re: Fire Chief & Police Chief contracts:*
  - *Copy of negotiated contract between the City of Gloucester & Fire Chief for the period of July 1, 2015 through June 30, 2020*
  - *Copy of negotiated contract between the City of Gloucester & Police Chief for the period of July 1, 2015 through June 30, 2018*
4. *CC2014-048 (Fonvielle) Amend GCO Chapter 22, Sec. 22-269 “Stop intersections” re: Flume Road at the intersection with Fuller St.*
5. *CC2014-049 (Fonvielle) Amend GCO Chapter 22, Sec. 22-269 “Stop intersections” re: Crafts Road at the intersection with Ye Old County Road*

COMMITTEE  
**Councilor Robert Whynott, Chair**  
**Councilor Sefatia Theken, Vice Chair**  
**Councilor Robert Stewart**

Back-up and Supporting Documentation all on file at the City Clerk’s Office, City Hall

CC: Mayor Carolyn Kirk  
Salvatore DiStefano, Sr.  
Linda T. Lowe  
Suzanne Egan  
Robert Ryan/Larry Ingersoll  
Sally Polzin

The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

**CITY OF GLOUCESTER  
TRAFFIC COMMISSION**

**A meeting was held on Thursday November 20th, 2014 at 6:00 p.m.  
in the third floor Conference Room  
at Gloucester City Hall**

**The meeting was opened by Chairman Robert Ryan at 6:00 p.m. Also attending were members Larry Ingersoll, Michael Mulcahey , Robert Francis and City Councilor William Fonvielle.**

***AGENDA***

Approval of minutes from our 10/16/14 meeting

*A MOTION was made, seconded and PASSED to approve the minutes as written.*

Handicap Parking request:

7 Taylor Street

*Although the requestor was not present (possibly due to late communication) enough evidence was presented to have a discussion. After the discussion, a MOTION was made, seconded and PASSED to **APPROVE** the request. There are no other handicapped parking spaces in the area and the requestor is a tenant in a multi-family dwelling. The space can be directly in front of the address.*

**ORDER #CC2014-044** (Councilor McGeary) **ORDERED** that the Gloucester Code of Ordinances Sec. 22-270 (Parking Prohibited at all Times) be **AMENDED** by **DELETING:**

Mt. Pleasant Avenue, southerly side, beginning at a point 131' from its intersection with Gerring Road for a distance of 151' in a westerly direction, and on the northerly side, beginning at a point 65' from its intersection with Marble Street, for a distance of 158' in a westerly direction.

and **ADDING:**

Mt Pleasant Avenue, southerly side, beginning at a point 141' from its intersection with Gerring Road for a distance of 151' in a westerly direction, and on the northerly side, beginning at a point 140' from its intersection with Marble Street for a distance of 220' in a westerly direction.

**FURTHER ORDERED** that Sec. 22-291 (Tow-Away Zones) be **AMENDED** by **DELETING:**

Mt. Pleasant Avenue, southerly side, beginning at a point 131' from its intersection with Gerring Road for a distance of 151' in a westerly direction, and on the northerly side, beginning at a point 65' from its intersection with Marble Street, for a distance of 158' in a westerly direction.

**and ADDING:**

Mt Pleasant Avenue, southerly side, beginning at a point 141' from its intersection with Gerring Road for a distance of 151' in a westerly direction, and on the northerly side, beginning at a point 140' from its intersection with Marble Street for a distance of 220' in a westerly direction.

*This ordinance change clears up some wording concerning parking in this area. After a discussion a MOTION was made, seconded and PASSED to APPROVE the order as written.*

**ORDER #CC2014-048** (Councilor Fonvielle) **ORDERED** that the Gloucester Code of Ordinances Chapter 22 "Traffic" Sec.22-269 "Stop intersections" be **AMENDED** by **ADDING:** Flume Road at its intersection with Fuller Street.

*After a discussion and speaking with Councilor Fonvielle, a MOTION was made, seconded and PASSED to APPROVE the order as written.*

**ORDER #CC2014-049** (Councilor Fonvielle) **ORDERED** that the Gloucester Code of Ordinances Chapter 22 "Traffic" Sec.22-269 "Stop intersections" be **AMENDED** by **ADDING:** Crafts Road for motor vehicles heading in a northerly direction at its intersection with Ye Old County Road.

