

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

This agreement, made this 29th day of October, 2018 by and between the Town of Pepperell (“the Town”), acting by and through its Board of Selectmen (“the Board”), and David Scott, Chief, (“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.
 - a. 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. Vacation leave may accumulate up to a maximum of one and one-half (1½) times the maximum annual entitled amount. Vacation leave accrued prior to this contract may be carried over to the maximum allowed under this contract. 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, a Superior Officer chosen by the Chief will serve as the officer in charge of the department.
- b. The Town agrees to grant to the Chief three (3) personal days per year. Personal days may not be carried forward from year to year.

4. 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 father, mother, sibling, mother-in-law, or father-in-law, he shall be entitled to no more than four (4) days leave without loss of pay.

5. 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. Compensation for work on holidays will conform to Mass. General Law Chapter 147, §17F.

6. Sick Leave. The Chief shall be entitled to eight (8) hours of sick leave for each completed month of active employment during the contract term. Sick leave may accumulate to a maximum of 960 hours (including any sick leave carried over from his prior position) 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. The Town agrees to buy back 22.5% of any unused sick time at retirement.

7. 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 in good faith within the scope of his official duties of employment. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as Chief.

8. Insurance.
 - 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. The Chief is eligible for \$2,500 compensation if he chooses not to participate in the town's group health insurance plan. This payment to be paid at the start of the fiscal year following the fiscal year in which the option was exercised. If during the fiscal year the Chief does participate in the town's health insurance plan, this compensation will be pro rated.
 - 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.

9. 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. If the Chief's unmarked vehicle is unable to be utilized by the Chief for any reason, the Chief may use his own private automobile for the duties as Chief of Police. The Town shall reimburse the Chief of Police at the IRS rate in effect when such vehicle is used by the Chief of Police in connection with the performance of the duties as Chief of Police and for professional growth and development. The Town will pay for any out-of-pocket costs to the Chief resulting in damage to his personal vehicle during such use. The Chief shall notify the Town (via the town administrator) as soon as possible when use of his personal vehicle is necessary.

10. 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.
11. 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 Five Hundred dollars (\$2,500) 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.
12. Performance Evaluation: On or before December 31st of each year of this contract, the Town Administrator will conduct a performance evaluation of the employee and subsequently submit a recommendation of costs for the upcoming fiscal year to the Board of Selectmen for their review and consideration.
13. Discipline/resignation and discharge:
 - a. It is agreed that the Chief can be disciplined and discharged by the town 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 term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Chief at least ten (10) business days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged; and (iv) the range of discipline considered. The principles of progressive discipline will apply and the Town recognizes its obligation to provide the Chief with periodic performance evaluations.

- b. 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 may 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 five months salary plus any other benefits payable under this contract.
 - c. In the event the Chief intends to resign voluntarily before the natural expiration of the term of employment, the Chief shall give the town sixty (60) days written notice, unless the parties otherwise agree in writing.
14. 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.
15. Compensation. The Town will pay the Chief, having obtained a MS degree, a salary, which, annualized, would be one hundred forty-four thousand four hundred and fifty-eight dollars (\$144,458) in FY 2019 (July 1, 2018 to June 30, 2019); one hundred forty-eight thousand, four hundred and thirty-one dollars (\$148,431) in FY 2020 (July 1, 2019 to June 30, 2020); and one hundred fifty-two thousand, five hundred and thirteen dollars (\$152,513) in FY 2021 (July 1, 2020 to June 30, 2021). The Chief will be paid bi-weekly, minus appropriate and lawful deductions. The Chief will use direct deposit for payroll. The Chief's salary is subject to appropriation by Town Meeting. The Town agrees to pay the Chief an \$800 clothing allowance per fiscal year for the purchase of uniforms as well as any items related to the performance of his duties which are not otherwise issued by the Town.
16. Extra Duty: The Chief may work patrol shifts on evenings, nights and weekends that are unable to be filled by full-time sworn officers. Moreover, police details are specifically excluded from this type of approved work. The Chief may only fill said shift(s) under extraordinary circumstances where the department is short staffed as a result of vacations, medical leave or sick leave, and only after the Chief has sought to fill said shift(s) with every other duly qualified full-time employee available for duty, and the Chief has obtained advance approval of the Town Administrator. The purpose of allowing the Chief to fill a shift in this capacity is to avoid a shift from not being manned properly, using best police practices during a period of unusually high staffing shortages. The Chief will be compensated per hour, one and one half times his hourly rate (to be figured by the town accountant). There will be no shift differential applied to these shifts. If an incident occurs during one of these shifts that requires the Chief to serve in his capacity as Chief or is otherwise consistent with his usual and customary duties and responsibilities, the extra duty compensation will end upon taking up these customary duties and responsibilities, immediately. The Chief will keep a written log of the dates and times that this situation occurs.

When the Chief is working an extra duty shift and must stay late to complete patrol related duties resulting from the extra duty shift (such as finishing a report), the Chief will continue to be compensated at the same rate until the work is complete, within a reasonable timeline. However, if a significant event occurs that would have required the Chief to respond from home to conduct administrative duties, the extra duty compensation will end when the extra duty shift was scheduled to end, or when another sworn officer arrives to fill the chief's extra duty shift so that he can perform his administrative duties.

17. Modification. No change or modification of this contract shall be valid unless it shall be in writing and signed by both of the parties.
18. Law Governing. This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.
19. 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.
20. Length of contract. The initial term of this contract shall be for a period commencing July 1, 2018 and ending June 30, 2021.
21. Renewal: Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than 9 months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.
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:

Roland Nutter, Chairman

David Scott, Chief of Police

Lisa Ferolito, Clerk

William Greathead