

**MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE
TOWN OF TOWNSEND
AND
DEPUTY CHIEF JAMES P. SARTELL**

NOW COMES the Town of Townsend ("the Town"), by and through its Board of Selectmen ("Selectmen"), and James Sartell, in his capacity as Deputy Chief ("Deputy Chief"), and agree hereto as follows:

WHEREAS, Mr. Sartell currently serves as the Town's appointed Deputy Chief, with an indefinite appointment, under the appointing authority of the Selectmen, with day to day supervision provided by the Chief of Police; and

WHEREAS, the Deputy Chief shall receive wages based on the Town's non-union classification and compensation plan and, with the exception of the benefits listed below, the Deputy Chief shall receive employee benefits under the Town's Non-Contractual Personnel Policies & Procedures Manual:

NOW THEREFORE, the parties agree as follows:

1. Pursuant to the Selectmen's vote on Oct. 3, 2017, the term of this MOA shall be for a one year period ("Term") from October 3, 2017 to October 2, 2018 at which time this MOA shall become null and void unless it is voted to be extended by the Town or amended by the parties.
2. It is the understanding of the parties that the Deputy Chief shall immediately file the appropriate paperwork to begin the process of becoming a Massachusetts certified

police officer and that such Massachusetts certification shall be accomplished within the first six (6) months of this MOA.

3. It is the understanding of the parties that the Deputy Chief shall be paid on a pro-rata basis as he works a transitional schedule, to be determined by the Chief, while he concludes his obligations in his current position. Any such transitional schedule shall be committed to in writing and signed by the Chief and the Deputy Chief.

4. Non-Renewal- Unless the Town provides written notice to the Deputy Chief of a unanimous vote of its intention to not renew this MOA no less than six (6) months prior to the end of its initial or any extended terms ("notice period"), this MOA shall automatically be extended on the then applicable terms and conditions for an additional term.

The parties mutually agree that terms and conditions of this or any successor MOA shall remain in full force and effect during any subsequent negotiations unless and until changes, if any, are agreed upon, are reduced to writing and executed by the parties. The parties may mutually agree to negotiate any terms and conditions of this MOA at any time.

In the event the Deputy Chief's MOA is not renewed, and if the Deputy Chief decides to relinquish his appointment, the Town agrees to pay the Deputy Chief a lump sum severance payment equal to (6) months' salary and benefits on or before his last day.

5. In the event that the MOA is allowed to lapse, consistent with recent town practice, in no event shall the Deputy Chief be made to suffer any economic harm.
6. The Deputy Chief position is classified as a Grade 13 in the Town's non-contractual employee compensation and classification plan.
7. The Deputy Chief shall be compensated at a G13-L7 at an annual base salary rate of \$95,201.60.
8. The Deputy Chief position is a salaried exempt position under the FLSA.
9. The Deputy Chief shall be on call and available twenty-four (24) hours a day.

10. The Deputy Chief shall work a schedule as determined by the Chief of Police and shall perform duties in accordance with the Rules and Regulations and Policies and Procedures of the Police Department and as further detailed in the approved job description for the position of Deputy Chief as they may be amended from time to time.
11. The Deputy Chief shall serve as Officer-In-Charge ("OIC") of the Department during the absence of the Chief of Police, and shall be advised by the Chief when this condition exists.

In the event of an emergency where the Chief of Police is unable to advise the Deputy Chief that he is to assume the duties of the OIC, the Deputy Chief will assume the duties of OIC automatically. Should this occur, the Deputy Chief shall take immediate steps to so notify the Town Administrator.
12. The Deputy Chief shall be entitled to injured on duty benefits under MGL C. 41 section 111F.
13. The Deputy Chief shall be entitled to all leave benefits as outlined in the Non-Contractual Personnel Manual inclusive of any revisions, a copy of which is incorporated herein by reference, with the exception of the benefits listed in a) through j) below:
 - a) The Deputy Chief shall be entitled to twenty-two (22) working days annual vacation leave during each year and such allowance shall increase by one (1) additional day per year up to a maximum of twenty-five (25) days. The Deputy Chief shall notify and receive approval from the Chief of Police prior to taking any vacation

time. The Deputy Chief may carry over five (5) vacation days per fiscal year.

