

**Contract of Employment
Between**

The Town of Ayer

And

**Brian Gill
CHIEF of Police**

July 1, 2021 – June 30, 2024

Agreement made this June 11, 2021 by and between the TOWN OF AYER (hereinafter the "TOWN") and Brian P. Gill, of Ayer MA (hereinafter the "CHIEF" or "CHIEF OF POLICE").

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

WHEREAS the CHIEF is willing to perform the duties of CHIEF OF POLICE according to the terms and conditions of this contract; and

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

1. DUTIES

The Town of Ayer hereby agrees to employ the CHIEF and to appoint him to the position of CHIEF OF POLICE pursuant to Massachusetts General Laws Chapter 79 of the Acts of 2018, the CHIEF hereby accepts employment on the following terms and conditions. The administrative control of the Police Department for the TOWN shall be the responsibility of the CHIEF OF POLICE pursuant to Massachusetts General Laws, Chapter 41, Section 97-A. The CHIEF works under the policy direction of the Select Board and under the administrative direction of the Town Manager. The CHIEF's duties shall include, but not be limited to the following:

- A. Supervise the daily operation of the Police Department.
- B. Supervise all department personnel, sworn and civilian as well as the Dog Officer/Animal Control Officer.
- C. Supervise all special, auxiliary and/or reserve police officers.
- D. Responsible for the daily operation of the Regional Dispatch Center. Communications policy shall be established in consultation with the Fire Chief and Ambulance Director.
- E. Prepare and submit the Police Department budget.

- F. Manage the department within the established budget.
- G. Responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- H. Submit reports to the TOWN, either orally or in writing when requested or required in order to ensure the proper communication between the TOWN and the Police Department.
- I. Supervise and control all Department equipment and motor vehicles belonging to or used by the Police Department.
- J. Establish weapons, ammunition, uniforms, equipment, and vehicle specification for the Police Department.
- K. Supervise and control all training programs for department personnel and assign personnel to such programs.
- L. Issue orders, rules, regulations, policies, and procedures; and the assignment of shifts and duties of all departmental personnel.
- M. Be available for hearings before any Town Board, Commission, or Committee of the TOWN at which the Police Department is required to appear and before Town Meeting when necessary.
- N. Be responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.
- O. The CHIEF shall at all times represent the TOWN in a professional and ethical manner and shall perform additional duties as the Select Board and/ or Town Manager shall reasonably direct, and shall inform the Select Board and Town Manager of all policies and plans of the department.
- P. The Board of Selectmen and/or Town Manager shall inform and advise the CHIEF of any complaints or suggestions brought to their attention.
- Q. Discipline employees as allowed by contract or policy, make recommendations to the Select Board and/or Town Manager on discipline (beyond CHIEF's authority), hiring, and firing of all personnel.

The duties of the CHIEF OF POLICE are contained in the attached Job description.

2. HOURS OF WORK

- a. The CHIEF agrees to devote that amount of time and energy which is reasonably necessary for the CHIEF to faithfully perform the duties of the CHIEF OF POLICE under this contract.
- b. It is recognized that the CHIEF OF POLICE may devote a great deal of time outside the normal office hours to the business of the TOWN, and to that end, the CHIEF OF POLICE shall be allowed to take compensatory time off as he shall deem appropriate

during said normal office hours at such time which the 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 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.

c. Injured on Duty

As a sworn police officer, the CHIEF OF POLICE 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 CHIEF, after having been pre-approved by the Town Manager, the TOWN will reimburse said expense according to the normal warrant process.

5. AUTOMOBILE

The TOWN shall provide a police vehicle for the CHIEF OF POLICE and 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. It may be used by the CHIEF at times, in his best judgment, for personal reasons since the CHIEF is "on call" in the event of an emergency.

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

6. DISCIPLINE OR DISCHARGE

The Town Manager in consultation with the Board of Selectmen may suspend and/ or dismiss the CHIEF under the terms and conditions of this agreement and in accordance with the Town Manager Act, Chapter 79 of the Acts of 2018 and the Massachusetts General Laws.

Any dismissal shall terminate this agreement. It is agreed that the CHIEF may be disciplined and/or discharged only for just cause, upon proper notice and only after a hearing. The CHIEF shall have the option of choosing whether any such hearing shall be closed to the public or be held as an open or public hearing. The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the CHIEF at least ten (10) business days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged; and (iv) the range of discipline considered. The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the CHIEF. During the hearing, the CHIEF shall have the right to be represented by a representative of his choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments. In his decision, the appointing authority shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented. The CHIEF shall be provided with a written notice of the findings and decision of the appointing authority and such notice shall include the relevant facts and reasons for their findings. The principles of progressive discipline will apply, and the TOWN recognizes its obligation to provide the CHIEF with periodic performance evaluations.

The 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 evenly split between the CHIEF and the TOWN.

In the event of a wrongful discharge or suspension, the CHIEF shall be reinstated to duty, and shall be entitled to back pay and any other expenses as directed by the arbitrator unless otherwise agreed by the parties.

