

Please note:

The Pepperell Chief of Police the Chief has agreed to eliminate or reduce related costs as follows:

- a) \$3,000 annuity payment eliminated
- b) \$500 reduction in Uniform Allowance
- c) \$2,000 reduction in conference costs

**CONTRACT OF EMPLOYMENT
BETWEEN
TOWN OF PEPPERELL
AND
CHIEF OF POLICE**

This agreement, made this 12th day of February, 2007, by and between the Town of Pepperell (“the Town”), acting by and through its Board of Selectmen (“the Board”), and Alan S. Davis (“the Chief”), witnesseth that:

WHEREAS, the Town is desirous of securing the services of the Chief in the operation of the police department; and

WHEREAS, the Chief is willing to perform the duties of the position of Chief according to the terms and conditions of this contract;

NOW, THEREFORE, pursuant to Chapter 41, §108(0), the Town and the Chief agree that the following contract shall set forth the Chief’s conditions of employment for the Chief.

1. Duties. The operational control of the police department for the Town shall be the responsibility of the Chief. The Chief shall have all the authority and powers granted to a Chief of Police under the provisions of M.G.L. Chapter 41, §97A.

The Chief shall be responsible for the planning, organizing, and coordination of police operations. The duties of the Chief shall include but not be limited to the following:

- a. Supervision of the daily operations of the police department.
- b. Supervision of all department personnel.
- c. Preparation and submission of the police department budget.
- d. Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the police department.
- e. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the police department.
- f. Supervision and control of all equipment and motor vehicles belonging to or used by the police department.
- g. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the police department.
- h. Being in charge of all special, auxiliary and/or reserve police officers.
- i. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- j. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures, subject to approval of the Board of Selectmen, where appropriate within the limitations of M.G.L. Chapter 41, §97A; and the assignment of shifts and duties of all department personnel.

- k. Being available for hearings before any appointed or elected Board of the Town at which the police department is required to appear and before the Town Meetings when necessary.
- l. Being responsible for communicating with the public, including the media, on matters relating to crime, police operations and department policy.
- m. Command all police officers
- n. Serve as chief law enforcement officer of the Town.
- o. Perform related work as required and appropriate for the position of Chief of Police.

2. Hours of Work.

- a. 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 under this contract.
- b. It is recognized that the Chief must devote a great deal of time and effort outside normal office hours to the business of the Town. Accordingly, the Chief will be allowed to take reasonable amounts of time off as he shall deem appropriate during normal office hours, and at such times as the Chief determines will least adversely impact the Police Department.

3. Vacation Allowance and Personal Days.

- a. The Town agrees to grant the Chief thirty (30) vacation days per fiscal year. This allowance will be granted at the beginning of the fiscal year, and the Chief shall be allowed to carry over up to half of this annual entitlement from year to year. The Chief will notify the Town Administrator prior to any vacation period of more than two consecutive business days. It is understood that in the absence of the Chief, the Lieutenant will serve as the officer in charge of the department.
- b. The Town agrees to grant to the Chief two (2) personal days per year. Personal days may not be carried forward from year to year.

4. Educational Incentive. The Town will annually pay to the Chief, the sum equal to 10% of his annual base salary as educational incentive related to his BS degree. In the event that the Town accepts the provisions of the "Quinn Bill," so-called, the preceding payment agreement shall become null and void, and the provisions of the "Quinn Bill" shall be substituted therefore.

5. Funeral Leave. The Chief shall be entitled to no more than five (5) days leave without loss of pay for the death of his wife or child(ren). In the event of the death of his brother, mother-in-law, or father-in-law, he shall be entitled to no more than four (4) days leave without loss of pay.

6. Holidays. The Chief shall not be expected to report to work on the following holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In the event the Chief works for any part of the listed holidays he will receive an extra day's pay (calculated as 1/5 his weekly salary).

7.

Sick Leave. The Chief shall be entitled to eight (8) hours of sick leave for each completed month of active employment. Sick leave may accumulate to a maximum of 1,200 hours and may be taken in one (1) hour increments. Sick leave may be used for personal illness or out of work injury, family illness/injury, or prescribed medical examinations.

