

**EMPLOYMENT AGREEMENT BETWEEN THE
TOWN OF BOXFORD
AND
THE CHIEF OF POLICE
(7/1/18 – 6/30/21)**

THIS AGREEMENT, pursuant to Chapter 41, Section 108O of the Massachusetts General Laws, is made and entered into this 9th day of July, 2018, by and between the Town of Boxford, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Board of Selectmen, hereinafter called the "Board"), and James B. Riter, hereinafter the "Chief," "Chief of Police," or "Chief Riter," as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Chief Riter as the Chief of Police and the head of the Town's Police Department;

WHEREAS, the Board, under Chapter 41, Section 108O of the Massachusetts General Laws may contract with the Chief of Police for such services;

WHEREAS, the Town and the Chief recognize and acknowledge the provisions of local and state laws with respect to the duties and obligations of Chiefs of Police and Boards of Selectmen, as the same may change from time to time, including but not limited to Massachusetts General Laws Chapter 41, Section 97 (herein collectively called "laws"); and

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

WHEREAS, the Chief agrees to accept employment as Chief of Police of said Town and is willing to perform the duties of the position of Chief of Police according to the terms and conditions of this Agreement; and

WHEREAS, the Town, pursuant to Massachusetts General Laws Chapter 41, Section 97, has appointed Chief Riter as the Chief of Police and the head of the Boxford Police Department and the Chief has accepted the Town's appointment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Town and the Chief hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract and the conditions of employment to which said Chief shall be entitled as Chief of Police.

1. EMPLOYMENT

The Town hereby agrees to continue to employ under contract Chief Riter as Chief of Police for the Town of Boxford, pursuant to Massachusetts General Laws Chapter 41, Section 97, and the Chief hereby accepts such contract of employment.

2. TERM

The term of this Agreement shall be a period commencing as of July 1, 2018, and ending June 30, 2021, unless this Agreement is terminated sooner as provided in Sections 13 & 14 of this Agreement. Termination of the Chief's employment for any reason shall also terminate this Agreement.

3. DUTIES

- A. The Chief shall be responsible for combating crime and maintaining public safety and order.
- B. The Chief shall command and supervise the Police Department under the general direction of the Board of Selectmen or its designee. The Chief shall be the chief operating officer for the police department and shall be the commanding officer of all department officers and employees, irrespective of rank or status. The Chief shall be charged with the effective and impartial enforcement of all Town rules, by-laws and state laws for the protection and safety of all citizens who live in or who visit the Town.
- C. Subject to Chapter 41, Section 97 of the Massachusetts General Laws, the Chief shall have direct charge of all law enforcement activities of the police department, shall be responsible for the planning, organizing, directing, and coordinating police operations and shall exercise authority in the assignment and minor discipline of all police department officers and employees, the supervision and control of all department equipment and motor vehicles belonging to or used by the police department, and the establishment of weapons, ammunition, uniforms, equipment, and vehicle specifications for the police department.
- D. Subject to Chapter 41, Section 97 of the Massachusetts General Laws, the Chief shall have authority to formulate police department rules and regulations and establish procedures and maintain control over all Town property used by the department. The Chief shall prepare written operational policies and procedures for the police department and periodically update the same as appropriate.
- E. The Chief shall be responsible for the preparation of the police department's yearly budget and shall perform such other legally permissible and proper duties and functions as the Board of Selectmen and the Town Administrator, shall, from time to time assign.

- F. The Chief's duties shall also include those duties and responsibilities contained in the Chief of Police job description attached hereto as Exhibit A.

4. HOURS OF WORK

- A. The position of Chief of Police is a twenty-four (24) hour, seven (7) per week, on-call, position. The Chief agrees to work full-time and to devote that amount of time and energy which is necessary for the Chief to faithfully, professionally, and competently perform the duties of Chief of Police.
- B. It is recognized that the Chief of Police must devote a great deal of time outside the normal office hours to the business of the Town in order to fully and professionally perform all the obligations, responsibilities, and duties of Chief of Police, and to that end, the Chief of Police shall be allowed to take reasonable compensatory time off as he shall deem appropriate during normal office hours at such time which the Chief reasonably determines will adversely impact Department operations least, with prior notice and coordination with the Town Administrator. The Chief may accept no other employment without the prior written approval of the Board of Selectmen.
- C. The Chief will make arrangements for command of the Department when he is absent from the Town or on vacation or other leave.