*After a discussion and speaking with Councilor Fonvielle, a MOTION was made, seconded and PASSED to APPROVE the order as written.*

*A anonymous communication was received by the City Clerk concerning a parking issue at the intersection of Wheeler Street and Riverside Road. TC Chairman Robert Ryan spoke with Councilor Stewart and suggested that the DPW install signs at that intersection that enforce the 'No Parking Here to Corner' ordinance that is already in place, and to have the police department step up enforcement. If this does not solve the issue the TC will get together with the councilor further to look into other ways of solving the issue.*

***The meeting was adjourned at 6:15 p.m.***

**ROBERT B. RYAN, Chairman**

**LARRY INGERSOLL, Secretary**



**CITY OF GLOUCESTER 2014  
CITY COUNCIL ORDER**

**ORDER: CC#2014-044**  
**COUNCILLOR: Paul McGeary**

**DATE RECEIVED BY COUNCIL: 10/28/14**  
**REFERRED TO: O&A & TC**  
**FOR COUNCIL VOTE:**

**ORDERED** that the Gloucester Code of Ordinances Sec. 22-270 (Parking Prohibited at all Times) be **AMENDED** by **DELETING**:

Mt. Pleasant Avenue, southerly side, beginning at a point 131' from its intersection with Gerring Road for a distance of 151' in a westerly direction, and on the northerly side, beginning at a point 65' from its intersection with Marble Street, for a distance of 158' in a westerly direction.

and **ADDING**:

Mt Pleasant Avenue, southerly side, beginning at a point 141' from its intersection with Gerring Road for a distance of 151' in a westerly direction, and on the northerly side, beginning at a point 140' from its intersection with Marble Street for a distance of 220' in a westerly direction.

**FURTHER ORDERED** that Sec. 22-291 (Tow-Away Zones) be **AMENDED** by **DELETING**:  
Mt. Pleasant Avenue, southerly side, beginning at a point 131' from its intersection with Gerring Road for a distance of 151' in a westerly direction, and on the northerly side, beginning at a point 65' from its intersection with Marble Street, for a distance of 158' in a westerly direction.

and **ADDING**:

Mt Pleasant Avenue, southerly side, beginning at a point 141' from its intersection with Gerring Road for a distance of 151' in a westerly direction, and on the northerly side, beginning at a point 140' from its intersection with Marble Street for a distance of 220' in a westerly direction.

Paul McGeary  
Ward 1 Councillor



## CITY OF GLOUCESTER 2014 CITY COUNCIL ORDER

**ORDER:** CC#2014-045  
**COUNCILLOR:** Paul McGeary, Melissa Cox,  
Paul Lundberg, William Fonvielle, Sefatia R. Theken

**DATE RECEIVED BY COUNCIL:** 10/28/14  
**REFERRED TO:** O&A  
**FOR COUNCIL VOTE:**

**ORDERED** that the Gloucester Code of Ordinances Chapter 2 "Administration" Article V. "Boards, Commissions, Councils and Committee" be **AMENDED** by **ADDING** a new subsection as follows:

### Chapter 2 ADMINISTRATION

#### Article V. BOARDS, COMMISSIONS, COUNCILS AND COMMITTEES DIVISION 6B. THE LINZEE COOLIDGE PHILANTHROPY AWARD COMMITTEE

##### **Sec. 2-477. Purpose**

The Linzee Coolidge Philanthropy Award is hereby created in honor and recognition of the contributions made by Linzee Coolidge through the Dusky Foundation to organizations which benefit the citizens of Gloucester. The Linzee Coolidge Philanthropy Award is created to foster philanthropy in Gloucester and to encourage others to model their philanthropic giving on Linzee Coolidge's generosity and commitment to the civil community of Gloucester.

##### **Sec. 2-478. Criteria**

The Linzee Coolidge Philanthropy Award is the highest honor for philanthropic giving, financial or otherwise, to be bestowed by the City of Gloucester. As such, the Linzee Coolidge medallion may be awarded to individuals who demonstrate substantial generosity and contributions to the City of Gloucester which meet or exceed the contributions in the tradition of Samuel Sawyer and Linzee Coolidge.

##### **Sec. 2-479. Medallion**

The Linzee Coolidge Philanthropy Medallion shall be awarded to a citizen in appreciation for outstanding generosity, caring and notable philanthropy which has contributed to the betterment of the community.

**Sec. 2-480. Committee**

a) There shall be a Linzee Coolidge Philanthropy Award Committee which shall consist of four persons appointed by the mayor. The mayor shall serve on the Committee and shall be the fifth member thereof. The terms of the members shall be coterminous with the Mayor.

b) None of the four appointed members of the Committee shall hold any elective or appointive office with the government of the City when appointed, and should they later hold such an office, their membership on the Committee shall be declared vacated. The Committee shall serve an executive function within the administration of the Mayor's Office.

**Sec. 2-481. Chairperson**

The mayor or his/her designee shall be the chairperson of the Committee.

