

**Contract of Employment  
Between**

**The Town of Ayer**

**And**

**Jennifer Bigelow  
Deputy Chief of Police**

**April 11, 2022 to June 30, 2025**

Agreement effective April 11, 2022 by and between the TOWN OF AYER (hereinafter the "TOWN") and Jennifer D. Bigelow, of Groton, MA (hereinafter the "DEPUTY CHIEF").

WHEREAS, the Town is desirous of securing the service of the DEPUTY CHIEF; and

WHEREAS the DEPUTY CHIEF is willing to perform the duties of DEPUTY CHIEF OF POLICE according to the terms and conditions of this contract; shall furnish Select Board, through the Town Manager, with evidence of professional training accomplishments; and

NOW, THEREFORE, the TOWN and the DEPUTY CHIEF hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said DEPUTY CHIEF shall be entitled.

**1. DUTIES**

Shall work under the administrative direction of the Chief of Police and the policy direction of the Select Board, through the Town Manager.

Shall perform work in accordance with applicable Massachusetts General laws, Town Policies, Town By-Laws, the official Job Description for the DEPUTY CHIEF OF POLICE and all relevant Federal, State and Local regulations and standards.

Shall at all times represent the TOWN in a professional or ethical manner and shall perform additional duties as the Chief of Police reasonably directs.

**2. HOURS OF WORK**

- a. The DEPUTY CHIEF agrees to devote that amount of time and energy which is reasonably necessary for the DEPUTY CHIEF to faithfully perform the duties of the DEPUTY CHIEF under this contract.
- b. It is recognized that the DEPUTY CHIEF may devote a great deal of time outside the normal office hours to the business of the TOWN, and to that end, the DEPUTY CHIEF shall be allowed, upon notification of the CHIEF, to take compensatory time off as he shall deem appropriate during said normal office hours at such time which the DEPUTY CHIEF reasonably determines will adversely impact department operations the least.

### **3. INSURANCE**

#### **a. Professional Liability**

The TOWN agrees to furnish, at its expense, professional liability insurance for the DEPUTY CHIEF OF POLICE with liability limits of One Million (\$1,000,000) Dollars.

#### **b. Health and Life Insurance**

The DEPUTY CHIEF shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible.

#### **c. Injured On Duty**

As a sworn police officer, the DEPUTY CHIEF shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

### **4. GENERAL EXPENSES**

The TOWN agrees that if expenses of a non-personal and job-related nature are incurred by the DEPUTY CHIEF, after having been pre-approved by the CHIEF, the TOWN will reimburse said expense according to the normal warrant process.

### **5. AUTOMOBILE**

The TOWN shall provide the use of a police vehicle for the DEPUTY CHIEF OF POLICE and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the DEPUTY CHIEF in connection with the performance of her duties as DEPUTY CHIEF and for her professional growth and development. It may be used by the DEPUTY CHIEF at times, in her best judgment, for personal reasons since the DEPUTY CHIEF is "on call" in the event of an emergency.

The DEPUTY CHIEF may, upon mutual agreement of both parties, use his own private automobile for her official duties as DEPUTY CHIEF. In the event such agreement is reached, the TOWN shall reimburse the DEPUTY CHIEF at the current rate listed by the IRS for all official business.

### **6. DISCIPLINE OR DISCHARGE**

The CHIEF OF POLICE may suspend and/or recommend to dismiss the DEPUTY CHIEF under the terms and conditions of this agreement and in accordance with the Massachusetts General Laws. Any dismissal shall terminate this agreement.

In the case of dismissal, the TOWN MANAGER shall give the DEPUTY CHIEF forty-five (45) days' notice and rights to a hearing, in accordance with Massachusetts General Law Ch. 30A, Section 21.

It is agreed that the DEPUTY CHIEF can be discharged only for just cause, upon proper notice, and only after a hearing for which the DEPUTY CHIEF shall have the right to be represented by counsel.

