

**TOWN OF HUBBARDSTON
EMPLOYMENT AGREEMENT**

This Agreement, made and entered into this 12th day of February, 2018 pursuant to M.G.L. Chapter 41, §1080, by and between the Town of Hubbardston, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter called the "Town" acting by and through its Board of Selectmen, hereinafter called the "Board" and Dennis G. Perron of Barre, Massachusetts, hereinafter called "Perron", as follows:

WITNESSETH:

WHEREAS, the Town desires to continue to employ the services of said Perron as Chief of Police of the Town of Hubbardston;

WHEREAS, the Board, under Chapter 41, §1080 of the General Laws may contract with the Chief of Police for such services;

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Perron;

WHEREAS, it is the desire of the Board to retain the services of Perron, and to provide inducement for him to remain in such employment; and

WHEREAS, Perron agrees to continue employment as Chief of Police of said Town.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Functions and Duties.

The Town hereby offers to employ said Perron as Chief of Police of said Town and Perron accepts said offer. Perron shall perform the duties specified in the Chief of Police job description attached hereto. (Addendum A)

2. Term.

This Agreement shall be effective on July 1, 2018 and shall remain in full force and effect until June 30th, 2021.

3. Termination or Renewal of the Agreement. This Agreement may be terminated during its term by

- Mutual agreement of the parties;
- Retirement or resignation of Perron. In the event that Perron voluntarily terminates his position with the Town before the expiration of the term of this Agreement, Perron shall give the Town sixty (60) days' written notice in advance, unless the parties agree otherwise. No vacation time may be taken during the last ten (10) days of employment unless approved by the Selectboard. A copy of his resignation must be filed by Perron with the Town Clerk.
- Death of Perron;
- Termination or discipline of Perron for just cause.

It is understood by both parties that at the end of contract neither party shall have any further obligations to the other. It is also understood that nothing contained herein prevents the parties from reaching a new contractual agreement should they both wish to. However the failure to do so does not imply a breach of this agreement and nor will it trigger any severance, termination or any other payments to Perron from the Town. The Selectmen and the Town Administrator agree to provide

a twelve (12) month notice regarding their intent to renew, or not renew, the contract.

4. Severance Pay.

If Perron is terminated by the Town for any reason other than for just cause, or in the event Perron resigns following a formal suggestion by the Town that he resign before the expiration of the then applicable term of employment, the Town agrees to pay Perron a lump sum severance payment of five (5) months' salary and vacation benefits.

5. Disciplinary Action.

The Board may suspend or terminate the services of Perron or impose other disciplinary measures for just cause during the term of this Agreement. If the Board intends any such action, the following procedures will be followed:

- a. Upon vote of a majority of the Board taken at a meeting to which the provisions of MGL Ch. 39 §23B will apply, the Board will place Perron on paid administrative leave and suspend him from performance of any duties. The Board will mail or deliver to Perron written notice of the paid administrative leave which shall state the reason or reasons for the leave, the Board's intention to consider disciplinary action up to and including termination, and a date for a hearing within thirty (30) days on the matter. Perron shall be provided with fourteen (14) days advance notice of such hearing to consider disciplinary action.
- b. This hearing will be subject to the requirements of the Open Meeting Law. At this hearing, Perron may be present, may speak and have others speak on his own behalf, may question any witness, and may have legal counsel present for the purposes of advising Perron and presenting arguments on his behalf.
- c. No later than seven (7) working days after this hearing, the Board will vote on whether to terminate the employment of Perron, impose an unpaid leave, or impose other disciplinary measures that may include reduction in pay. If a majority of the Board votes to terminate the employment of Perron, the termination will be effective on the day following such vote, and Perron will be paid all salary and vacation benefits earned through the effective date of his termination. In the event that a majority of the Board votes to place Perron on leave without pay or impose other disciplinary measures, the terms of such discipline will be delivered to him in writing within seven (7) days of the vote taken by the Board.
- d. The Chief of Police may appeal any discipline or discharge within 14 calendar days to the Massachusetts Division of Labor Relations or its successor agency. They may also order a restoration of pay and benefits.
- e. The Chief of Police may appeal any discipline or discharge upheld by the Massachusetts Division of Labor Relations or its successor agency pursuant to M. G. L c150 C, to the Worcester Superior Court Department.