**Sec. 2-482. Duties**

It shall be the duty of the Linzee Coolidge Philanthropy Award Committee to establish and seek to maintain high standards for bestowing the award on any person demonstrating a substantial record of generosity and commitment to the civil community of the City of Gloucester. The Committee, after investigation and consideration of all the facts, shall recommend to the City Council the awarding of the Linzee Coolidge Philanthropy Medallion to such person or persons as the Committee deems deserving to receive the award.

Paul McGeary  
Ward 1 Councillor

Melissa Cox  
Ward 2 Councillor

Paul Lundberg  
Councillor at Large

William Fonvielle  
Councillor at Large

Sefatia Romeo Theken  
Councillor at Large

City Hall  
Nine Dale Ave  
Gloucester, MA 01930



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ckirk@gloucester-ma.gov

**CITY OF GLOUCESTER**  
OFFICE OF THE MAYOR

**MEMORANDUM**

**TO:** Gloucester City Council  
**FR:** Mayor Carolyn A. Kirk  
**RE:** Request for Confirmation – Police Chief and Fire Chief Contract Renewals  
**DT:** November 10, 2014

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The Administration respectfully asks the Council to enthusiastically confirm the contract renewals for the city's top public safety leaders.

**Police Chief**

As per the Code of Ordinances Sections 17-16 (a) and 17-18 (d), please find enclosed in this Mayor's report the negotiated contract for Police Chief Leonard Campanello for Council confirmation. Chief Campanello has earned the trust of the citizens, the respect of the men and women under his command, and the praise of this Administration. Under Chief Campanello's leadership, the Police Department continues on its mission to become more professional, accountable, compassionate and collaborative.

In terms of presence and message, there is no better example than the 2014 St. Peter's Fiesta. Through extremely meticulous examination of previous fiestas, good planning and accountability, the Police Department, in cooperation with the Mayor's office, was responsible for the safest and most family friendly Fiesta in years.

**Fire Chief**

As per the Code of Ordinances Sections 8-16 (a) and 8-18 (d), please find enclosed in this Mayor's report the negotiated contract for Fire Chief Eric Smith for Council confirmation. Chief Smith has led the department through a comprehensive restructuring that has the support of the employees, the Administration and City Council, and the community.

We have to look no further than the open status of the Bayview and Magnolia outskirt stations to understand the benefits of broad-based support for the Fire Department under Chief Smith's leadership

According to their respective employment agreements, negotiations for a successor contract can commence one year prior to the expiration of the term of the agreement. Both the Chiefs and the Administration desire to maintain leadership continuity and certainty for the benefit of the community and the departments. Please note that there is no budget impact for FY15 for these contracts. As always, the Administration stands by ready to answer any questions the Council may have.

**City of Gloucester  
Fire Chief Contract**

AGREEMENT made this \_\_\_\_\_ day of November by and between the City of Gloucester, through its Mayor as appointing authority, and Eric L. Smith, of 6 Lisa Dr., Gloucester MA 01930 (hereinafter Chief).

WHEREAS, the City is desirous of securing the services of the Chief in the administration of the Gloucester Fire Department; and

WHEREAS, the Chief is willing to perform the duties of the position of Chief according to the job description and the terms and conditions of this contract; and has furnished the Mayor with evidence of professional training accomplishments and maintains such qualifications as may be required by the Commonwealth of Massachusetts and/or the Mayor to hold the position of Chief.

NOW, THEREFORE, the City and the Chief hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which the Chief shall be entitled pursuant to Massachusetts General Law Chapter 41, Section 108O, and subject to confirmation by the City Council.

1. DUTIES

Under the direction of the Mayor, the administrative control of the Fire Department for the City shall be the responsibility of the Chief.

The Chief's duties shall include and be carried out in consultation with and at the direction of the Mayor, which shall include but not be limited to the following:

- A. Supervise the daily operation of the Fire Department.
- B. Supervise all departmental personnel, sworn or civilian.
- C. Supervise all special, auxiliary and/or reserve officers the Department may from time to time retain.
- D. Prepare and submit the Fire Department budget.
- E. Manage the department within the established budget.
- F. Be responsible for all departmental expenses, as well as the receipt of funds and property in the custody of the Department.

