TOWN OF BOXBOROUGH
POLICE CHIEF CONTRACT

Agreement made this 16th day of June 2014, by and between the Town of Boxborough, Massachusetts (hereinafter "TOWN") and Warren B. Ryder (hereinafter "RYDER"). References to "employees of the Town" exclude those employed by the School Committee and union employees.

Whereas, the TOWN wishes to secure the services of RYDER in the administration of the Police Department; and

Whereas, RYDER is willing to perform the duties of the position of Police Chief according to the terms and conditions of this contract;

Now, therefore, the TOWN and RYDER hereby agree that the following terms and conditions shall govern the employment and salary and benefits payable under this contract to which RYDER shall be entitled as Police Chief, pursuant to M.G.L. Chapter 41, Section 97A and any successive acts.

TERM - The term of this contract shall be for a period of three years starting July 1, 2014 through June 30, 2017. Unless either party provides written notice to the other of its intention to renegotiate and/or to not renew this contract no less than six (6) months prior to June 30, 2017 it shall automatically be extended, on the then applicable terms and conditions, for an additional year.

APPROPRIATION – The terms of this Agreement shall be subject to annual appropriation by Town Meeting.

COMPENSATION – RYDER shall receive the sum of one hundred fifteen thousand dollars ($115,000) as salary for the period July 1, 2014 to June 30, 2015. RYDER shall receive the sum of one hundred seventeen thousand seven hundred and fifty dollars ($117,750) as salary for the period July 1, 2015 to June 30, 2016 and shall receive the sum of one hundred twenty thousand four hundred and ninety-nine dollars ($120,499) for the period July 1, 2016 to June 30, 2017. All salary increases shall be contingent upon a performance review of at least "meets requirements". It is noted that RYDER's salary as set forth in this section is inclusive of any and all educational incentives for which he is eligible, including, but not limited to, benefits under G.L. c. 41, §108L, and for that reason, there is no separate educational incentive provision included in this contract.

The Board of Selectmen, in its sole discretion, may propose further increases in years in which the percentage increases as set forth by the compensation listed in this section would fall short of Personnel Plan B COLAs for other salaried employees.

In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for RYDER, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town.

KEY RESPONSIBILITIES are set forth in the Police Chief job description that may be amended, as necessary, by the Board of Selectmen. The Police Chief shall perform the duties specified in the job description and such other duties as the Board of Selectmen shall from time to time legally assign to the Police Chief.

HOURS OF WORK - RYDER agrees to devote that amount of time and energy which is reasonably necessary to faithfully perform the duties of Police Chief under this contract. RYDER will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board of Selectmen. A time card must be submitted for weeks in which paid leave is taken. It is recognized that the Police Department is a 24 hour / 7 day operation and RYDER must devote a great deal of time and effort outside normal office hours to the TOWN. Accordingly, RYDER will be allowed to take reasonable amounts of time off as he shall deem appropriate during said normal office hours.

With the prior approval of the Board of Selectmen RYDER may work and receive additional compensation for working out-of-town private detail assignments outside of normal business hours, i.e. 9 AM – 5 PM, at the rate of forty-five dollars ($45.00) per hour.

IDEMNIFICATION - The TOWN agrees to defend, save harmless and indemnify RYDER against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Police Chief for the Town of Boxborough, even if said claim has been made following his termination from employment, provided that the Police Chief acted within the scope of his duties. The TOWN may compromise and settle any such claim or suit and will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to RYDER.

This section shall survive the termination of this agreement.

INSURANCE - The TOWN agrees to furnish at its expense, professional liability insurance for RYDER with liability limits of One Million Dollars ($1,000,000.00).

HEALTH INSURANCE, DISABILITY INSURANCE, VACATION, HOLIDAYS, SICK LEAVE, and OTHER PAID LEAVE

RYDER shall be eligible for a health insurance policy, similar to other Town employees. The Town shall pay the same percent of the premiums as it does for other Town employees and RYDER shall pay the remaining percentage.

The Town shall provide a supplemental life insurance policy of $10,000 for RYDER, similar to other Town employees. The Town shall pay the same percent of the premiums as it does for other Town employees and RYDER shall pay the remaining percentage.

The Town shall provide a long-term disability insurance policy for RYDER, similar to other Town employees. The Town shall pay the same percentage of the premiums as it does for other Town Employees and RYDER shall pay the remaining percentage. The TOWN agrees to contribute toward the cost of such insurance programs at an amount or percentage not less than the highest applicable amount or percentage available to other employees of the Town.

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As a sworn police officer, RYDER shall be entitled to injured-on-duty benefits as provided in M.G.L. Chapter 41 Section 111F.

VACATION, SICK & OTHER LEAVE - RYDER shall be entitled to four (4) weeks vacation annually. Vacation shall accrue at the rate of thirteen and thirty-three one-hundredths (13.33) hours per month. RYDER may borrow up to eighty (80) hours of vacation leave on or after July 1; however, RYDER must repay time taken that was not accrued if employment is terminated. No more than two hundred (200) hours of vacation leave may be carried forward into a new fiscal year. Payment for accrued vacation leave will be made upon termination, resignation, disability, or death.