b) The Deputy Chief shall be granted fifteen (15) sick days per year cumulative to a maximum of 150 days.

c) If the Deputy Chief is sick for three or more consecutive days, the Chief of Police may require that the Deputy Chief obtain a doctor's certificate at the Town's expense.

d) The Deputy Chief shall be entitled to four (4) days per year, non-cumulative, for the purpose of transacting or attending to personal business, or household matters which cannot be conducted outside normal working hours.

e) The Deputy Chief shall not be required to work holidays but shall remain available as on-call during these time periods and shall report to work if needed unless arrangements have been made in advance with the Chief of Police. If the Deputy Chief is required to work or is called in to work on a holiday, he will receive normal pay for all hours worked and shall be entitled to an additional day off as his holiday as arranged with the Chief of Police.

The following days, or days observed as such, shall be recognized as paid holidays:

New Year's Day
President's Day
Veterans' Day
Memorial Day

Patriot's Day
Columbus Day
Martin Luther King Day
Christmas Day

Labor Day
Thanksgiving Day
Independence Day

If the holiday falls on a day off, the Deputy Chief shall receive an additional day off as his holiday as arranged with the Chief of Police.

f) In recognition of his Master's Degree, the Deputy Chief shall be entitled to receive a flat annual educational payment in the amount of \$23,801.40 to be paid through bi-weekly payroll.

- g) The Town shall provide a police vehicle for use by the Deputy Chief and shall be responsible for all necessary maintenance expenses and insurance on such vehicle. Said vehicle is to be used by the Deputy Chief in connection with the performance of his duties and for his professional growth and development. Since the Deputy Chief is required to be “on-call” twenty-four (24) hours a day and may be required to report to an incident or event, the police vehicle may be used by the Deputy Chief for personal reasons. The Deputy Chief may not use the vehicle for family vacations or recreational trips when the Deputy Chief would not be reasonably expected to respond to an incident or event.
- h) The Deputy Chief shall be entitled to a uniform allowance of \$1,250.00 consistent with the police union contract. Additionally, the Deputy Chief shall be entitled to receive an initial issue outfitting, as determined by the Chief, without use of his annual allowance.
- i) The Deputy Chief shall be entitled to the following indemnification. The Town shall defend, save harmless and indemnify the Deputy Chief 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 his duties as Deputy Chief, even if said claim has been made following his termination from employment, except an intentional violation of the civil rights of any person, provided that the Deputy Chief 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 claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Deputy Chief.

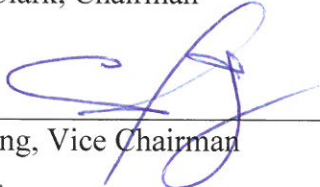
The Town shall reimburse the Deputy Chief for any attorney's fees and cost incurred by the Deputy Chief in connection with such claims or suits involving the Deputy Chief in his professional capacity.


This section i) shall survive the termination of this Agreement.

- j) With prior notice to the Chief, the Deputy Chief shall be allowed to work on teaching, training, and consulting outside of the Town of Townsend and on his own personal time so long as said work is not in conflict with his obligations to his position of Deputy Chief.
- k) The Deputy Chief shall live within fifteen (15) miles, border to border, of the Town of Townsend.

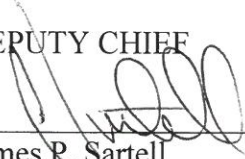
BY ITS BOARD OF SELECTMEN


Gordon Clark, Chairman


Cindy King, Vice Chairman


Sue Lisio, Clerk

DEPUTY CHIEF


James R. Sartell

Dated: 10/5/17

Dated: _____