- G. Submit reports to the City either orally or in writing when requested or required in order to ensure the proper communication between the administration and the City Council and the Fire Department.
- H. Supervise and control all equipment and motor vehicles belonging to or used by the Fire Department.
- I. Supervise and control all training programs for departmental personnel and assign personnel to such programs.
- J. Issue orders, rules and regulations, policies and procedures and assign shifts and duties of all department personnel.
- K. Be available for hearings before any board or commission of the City at which the Fire Department is required to appear and before the City Council when necessary.
- L. Be responsible for communications with the public, including the media, on matters related to fires, fire operations and departmental policy.
- M. The Chief shall at all times represent the City in a professional and ethical manner and shall perform additional duties as the Mayor shall reasonably direct and shall inform the Mayor of all policies and plans of the department.
- N. The Mayor shall inform and advise the Chief of any complaints or suggestions brought to her attention.
- O. Discipline employees as allowed by contract, policy or law, make recommendations to the Mayor on discipline and hiring and firing of personnel.
- P. And any such duties as the Mayor shall from time to time legally assign the Chief.

## 2. HOURS OF WORK

The Chief agrees to devote that amount of time and energy which is reasonably necessary for the Chief to faithfully perform the duties of the Chief under this contract. It is recognized that the Chief must devote a great deal of time outside the normal office hours to the business of the City. To that end, the Chief shall be allowed to accumulate and take compensatory time off. With the approval of the Mayor, the Chief may schedule compensatory time off for the hours accumulated and reflected in the payroll records of the City. The City shall, at the Chief's request, pay for any unused, accumulated compensatory time at the Chief's normal per diem rate.

Accumulation is capped at 18 days per calendar year and may not be carried over to a new calendar year. Upon termination of employment by the City for any reason, the City agrees to pay the Chief for an unused compensatory time up to 18 days at the Chief's current per diem rate per unused day at the time of separation of employment.

### 3. INDEMNIFICATION

The City agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties.

### 4. INSURANCE

#### A. Professional Liability

The City agrees to furnish at its expense, professional liability insurance for the Chief with liability limits of One Million (\$1,000,000.00) Dollars.

#### B. Health and Life Insurance

The Chief is eligible for all health and life insurance benefits for which other non-bargaining unit, general governmental employees are eligible.

#### C. Injured on Duty

As a sworn fire officer, the Chief shall be entitled to injured on duty benefits as provided in Massachusetts General Law chapter 41, section 111F, and as stipulated in the Gloucester Firefighters Association (GFFA) CBA regarding injured on duty presumption.

### 5. AUTOMOBILE

The City shall provide a fire vehicle for use by the Chief. The vehicle shall be maintained through the City's vehicle maintenance program. In acknowledgement that the Chief is on call at all times in the event of an emergency, the vehicle may be used by the Chief at all times, including vacation, except for periods during which the Chief would not be reasonably expected to respond to an incident or event.

**6. COMPENSATION**

The City agrees as follows:

- A. To pay the Chief an annual salary of \$127,890.00 payable bi-weekly in accordance with the M-12 classification of the Fire Chief position and placing the Chief in a Step 12 position on the City of Gloucester compensation scale.
- B. The Fire Chief's salary shall be adjusted annually in accordance with the parameters specified for any merit pay increase or cost of living increase applicable for other City Managers/Department Heads.
- C. The City agrees that it shall not at any time during the term of this contract reduce the salary, compensation or other benefits of the Chief.

**7. BENEFITS**

The City agrees that the Chief shall receive any and all benefits agreed to in this Agreement.

- A. Sick Leave: Accrues 15 days at the start of each calendar year and is cumulative. Upon termination of employment by the City or the Chief for reasons other than a material breach of the terms of this contract, just cause or voluntary resignation for other employment, the City agrees to pay the Chief for any unused sick time up to 65 days at the Chief's current per diem rate per unused day at the time of separation of employment.
- B. Vacation Days: 28 days at the start of each calendar year. 20 of these days may be carried forward to the new calendar year. Upon termination of employment by the City or the Chief, the City agrees to pay the Chief for any unused vacation time up to 48 days at the Chief's current per diem rate per unused day at the time of separation of employment.
- C. Personal Days – 3 days of non-cumulative personal leave are granted each calendar year. Upon termination of employment by the City or the Chief for reasons other than a material breach of the terms of this contract, just cause or

voluntary resignation for other employment, the City agrees to pay the Chief for any unused personal days time up to 3 days at the Chief's current per diem rate per unused day at the time of separation of employment.

