



**EMPLOYMENT AGREEMENT  
BETWEEN  
TOWN OF TOPSFIELD  
AND  
CHIEF OF POLICE**

This agreement is made and entered into on this **27th day of April 2020**, by and between the Town of Topsfield (the "Town"), Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen (the "Board") and Neal S. Hovey, 5 Worthington Ave, Danvers MA 01923 (the "Chief of Police" or "Chief").

WHEREAS, the Town desires to employ the services of Neal S. Hovey as Chief of Police for the Town of Topsfield; and

WHEREAS, Neal S. Hovey represents that he is qualified and capable of performing the duties and responsibilities of said position; and

WHEREAS, the Town Administrator desires to appoint Neal S. Hovey as Chief of Police; and

WHEREAS, the Board has voted to confirm the Town Administrator's appointment of Neal S. Hovey as Chief of Police; and

WHEREAS, Massachusetts General Laws (MGL) c.41 § 108O, authorizes the Board to establish an employment contract for a Chief of Police for a period of time, to provide for salary, fringe benefits and other conditions of employment;

NOW, THEREFORE, the Town Administrator hereby appoints Neal S. Hovey to serve as Chief of Police and Neal S. Hovey hereby accepts continued employment with the Town subject to the following terms and conditions:

**Section 1-Term**

The term of this Agreement shall commence on April 30, 2020 and terminate on June 30, 2023, unless earlier terminated as provided herein.

**Section 2 - Duties**

Under the direction of the Board and the Town Administrator as the Board's designee, the Chief of Police shall be the executive head of the Topsfield Police Department and, as such, the Chief of Police shall have day to day administrative and supervisory control of the Department as provided by the rules and regulations of the Topsfield Police Department, applicable law, the attached mutually agreed

upon Job Description, and the policies and directives of the Board, promulgated from time to time. The authority of the Chief of Police shall be as set forth in the said laws, policies and regulations.

### **Section 3-Hours of Work**

The Chief of Police shall be a salaried Officer of the Town. It is understood that the Chief of Police shall devote full time and attention to the public safety of the Town and shall not engage in any other non-law enforcement related business during his scheduled work week, except with the prior approval by the Board of Selectmen and Town Administrator. The Chief of Police shall be allowed to engage in law-enforcement business not directly related to the town at times that will least adversely impact Department operations. If the time requires consecutive days, the Chief of Police shall obtain prior approval by the Town Administrator.

The Town and Chief ("the Parties") acknowledge that the Chief is an "exempt" employee under the Fair Labor Standards Act ("FLSA") and is therefore not entitled to overtime as provided for under the FLSA.

It is understood that the Chief of Police shall also generally participate in the Board's meetings, Town Meetings and other meetings where his attendance would be beneficial to the orderly conduct of the Town's business and operations.

- A. The Chief of Police agrees to devote that amount of time and energy which is reasonably necessary for him to faithfully perform his duties under this Agreement.
- B. The workweek shall ordinarily consist of a five (5) day week, Monday through Friday totaling forty (40) hours per week.
- C. It is recognized that the Chief of Police must devote a great deal of time outside the scheduled work week to the business of the town and to that end, he shall be allowed to adjust his schedule as he shall deem appropriate during said scheduled workweek at such time which he reasonably determines will least adversely impact Department operations. Such time shall not be eligible for financial reimbursement nor shall it constitute a financial liability for the Town upon the Chief of Police's separation from service.
- D. The Chief of Police shall inform the Town Administrator when he will not be available in excess of one day due to attending out-of-town meetings, vacations, and otherwise.

### **Section 4 - Compensation**

Subject to the terms and conditions of this Agreement, and while engaged as and performing the duties of Chief of Police, the Town agrees to pay the Chief of Police for his services rendered and shall be paid an annual salary of One Hundred Twenty-Five Thousand Two Hundred Fifty Dollars and 00/100 (\$125,250) effective on April 30, 2020.

For each of the fiscal years commencing on July 1, 2021 and July 1, 2022 respectively, said salary shall be increased two percent (2.00%) above the prior year.

