

TOWN OF WHITMAN, MASSACHUSETTS

**CONTRACT OF EMPLOYMENT FOR
THE DEPUTY POLICE CHIEF**

THIS AGREEMENT, made and entered into this 17th Day of September, 2019, by and between the **TOWN OF WHITMAN**, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, hereinafter referred to as “the Board”, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter referred to as “the Employer” or “the Town”, as party of the first part, and **JOSEPH E. BOMBARDIER**, hereinafter referred to as “the Employee” or “Bombardier”, as party of the second part, both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the Board of Selectmen has appointed said Joseph E. Bombardier as Deputy Police Chief and incorporates the terms of the Deputy Chief’s residency requirements as authorized by M.G.L. c. 31, §58

WHEREAS, Bombardier represents that he is qualified and capable of performing the duties and responsibilities of said position; and,

WHEREAS, Bombardier desires to accept full time employment as the Deputy Police Chief for the Town of Whitman and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities; and

WHEREAS, it is the desire of the Town to provide certain benefits, establish certain conditions of employment and to set the working conditions for Bombardier; and, **NOW**

THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1: Term

A. This Agreement shall become effective as of September 17, 2019, and shall remain in full force and effect through June 30, 2022, at which time this Agreement shall terminate. During the term of this Agreement, Bombardier agrees to remain in the exclusive employ of the Town and neither to accept other regular employment nor to become regularly employed by any other employer or be involved in any other employment activity that is demonstrated to have prevented him from performing his duties as stated herein, unless he has received the prior written approval of the Board of Selectmen for said activities, until said termination date, unless said termination date is affected as hereinafter provided.

B. The Parties agree to endeavor to meet and confer approximately seven (7) months prior to the expiration date of this Agreement for the purpose of discussing the continuation of the employment relationship and, if agreeable to continuing the employment relationship hereunder, to endeavor to negotiate the terms of a successor agreement. It is understood by the Parties that the objective of this clause is to enable the Parties to know by at least approximately six (6) months prior to the expiration of this Agreement as to whether the Parties are to continue in an employment relationship, so that each may, if necessary, have the maximum amount of advance notice if the relationship is not to continue. To that end, each Party agrees to act in good faith in meeting the time periods in this clause; however, the Parties may agree to another time period(s). A failure to so meet or reach agreement whether or not to continue the employment relationship or as to the terms of any successor agreement shall not be construed as a breach of this Agreement or give any rights or benefits to Bombardier by reason thereof or otherwise extend the terms of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to suspend and/or terminate the services of Bombardier for just cause and in accordance with and not in violation of any and all state and federal laws at any time, subject only to the provisions of this Agreement, M.G.L. c. 31, and the provisions of any other applicable laws as noted herein..

D. Nothing in this Agreement shall prevent or otherwise interfere with Bombardier's right to resign or retire at any time from his position with the Town, subject only to the provisions set forth in this Agreement and the provisions of any applicable law.

Section 2: Duties

The Town hereby agrees to employ the said Joseph E. Bombardier as Deputy Police Chief for the Town of Whitman to perform the functions and related duties of said position as specified in Massachusetts General Laws, as amended from time to time, applicable by-laws, rules and regulations of the Town, votes of the Town Meeting, general or special laws, all of which as may be amended, rescinded and supplemented from time to time and to perform such other legally permissible and job related proper duties and functions as the Board of Selectmen or Town Meeting shall from time to time assign and/or are normally within the range of duties and responsibilities performed by a person holding the position of Deputy Police Chief, including but not limited to those set forth in the job description attached hereto and incorporated herein by reference as Addendum A. Bombardier agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards.

Section 3: Hours of Work

The work week is anticipated to be 40 hours. Bombardier shall devote as a minimum,

such time and effort as is necessary to properly perform the duties and responsibilities of his position.

Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, Bombardier may have to expend additional time beyond the normal work day and he agrees to do same as is required and necessary. Such additional time includes but is not limited to time required to represent the Town and/or the Police Department at various meetings and events, meetings with the Board and other Town boards, commissions, departments and Town Meetings, and time necessitated by emergency situations. It is acknowledged that the position of Police Department Deputy Chief is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time so long as the position and its duties remains an Executive/Administrative position. However, since Bombardier's workday frequently extends beyond normal work hours, reasonable time off during the workday for personal reasons or emergencies will be allowed without loss of pay or deduction from personal, sick or vacation leave.