HOLIDAYS – RYDER shall receive the following paid holidays, and is not expected to report to work on:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Compensation for work on holidays will conform to M.G.L. Chapter 147, Section 17F.

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays above falls on Sunday, the following Monday shall be observed as the holiday.

In addition RYDER shall receive ten (10) days sick leave per fiscal year and any other leave granted by the TOWN in amounts not less than the highest amount available to other employees of the Town under the then effective Personnel Administration Plan. Unused sick leave remaining at the expiration of this Agreement shall carry over, in accordance with Town policies, and be credited to RYDER if this Agreement is extended.

RYDER shall receive three (3) personal leave days each fiscal year.

RYDER shall receive bereavement leave, jury duty leave, military leave, court appearance leave, FMLA and Small Necessities leave under the same allowances provided for other Town employees in the Town Personnel Plan.

UNIFORM ALLOWANCE - The TOWN shall pay for an annual uniform allowance for the Police Chief in the amount of $950. Additionally, the TOWN shall pay for the cleaning of uniforms in an amount not to exceed $500 per year.

All other general provisions of the Town's bylaws relating to fringe benefits shall also apply to the Police Chief as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Police Chief, except as otherwise provided in this agreement.

PROFESSIONAL DEVELOPMENT, DUES and SUBSCRIPTIONS - The TOWN shall pay reasonable amounts for tuition, dues and attendance to a master's degree program, professional development meetings, including those sponsored by the International Association of Chiefs of Police, Police Chiefs Association of Massachusetts, and other applicable programs, all within department professional-development budgeted amounts as approved annually by Town Meeting. Travel outside New England must be approved during the budget process.

Upon completion of a master's degree, the Chief may attend the FBI National Academy, with no tuition to be paid by the Town. The timing and costs of such attendance, including, but not limited to, RYDER's travel and subsistence expenses, as well as the coverage schedule for the Department in Ryder's absence, shall require approval by the Board of Selectmen.

VEHICLE – The TOWN shall provide RYDER an unmarked police vehicle and pay for all attendant operating and maintenance expenses and insurance. The vehicle is to be used by RYDER in connection with performance of his duties as Police Chief and/or for his professional growth and development. Since the Police Chief is always on call, RYDER may drive the vehicle for personal reasons, including vacation, except for periods during which RYDER would NOT be reasonably expected to respond to an incident or event.

DISCIPLINE OR DISCHARGE - During the term of this contract, the TOWN may discipline or discharge RYDER only for just cause upon the majority vote of the duly elected Board of Selectmen. RYDER shall have the right to a pre-disciplinary or pre-discharge hearing and he shall be entitled to receive written notice of the charges against him at least 14 calendar days prior to the hearing. RYDER shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. RYDER, at his own expense, shall have the right to be represented by counsel or a representative of his choosing. The principles of progressive discipline will apply, and the TOWN recognizes its obligation to provide RYDER with periodic performance evaluations at least once per year.

For the purpose of discipline or discharge, the definition of just cause includes, but is not limited to, the following:

a) Malfeasance – defined as wrongdoing or misconduct by a public official or the commission of an act that is positively unlawful.

b) Misfeasance – defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others.
c) Nonfeasance – defined as the failure to do what duty requires to be done.

SEVERANCE - In the event the Board of Selectmen wishes to terminate the agreement prior to the end of the term, for other than just cause, the TOWN shall pay RYDER a lump sum equivalent to twelve months of his base salary, any unused accrued vacation he may have at the time and the Town's portion of his health and life insurance benefits for a twelve (12) month period following termination. In the event that the Board of Selectmen wishes to exercise its right to terminate RYDER's employment under this provision, the Board of Selectmen will meet with RYDER for the purpose of explaining any reason(s) for its desire to do so.

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

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

TOWN: Chairman of the Board of Selectmen
29 Middle Road
Boxborough, MA 01719

Police Chief: Warren B. RYDER
[redacted]

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service, or the U.S. postmark on written notice.

LAW GOVERNING - This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

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 the contract shall not be affected thereby.

GENERAL PROVISIONS – The Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Police Chief.

IN WITNESS WHEREON, the parties hereunto have set their hands and seals to the instrument the date and year first above written, and have executed this Agreement in duplicate.

Warren B. RYDER

Date: JUNE 2, 2014

Attest to Signature:

Elizabeth A. Markiewicz

Town Clerk

Date: 6/2/2014

Approved as to Legal Form by:

Town Counsel

Date:

Town of Boxborough
Acting by and through its Board of Selectmen

Chair, Board of Selectmen

6/16/14

Date: June 16, 2014

Certified that there is appropriation in Account 210, to fund this Contract.

Town Accountant

Date: 6/16/14 6/24/14