- D. Holiday Pay shall be consistent with the Gloucester Firefighters Association (GFFA) Holiday Pay benefits.
- E. Longevity payments shall be consistent with those described in the Gloucester Firefighters contract and reflect the Chief's full-time employment as a firefighter or officer at a municipal fire department, which is currently 23 years.
- F. Funeral Leave shall be consistent with those described in the Gloucester Firefighters contract.
- G. Understanding that it is necessary for the Chief to be available for telephone access at all times and that the Chief currently is under a contract for cell phone use, the City shall pay the Chief a monthly stipend of One Hundred and Twenty-Five Dollars (\$125.00)
- H. The City shall issue a laptop to the Chief for his professional use.
- I. EMT Stipend shall be consistent with the Gloucester Firefighters Association (GFFA).
- J. Clothing and Uniform Cleaning Allowance shall be consistent with the Gloucester Firefighters Association (GFFA) to include a new dress uniform and coat on an as needed basis.
- K. EMS Educational reimbursement stipend with the formula adjusted to the regular hourly rate.
- L. Professional Development stipend consistent with the Gloucester Firefighters Association (GFFA) for Deputy Chief.
- M. Nasal Narcan stipend consistent with the Gloucester Firefighters Association (GFFA).
- N. Paramedic Officer stipend consistent with the Gloucester Firefighters Association (GFFA).
- O. Fitness Incentive consistent with the Gloucester Firefighters Association (GFFA).

**8. PROFESSIONAL DEVELOPMENT**

Subject to available funding, with prior approval and at the discretion of the Mayor, which will not be unreasonably withheld, the Chief may attend conferences, seminars, continuing education courses, training, college courses and other professional development courses with expenses to be paid by the City.

**9. DUES AND SUBSCRIPTIONS**

The City agrees to budget and pay for the professional dues and subscriptions of the Chief for his continuation and full participation in national, international, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement and for the good of the City.

**10. DEATH DURING TERM OF EMPLOYMENT**

Death of the Chief during the term of his employment requires the City to 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 payment for any unused leave days as he would be entitled under this agreement. The City shall work with the Chief's beneficiaries to determine all benefits that are due to the Chief's beneficiaries.

**11. LENGTH OF CONTRACT**

- A. The term of this employment agreement shall be five (5) years, commencing on July 1, 2015 through June 30, 2020, however, this contract may be extended as provided by its terms.
- B. In the event that the Mayor wishes to extend or renew the agreement for an additional term, the Mayor shall on or before April 30, 2019, notify the Fire Chief, in writing, as to whether or not she wishes to commence negotiations for a successor agreement. Failure of the Mayor to give such notice shall be considered the same as notice by the Mayor that she does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as

herein before provided, on June 30, 2020, and as of such date the Fire Chief's employment shall terminate.

- C. In the event both the Fire Chief and the Mayor give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by January 30, 2020. The terms of this agreement will remain in effect until a new contract is signed.
- D. Notwithstanding anything contained herein to the contrary, this five year agreement will automatically terminate on June 30, 2020 and the Fire Chief's employment shall terminate at such time unless otherwise agreed upon in writing by the parties herein.
- E. If the decision is to renew, then either the Chief or the Mayor may request that the provisions be renegotiated. It is expressly understood and agreed by the parties that a decision not to renew is not to be construed as a dismissal.
- F. If the Chief desires to terminate this agreement before the end of the term of service shall have expired, the Chief may do so by giving the Mayor ninety days notice of such intention.

## 12. TERMINATION

- A. This employment agreement may be terminated by written notice from the City before the expiration of the five year term as follows:
  - a. Incapacity (inability to perform duties due to physical or mental impairment) of the Fire Chief to perform his duties for a continuous period of over ninety(90) calendar days (subject to compliance with the Family and Medical Leave Act, the Americans with Disabilities Act and corresponding or other provisions of the Massachusetts Anti-Discrimination law GL c. 151B); or as determined by medical documentation pursuant to the provisions of Sec. 5-4, Appendix C in the Gloucester Code of Ordinances; or
  - b. Material breach by the Fire Chief of any provision of this employment agreement after notice and an opportunity to cure is provided; or

- c. For just cause as determined by the Mayor, after due process including notice, hearing at which the Chief may be represented by counsel, and the ability of the Chief (or his counsel) to present and cross-examine witnesses.
- B. The Fire Chief may terminate this employment agreement by giving ninety days prior written notice to the Mayor, and upon such termination all rights and obligations under this employment agreement shall cease.
- C. The City may terminate this employment agreement by giving three (3) month's prior written notice to the Fire Chief, however, if the Fire Chief is terminated for any reason other than for material breach of this agreement, just cause or incapacity, prior to June 30, 2020, then the City shall pay the Fire Chief severance pay in an amount equal to the amount that he would have received for the remainder of the agreement with all benefits included. The City shall pay the severance benefit to the Chief in a lump sum within thirty days of the effective date of termination.

### 13. DISCIPLINE OR DISCHARGE

The Mayor may suspend and/or discharge the Chief under the terms and conditions of this agreement and in accordance with Massachusetts General Laws. Any dismissal shall terminate this agreement. In case of dismissal, the Mayor shall give the Chief thirty calendar days' notice.