Section 4: Salary

A. All salary and fringe benefits provided in this Agreement and obligations of the Parties are subject to annual appropriation by Town Meeting. The Board of Selectmen agrees to request as part of the annual budget process funds sufficient to meet the obligations under this Agreement.

B. Subject to the terms and conditions of this Agreement, and while engaged in and performing the duties of Deputy Police Chief, the Town agrees to pay Bombardier for his services rendered as set forth below. As used in this provision and elsewhere in this Agreement,

the annual term for purposes of compensation and other benefit eligibility shall be July 1 through June 30, of each year that this Agreement is in effect.

1. Effective September 17, 2019 Bombardier's shall be compensated based upon an annual salary of One Hundred Thirty Two Thousand Six Hundred Dollars (\$132,600.00). Where the date of appointment is September 17, 2019, actual compensation for that portion of Fiscal Year 2020 worked by Bombardier as Deputy Chief shall be One Hundred Four Thousand Two Hundred Fifty Eight Dollars and Sixty Six Cents (\$104,258.66).
2. Effective July 1, 2020, Bombardier shall be paid a total annual salary of One Hundred Thirty Five Thousand Two Hundred Fifty Two Dollars(\$135,252.00), subject to funding by Town Meeting, and payable in equal installments consistent with the normal payroll practices applicable to all employees of the Town. Said compensation shall be all-inclusive, and there shall be no additional payment for education, holiday or the performance of other related duties.
3. Effective July 1, 2021, Bombardier shall be paid a total annual salary of One Hundred Thirty Seven Thousand Nine Hundred Fifty Seven Dollars (\$137,957.00), subject to funding by Town Meeting, and payable in equal installments consistent with the normal payroll practices applicable to all employees of the Town. Said compensation shall be all-inclusive, and there shall be no additional payment for education, holiday or the performance of other related duties.

C. Bombardier recognizes and agrees that he will not be entitled to any salary increases or changes in benefits otherwise accorded to other Town employees, unless the Town specifically agrees to same by a written amendment to this Agreement. To that end, the terms of this Agreement shall supersede and prevail over any terms and conditions of any By-Law of the Town or votes of Town Meeting, except where otherwise specifically provided herein.

Section 5: *Benefits*

A. *Health, Dental, Life Insurance and Indemnification.*

1. Bombardier shall be eligible for participation under such health insurance plans provided to employees of the Town of Whitman to the same extent as any other employee of the Town.
2. Bombardier shall be eligible for participation in such dental insurance plans provided to employees of the Town of Whitman to the same extent as any other employee of the Town.
3. Bombardier shall be eligible for participation in such life insurance plans provided to employees of the Town of Whitman to the same extent as any other employee of the Town.
4. The Town reserves the right to change group health, dental and/or life insurance benefits, including provider, plan design and/or premium contribution rates during the term of this Agreement. Bombardier agrees to accept any such changes which are made by the Town.

B. *Deferred Compensation Plans*

Bombardier shall be eligible for participation in such deferred compensation

plans provided to employees of the Town of Whitman to the same extent as any other employee of the Town.

C. *Vacation Time*

1. Effective September 17, 2019, the commencement of his appointment as Deputy Chief, Bombardier will retain twenty seven (27) unused vacation days accrued by him in his capacity as a police officer for the Town for use during Fiscal Year 2020.
2. Effective July 1, 2020 and each July 1 thereafter during the term of his Agreement, Bombardier shall be granted an annual allotment of thirty-five (35) vacation days.
3. Bombardier agrees that his annual allotment of vacation time must be used within the Fiscal Year granted, except to the extent that carry over is permitted pursuant to subsection 4, below.
4. Bombardier may elect to carry over up to nine (9) days of his annual vacation allotment into the following fiscal year (hereinafter the “carry over year”); provided that such carry over days must be used within the carry over year. Failure to use the carry over days within the carry over year shall result in forfeiture of such days with no cash redemption value of any kind. In order to elect to carryover such unused vacation days under this subsection 4, Bombardier must provide the Board of Selectmen with written notice by June 1st of each year.

D. *Personal Days*

In each year of this Agreement, Bombardier shall be provided with four (4)

paid personal days. Unused personal days may not accrue or be carried forward from fiscal year to fiscal year and shall have no cash value on termination of employment.