The DEPUTY CHIEF shall have the option of choosing whether or not the hearing shall be closed to the public or held as an open public hearing. The DEPUTY CHIEF may appeal any discharge or discipline by the appointing authority, after such hearing to the American Arbitration Association. The cost for such arbitration shall be split equally between the DEPUTY CHIEF and the Town.

## **7. COMPENSATION**

Effective April 11, 2022 the DEPUTY CHIEF shall receive annual compensation of \$99,514.08 (Grade 15, Step 3). Additionally, the DEPUTY CHIEF shall receive any annual cost-of-living adjustment (COLA) as approved by Town Meeting during the duration of this contract. The parties agree that such compensation shall be paid on a bi-weekly basis, at the discretion of the Benefits and Payroll Manager.

Either party may request to reopen this section, for compensation only, one time in any fiscal year. Said request shall be made in writing.

## **8. BENEFITS**

The TOWN agrees that the DEPUTY CHIEF shall receive any and all benefits generally available to full time non-union employees under the town's personnel policies and procedures, with consideration to the benefits available to subordinate personnel in the Ayer Police Department.

### **a. VACATION**

The DEPUTY CHIEF shall receive five (5) weeks (25 working days) of vacation leave with pay on July 1st, 2022 and on July 1st in each subsequent year of the contract. Such vacation shall be taken at such a time or times as shall be approved by the Chief. The DEPUTY CHIEF shall not lose any earned time from

FY2022 in the transition to the position. The DEPUTY CHIEF shall be allowed to carryover fifty (50) hours of vacation time previously earned. This is a one-time carryover.

The DEPUTY CHIEF shall be allowed to rollover vacation days earned but not taken in an amount not to exceed two times the annual allowance. Unused, accrued vacation at the time of separation of employment is paid out.

b. SICK LEAVE

The DEPUTY CHIEF shall be granted fifteen (15) sick days per fiscal year. The DEPUTY CHIEF may accumulate up to 2080 hours sick leave.

c. HOLIDAYS

The DEPUTY CHIEF shall receive such holidays as provided by the Town of Ayer Personnel Policy and Procedures Manual.

d. PERSONAL DAYS

The DEPUTY CHIEF shall receive three (3) personal days off per year. Personal days must be used in each fiscal year of the contract and do not accumulate and are not reimbursable upon separation from employment with the TOWN.

e. COUNTY RETIREMENT

The DEPUTY CHIEF shall be a member of the Middlesex County Retirement System with the appropriate percentage withheld from her salary and with appropriate payments made to the system by the TOWN, and shall receive the benefits provided by that system in accordance with the applicable law.

f. DEATH DURING TERM OF EMPLOYMENT

If the DEPUTY CHIEF dies during the term of employment, the TOWN shall pay to the DEPUTY CHIEF's estate all the compensation which would otherwise be payable to the DEPUTY CHIEF up to the death date, including, but not limited to, earned but unused vacation and personal days.

g. PROFESSIONAL DEVELOPMENT

The TOWN recognizes its obligations to the professional development of the DEPUTY CHIEF, and agrees that the DEPUTY CHIEF shall be given adequate opportunities to develop her skills and abilities as a law enforcement administrator.

The DEPUTY CHIEF will be allowed to attend trainings, conferences, and professional development courses at the discretion of the Chief, without loss of vacation or other leave, and will be reimbursed by the TOWN for all expenses (including travel) incurred while attending or traveling to the aforementioned trainings, conferences and professional development courses.

The DEPUTY CHIEF will be allowed a one-time attendance to the FBI's National Academy under the same terms and conditions stated above.

h. EDUCATIONAL INCENTIVE

The DEPUTY CHIEF shall receive an annual Educational Incentive in the amount of 10% of her salary (Section 7 of this contract) for the attainment of a Bachelor's Degree in Criminal Justice and Psychology. Upon attainment of a Master's Degree in Public Administration she shall receive an annual Education Incentive in the amount of 14% of her salary (Section 7 of this contract).

i. TUITION REIMBURSEMENT

In each fiscal year of the contract, the DEPUTY CHIEF, may receive up to \$5,600 as reimbursement for tuition towards courses required for a higher education advanced degree Master's Degree and/or for other professional courses in law enforcement, leadership, management and/or other related courses.