### 14. DISPUTES ARISING OUT OF THIS AGREEMENT

For any dispute arising out of this agreement including any appeal, regarding termination for just cause or material breach of the terms of employment, the parties agree to submit the dispute to mediation. The parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the "AAA") to appoint a mediator. In the event that the dispute is not resolved through mediation, the parties agree to submit the dispute to final binding arbitration.

15. MODIFICATION

No changes or modification of this contract shall be valid unless it shall be made in writing and signed by both parties.

16. LAW GOVERNING

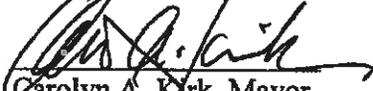
This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. A determination by a court of competent jurisdiction that any portion of this agreement is invalid shall not thereby render any other part thereof invalid.

17. SEVERABILITY OF PROVISIONS

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.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

CITY OF GLOUCESTER

  
Carolyn A. Kirk, Mayor  
Date 11/10/14

FIRE CHIEF

  
Eric L. Smith  
Date 11/10/14

APPROVED AS TO FORM:

  
City Solicitor  
Date 11/10/14

**POLICE CHIEF EMPLOYMENT CONTRACT BY AND BETWEEN THE CITY OF GLOUCESTER AND  
LEONARD CAMPANELLO**

Agreement made this \_\_ day of November 2014, by and between the City of Gloucester (hereinafter the "City") and Leonard Campanello of Ipswich, Massachusetts (hereinafter the "Chief" or "Chief of Police").

WHEREAS, the City is desirous of continuing the services of the Chief in the administration of the Police Department; and

WHEREAS, the Chief is willing to perform the duties of the position of Chief of Police according to the job description and the terms and conditions of this Contract; and shall furnish the Mayor with evidence of professional training accomplishments and maintain such qualifications as may be required by the Commonwealth of Massachusetts and/or Mayor to hold the position of Chief.

NOW, THEREFORE, the City and the Chief hereby agree, subject to confirmation by the City Council, that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said Chief shall be entitled as Chief of Police.

**1. DUTIES**

Under the direction of the Mayor, the administrative control of the Police Department for the City shall be the responsibility of the Chief.

The Chief's duties shall include and be carried out in consultation with and at the direction of the Mayor, but not be limited to the following:

- A. Supervision of the daily operation of the Police Department.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Police Department budget.
- D. Manage the department within the established budget.
- E. Submission of reports to the City either orally or in writing when requested or required in order to ensure the proper communication between the administration, the City Council and the Police Department.
- F. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- G. Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.
- H. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.
- I. Being in charge of all special, auxiliary and/or reserve police officers, if any.

- J. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- K. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.
- L. Being reasonably available for hearings before any board or commission of the City at which the Police Department is required to appear and before the City Council when necessary.
- M. Being responsible for planning, organizing, directing, staffing and coordinating police operations, including so-called "paid details", mutual aid, regional task force or similar enforcement efforts, and coordination with the State Police or other agencies where the Chief deems it appropriate.
- N. Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.
- O. Representing the City in a professional manner and performing all additional duties as the Mayor shall reasonably direct and shall inform the Mayor of all policies and plans of the department.
- P. And any such duties as the Mayor from time to time may legally assign the Chief.

## 2. HOURS OF WORK

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. It is recognized that the Chief must devote a great deal of time outside the normal office hours to the business of the City. To that end, the Chief shall be allowed to accumulate and take compensatory time off. With the approval of the Mayor, he may schedule compensatory time off for the hours accumulated and reflected in the payroll records of the City. The City shall, at the Chief's request, pay for any unused, accumulated compensatory time at the Chief's normal per diem rate. Accumulation is capped at 18 days per calendar year and may not be carried over to a new calendar year. Upon termination of employment by the City for any reason, the City agrees to pay the Chief for any unused compensatory time up to 18 days at the Chief's current per diem rate per unused day at the time of separation of employment.

## 3. INDEMNIFICATION

The City agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties.

4. **INSURANCE**

A. **Professional Liability**

The City agrees to furnish at its expense professional liability insurance for the Chief with liability limits of no less than One Million (\$1,000,000.00) Dollars.

B. **Health and Life Insurance**

The Chief shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible.

C. **Injured on Duty**

As a sworn police officer, the Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

5. **AUTOMOBILE**

The City shall provide a vehicle for the use by the Chief. The vehicle shall be maintained through the City's vehicle maintenance program. In acknowledgement that the Chief is on call at all times in the event of an emergency, the vehicle may be used by the Chief at all times, including vacation, except for periods during which the Chief would not be reasonably expected to respond to an incident.