6. Compensation

For the period July 1, 2018 through June 30, 2019 (FY19) the Town agrees to pay Perron for professional police management services rendered under this agreement a base salary of \$95,000. To that base salary will be added certain sums dependent on the results of his annual performance evaluation to be conducted in the first week of July, 2018. A resulting FY 19 performance rating of "meets expectations" shall add a 2% COLA to the base salary. A performance rating of "exceeds expectations" shall add the 2% COLA and in addition add a 1.5% step increase. A rating of "does not meet expectations" shall result in no increase in salary for that fiscal year. The failure to provide an evaluation shall be deemed as "meets expectations". The salary that results from the evaluation process for FY 19 shall become the

base salary for the next fiscal year (FY20) and the evaluation process and eligibility for the 2% and 1.5% percentage amounts shall be repeated. The same process with the same percentages shall continue in FY21.

Example for FY19

EVALUATION RESULTS	BASE SALARY	\$95,000	FY19 Salary
“Meets Expectations”	COLA 2%	\$ 1,900	\$96,900
“Exceeds Expectations”	Step Increase	\$ 3,325	\$98,325

Longevity – During the term of this contract Perron will receive a yearly longevity benefit in the amount of \$3500. This benefit would be paid as a stipend on or before December 1st of that fiscal year. The chief must work at least 1 day of that fiscal year to receive stipends.

The Chief of Police is an exempt employee under the Fair Labor Standards Act and is not entitled to any overtime pay.

Should Perron be called out due to an emergency on a holiday, he shall be granted an additional day's pay. This pay shall be limited to (6) six town observed holidays, at 8 hours of straight time during each fiscal year,

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of Perron, except to the degree such a reduction is evenly applied across the board for all other employees of the Town or except where such reduction is made as part of a disciplinary action.

If Perron dies during the term of this Agreement, the Town shall pay to Perron's estate all salary and accrued vacation, which would be otherwise payable to Perron up to the date of his death.

7. Hours of Work.

Perron shall be required to devote the amount of time necessary to effectively, professionally, and diligently discharge the duties of Chief of Police, and manage the affairs of the Town of Hubbardston Police Department, and the employees under his supervision. Perron's work week shall ordinarily consist of a five-day week, Monday through Friday, of forty (40) hours, in addition to evening and/or weekend hours that may be necessary from time to time in order to properly discharge his duties. Due to occasional variations in work demands, the Town will allow reasonable flexibility in these hours with the variations to be reported to Perron's Board liaison. in addition to working a five (5) and two (2) schedule, the Chief, will be compensated **five (5)** administrative days that will be used as days off. These days off will be used at the Chief's and **Select Board liaisons'** discretion These days will not create overtime and the Chief will remain available if needed.

Perron is to be available to the Town at all times of the day through the entire year, except during periods of illness or approved vacation, and shall provide the Hubbardston Police Department with efficient means of communication and contact when he is either off duty, or out-of-town for any and all reasons. If Perron is required due to an emergency to work more than four (4) hours of additional time beyond his normal work hours in a 48-hour period, he may make a request to the Board, within two weeks of the additional time being worked, that the Board grant him compensatory time off calculated at one hour of compensatory time for each excess hour worked. Board approval must be received before compensatory time is taken. Approved compensatory time must be taken within two weeks of the date granted, unless the Board grants an exception.

8. Benefits.

Subject to this Agreement, Perron shall be entitled to sick leave, personal leave, leave of absence, and jury duty leave equivalent to those defined in the Hubbardston Police Departments Collective Bargaining Agreement. Perron shall receive four (4) weeks of paid vacation during the term of this contract. With the approval of the Town Administrator, Perron may carry over one week of vacation into the next fiscal year. Any such vacation carryover must be used by September 1st. For accrual and use of the types of leave in this section, Perron's anniversary date shall be considered July 1.

9. Consulting and Teaching Activities.

Nothing in this Agreement shall prevent Perron from performing consulting and teaching activities provided such activities do not violate M. G. L. Chapter 268A. Any such activities are to be performed outside normal work hours for the Town, unless prior approval of the Board has been received.

