

## LAST CHANCE AGREEMENT

ORIGINAL

Agreement made as of the 4<sup>th</sup> day of April 2011 by and among the Town of Williamstown (Town), the Williamstown Police Association (WPA), and Officer Craig A. Eichhammer (Officer Eichhammer) concerning a mutually agreeable form of discipline following the actions of Officer Eichhammer on February 18, 2011 in lieu of a disciplinary hearing before the Williamstown Town Manager, the Appointing Authority of police officers of the Williamstown Police Department.

Whereas, Officer Eichhammer has acknowledged that he is guilty of the misconduct that was the subject of an investigation by the Massachusetts State Police assigned to the office of the District Attorney as set forth in the attached description (Attachment A); and,

Whereas, Officer Eichhammer has acknowledged that he violated Rule 7.7 – Truthfulness when he denied to Chief Johnson on February 19, 2011 certain critical aspects of the incident (Attachment B), and that such untruthfulness alone would be sufficient grounds for termination; and,

Whereas, based on Officer Eichhammer's past record of performance and the lack of other discipline, the Officer acknowledges that dismissal would be appropriate in this case; and,

Whereas, Officer Eichhammer has assured the Town Manager and the Police Chief that he is aware of the seriousness of the situation, accepts responsibility for his actions, and is committed to turning around his life and his performance as a Police Officer; and,

Whereas, Officer Eichhammer has asked for a "Last Chance" agreement with numerous other strict conditions in lieu of termination,

Now therefore, the parties, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The Town Manager has sufficient "just cause" to terminate Officer Eichhammer based on the complaints of a citizen that were the subject of the State Police investigation, and his subsequent untruthfulness concerning the incident.
  - a. In lieu thereof, such termination will be suspended, subject to successful strict compliance by Officer Eichhammer with each and every condition set forth in this agreement, and Officer Eichhammer will forfeit ten (10) days accrued vacation.
  - b. Should Officer Eichhammer fail to strictly perform all conditions of this agreement, the termination will be imposed without need for additional charges or allegations of additional offenses or rule violations of any kind. All that will be required is notice to Officer Eichhammer and the WPA documenting such failure. If requested within five business days of receipt of

such notice, a hearing will be held before the Town Manager solely on the issue of whether such failure occurred.

2. Officer Eichhammer has been on paid sick leave from 0030 hours on February 19, 2011 until he resumed active duty at 2300 hours on March 15, 2011.
3. Officer Eichhammer has met, as directed by the Police Chief, [REDACTED]  
[REDACTED] at any time during the next twelve (12) months, he will be relieved from duty and the termination will take effect.
4. Officer Eichhammer has completed [REDACTED]  
[REDACTED]
5. [REDACTED]  
[REDACTED] Unless said report unequivocally indicates that Officer Eichhammer is fit to return to full duty as a Police Officer without reservations or restrictions, Officer Eichhammer will be deemed to be in non-compliance with the essential terms of this agreement and will be terminated effective immediately.
6. Officer Eichhammer will start a one-year probationary period, essentially equivalent to that imposed on newly-hired officers on April 4, 2011. Termination for performance-related reasons may result without need to hold a hearing.
7. For the balance of Officer Eichhammer's employment as a Williamstown Police Officer he will be subject to this "Last Chance" agreement, meaning that he will be terminated for any offenses similar to any of those for which this discipline was imposed.
8. Officer Eichhammer acknowledges that the civilian that made the complaint did so truthfully and he will not engage in any form of retaliation or recrimination against that person or any persons at any time.
9. Officer Eichhammer waives any appeal to the imposition of the termination [REDACTED] as well as any discharge that results from violation of the terms and conditions of this agreement.

10. Officer Eichhammer acknowledges that he has had full and complete access to legal counsel and union representation in reaching this agreement and he is fully satisfied that he has received good and competent representation and is completely satisfied with the resolution reached in this matter.


Witness our hand and seals the day and year first above written.

Officer Craig A. Eichhammer



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For Williamstown Police Association



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For the Town



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Peter L. Fohlin, Town Manager