8. Clothing Allowance. The Town agrees to appropriate within the police department budget the sum of twelve hundred (\$1,200.00) dollars for the Chief to purchase uniforms and clothing to be worn while performing his duties as Chief.
9. Longevity. The Chief shall be entitled to annual longevity compensation, in the amount of one thousand six hundred dollars (\$1,600).
10. Indemnification. In accordance with M.G.L. Chapter 258, §13, the Town agrees that the Town shall indemnify and save harmless the Chief of Police from personal financial loss and expense, including reasonable legal fees and costs, if any, in an amount not to exceed one million dollars, arising out of any claim, demand, suit, or judgment by reason of any act or omission except an intentional violation of civil rights of any person under any law; provided, however, that the Chief, at the time of such act or omission, was acting within the scope of his official duties of employment.
11. Insurance and Annuity.
 - a. The Town agrees to furnish, at its expense, professional liability insurance for the Chief with liability limits of at least one million (\$1,000,000.00) dollars.
 - b. The Chief shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general town government employees are eligible. The Town agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to other non-bargaining unit general government employees of the Town, for a comparable policy.
 - c. As a sworn police officer, the Chief shall be entitled to injured-on-duty benefits as provided in M.G.L. Chapter 41, §111F.
 - d. The Town agrees to annually contribute, during the term of this contract, the sum of three thousand dollars (\$3,000) to an annuity plan specified by the Chief.
12. Automobile. The Town shall provide a police vehicle for use by the Chief and shall pay all attendant operating and maintenance expenses and insurance. Said vehicle to be used by the Chief in connection with the performance of his duties as Chief and for his professional growth and development. Since the Chief is required to be “on call” twenty-four (24) hours a day and may be required to report to an incident or event, the police vehicle may be used for personal reasons. It may not be used by the Chief for family vacations or recreational trips when the Chief would not be reasonably expected to respond to an incident or event.
13. Dues and Subscriptions. The Town agrees to budget and pay an appropriate amount for the professional dues and subscriptions of the Chief for his continuation and full participation in national, state and regional police associations and organizations necessary and desirable for his continued professional growth and advancement.
- 14.

Professional Development. The Town recognizes its obligation to the professional development of the Chief, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator. Accordingly, the Chief shall be allowed to attend the New England Chiefs of Police Conference and the International Association of Chiefs of Police Conference each year without loss of vacation or other leave. The amount of two thousand dollars (\$2,000) shall be budgeted for expenses incurred while attending or traveling to the aforementioned conferences. The Town also agrees to budget and pay for travel and subsistence expense of the Chief for short courses, institutes and seminars that, in his reasonable judgment, are necessary for his professional development as a police administrator.

15. Death during term of employment. If the Chief dies during the term of this agreement, the Town shall pay to the Chief's estate all compensation which would otherwise be payable to the Chief up to the date of his death, including, but not limited to, unused vacation leave.

16. Discipline and discharge.

a. It is agreed that the Chief can be disciplined and discharged by the town only for just cause, upon proper written notice and only after a hearing at which the Chief shall have the right to be represented by counsel. 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 and public hearing.

The Town recognizes its obligation to provide the Chief with periodic performance evaluations, not less frequently than once each year.

b. The Chief may appeal any discipline or discharge to a committee of arbitrators consisting of three (3) persons. An appeal by the Chief shall be filed in writing with the Town within thirty (30) days of such discipline or discharge. The three persons shall be chosen as follows: one by the town, one by the Chief, and one by the two so chosen. The committee of arbitrators shall be chosen and be prepared to commence a hearing within 45 days of the filing of an appeal by the Chief. A majority of the three (3) member committee shall be sufficient to uphold a suspension or discharge; or to reverse any such action by the Town. The decision of the arbitrators shall be provided to both the Chief and the Town in writing and within fifteen (15) calendar days from the close of any hearing.

c. In the event of the suspension or discharge of the Chief, if the committee of arbitrators shall reverse 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.

d. This section shall not apply in the event the Town does not renew or terminates the Chief's contract in accordance with Section 19.

17. Compensation. The Town will pay the Chief a salary, which, annualized, would be one hundred one thousand dollars (\$101,000) in the first year of this contract (FY 2008), one hundred five thousand dollars (\$105,000) in the second year (FY 2009), and one hundred nine thousand dollars (\$109,000) in the third year (FY 2010). The Chief will be paid weekly, minus appropriate and lawful deductions, or bi-weekly, provided the Town, in the event the Town's payroll schedule changes, provides the Chief with ninety days' advance notice of a new, bi-weekly payment schedule. The Chief's salary is subject to appropriation by Town Meeting.

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

19. Law Governing. This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.
20. 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.
21. Length of contract.
 - a. The initial term of this contract shall be for a period commencing July 1, 2007 and ending June 30, 2010.
 - b. Unless either party provides written notice to the other of its intention to renegotiate and/or not renew this contract no less than six (6) months prior to the expiration of this contract, this contract shall automatically be extended on the same applicable terms and conditions for an additional one (1) year with the salary remaining at the highest applicable sum. In the event the Town gives notice in accordance with this subsection that it will not renew the contract, the Chief's employment will end upon the expiration of the contract.
 - c. The Town may terminate this contract, and end the employment of the Chief without cause at any time before the expiration of this contract. The Town also may request, and receive, the Chief's resignation before the expiration of this contract. In either event, the Town will pay the Chief a lump sum severance equal to the balance of the term of this contract, but in no event less than six months salary, plus any other benefits payable under this contract.
 - d. In the event the Chief intends to resign voluntarily before the natural expiration of any term of employment, the Chief shall give the town forty-five (45) days written notice, unless the parties otherwise agree in writing.
22. General Provisions.
 - a. The Board may place the Chief on administrative leave with pay at any time.
 - b. For the purposes of the Fair Labor Standards Act, the Chief will be an exempt employee of the Town.

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

FOR THE TOWN:

John W. Lynch, Chairman

Alan Davis, Chief of Police

Darrell Gilmore, Clerk

Lyndon Johnson