5. COMPENSATION

- A. In consideration of employment, the Town agrees to pay the Chief the following base salary:
- 1) Effective July 1, 2018, the Chief shall be paid an annual salary of \$112,295.
 - 2) Subject to the Chief meeting the performance standards of the position of Chief of Police and a successful performance evaluation as described in Section 16 of the Agreement. This Agreement may be reopened for the purposes of negotiating a change in the Chief's base salary and conditions of employment, but only for Fiscal Year 2020 (i.e., from July 1, 2019 – June 30, 2020) and again for Fiscal Year 2021 (i.e., from July 1, 2020 – June 30, 2021)
- B. The Chief's salary shall be paid at such intervals as is customary with the Town's employees, subject to applicable withholdings and deductions, and otherwise in conformity with the normal payroll practices of the Town.
- C. For the purposes of the Fair Labor Standards Act, Chief Riter shall be an exempt employee.

6. INDEMNIFICATION

A. The Town agrees that it shall defend, save harmless and indemnify Chief Riter against any tort, professional liability claim, demand, or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act, omission, and any other suit brought against the Town or Chief Riter in his capacity as Chief of Police, or occurring in the performance of the Chief's duties as Chief of Police of the Town, provided that Chief Riter acted in good faith and within the scope of his duties. This provision does not cover indemnification for criminal acts or suits by the Chief against the Town or any of the Town's current or former officials, officers, employees, attorneys and/or agents.

B. This section shall survive the termination of this Agreement.

7. INJURED ON DUTY

As a sworn police officer, the Chief shall be entitled to "Injured on Duty" benefits as provided in M.G.L. Chapter 41, Sections 111F and 100.

8. INSURANCE

A. Professional Liability Insurance

The Town agrees to furnish at its expense, if available for purchase and provided it is at a reasonable cost as determined by the Town, professional liability insurance for the Chief of Police with liability limits of One Million (\$1,000,000.00) Dollars.

B. Health and Life Insurance

The Chief of Police shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible. The Town agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to officers of any rank of the Police Department.

9. OTHER PERSONAL BENEFITS

The Chief shall be entitled to all employee benefits currently provided pursuant to the Boxford Town Code, Chapter 23, Personnel, except as superseded or expanded by this Agreement, which shall prevail over the Town Code.

A. The Chief shall accrue sick leave at the rate of four (4) hours for every eighty (80) regularly scheduled hours up to a total of eight hundred and eighty (880) hours of sick leave. Provided the Chief has worked for at least 25 consecutive years as an employee of the Town, the Town agrees to pay a lump sum payment to the Chief amounting to up to 50% of the up to eight hundred and eighty (880) hours of sick leave accrued but unused at the time of the Chief's retirement. In order to be eligible for the lump sum payment of up to 50% of up to eight hundred and eighty (880) hours of accrued, unused sick leave at the time of the Chief's retirement, the

Chief must provide the Town with a one-year written advance notice of the intent to retire.

- B. The Chief shall be allocated Two hundred (200) hours of vacation leave each year upon his hire date anniversary. Vacation leave, when allocated as accrued, should be taken within the ensuing twelve-month period. With the permission of the Town Administrator, upon each hire date anniversary, up to, but not exceeding, 40 vacation leave hours accrued but not used may be carried over into the next twelve-month period. The Chief shall be paid for any accrued, unused vacation and any accrued, unused holiday leave at the termination of his employment with the Town.
- C. The Chief of Police shall accrue four (4) eight-hour days of paid personal leave at the commencement of each fiscal year, to be taken in increments as needed. Unused personal days at the end of the fiscal year shall be paid in straight time to the Chief as additional compensation in the same manner as full-time Boxford Police Officers.
- D. The Chief shall be eligible for a uniform allowance of one thousand, three hundred Dollars (\$1,300.00) per year.
- E. The Chief of Police, as employed by the Town as a Police Officer, shall be included on the "Paid Police Detail Rotation List" as it is defined in the collective bargaining agreement between Teamsters Local #25 and the Town of Boxford, Article #19. The Chief shall fully participate in the rotation list and the current and usual detail assignment procedure. The Chief agrees to not seek detail assignments during hours that the Masconomet and/or Boxford Elementary School System is in regular session.
- F. The Chief shall receive holiday pay for each of the following eleven holidays granted under and in accordance with the Town of Boxford Code, Chapter 23, Section 23-6(C):

- | | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veterans' Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

Pursuant to Massachusetts General Laws Chapter 147, Section 17F, and the Town's policy for its Police and Fire Chiefs, the Town agrees that the Chief of Police is considered on duty at any time on the holidays listed above, and he shall be granted an additional day's pay. Said pay shall be added to the Chief's annual base salary.

