

TOWN OF HANOVER

550 HANOVER STREET, SUITE 29 HANOVER, MASSACHUSETTS 02339 781-826-5000 ext. 1084

Joe Colangelo Town Manager

WORK AGREEMENT Walter L. Sweeney Chief of Police

This agreement confirms your continued employment as the Town of Hanover's Chief of Police in accordance with the Town of Hanover's General Bylaws §4-14 (1).

- 1. Your annual compensation starting July 1, 2020 shall be \$185,000 and shall not be (re)adjusted any earlier than June 30, 2023, unless otherwise negotiated by you and the Town Manager and approved by the Board of Selectmen.
- 2. You shall be entitled to eight (8) weeks of vacation for each fiscal year of this contract. When the Chief separates from service there will be no payment for accrued vacation time. For accumulated vacation days earned prior to July 1, 2019, pursuant to all of the terms cited and signed by the Board of Selectmen's letter dated April 22, 2008 you shall agree to hold the value of that at \$22,000, and shall allow the Town Manager to distribute said benefit to you or beneficiary between June 1, 2019 and July 1, 2020.
- 3. Holidays see Police Chief Work Agreement signed May 2, 20172.
- 4. Bereavement leave see Police Chief Work Agreement signed May 2, 2017.
- 5. Sick Leave You shall begin each fiscal year with ten (10) new sick days. When the Chief separates from service there will be no payout of accrued sick leave.
- 6. Personal days see Police Chief Work Agreement signed May 2, 2017.
- 7. Life insurance see Police Chief Work Agreement signed May 2, 2017.
- 8. Group Insurance see Police Chief Work Agreement signed May 2, 2017.
- 9. Physical examination see Police Chief Work Agreement signed May 2, 2017, Bullet Point #8.
- 10. Clothing allowance see Police Chief Work Agreement signed May 2, 2017.
- 11. Professional development see Police Chief Work Agreement signed May 2, 2017.

² Attached

WAL



¹ Attached



TOWN OF HANOVER 550 HANOVER STREET, SUITE 29

HANOVER STREET, SUITE 29 HANOVER, MASSACHUSETTS 02339 781-826-5000 ext. 1084 Joe Colangelo Town Manager

- 12. Indemnification, hold harmless, liability · see Police Chief Work Agreement signed May 2, 2017, Bullet Point #10.
- 13. You shall have the ability to pursue appropriate outside employment including but not limited to teaching, consulting, etc. so long as it does not interfere in anyway with your primary responsibilities as Chief of Police nor does it create an actual or perceived conflict of interest.
- 14. On the final payday of each calendar year (December) a payment of \$18,000 will be made into your deferred compensation plan.

Joe Colangelo, Town Manager

Walter L. Sweeney, Police Chief

12. NOV. 2019

Date

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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 - 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, 2017 through June 30, 2020.

Your annual compensation will be \$156,096 for Fiscal Year (FY) 2018. The salary for the following two years will as noted below, upon successful completion of 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. The salary for FY 2019 shall be \$166,265 and for FY2020 the salary shall be \$176,603.

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

5. Patriots' Day

9. Columbus Day

2. New Year's Day

6. Memorial Day

10. Veterans' Day

3. Martin Luther King Day

7. Independence Day

11. Thanksgiving Day

- 4. Washington's Birthday
- 8. Labor 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 continue to accumulate at the rate of ten (10) days per year, but 113 days will be reduced from the total accumulated amount to be distributed in accordance with the compensation as noted above.

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.

- 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.
- 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.
- 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.

TOWN MANAGER

POLICE CHIEF

Trov B.G. Clarkson

Walter I Sweeney

Datas

cc: Accountant/Treasurer

Personnel File

(JC)