

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

This agreement, made this 11th day of August, 2020 by and between the Town of Pepperell ("the Town") Town Administrator, acting by and through its Select Board ("the Board"), and Todd Blain ("the Deputy Chief"), witnesseth that:

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

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

NOW, THEREFORE, the Town and the Deputy Chief agree that the following contract shall set forth the salary and benefits payable to the Deputy Chief in fulfillment of the duties of the position.

1. **DUTIES** Shall work under the administrative direction of the Chief of Police and the policy direction of the Board of Selectmen, through the Town Manager. Shall perform work in accordance with applicable Massachusetts General Laws, Town Policies, Town By-Laws, the official Job Description for the Deputy Chief of Police and all relevant Federal, State and Local regulations and standards. Shall at all times represent the TOWN in a professional or ethical manner and shall perform additional duties as the Chief of Police reasonably directs. The duties of the Deputy Chief of Police are contained in the attached job description.
2. **HOURS OF WORK**
  - a. The Deputy Chief of Police agrees to devote that amount of time and energy which is reasonably necessary for the Deputy Chief to faithfully perform the duties of the Deputy Chief of Police under this contract.
  - b. It is recognized that the Deputy Chief of Police may devote a great deal of time outside the normal office hours to the business of the TOWN, and to that end, the Deputy Chief of Police shall be allowed, upon notification of the CHIEF, to make reasonable adjustments to his schedule as he shall deem appropriate during said normal office hours at such time which the Deputy Chief of Police reasonably determines will not adversely impact department operations.
  - c. For the purposes of the Fair Labor Standards Act, the Deputy Chief will be an exempt employee of the Town.
3. **INSURANCE**
  - a. **Health and Life Insurance** - the Deputy Chief of Police shall be eligible for all health and life insurance benefits for which other non-bargaining unit, town employees are eligible.
  - b. **Professional Liability** - The Town agrees to furnish, at its expense, professional liability insurance for the Deputy Chief with liability limits of at least one million (\$1,000,000.00) dollars.

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

#### 4. AUTOMOBILE

The TOWN shall provide the use of a police vehicle for the Deputy Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Deputy Chief in connection with the performance of his duties as Deputy Chief and for his professional growth and development. It may be used by the Deputy Chief, from time to time for personal reasons, provided that the Deputy Chief is available to return to his duties immediately, in Pepperell, in the event of a local emergency.

#### 5. DISCIPLINE OR DISCHARGE

The CHIEF OF POLICE may suspend and/or recommend to dismiss the Deputy Chief under the terms and conditions of this agreement and in accordance with the Massachusetts General Laws. Any dismissal shall terminate this agreement. In the case of dismissal, the CHIEF OF POLICE shall give the Deputy Chief forty-five (45) days of notice and rights to a hearing, in accordance with Massachusetts General Law Ch. 30A, Section 21. It is agreed that the Deputy Chief can be discharged only for just cause, upon proper notice, and only after a hearing for which the Deputy Chief shall have the right to be represented by personal counsel. The Deputy Chief shall have the option of choosing whether or not the hearing shall be closed to the public or held as an open public hearing. The Deputy Chief may appeal any discharge or discipline by the appointing authority, after such hearing, to the Superior Court (or in the alternative to the American Arbitration Association). The cost for such arbitration shall be split equally between the Deputy Chief and the Town.

#### 6. COMPENSATION

Effective on the signing date of this contract, the Deputy Chief shall receive annual base salary of \$116,490.68, pro-rated for any partial fiscal year of service. The parties agree that all such annual compensation shall be paid, proportionately, on a biweekly basis, via direct deposit, at the discretion of the Benefits and Payroll Manager.

- a. The Deputy Chief, if in possession of a Bachelor's Degree from an accredited college or university, in a job-related field, including criminal justice, management, or a behavioral science, shall receive an Educational Incentive of 10% above the base salary listed above. If in possession of a Master's Degree from an accredited college or university in a job-related field as listed above, the Deputy Chief shall receive an Educational Incentive of 15% above the base salary listed above.
- b. The base salary listed above shall be increased by 2.5% beginning July 1, 2021 through June 30, 2022 and that figure shall be increased by 2.5% beginning July 1, 2022 through June 30, 2023.

- c. The Town shall pay the annual cost of enrollment for the Deputy Chief in the Massachusetts Chiefs of Police Association, or its successor organization, including a payment into its legal defense fund.
- d. Upon severing employment with the Town of Pepperell, the Deputy Chief shall be paid a Sick Leave Buy Back not to exceed \$22,118.40. This amount is predicated on the present value (June 2020) of an existing benefit and shall not be increased in value. If the total amount of sick time available to the Deputy Chief at time of termination of service, should be less than 960 hours, the value of the sick leave buy back shall be calculated at \$23.00 per hour for those sick hours available to the Deputy Chief at time of separation.