E. Death during term of Agreement

In the event Bombardier should die during the term of this Agreement, his employment and this Agreement shall immediately terminate and the Town shall pay to Bombardier's estate all compensation which would otherwise be payable to Bombardier up to the date of Bombardier's death, including but not limited to unused vacation any other payments due pursuant to this Agreement.

F. Sick Leave

1. Effective September 17, 2019, the commencement of his appointment as Deputy Chief, Bombardier will retain the fifteen (15) sick days granted to him on July 1, 2019 for use during the Fiscal Year. Commencing July 1, 2020, Bombardier shall be credited with fifteen (15) sick days on July 1st of each year of this Agreement.
2. Bombardier may accumulate all unused sick leave without limitation, however, there shall be no buy back of accrued sick time under any circumstances, be it contract termination, resignation or death.
3. After an absence of four (4) consecutive work days, the Board of Selectmen may request a doctor's certificate from Bombardier in explanation and justification thereof.

G. Bereavement Leave

1. Bombardier shall be provided with five (5) days leave without loss of pay in the event of a death in his immediate family, which is defined as

his spouse, child, parent, parent-in-law, grandparent, sibling, sibling-in-law, aunt, uncle, niece, nephew and/or any other relative permanently residing in his household, provided he attends the funeral or participates to a substantial degree in the funeral arrangements.

2. Additional bereavement leave may, when necessary, be granted by the Board of Selectmen.

H. Automobile Privileges

Bombardier shall be assigned a Department issued vehicle suitable for use in winter weather conditions. The Town shall pay for all operating and maintenance expenses and insurance. The vehicle may be used for professional growth and development, and de minimus personal use as Bombardier may be required to respond to emergencies outside normal business hours.

I. Professional Development

The Town recognizes its obligation to Bombardier for professional development, and agrees that Bombardier shall be given adequate opportunities to develop his skills and abilities as a Police service and public safety administrator; accordingly Bombardier will be allowed to attend annual in-service training, including but not limited to Police Chiefs' of Massachusetts, New England Association of Police Chiefs and the International Association of Chiefs of Police, and FBI National Academy conferences each year, without loss of vacation or other leave, and will be reimbursed by the Town for reasonable expenses while attending or traveling to the aforementioned programs as provided for in the Town's Personnel Policies and Procedures. The Town also

agrees to budget and pay for reasonable tuition, travel and subsistence expenses of Bombardier's attendance for short courses, institutes and seminars necessary for his professional development that are pre-approved by the Board of Selectmen. Costs for professional memberships, conferences, meetings and training shall not exceed \$5,000 per fiscal year.

J. Other Activities

Bombardier may accept speaking, writing, lecturing, consulting or other engagements of a professional nature, accepting compensation as he sees fit, as well as attend professional meetings, provided they do not derogate from his duties as Deputy Police Chief for the Town of Whitman and are not contrary to the best interests of the Town of Whitman. Participation as a student in continuing education/professional development shall not be considered an activity subject to this Paragraph. Bombardier may also accept private detail work outside of the Town of Whitman and outside his normal work schedule, provided they do not derogate from his duties as Deputy Police Chief for the Town of Whitman and are not contrary to the best interests of the Town of Whitman. Bombardier will provide advance notice to the Chief and Chair of the Board of Selectmen of all such activities under this Paragraph.

K. Uniform Allowance

Bombardier shall be allowed an annual allowance in the amount of \$1,500.00 for the replacement, maintenance and cleaning of uniforms.

L. Physical Fitness Allowance

Recognizing the importance of physical fitness for members of the Police Department, Bombardier shall be eligible for an annual provision of up to Five Hundred Dollars (\$500.00) for reimbursement of the cost of health club membership dues, upon submission to the Town Administrator of proof of membership and proof of attendance, in a form acceptable to the Board of Selectmen.

Section 6: Performance Evaluation

Not later than January 30th of each fiscal year, the Board, the Police Chief and Bombardier shall meet to discuss and arrive at mutually agreeable goals and objectives for the Deputy Police Chief's job performance for the subsequent Fiscal Year. The Board, the Police Chief and Bombardier shall meet no later than June 1 of each year to review Bombardier's performance as it relates to his general job duties and responsibilities and the goals and objectives established for the past year. Nothing contained herein shall be construed to limit the Board from otherwise evaluating and reviewing Bombardier's performance.