Voluntary Resignation: In the event the CHIEF intends to resign voluntarily before the natural expiration of any terms of employment, then the CHIEF shall give the TOWN thirty (30) day written notice in advance, unless the parties otherwise agree in writing. The CHIEF will be entitled to receive pay for any earned vacation time.

Involuntary Resignation: In the event the CHIEF 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 the CHIEF no more than six (6) months' salary and benefits.

7. COMPENSATION

Effective July 1, 2021, the CHIEF shall receive annual compensation of \$126,950.40 (Grade 16, Step 9). Effective July 1, 2022 the CHIEF shall receive annual compensation in accordance with Grade 16, Step 10 upon the completion of a satisfactory annual job performance evaluation. Effective July 1, 2023 the CHIEF shall receive annual compensation in accordance with Grade 16, Step 11 upon the completion of a satisfactory annual job performance evaluation.

Additionally, the 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.

Additionally, the Parties mutually agree that if any other Department Head receives an increase in compensation (during the terms of the contract) then this contract shall be reopened for the purposes of wage compensation only.

8. BENEFITS

The TOWN agrees that the 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 CHIEF shall receive six (6) weeks (30 working days) of vacation leave with pay on July 1st, 2021 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 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.

Due to the COVID 19 Pandemic, staffing shortage and transition requirements from DEPUTY CHIEF, the CHIEF shall be allowed to roll over all accrued vacation into FY22.

b. SICK LEAVE

The CHIEF shall be granted fifteen (15) sick days per fiscal year. The CHIEF may accumulate up to 2080hrs sick leave. Upon retirement from the Ayer Police Department (as also determined by the Middlesex County Retirement System) the CHIEF will be

compensated for any unused sick time at a rate of fifty percent (50%) of his regular rate of pay not to exceed \$7,500.

c. HOLIDAYS

The CHIEF shall receive such holidays as provided by the Town of Ayer Personnel Policy and Procedures Manual and pursuant to M.G.L. Chapter 147, Section 17F.

d. PERSONAL DAYS

The 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 CHIEF shall be a member of the Middlesex County Retirement System with the appropriate percentage withheld from his 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 CHIEF dies during the term of employment, the TOWN shall pay to the CHIEF's estate all the compensation which would otherwise be payable to the 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 CHIEF, and agrees that the CHIEF shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator.

The CHIEF will be allowed to attend the Massachusetts Chiefs of Police and the International Chiefs of Police training conferences, as well as other trainings, conferences, and professional development courses, 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 TOWN agrees to budget for and pay, an appropriate amount for the professional dues and subscriptions of the CHIEF for continued and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement and for the good of the TOWN.

Additionally, the 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

In addition to the salary figure identified in Section 7 herein, but part of the CHIEF'S regular salary, the CHIEF shall receive an annual Educational Incentive in the amount of 14% of his salary (Section 7 of this contract) for the attainment of Master's Degree in Public Administration.

i. TUITION REIMBURSEMENT

In each fiscal year of the contract, the CHIEF, may receive up to \$3,200 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 CHIEF shall receive a credit of \$3,000 for the first year (FY 2022) of the contract to pay for and maintain multiple versions of uniforms, professional attire and equipment not otherwise supplied. The CHIEF shall receive a credit of \$1,750 for the second year (FY 2023) and \$1,750 for the third year (FY 2024) to pay for and maintain multiples versions of uniforms, professional attire and equipment not otherwise supplied.

k. LONGEVITY

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

l. DETAILS

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

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

m. DIRECTOR OF AYER SHIRLEY REGIONAL COMMUNICATIONS CENTER

In addition to the salary figure identified in Section 7 herein, but part of the CHIEF'S regular salary, the CHIEF shall receive an annual stipend equal to ten percent (10%) of his base salary for his administration and management of the Ayer Shirley Regional Communications Center.

n. ACCREDITATION STIPEND

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

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 construed and governed by the laws of the Commonwealth of Massachusetts

11. SEVERABILITY OF PROVISIONS

If any clause or 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.

12. LENGTH OF CONTRACT

- a. The term of this agreement shall be for a period commencing 07/01/2021 and ending 06/30/2024. 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 one hundred eighty (180) 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 CHIEF shall be advised of the TOWN's decision to renew or not renew this agreement one hundred eighty (180) days prior to its expiration date. The TOWN will provide the Chief with annual performance evaluations and will afford the CHIEF reasonable opportunity to address and areas of concern.
- d. If the decision is to renew, then the 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 CHIEF against any civil complaint, claim, demand, suit or judgement filed by any third party, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of the CHIEF's duties as the CHIEF OF POLICE of the TOWN. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as the CHIEF.

14. 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 CHIEF OF POLICE, except to the extent that such reduction is evenly applied across-the-board for all non-union Department Heads in the TOWN.

15. FUNDING

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

IN WITNESS WHEREOF, the Parties hereunto have set their hands and seals to this instrument on June 16, 2021.



Robert A. Pontbriand

Town Manager



Brian P. Gill

Chief of Police

Date: 6/16/2021

June 16, 2021

Date: 6/16/21

June 16, 2021

This contract of employment was presented, reviewed, and approved/ratified by the Ayer Select Board by a vote of (3-0) on June 15, 2021.