10. Professional Development.

The Town will pay for the registration, travel, and subsistence expenses for Perron for short courses, institutes, and seminars within Massachusetts that are necessary for his professional development and for the good of the Town, and will reimburse Perron for reasonable expenses incurred in connection with his attendance at meetings of appropriate professional organizations within Massachusetts. Subject to appropriation for out-of-state travel in accordance with Massachusetts Law and with prior approval of the Board, the Town will pay for Perron's registration, travel and subsistence expenses for one out-of-state conference or seminar every other year.

11. Dues and Subscriptions.

The Town will pay for the dues and subscriptions of Perron necessary for his membership in appropriate professional associations. Payment by the Town for such dues and subscriptions shall be limited to \$1000.00 per fiscal year for FY19, FY20, and FY21.

12. Uniform Allowance.

Perron shall receive \$1200.00 per year during the term of this contract as a uniform and equipment allowance. This allowance shall be paid to Perron upon submission of receipts showing the items purchased and/or may be paid directly to a uniform supplier upon submission of an invoice. In cases that this amount is not used any remaining funds will be paid to Chief Perron at the end of the fiscal year.

13. Vehicle.

The Town shall provide a Town-owned vehicle for use by Perron. The Town shall pay for all operating and maintenance expenses and insurance. This vehicle is to be used by Perron in the performance of his duties as Chief of Police and for travel to events attended for professional development. Perron will also be allowed personal use of said vehicle within the Commonwealth of Massachusetts. In the event that a Town vehicle is not available or an emergency occurs when Perron has no access to a Town vehicle, and Perron is required to use his own private vehicle for his duties as Chief of Police, he will be reimbursed for mileage at the Town rate.

14. Cell Phone.

Perron shall be issued a cell phone paid by the Town to be used for Town business.

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17. Performance Evaluation.

Prior to the start of each fiscal year, the Board, Town Administrator and Perron shall annually define such goals and performance objectives as they determine necessary for the proper operation of the Police Department in the next fiscal year. The goals and objectives shall be reduced to writing and shall be attainable within the time limits specified and within the annual operating budgets and appropriations provided by the Town. Prior to the start of the next fiscal year, the Board and Town Administrator shall, using the Town's Performance Evaluation format, annually review and evaluate the performance of Perron relative to the defined goals and objectives, and shall use the evaluation results as a basis to determine Perron's base pay for the upcoming fiscal year. The Town Administrator shall provide an adequate opportunity during the evaluation process for Perron to discuss his evaluation with the Town Administrator and the Board, or their member designee.

18. Indemnification.

The Town shall defend, indemnify and save harmless Perron against any tort, professional liability, claim or demand, or other legal action, whether groundless or arising out of an alleged act or omission occurring in the performance of his duties as Chief of Police, even if said claim has been made following he/she termination from employment, provided that Perron acted within the scope of his duties, in accordance with M.G.L. Chapter 258 and the limits there under.

Provided Perron acted within the scope of his duties, the Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to Perron.

This section shall survive the termination of this Agreement.

19. Other Terms and Conditions of Employment.

- a. All provisions of law of the Commonwealth of Massachusetts relating to retirement shall apply to Perron.
- b. This Agreement shall prevail over any conflicting provisions of the Town's personnel policies, ordinances, rules or regulations.

20. Subject to Appropriation

Any part of this Agreement that authorizes the expenditure of funds is subject to appropriation by Town Meeting.

21. Entire Agreement.

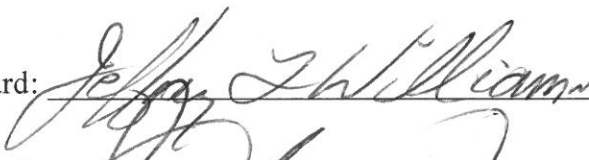
This Agreement embodies the whole Agreement between the Board and Perron, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained in this Agreement and the Town of Hubbardston Personnel Policies and Procedures. This Agreement may not be changed except by written approval of both parties.

22. Invalidity. if any paragraph or part of this Agreement is determined to be invalid, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the Town of Hubbardston, Massachusetts, has caused this Agreement to be signed and executed on its behalf by the Board and Perron has signed and executed this Agreement, both in duplicate.

FOR THE TOWN OF HUBBARDSTON:

Chair, Selectboard: 

Selectboard: 

Selectboard: 

Selectboard: 

Selectboard: 

Town Administrator: 

Dennis G. Perron:  2/12/18

Date: 2-12-2018