10. PROFESSIONAL DEVELOPMENT/DUES AND SUBSCRIPTIONS

- A. Subject to appropriation, the Town agrees to budget up to \$1,400.00 per year during each year of this Agreement, and, subject to appropriation, to pay for (1) reasonable

professional association membership dues and subscriptions of the Chief of Police for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the Town, including but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, and the applicable regional Police Chiefs Association, and (2) travel and subsistence expenses of the Chief of Police for employment-related short courses, Institutes, and seminars that, in the Chief's reasonable judgment, are necessary for his professional development.

- B. Said attendance by the Chief at such professional development events shall be without loss of vacation or other leave.
- C. The Chief agrees to notify the Town Administrator in advance of confirming his attendance at such courses, seminars, meetings and other professional development events, and agrees that his attendance at same is subject to the approval of the Board of Selectmen through the Town Administrator and the availability of appropriated funds for such expenses.
- D. The Chief agrees to submit a formal professional development plan by July 31st of each year, including, but not limited to, proposed administrative seminars and training at the International Association of Chiefs of Police, the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, and the applicable regional Police Chiefs Association to the Board of Selectmen for its consideration and approval. The formal professional development plan shall provide a general overview of specific types of training that will be undertaken during the year. The plan need not state the date and time on which the Chief will attend such training nor must it include the specific title of the program.

11. AUTOMOBILE

- A. The Town shall provide a police vehicle for use by the Chief of Police and shall pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief of Police in connection with the performance of his duties as Chief of Police and for his professional growth and development. Although the Chief of Police will have the exclusive 24-hour use of a police vehicle because he is "on call" 24 hours per day, 7 days per week in the event of an emergency, such vehicle may only be used by the Chief for limited personal use, but may not be driven by his family members or any other person. The Chief may, however, transport his immediate family members as passengers in such vehicle for limited, incidental purposes only. The vehicle may not be used for personal purposes in excess of thirty (30) miles distance from either the Chief's home or the Boxford Police Station without the express prior permission of the Town Administrator. The Chief will be responsible for any retirement contributions resulting from the availability and use of such vehicle.

- B. Specific vehicle assignment shall be as assigned by the Board of Selectmen.

12. DEATH DURING TERM OF EMPLOYMENT

If the Chief of Police dies during the term of his employment, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief of Police up to the date of the Chief's death, including, but not limited to, payment for any unused vacation leave days.

13. DISCIPLINE OR DISCHARGE

- A. It is agreed that Chief Riter can be suspended or discharged only for just cause during the term of this Agreement, as determined by the Board by a majority vote, upon proper notice given at least 14 days prior to the hearing, and only after a hearing in accordance with M.G.L. c. 41, § 97 at which Chief Riter shall have the right to be represented by his counsel. Chief Riter shall have the option of choosing whether or not any such hearing shall be closed or open to the public. During any such hearing, the Chief shall be allowed to answer, either personally or through his counsel, any of the charges made against him.
- B. The "Recommended Minimum Qualifications" as listed in the job description attached as Exhibit A are a requirement and condition of continued employment. Failure by the Chief to possess or maintain any of the stated qualifications shall constitute cause for dismissal. As well, to the extent permissible by law, the failure of the Chief to perform any of the "Essential Functions" of the position of Chief of Police as listed in the job description attached as Exhibit A shall also constitute cause for dismissal. Similarly, as the certifications and licenses set forth in Section 17 below are conditions of employment, the failure of the Chief to possess, maintain and/or otherwise meet such certification and license requirements shall also constitute cause of dismissal.

14. OTHER TERMINATION

This Agreement may be terminated during its term by:

- A. Mutual agreement of the parties upon such terms and conditions as may be acceptable to both parties at the time of termination; or
- B. The Town by 4/5ths vote of the Board of Selectmen. That is, the Town shall have the right to request the resignation of or may terminate the employment of the Police Chief prior to expiration of the term of this Agreement, by 4/5ths vote of the Board of Selectmen. In the event the Police Chief resigns at the request of the Board of Selectmen or is terminated by such 4/5ths vote of the Board, the Town shall pay the Police Chief a payment equal to three (3) months aggregate salary, which shall be paid to the Police Chief within fourteen (14) days of his execution of a waiver and release of claims in a form supplied by the Board of Selectmen.

This payment is intended to settle all outstanding issues or disagreements between the Town and the Police Chief that may exist at the time of separation and by accepting the payment, the Police Chief shall forgo any other claim or action against the Town related to his employment by the Town. In the event the Police Chief is terminated for misconduct or breach of a material provision of this Agreement, the Town shall have no obligation to pay the severance provided for in this paragraph. In the event that the Board of Selectmen asks the Police Chief to resign or leave office, he shall be deemed to have been terminated by the Board for purposes of severance and unemployment compensation; or

- C. If the Chief intends to retire or resign voluntarily before the natural expiration of any term of this Agreement, then the Chief shall give the Board a minimum of sixty (60) days' advance written notice; or
- D. The death of Chief Riter, whereupon the Town shall pay the estate of Chief Riter an amount equivalent to all accrued salary and accrued, unused vacation leave.
- E. The termination of the Chief's appointment shall terminate this Agreement.