Section 7: Discipline, Suspension, Termination and Resignation

A. Discipline, Suspension and Termination

1. The Board may discipline, suspend, and/or terminate Bombardier at any time during the term of this Agreement for just cause pursuant to the provisions and procedures set forth in M.G.L. c. 31.

2. Nothing contained herein shall prevent the Board, at a regular meeting and upon a majority vote of the members present, from placing Bombardier on administrative leave with full benefits and pay and without prejudice.

3. In the event that the Board terminates Bombardier for just cause at any time during the term of this Agreement, Bombardier shall receive all salary and vacation days owed to him as of the effective date of his termination.

B. Resignation or Retirement

Bombardier may resign or retire from his position as Deputy Police Chief under this Agreement by giving the Board written notice sixty (60) days prior to the effective date of said resignation or retirement. Bombardier shall not be permitted to utilize accrued vacation time during this notice period, unless he requests to do so and specific permission is granted by the Board. Bombardier shall be entitled to receive payment for his unused vacation time as of the effective date of his resignation or retirement.

The Town agrees to continue to defend, save harmless and indemnify the Deputy Chief against any complaint, claim, demand, suit or judgment, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of the Deputy Chief's duties as Deputy Chief of Police for the Town.

In the event that following his resignation, retirement, or involuntary separation from employment, Deputy Chief Bombardier is needed to support litigation, collective bargaining or other matters in which the Town requests his presence, Bombardier shall be compensated at a daily rate equal to one day's pay at his salary upon separation, as follows: Deputy Chief Bombardier shall be compensated for a half day's pay when required to be present for three (3) or less hours, and at a full day's pay for any interval greater than three hours, despite actual time spent providing testimony or support in general. In the event that Deputy Chief Bombardier must travel from outside of the Commonwealth to be present for such events, the Town will reimburse Bombardier for reasonable travel and lodging expenses.

Section 10: Other Terms and Conditions of Employment

The Board, after notice and discussion with Bombardier shall fix any such other terms and conditions of employment as it may determine from time to time that are reasonably related to Bombardier's performance, duties and responsibilities, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement. Bombardier agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards.

Section 11: Notices

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

Employer: Board of Selectmen
Town Hall
54 South Avenue
P.O. Box 426
Whitman, Massachusetts 02382

Employee: Joseph E. Bombardier
38 Bell Drive
Whitman, Ma. 02382

Alternatively, notices required pursuant to this Agreement may be served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or left at Bombardier's last and usual place of abode or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Any Party changing the address for that Party shall give prompt written notice to the other of the new address. All addresses must contain a street address.

Section 12: General Provisions

A. The text herein shall constitute the entire agreement between the Parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

B. This Agreement shall be binding upon and inure to the benefit of Bombardier's heirs at law and executors.

C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

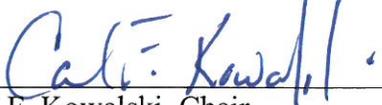
D. The failure of a Party to insist on strict compliance with a term or provision of this Agreement shall not constitute a waiver of that or any term or provision of this Agreement.

E. All benefits and obligations, except as otherwise specifically provided herein, shall be conditional upon Bombardier being employed as and performing the services required of the Deputy Chief of Police of the Town of Whitman.

F. It is agreed and understood between the Parties that this contract is deemed to be effective as of the date of execution, and all benefits hereunder are subject to the performance of the parties hereunder in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Town of Whitman, Massachusetts has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen and duly attested to by its Town Clerk and the Employee has signed and executed this Agreement, both in duplicate, on the day and year first above written.

TOWN OF WHITMAN
ACTING BY AND THROUGH ITS
BOARD OF SELECTMEN



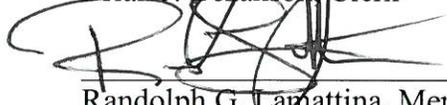
Carl F. Kowalski, Chair



Daniel L. Salvucci, Vice-Chair



Brian J. Bezanson, Clerk



Randolph G. Lamattina, Member



Justin R. Evans, Member

EMPLOYEE



JOSEPH E. BOMBARDIER

CERTIFIED AS TO FUNDS:



Kenneth Lytle, Town Accountant