The provisions of MGL c.41 § 108L, Police Career Incentive Pay Program (the Quinn Bill), shall not apply to compensation provided for in this agreement.

The Police Chief shall not be entitled to longevity incentives and shall not work paid details.



## **Section 5 - Paid Leaves**

- A. Vacation: The Chief of Police shall receive five (5) weeks /twenty-five 25 days of vacation during each fiscal year. The Chief of Police may carry over unused vacation time to a succeeding year; however, in no event shall the Chief of Police carry more than ten (10) days unused vacation time into a succeeding year, or exceed thirty (35) days in total accumulation. The scheduling of vacations of five (5) or more consecutive days shall be subject to the approval of the Town Administrator and said approval shall not be unreasonably withheld.
- B. Holidays: The Chief of Police shall be entitled to holidays as provided under the Town of Topsfield's Personnel Rules, Regulations and Procedures, as it may be amended from time to time.
- C. Personal Days: The Chief of Police shall be entitled to personal days as provided under the Town of Topsfield's Personnel, Rules, Regulations and Procedures as it may be amended from time to time. Such accumulated personal days shall not be eligible for financial reimbursement nor shall it constitute a financial liability for the Town upon the Chief of Police's separation from service. Personal days shall not accumulate year to year.
- D. Sick Leave: Commencing with the effective date of this agreement, the Chief of Police shall earn 1.25 sick days for each month of service, any portion of such sick days not used in any year will be accumulated up to an aggregate limit of two hundred (200) days. All unused sick days accrued since the original date of hire as a full-time employee in Topsfield (August 5, 2010) will be carried into this Agreement without limit. Such accumulated sick days shall not be eligible for financial reimbursement nor shall it constitute a financial liability for the Town upon the Chief of Police's separation from service.
- E. Bereavement Leave: The Chief of Police shall be entitled to bereavement leave as provided under the Town of Topsfield's Personnel Rules, Regulations and Procedures, as it may be amended from time to time.

## **Section 6 - Insurance Benefits**

- A. Professional Liability: The Town agrees to furnish, at its expense, professional liability insurance for the Chief of Police in the amount of one million dollars (\$1,000,000).
- B. Health and Life Insurance: The Chief of Police shall be eligible for all health and life insurance benefits for which general government employees are eligible, in accordance with MGL c. 32B. The Town agrees to contribute towards the cost of a health insurance plan as is available to, and at the rate paid by the Town for other nonunion employees.
- C. Injured in the Line of Duty: As a sworn officer of the Police Department, the Chief of Police shall be eligible for injured-on-duty benefits as provided in MGL c. 41 § 111F.

## **Section 7 - Professional Development**

- A. **Conferences, Courses and Seminars:** The Town recognizes the need for the professional development of the Chief of Police, and agrees that the Chief shall be given adequate opportunities to develop his skills and abilities as a professional administrator. Accordingly, the Chief will be allowed to attend the Massachusetts Chiefs of Police Conference, New England Association of Chiefs of Police Conference, the International Association of Chiefs of Police, and the FBI Annual Retrainer (regional or national) as well as attendance at short courses, institutes, and seminars that, in his reasonable judgment, are necessary for the professional development of the Chief of Police without loss of vacation or other leave. The Chief will be reimbursed up to \$2,000 each year by the Town for actual expenses incurred, including travel and registration expenses upon presentation of receipts. In the event the Chief of Police has an opportunity to participate in professional development opportunities which cost, in aggregate with other professional development expenditures, greater than the \$2,000 annual reimbursement, the Chief of Police may request further reimbursement by the Town. Such request should be made to the Town Administrator who has discretion on whether or not to grant reimbursements greater than \$2,000 each year, subject to final approval of the Board of Selectmen.
- B. **Dues and Subscriptions:** The Town agrees to pay for the professional dues and subscriptions of the Chief of Police which are necessary for his membership in the following professional organizations:

Massachusetts Chiefs of Police Association  
International Association of Chiefs of Police  
Essex County Chiefs of Police Association

## **Section 8 - Annual Goals**

Annually, the Board, Town Administrator and the Chief of Police shall define goals and objectives for the fiscal year, and the Board shall further establish a relative priority among those goals, said goals to be reduced to writing. The goals shall generally be attainable within the time limits specified and within the annual operating and capital budgets and the appropriations and revenues provided by the Town.