## 7. BENEFITS

The TOWN agrees that the Deputy Chief shall receive any and all benefits generally available to full time non-union employees under the town's personnel policies and procedures.

- a. VACATION - the Deputy Chief shall receive six (6) weeks (30 working days) of vacation leave with pay on July 1st of each year of the contract. The annual accrual is provided in a lump sum for the convenience of the employee in scheduling time in the future, however, time is earned monthly and is pro-rated to July 1 when an employee separates from service. Such vacation shall be taken at such a time or times as shall be approved by the Chief. The Deputy Chief shall be allowed to rollover vacation days earned but not taken in accordance with Town Policies (currently 1.5X the annual accrual). Unused, accrued vacation, at the time of separation of employment is paid out.
- b. SICK LEAVE - the Deputy Chief shall be granted one (1) day per calendar month of service, up to twelve (12) days per year, which may be carried forward, without limit, until termination of service.
- c. HOLIDAYS - the Deputy Chief shall receive such holidays as provided by the Town of Pepperell Personnel Policy and Procedures Manual. At the time this contract was accepted, these are: New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, a half day on Christmas Eve.
- d. PERSONAL DAYS - the Deputy Chief shall receive three (3) personal days per year. Personal days must be used in each fiscal year of the contract and do not accumulate and are not reimbursable upon separation from employment with the TOWN.
- e. COUNTY RETIREMENT - the Deputy Chief shall be a member of the Middlesex County Retirement System with the appropriate percentage withheld from his salary and with appropriate payments made to the system by the TOWN, and shall receive the benefits provided by that system in accordance with the applicable law.
- f. BEREAVEMENT LEAVE - The Deputy 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.

- g. DEATH DURING TERM OF EMPLOYMENT – If the Deputy Chief dies during the term of employment, the TOWN shall pay to the Deputy Chief's estate all the compensation which would otherwise be payable to - the Deputy Chief up to the death date, including, but not limited to, earned but unused vacation.
  - h. PROFESSIONAL DEVELOPMENT - the TOWN recognizes its obligations to the professional development of the Deputy Chief, and agrees that the Deputy Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator. The Deputy Chief will be allowed to attend trainings, conferences, and professional development courses at the discretion of the Chief, without loss of vacation or other leave, and will be reimbursed by the TOWN for all expenses (including travel) incurred while attending or traveling to the aforementioned trainings, conferences and professional development courses.
  - i. CLOTHING ALLOWANCE - the Deputy Chief shall receive a credit of \$1,000.00 to pay for and maintain multiples versions of uniforms, professional attire and equipment not otherwise supplied. This credit shall be made in the customary manner for other Pepperell Police Officers, i.e.: direct pay to the vendor or reimbursement for approved purchases.
8. MODIFICATION No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties.
9. LAW GOVERNING This contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.
10. 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.
11. LENGTH OF CONTRACT
- a. The term of this agreement shall be for a period commencing upon signature date of contract to June 30, 2023. However, this contract may be extended as provided by its terms.
  - b. This contract shall be formally reviewed prior to its termination, and the Deputy Chief shall be advised of the TOWN's decision to renew or not renew this agreement ninety (90) days prior to its expiration date. If the Town fails to notify the Deputy Chief of a decision to not renew the contract or negotiate new terms at least 90 days prior to the expiration of the contract, the contract shall be automatically extended, on the then current terms, for an additional one-year period.


- c. If the decision is to renew, then the Deputy Chief or the TOWN 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.

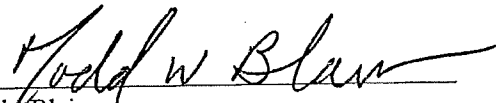
12. INDEMNIFICATION - To the extent permitted by law, the TOWN agrees to defend, save harmless and indemnify the Deputy Chief against any civil complaint, claim, demand, suit or judgement filed by any third party, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of the Deputy Chief's duties as the Deputy Chief of Police of the TOWN. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as the Deputy Chief.

13. FUNDING - The funding for this contract is subject to the appropriations of Pepperell Town Meeting.

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:

  
\_\_\_\_\_  
Andrew MacLean, Town Administrator

  
\_\_\_\_\_  
Todd Blain

	FY2021	FY2022	FY2023
Base Salary	\$ 116,490.68	\$ 119,402.95	\$ 122,388.02
Education Incentive	\$ 11,649.07	\$ 11,940.29	\$ 12,238.80
Total Compensation	\$ 128,139.75	\$ 131,343.24	\$ 134,626.82