

**TOWN OF CANTON
CONTRACT OF EMPLOYMENT
POLICE CHIEF**

Agreement

This agreement is between the Town of Canton, acting through its Board of Selectmen and Kenneth N. Berkowitz (hereafter referred to as the Police Chief, or employee). The Board of Selectman through the Town Administrator shall provide day-to-day direction, guidance and supervision to this position – Police Chief

SECTION I.

1) TERMS AND CONDITIONS:

- a. This employment agreement's term is July 1, 2018 through June 30, 2021
- b. The position of Police Chief is under the direct, day-to-day supervision of the Board of Selectmen through the Town Administrator.
- c. This contract may be extended or renewed by written approval of the Board of Selectmen.
- d. In the event the employee desires to resign from the position of Police Chief before the expiration of the aforesaid term of employment, the employee will provide written notice at least thirty (30) calendar days in advance to the Canton Board of Selectmen through its Town Administrator. In the event that the Town decides not to renew this contract at the end of the term stated above, the Town will provide at least thirty (30) days advance notice in writing to the employee of the decision to not renew.
- e. The Town Administrator may review and evaluate the job performance of the Police Chief. Such performance reviews may take place annually. This optional review would be in addition to day-to-day feedback and direction. Failure to perform this optional performance review shall not prejudice the Town in any way.
- f. The Town may discharge the Police Chief at any time during the term of this agreement for good cause. In the event the employee is separated/discharged by the Town for any other reason, not related to good cause and before the expiration of the aforesaid term of employment, and during such time the employee is willing and able to perform the duties of the position, the Town agrees to pay a lump sum cash payment, equal to one week's salary for each year the employee has served the Town.
- g. Under the direction of the Town Administrator, duties are as identified in the attached position description (Appendix B) which becomes part of this agreement. The Town reserves the right to modify duties and responsibilities outlined in the position description as determined by the Employer during the term of this agreement.

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2) COMPENSATION

The Town agrees to compensate the Police Chief at a 40 hour work week for as follows:

For the period of 7/1/18 through 6/30/2019 the salary of \$179,012.80 (2% COLA)
For the period of 7/1/2019 through 6/30/2020 the salary of \$182,593.05 (2% COLA)
For the period of 7/1/2020 through 6/30/2021 the salary of \$186,244.91 (2% COLA)

- a. Annual salary payments are to be made in fifty-two (52) equal weekly installment payments.
- b. Overtime. It is understood that this position is a salaried position exempt under the Federal Fair Labors Standards Act. The position may require the Employee to work beyond his/her regular weekly schedule, including nights and weekends, as established by management and/or as needed to fulfill position responsibilities. Additional workdays within any fiscal year during the term of the Agreement shall be paid in addition to the above, at the regular daily rate of pay of the employee.
- c. The Police Chief will be reimbursed \$950.00 annually for uniforms and \$1,800.00 annual for EMT and \$500 annually for physical fitness stipend.
- d. Annual stipend in the amount of \$8,500.00 (payments to be made in fifty-two (52) equal weekly installment payments) for overseeing the Animal Control Department.
- e. The Police Chief shall be granted a continued Leave of Absence pursuant to MGL chapter 31 &37 by the appointing authority from the position of Lieutenant for the duration of this Agreement to continue to serve as Chief of Police of the Town of Canton. Upon Kenneth Berkowitz's resignation, or pursuant to the provisions of Section 8,2, or should he not be reappointed pursuant to the provisions of Section 7, he shall be entitled to reinstatement in his rank as Lieutenant in the Canton Police Department with all civil service rights and obligations. Upon reinstatement, he shall have all the civil service rights and status he had immediately prior to his appointment to the position of Chief of Police. In addition, the number of years as Chief of Police shall be credited to him for the purposes of his civil service rights and benefits. The Town will file all necessary and appropriate administrative documents as required by the Department of Personnel Administration of the Commonwealth to accomplish the above.

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3) INSURANCE AND OTHER BENEFITS

- a. **HEALTH – DENTAL INSURANCE:** A plan of medical and dental insurance consistent with M.G.L., Chapter 32 B shall be provided to the employee with 75% paid by the Town and 25% paid by the Employee.
- a. **VACATION LEAVE:** The Town agrees to provide the employee in the amount 28 days per year as paid vacation. Time off for vacation is to be taken subject to the approval of the Town Administrator. Vacation time may be carried over from one year to the next year, to a maximum of thirty (30) days. Upon the retirement, termination, resignation or death of the employee, he (or his estate) will be paid the amount of all unused vacation time up to fifty-eight (58) days. Vacation credit to employee accruals shall be made on July 1st of each contract year, in full, not to exceed thirty (30) days. The employee may not carry over more than 30 current vacation days in any contract year.
- b.
- c. **SICK LEAVE:** Sick leave shall accrue at the rate of 1.25 days per month, accumulating without limit, less paid sick leave taken. An employee who retires pursuant to M.G.L. chapter 32 will be entitled to receive salary compensation for Fifty Percent (50%) of unused accumulated sick time or seventy (70) days, whichever is lesser. In the case of death, payment shall be made to the deceased employee's estate, with payment calculated at the current daily rate of pay. In no event shall sick time buy back payment, under this section, exceed Twenty Five Thousand Dollars (\$25,000.00).