Based upon the goals and objectives defined in writing by the Board, the Town Administrator shall develop performance appraisal criteria with the Chief of Police.

The Town Administrator will utilize the Town's performance appraisal form to conduct a written evaluation of the Chief's performance in accordance with the Board's written goals and objectives. All completed evaluation forms, to the extent permitted by law, shall be considered a confidential personnel record and shall be signed by both the Town Administrator and the Chief of Police for placement in the Town's personnel files.



The Town Administrator shall report back to the Board to report on the results of the evaluation as it relates to the duties and responsibilities of the Chief of Police. This report will allow the Town Administrator to update the Board on goals and objectives achieved during the prior year so that future public safety goals and objectives for the Topsfield Police Department may be revised and updated as directed by the Board of Selectmen as the Chief Executive body of the Town of Topsfield.

#### **Section 9- Other Benefits**

- A. Automobile: The Town shall provide a Police vehicle for use by the Chief in connection with the performance of his duties as Chief of Police and for his professional growth and development. Since the Chief may have reason to use the vehicle at all hours of the day, there shall be no restriction on the use of the vehicle.
- B. Estate Compensation: If the Chief of Police dies during the term of his employment, the Town shall pay to the Chief's estate, compensation for services rendered and benefits accrued up to the date of the Chief's death including accrued but unused vacation days. In no event shall the Town be held liable to the Chief's estate for payment of compensation or other benefits under this Agreement for time not actually worked.
- C. Uniform Allowance: The Town agrees to provide the Chief of Police with a uniform allowance in the amount of \$1,400 annually in the month of July. The Town agrees to provide an additional one-time uniform reimbursement of up to \$500 in Fiscal Year 2020.

#### **Section 10- Suspension, Termination, Resignation and Severance Pay**

- A. Suspension and Termination: A supermajority of four (4) Selectmen may vote to suspend the Chief of Police with full pay and benefits for any period at any time during the term of this Agreement. After a hearing conducted in accordance with the Open Meeting Law (MGL c. 30A § 18-25), a supermajority of four (4) Selectmen may vote to suspend or terminate the Chief of Police for cause provided that the Chief of Police has been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Selectmen. A supermajority of four (4) Selectmen may vote to terminate the Chief of Police without cause. If termination is without cause, "Section 10 B Severance Pay" shall apply. If termination is for cause, the Chief of Police shall not be entitled to severance pay unless a supermajority of four (4) Selectmen vote to approve an amount of severance pay, which in any case shall not exceed the amount provided for in "Section 10 B Severance Pay."
- B. Severance Pay:
  - i. In the event the Chief of Police is terminated by the Board before the expiration of the aforesaid term of employment for any reason other than cause and during such time that the Chief of Police is willing and able to perform his duties under this Agreement, then in that event, the Board agrees to pay the Chief of Police a lump sum payment equal to six months aggregate salary, provided, however that in the event the Chief of Police is terminated for cause, then in that event, the Town shall have



no obligation to pay the aggregate severance sum or continue to employ the Chief of Police as designated in this paragraph.

- ii. In the event the Chief of Police voluntarily resigns his position with the Town before expiration of the aforesaid term of this employment, then the Chief of Police shall give the Board a ninety-day written notice in advance unless the Parties agree otherwise. In the event of a voluntary resignation of the Chief of Police, such provisions as are enumerated in this Section 10, shall not apply.

- C. Discipline: Except as otherwise provided in Section 10A, it is agreed that the Chief of Police can be disciplined only for cause, upon proper notice and only after a hearing at which he shall have the right to be represented by counsel. The Parties acknowledge that the provisions of the Open Meeting Law apply to such a hearing.