j. CLOTHING ALLOWANCE

The DEPUTY CHIEF shall receive a credit of \$3,000 effective April 11, 2022 to pay and maintain multiple versions of uniforms, professional attire and equipment not otherwise supplied. The DEPUTY CHIEF shall receive a credit of \$1,750 for the second year (FY2024) and \$1750 for the third year (FY2025) to pay for and maintain multiple versions of uniforms, professional attire and equipment not otherwise supplied.

k. POLICE DEPARTMENT ACCREDITATION MANAGER STIPEND

In the addition to the salary figure identified in Section 7 herein, but part of the DEPUTY CHIEF'S regular salary, when the Department has attained the accredited status through the Massachusetts Police Accreditation Commission, the DEPUTY CHIEF shall receive a stipend of five percent (5%) of her salary under section 7, and on an annual basis for each year that the Department maintains such status. The DEPUTY CHIEF is the Accreditation Manager.

l. LONGEVITY

The DEPUTY CHIEF shall receive the maximum longevity payment for Non-Union Personnel at \$750 paid on her anniversary date each year. The DEPUTY CHIEF shall receive subsequent, annual longevity payment on her anniversary date in accordance with the Town's Personnel Policies and Procedures Manual.

m. DETAILS

The DEPUTY CHIEF will be allowed to work "DETAILS", in accordance with the collective bargaining agreement between the TOWN and the Ayer Police Superior Officers.

The DEPUTY CHIEF detail rate of pay will be calculated from an amount equal to her own hourly rate.

n. PRIOR BENEFITS

Any benefits that the Deputy earned as part of prior service to the TOWN that were designed to travel with the DEPUTY CHIEF as part of collective bargaining or otherwise, such as health benefit reimbursement.

**9. MODIFICATION**

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

**10. LAW GOVERNING**

This contract shall be constructed and governed by the laws of the Commonwealth of Massachusetts.

**11. SEVERABILITY OF PROVISIONS**

If any clause or provisions 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.

**12. LENGTH OF CONTRACT**

- a. The term of this agreement shall be for a period commencing April 11, 2022 and ending June 30, 2025. However, this contract may be extended as provided by its terms.
- b. Unless either party gives the other written notice of its intention not to renew this agreement at least sixty (60) days prior to its expiration date, that agreement shall be automatically extended for one additional year.

- c. This contract shall be formally reviewed prior to its termination, and the DEPUTY CHIEF shall be advised of the TOWN's decision to renew or not renew this agreement sixty (60) days prior to its expiration date.
- d. If the decision is to renew, then the DEPUTY CHIEF or the TOWN may request that the provisions be renegotiated. It is expressly understood and agreed by the parties that a decision not to renew is not to be construed as a dismissal.

### **13. INDEMNIFICATION**

To the extent permitted by law, the TOWN agrees to defend, save harmless and indemnify the DEPUTY CHIEF against any civil complaint, claim, demand, suit or judgment filed by any third party, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of the DEPUTY CHIEF's duties as the DEPUTY CHIEF OF POLICE of the TOWN. This provision shall survive any termination of this agreement with respect to acts of omission while serving as the DEPUTY CHIEF.

### **14. FUNDING**

The funding for this contract is subject to the appropriations of Ayer Town Meeting.

### **15. NO REDUCTION IN BENEFITS**

The TOWN agrees that the TOWN shall not at any time during this contract reduce the salary, compensation, or other benefits of the DEPUTY CHIEF OF POLICE, except to the extent the such reduction is evenly applied across the board for all non-union employees in the TOWN.

IN WITNESS WHEREOF, the Parties hereunto have set their hands and seals to this instrument on April 8, 2022:



Robert A. Pontbriand  
Town Manager



Jennifer D. Bigelow  
Deputy Police Chief

Date: 4/8/2022

Date: 4/8/2022

*This Contract was reviewed and ratified by the Ayer Select Board on April 19, 2022*