15. NO REDUCTION OF BENEFITS

The Town agrees that it shall not at any time during the term of this contract reduce the salary compensation or other benefits of the Chief of Police, except to the extent that such reduction is evenly applied across-the-board for all management employees of the Town.

16. PERFORMANCE EVALUATION

The Board, with the input of the Town Administrator, may review the performance of the Chief each year of this Agreement, in accordance with criteria as determined by the Board. The Board of Selectmen and the Chief shall define specific goals and performance objectives that both parties determine necessary for the proper operation and welfare of the Town and are consistent with the policy objectives of the Board of Selectmen. Performance evaluations shall be in a form and process as proposed by the Personnel Board for Department Head positions. The Board's performance evaluation of the Chief shall be held in public session and the Town Administrator may also be present and comment.

17. CERTIFICATION AND LICENSES

As a condition of his employment with the Town, the Chief shall (1) maintain Massachusetts Police Officer Certification; (2) possess and maintain in good standing a license to carry a firearm; (3) maintain current CPR certification; (4) meet all necessary first aid training requirements; (5) perform correctly defibrillator duties as necessary; and (6) possess a valid and current Massachusetts' driver's license.

18. MODIFICATION

No change or modification of this contract shall be valid unless it shall be in writing and signed by both of the parties.

19. LAWS GOVERNING

This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

20. SEVERABILITY OF PROVISIONS

If any clause of this 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.

21. NON-RENEWAL OF AGREEMENT

- A. If the Board decides not to renew this Agreement at its termination, the Board shall give the Chief written notice at least ninety (90) days in advance of the Board's intent not to reappoint the Chief for a subsequent term of office and not to renew this Agreement. No severance pay shall be required by the Town in the event the Board notifies the Chief of its intent not to renew this Agreement and not to reappoint him as Chief.
- B. If the Board fails to give at least ninety (90) days' advance written notice of its intent not to renew this Agreement, this Agreement shall automatically be extended on the applicable terms and conditions for an additional (1) year period.

22. NOTICE

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TOWN: Chairman of Board of Selectmen
Town of Boxford
7A Spofford Road
Boxford, MA 01921
- B. CHIEF OF POLICE: James B. Riter

23. CONTRACT EXTENSION FOR THE PURPOSES OF COMPLETING CONTRACT NEGOTIATIONS

In the event that a new Agreement is not negotiated prior to the expiration date of the present Agreement, the Board may re-appoint the Chief for an extension term which the Board deems appropriate to complete negotiations on a new Agreement. If re-appointment is approved and an extension term is voted by the Board, the present Agreement shall remain in full force and effect (with the exception that the Town shall not be required to provide the Chief with ninety days' notice of its intent not to re-appoint) until the end of such extended term or until a new Agreement is executed, whichever shall first occur. In no event does this section require re-appointment by the Board nor does it express or imply job security for the Chief. No severance pay shall be required by the Town.

24. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

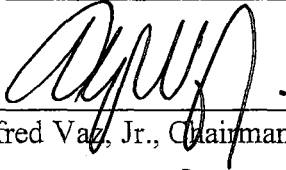
- A. All provisions of the law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Chief of Police as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Chief of Police, except as otherwise provided in this Agreement.
- B. All other general provisions of the Town's By-Laws relating to fringe benefits shall also apply to the Chief as they apply to other employees of the Town, in addition to said benefits enumerated specifically for the benefit of the Chief of Police, except as otherwise provided in this Agreement.
- C. This Agreement shall prevail over any conflicting personnel provisions in the Town of Boxford Code, its By-Laws or other Rules and Regulations

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

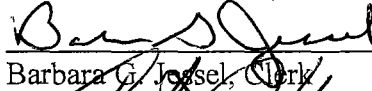
FOR THE TOWN OF BOXFORD

THE CHIEF OF POLICE

BOARD OF SELECTMEN:



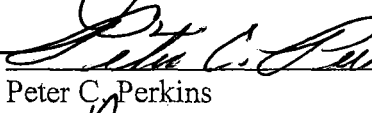
Alfred Vaz, Jr., Chairman



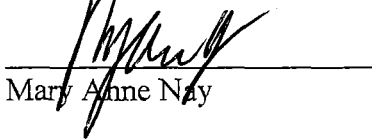
Barbara G. Jossel, Clerk



Charles J. Costello



Peter C. Perkins



Mary Anne Nay

Date: 7/9/2018



Chief James B. Riter

Date: 7/10/18