

TOWN OF HANOVER 550 HANOVER STREET, SUITE 29

HANOVER, MASSACHUSETTS 02339 781-826-5000 781-826-2261 Joe Colangelo Town Manager

WORK AGREEMENT – POLICE CHIEF Tim Kane

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 March 1, 2022 through December 31, 2024. The Police Chief's continued employment and appoint to this position is subject to the provisions in Section 4-14 of Hanover's General Bylaws.

Your annual compensation will be:

- Annual Salary Equivalent to \$165,000 from March 1, 2022 until June 30, 2023
- Annual Salary Equivalent to \$168,000 from July 1, 2023 to December 31, 2024
- Deferred Compensation towards an Eligible 457 plan in your name in the amount of \$10,000 each year starting December 1, 2023

You shall also be entitled to the following benefits:

- 1. Annual paid vacation of twenty five (25) days. Vacation days may not roll-over from one fiscal year to the next. Unused annual vacation days will not be compensated in anyway. No compensatory time will be available under this contract. 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) are pursuant to the Town of Hanover's Select Board Policy and Procedures Section 5.
- 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 accrue at a rate of ten (10) days per year. You will not be eligible for sick-leave buy back at any time during your employment as Police Chief or upon separation from employment. 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. In the event of an illness exceeding the allotted and accumulated sick time, the Town may, at the sole discretion of the Town Manager, authorize leave in excess of accumulated amounts.
- 5. The Town will provide up to three (3) personal days per calendar year for absence for personal business.
- 6. The Town agrees to provide you with a Command Vehicle. The vehicle shall be provided with emergency communication devices to facilitate contact between the Police Chief and the Police Department personnel and apparatus as well as other agencies and vehicles.
- 7. 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 \$5,000 subject to your filing the appropriate forms with the Payroll/Benefits Office.

- 8. 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.
- 9. 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.
- 10. Professional Development. You are encouraged to attend courses, conferences, training seminars, etc. 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 within the confines of the approved budget. Appropriate notification will be made to the Town Manager regarding your absence while attending such training.
- 11. 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. Any gross negligence or misconduct voids indemnity.
- 12. The position of Chief of Police is a 24/7/365 commitment and you shall not hold other public office, elective or appointed, or perform any other compensated employment for the Town of Hanover or any other employer, without the written consent of the Town Manager. In support of any request under this provision, the Chief shall provide the Town Manager with detailed information regarding time-commitment(s) and duties and will certify in writing that no conflict of interest or appearance of a conflict of interests exists. The parties agree that the Town Manager may approve or reject any requests under this provision in his sole discretion at any time.
- 13. You agree to give the Town 90 days' notice should you choose to leave the employ of the Town as the Police Chief.

14. It is understood and agreed that you shall be granted a leave of absence from the position of Sergeant in the Hanover Police Department for the duration of the probationary period of your appointment.

Joe Colangelo, Town Manager

Date: 1-MZRCH-2022

Tim Kane, Police Chief

Date: 211 13037

Approved by Select Board:

David Delaney, Chair

Phonde J. Lyn

Rhonda Nyman, Vice Chair

Vanessa O'Connor

Steve Louko

John Tuzik