6. **COMPENSATION**

The City agrees as follows:

- A. To pay the Chief an annual salary of \$127,890.00 payable bi-weekly in accordance with the M-12 classification of the Police Chief position and placing the Chief in a step 12 position on the City of Gloucester compensation scale.
- B. The Police Chief's salary will be adjusted annually in accordance with the parameters specified for any merit pay increase or cost of living increase applicable for other City Managers/Department Heads.
- C. The Chief shall be paid an annual educational incentive to be consistent with the Gloucester Superior Officers Association and the Gloucester Patrolman's Association Contracts for those officers hired prior to July 1, 2013 at the Master's Degree level. This shall be paid and included bi-weekly in accordance with the City's payroll schedule.
- D. The City agrees that it shall not at any time during the term of this contract reduce the salary, compensation, or any benefits of the Chief.

## 7. BENEFITS

The City agrees that the Chief shall receive any and all benefits agreed to in this Agreement.

- A. Sick Leave: Accrues 15 days at the start of each calendar year and is cumulative. Upon termination of employment by the City or the Chief for reasons other than a material breach of the terms of this contract, just cause or voluntary resignation for other employment, the City agrees to pay the Chief for any unused sick time up to 65 days at the Chief's current per diem rate minus the educational incentive per unused day at the time of separation of employment.
- B. Vacation Days: 28 days at the start of each calendar year. 7 of these days may be carried forward to the new calendar year. Upon termination of employment by the City or the Chief the City agrees to pay the Chief for any unused vacation time up to 35 days at the Chief's current per diem rate minus the educational incentive per unused day at the time of separation of employment.
- C. Personal Days – 3 days at the start of the calendar year non-cumulative. Upon termination of employment by the City or the Chief for reasons other than a material breach of the terms of this contract, just cause or voluntary resignation for other employment, the City agrees to pay the Chief for any unused Personal Days up to 3 days at the Chief's current per diem rate minus the educational incentive per unused day at the time of separation of employment.
- D. Holiday pay shall be consistent with the Gloucester Police Superior Officers Association (GSOA) and shall be paid out in a bi-weekly manner consistent with the City's payroll schedule.
- E. Longevity payments shall be consistent with those described in the Gloucester Police Superior Officers Association (GSOA) contract and reflect the Chief's total time in sworn Law Enforcement, currently 25 years.
- F. Funeral Leave shall be consistent with those described in the Gloucester Superior Officers Association (GSOA) contract.
- G. Understanding that it is necessary for the Chief to be available for telephone access at all times, the City shall issue and pay for a cellular telephone for the Chief's use.
- H. The City shall issue a lap top computer or similar device to the Chief for his professional use.

## 8. PROFESSIONAL DEVELOPMENT

Subject to available funding, with prior approval, and at the discretion of the Mayor, which will not be unreasonably withheld, the Chief may attend conferences, continuing education courses, and training and other professional development courses with expenses to be paid by the City. Within the term of this agreement, the City agrees to allow and to provide funding for the Chief's attendance at the Senior Management Institute of Policing (SMIP) as present by the Police Executive Research Forum (PERF) at Boston University.

9. DUES AND SUBSCRIPTIONS

The City agrees to budget and pay for the professional dues and subscriptions of the Chief for his continuation and full participation in national, international, regional, state, and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the City, including but not limited to the International Association of Chiefs of Police, the Massachusetts Chiefs of Police, the Police Executive Research Forum, the New England Chiefs of Police Association, and all applicable regional police chief associations.

10. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his employment, the City 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, payment for any unused leave days as outlined in this agreement.

11. LENGTH OF CONTRACT

- A. To align this agreement with the City's budgetary needs, the term of this employment agreement shall be three (3) years, commencing on July 1, 2015 through June 30, 2018; however, this contract may be extended as provided by its terms.
- B. In the event that the Mayor wishes to extend or renew the agreement for an additional term, the Mayor shall, on or before April 30, 2017, notify the Police Chief, in writing, as to whether or not she wishes to commence negotiations for a successor agreement. Failure of the Mayor to give such notice shall be considered the same as notice by the Mayor that she does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on July 1, 2018, and as of such date the Police Chief's employment shall terminate.
- C. In the event both the Police Chief and the Mayor give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by January 30, 2018. The terms of this agreement will remain in effect until a new contract is signed.
- D. Notwithstanding anything contained herein to the contrary, this three-year agreement will automatically terminate on July 1, 2018 and the Police Chief's employment shall terminate at such time unless otherwise agreed upon in writing by the parties herein.