In addition, the employee is allowed, with the approval of the Appointing Authority, use of accrued sick leave, up to five days per contract year, for family-related sick leave.

Employee may be required, upon request by the Town, to provide a Physician's certificate at any time by the Town for absence(s) of any duration. In addition, employee may be required to be examined by a Town-designated physician to verify need for absence.
- d. **PERSONAL LEAVE:** Granted 4 days per fiscal year. Personal leave days may not be carried over from one contract year to the next contract year.
- e. **RETIREMENT:** Contributory retirement coverage with Norfolk County Retirement Board will be provided, as required by state law.
- f. **TUITION REIMBURSEMENT:** The Town will reimburse the employee for job-related courses taken as part of a degree or certificate program or credit towards maintaining a professional license or professional competency. Books, registration fees, and all other costs will be paid for by the Town, subject to funding availability. Payment will be made after proof of successful course completion is provided. It is agreed that the amount reimbursed to the employee will in no event exceed the \$1,500 per fiscal year and will be subject to annual appropriation. This provision is subject to the sole discretion of the Town.

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- g. **OTHER BENEFITS:** The town will provide the Police Chief with the following additional benefits as are conferred upon other Town Employees: 111F, paternity leave, leave of absence, and approved leave(s) with or without out pay as approved by the Town.
- h. **JURY DUTY:** The Employer agrees to make up the difference between the weekly wages and the compensation received for jury duty pay.
- i. **BEREAVEMENT LEAVE** – in the event of death in the immediate family of the employee, the employee shall be granted up to 4 consecutive days leave without loss of pay, to attend the funeral or memorial services. The term immediate family shall include the mother, father, wife, husband, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, stepparent of either spouse, brother-in-law, or sister-in-law, niece and nephew. In the event of death of the employee's uncle, aunt, or non-relative living in the employee's household for a minimum of one year, the employee shall be granted one (1) day's leave on the day of the funeral.
- k. **TRAVEL** – The Police Chief is authorized to use municipally supplied motor vehicle for his unrestricted personal use as well as commuting to and from work consistent with rules and regulations established from time to time by the Board of Selectmen. He will be reimbursed travel expense, conference reimbursement, lodging and out of state travel. All requests for reimbursement shall be submitted in conformity with existing town practices and procedures relating to reimbursement for expenditures.
- j. **PROFESSIONAL DUES AND SEMINARS:**

The employee is required to maintain his/her professional competency. Educational courses, seminars, and/or meetings approved by the Town are encouraged. The Town shall pay costs related to such attendance subject to funding availability and in its discretion. Prior approval from the Town Administrator is required for such participation to determine funding availability and ensure proper departmental coverage in the absence of the Police Chief. Annual membership dues for applicable professional organizations/affiliations shall also be paid by the Town in its discretion. It is the employee's responsibility to seek and request appropriate continuing education/professional licensure/certifications.
- k. **PHYSICAL FITNESS PROGRAM:** The Town will reimburse the employee for enrollment at an approved health club facility. The employee must show satisfactory evidence of enrollment and or participation and provide the Town with receipted bills. Reimbursement by the Town will not exceed Five Hundred Dollars (\$500) in any contract year.

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1. HOLIDAYS – The following days shall be recognized as paid holidays on the day on which they are observed:

- | | |
|------------------------|------------------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Washington’s Birthday | Veteran’s Day |
| Patriot’s Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Half day preceding Christmas |

If any of these days falls on a Saturday, the preceding Friday will be considered the holiday. Holidays falling on a Sunday will be celebrated on Monday.


5. DISCIPLINE AND DISCHARGE

It is agreed that the Chief of Police can be disciplined or discharged for only just cause, upon prior notice and only after a hearing at which the Chief shall have the right to be represented by counsel. The Chief shall have the option of choosing whether or not any hearing shall be closed to the public or held as an open public hearing. The principle of progressive discipline will apply and the Town of Canton recognizes its obligation to provide the Chief with periodic performance evaluations.

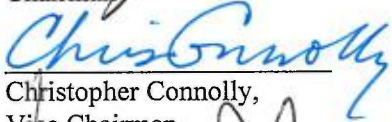
6. INDEMNIFICATION - The Employer shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee’s duties as Police Chief, and consistent with state law. Employer will comprise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Willful torts and criminal acts are excluded, pursuant to state law.

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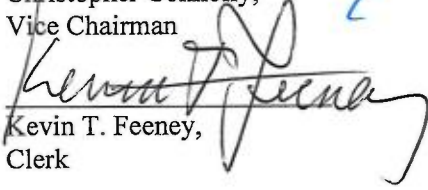
For the Board of Selectmen:



Mark J. Porter,
Chairman

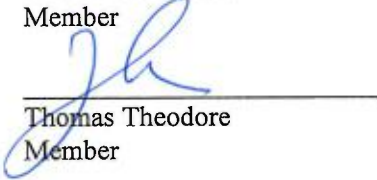


Christopher Connolly,
Vice Chairman



Kevin T. Feeney,
Clerk


John J. Connolly,
Member



Thomas Theodore
Member

0-26-18
Date

For the Employee:



Kenneth Berkowitz

6-27-2018
Date