

## TOWN OF HANOVER

550 HANOVER STREET, SUITE 29 HANOVER, MASSACHUSETTS 02339 781-826-5000 781-826-2261 Troy B.G. Clarkson Town Manager

## WORK AGREEMENT FOR - POLICE CHIEF

This agreement confirms and expressly outlines the salary and fringe benefits to which you shall be entitled as Chief of the Hanover Police Department from July 1, 2014 through June 30, 2017.

Your annual compensation will be \$137,710 for Fiscal Year ending June 30, 2015. The salary for the following two years will be determined following the annual review by the Town Manager. Your annual compensation includes base pay, vacation pay, holiday pay (including MGL Ch. 147:17F), personal days, recognition of educational degrees, years of service awards, and any other attainments which enhance your position as Police Chief.

Effective July 1, 1998, subject to the provisions of MGL Ch. 41 §108L in effect at the time of acceptance of Article 79 at the May 1998 Annual Town Meeting, if you have earned a degree in law enforcement from an approved College, you will receive payment (included in the annual compensation) in recognition of such degree using the formula in this statute.

You shall also be entitled to the following benefits:

- 1. Annual paid vacation of six (6) weeks. No compensatory time will be available under this contract. Up to two (2) weeks of vacation may be carried over from one year to the next, or compensated at the request of the Police Chief. Any such vacation time carried over must be used within six (6) months of the beginning of the year to which such time was carried over. All unused vacation leave shall be paid in full to you or to your estate upon your death, and upon separation from employment from the Town, unless such separation is due to just cause.
- 2. Holidays (included in the annual compensation) as follows:
  - 1. Christmas Day
  - 2. New Year's Day
  - 3. Martin Luther King Day
  - 4. Washington's Birthday
- 5. Patriots' Day
- 6. Memorial Day
- 7. Independence Day
- 8. Labor Day
- 9. Columbus Day
- 10. Veterans' Day
- 11. Thanksgiving Day
- 3. Bereavement leave of four (4) days in the event of death in your immediate family shall be given without loss of pay. For purposes of this paragraph, the term immediate family shall mean and include the following: Mother, Father, Mother/Father-in-law, Sister, Brother, Spouse, Child, Sister/Brother-in-law, Grandchild, Grandparent. Additionally one (1) day of bereavement shall be granted for the death of an Aunt/Uncle, Grandparent/in-law.
- 4. Sick Leave will be earned at the rate of ten days per year with all unused sick leave to accumulate from year to year up to maximum of two hundred fifty (250) days. Accumulation will continue to be calculated from the beginning of your employment with the Town. It is agreed to use only up to 150 accumulated sick leave days for purposes of sick leave buy back benefits. Said sick leave buyback will be payable to you

upon retirement directly into the Plymouth County Retirement System as verified by the County Treasurer or a Selectmen approved plan, or to your estate upon your death, of an amount of money equal to fifty (50%) of your accumulated sick leave time, up to a maximum of seventy-five days (75) days.

Upon reaching 25 or more years of service, you shall be eligible for a sick leave buy-back, payable to you upon your retirement directly into the Plymouth County Retirement System as verified by the County Treasurer or a Selectmen approved plan, or to your estate upon your death, an amount of money equal to seventy-five percent (75%) of your accumulated sick leave time, up to a maximum of 113 days based on a 260 day per diem. The amount due shall be paid in full within a reasonable time, but in no event later than thirty (30) days following the date of retirement or death, and shall be calculated using the rate of pay received by you on said date.

No loss of pay or sick leave will be incurred if you are absent from duty because of an injury sustained in the line of duty, for which you may be entitled to compensation under MGL Ch. 41, §111F, or if you are exposed to a contagious or infectious disease, as evidenced by a physician's report.

- 5. The Town will provide up to three (3) personal days per calendar year for absence for personal business.
- 6. The Town shall make available life insurance as allowed by MGL Ch. 32B §11A and §11D. The Town has purchased on your behalf while you are an employee of the Town a life insurance policy in the amount of \$5000 subject to your filing the appropriate forms with the Treasurer's Office.
- 7. You shall be provided an opportunity to join the Town of Hanover's Group Insurance Plan, which provides for group life insurance, group hospitalization and surgical benefits, and extended benefits care for employees and retired employees, and their eligible dependents, with the premium shared equally (50%-50% basis) between the employee and the town. Admission to membership in said plan, and entitlement to its benefits, shall be in accordance with the terms and conditions of the contract between the Town and the insurance carrier.
- 8. The Town will require and pay for a physical examination every other year. A clothing allowance of \$1,000 and uniform cleaning allowance of \$750 will be provided by the town as reimbursement for appropriate expenses.
- 9. Professional Development. You are encouraged to attend courses and training seminars offered by the International Association of Chiefs of Police, Massachusetts Chiefs of Police Municipal Police Institute, or other courses relating to Criminal Justice or Management, paid by the town. Appropriate notification will be made to the Town Manager regarding your absence while attending such training.
- 10. The Town agrees to defend, indemnify and hold harmless the Chief from liability arising from negligence in accordance with the applicable provisions of MGL Ch. 258.

11. This position shall be considered full-time employment and you shall not hold other public office, elective or appointed, or perform any other compensated employment without the consent of the Town Manager.

It is understood and agreed that you shall be granted a leave of absence from the position as a Lieutenant in the Hanover Police Department for the duration of this appointment or any subsequent reappointment to the position of Chief. In the event you are not reappointed as Chief, you shall be entitled to return to the rank of Lieutenant.

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Date: 0.10.14

cc: Accountant Treasurer Personnel POLICE CHIEF

Walter L. Sweeney