- E. If the decision is to renew, then either the Chief or the Mayor may request that the provisions be renegotiated. It is expressly understood and agreed by the parties that a decision not to renew is not to be construed as a dismissal.
- F. If the Chief desires to terminate this agreement before the end of the term of service shall have expired, the Chief may do so by giving the Mayor ninety days notice of such intention.

## 12. TERMINATION

- A. This employment agreement may be terminated by written notice from the City before the expiration of the three-year term as follows:
  - a. Incapacity (inability to perform duties due to physical or mental impairment) of the Police Chief to perform his duties for a continuous period of over ninety (90) calendar days; or as determined by medical documentation pursuant to the provisions of Sec. 5-4, Appendix C in the Gloucester Code of Ordinances; or
  - b. Material breach by the Police Chief of any provisions of this employment agreement after notice and opportunity to cure is provided; or
  - c. For just cause as determined by the Mayor, and encompassed in this agreement after due process including notice, hearing at which the Chief may be represented by counsel, and the ability of the Chief to present and cross-examine any witnesses.
- B. The Police Chief may terminate this employment agreement by giving ninety days prior written notice to the Mayor, and upon such termination all rights and obligations under this employment agreement shall cease.
- C. The City may terminate this employment agreement by giving three (3) month's prior written notice to the Police Chief, however, if the Police Chief is terminated for any reason other than for material breach of this agreement, just cause or incapacity, then the City shall pay the Police Chief severance pay in an amount equal to the amount that he would have received for the remainder of the agreement with all benefits included. The City shall pay the severance benefit to the Chief in a lump sum within thirty days of the effective date of termination.

## 13. DISCIPLINE OR DISCHARGE

The Mayor may suspend and/or discharge the Chief under the terms and conditions of this agreement and in accordance with Massachusetts General Laws. Any dismissal shall terminate this agreement. In case of dismissal, the Mayor shall give the Chief thirty calendar day's notice.

14. DISPUTES ARISING OUT OF THIS AGREEMENT

For any dispute arising out of this agreement, regarding termination for just cause or material breach of the terms of employment, the parties agree to submit the dispute to mediation. The parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, either Party may request the American Arbitration Association (the "AAA") to appoint a mediator. In the event that the dispute is not resolved through mediation, the parties agree to submit the dispute to final binding arbitration.

15. MODIFICATION

No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

16. LAW GOVERNING

This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

17. SEVERABILITY OF PROVISIONS

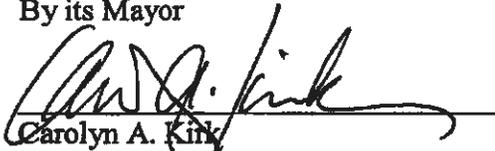
If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

FOR THE CITY

THE CHIEF OF POLICE

By its Mayor

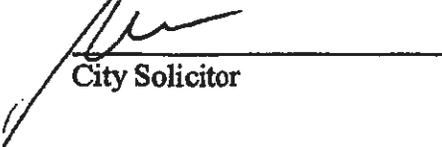
  
Carolyn A. Kirk

  
Leonard Campanello

11/6/14  
Date

11/6/14  
Date

APPROVED AS TO FORM:

  
City Solicitor



**CITY OF GLOUCESTER 2014  
CITY COUNCIL ORDER**

**ORDER:** CC#2014-048  
**COUNCILLOR:** William Fonvielle

**DATE RECEIVED BY COUNCIL:** 11/18/14  
**REFERRED TO:** O&A and TC  
**FOR COUNCIL VOTE:**

**ORDERED** that the Gloucester Code of Ordinances Chapter 22 "Traffic" Sec.22-269 "Stop intersections" be **AMENDED** by **ADDING**: Flume Road at its intersection with Fuller Street; and further

**ORDERED** that this matter be referred to the Traffic Commission and the Ordinances & Administration Standing Committee for review and recommendation.

William Fonvielle  
Councillor at Large



**CITY OF GLOUCESTER 2014  
CITY COUNCIL ORDER**

**ORDER: CC#2014-049**  
**COUNCILLOR: William Fonvielle**

**DATE RECEIVED BY COUNCIL: 11/18/14**  
**REFERRED TO: O&A and TC**  
**FOR COUNCIL VOTE:**

**ORDERED** that the Gloucester Code of Ordinances Chapter 22 "Traffic" Sec.22-269 "Stop intersections" be **AMENDED** by **ADDING**: Crafts Road for motor vehicles heading in a northerly direction at its intersection with Ye Old County Road; and further

**ORDERED** that this matter be referred to the Traffic Commission and the Ordinances & Administration Standing Committee for review and recommendation.

William Fonvielle  
Councillor at Large