### **Section 11 - Indemnification**

To the extent allowed under MGL c. 258 or any other applicable law, the Town shall defend, hold harmless and indemnify the Chief of Police against any tort, professional liability-claim or demand or other legal action, whether groundless or otherwise arising out of any alleged act or omission arising out of the performance of the Chief's duties. This Section shall not apply to: (1) any willful or intentional torts; (2) criminal violations of MGL c. 268A; (3) any criminal acts; and (4) any act or omission not arising from the performance of the duties as Chief of Police.

This Section shall survive the expiration of this agreement to the extent that it shall apply to all acts or omissions covered herein which occurred during the course of the Chief's employment, even when the claim was made after resignation, termination or the expiration of this Agreement. In no event, however, shall the Town be liable to indemnify the Chief of Police for any costs, expenses, legal fees, and/or damages arising out of any complaints, lawsuits, or other legal actions commenced by him against the Town or any Town employees and/or officials.

### **Section 12 - General Conditions**

- A. Relationship to Town's Personnel By-Law, Rules, Regulations and Policies: Any matter relating to benefits that are not specifically addressed herein shall be subject to and controlled by the terms and conditions of the Personnel Rules, Regulations and Procedures of the Town of Topsfield as it may be amended from time to time.
- B. Subject to Appropriation: All salary, fringe benefits and other obligations provided for in this Agreement are subject to appropriation by the Topsfield Town Meeting. The Board shall timely submit to the Town Meeting appropriation requests sufficient to fund this Agreement.

### **Section 13- General Provisions**

- A. Heirs: This Agreement, to the extent specified therein, shall be binding upon and inure to the benefit of the heirs at law and executors of the Chief of Police.
- B. Benefits Conditional on Employment: All benefits and obligations of the Town, except as otherwise provided herein, shall be conditional upon the Chief of Police

being employed as and performing the services required of the Chief of Police of the Town.

- C. Compliance Failure Is Not A Waiver: The failure of a party to insist on strict compliance with a term or provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.
- D. Severability: This Agreement is subject to the laws of the Commonwealth of Massachusetts. If any portion of this Agreement is deemed to be invalid, unconstitutional, or unenforceable, it shall not affect the remainder of said Agreement, which shall remain binding and effective against all Parties.
- E. Entire Agreement: This Agreement 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.
- F. Amendments & Modifications: No Amendment or modification of this Agreement shall be valid unless it shall be in writing and signed by both Parties.

#### **Section 14 - Notices**

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

- A. Town: Board of Selectmen, 8 West Common Street, Topsfield, MA 01983.
- B. Chief of Police: Neal S. Hovey, 5 Worthington Ave, Danvers MA 01923.

Alternately, notice 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 the last and usual place of abode of the Chief of Police or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.



## SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have hereunto signed and sealed their Agreement and a duplicate thereof this 27<sup>th</sup> day of April in the year two thousand twenty.

### BOARD OF SELECTMEN

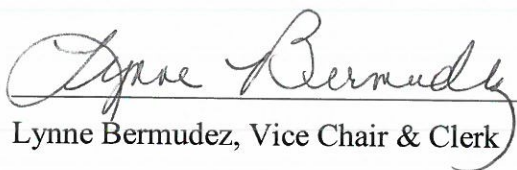
### CHIEF OF POLICE



John K. Spencer, Chair



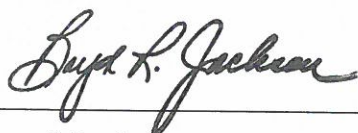
Neal S. Hovey



Lynne Bermudez, Vice Chair & Clerk



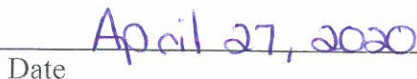
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Boyd Jackson, Member

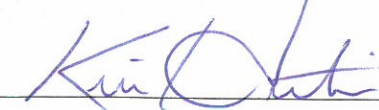


A. Richard Gandt, Member

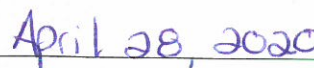


Date

### TOWN ADMINISTRATOR



Kevin G. Harutunian



Date