

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF TYNGSBOROUGH, MASSACHUSETTS
AND
CHRISTOPHER C. CHRONOPOULOS**

THIS Agreement, entered into as of the ____ day of _____, 2014 by and between the Town of Tyngsborough, Massachusetts, a municipal corporation (the "Town"), acting through its Board of Selectmen (the "Board"), and Christopher C. Chronopoulos of _____("Chronopoulos"),

WITNESSETH:

WHEREAS the Town desires to engage the services of Chronopoulos to hold the position and perform the duties of Deputy Police Chief; and

WHEREAS Chronopoulos is willing to undertake and perform the duties of said position of Deputy Police Chief of the Town;

NOW, THEREFORE, for mutual consideration, the parties agree as follows:

1. DUTIES

1.1 The duties of the Deputy Chief shall be as follows: be the second in command of the police department, be in charge of all administrative duties relating to payroll and billing, assist with the budgeting process, ensure that there is department wide compliance with all department rules and regulations, policies, town by-laws, and state and federal laws, directly assists and act in a confidential capacity to the Chief of Police and perform all other duties as assigned by the Chief of Police.

2. TERM

2.1 Chronopoulos agrees to remain in the exclusive employ of the Town from January 7, 2014, until December 31, 2016, and not to accept other employment or to become employed by any other employer until said termination date, unless said termination date is affected as below provided. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on Chronopoulos's time off; nor shall it include occasional commercial truck driving when requested and approved by the Chief of Police in advance; nor shall it include private firearm training when disclosed to, and approved by, the Chief of Police in advance, however such training shall not be available to Tyngsborough residents. The Board of Selectmen retains the right

to discontinue such allowance of commercial truck driving and firearm training at its sole discretion.

- 2.2 Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Chronopoulos to resign at any time from his position with the Town, subject only to the provisions set forth in Section 12.3 of this Agreement.
- 2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Chronopoulos at any time, subject only to the provisions set forth in Section 12 of this Agreement.
- 2.4 If this Agreement by a 3/5ths majority vote of the Board will not be renewed upon its expiration, the Town shall provide ninety (90) days written notice to Chronopoulos. If such advance notice is not given, then the contract shall automatically renew for a single one (1) year term.

3. HOURS OF WORK

- 3.1 Chronopoulos's work week shall ordinarily consist of forty (40) police business hours together with whatever additional weekday, evening, weekend or holiday hours that are necessary from time-to-time in order to properly respond to the demands of the position as determined to be necessary in accordance with G.L. c. 41, 97A, including police emergencies, supervising certain shifts, including night shifts, due to absences, attendance at Selectmen's meetings, Town Meetings, and other meetings at which his attendance would be beneficial to the orderly conduct of the Town's business and operations. Upon consultation with the Police Chief, the Board retains the right to recommend scheduling the Deputy Chief and the Police Chief on staggered shifts if it deems it necessary to maximize supervisory coverage for the Police Department.
- 3.2 The Deputy Police Chief shall be a salaried official of the Town and, as such, shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 20 U.S.C. Section 201, et seq.

4. SALARY

- 4.1 The Town agrees to pay Chronopoulos for his services rendered at an annual salary amount of one hundred fourteen thousand dollars (\$114,000) commencing on and prorated as of January 7, 2014, which would include in said amount of \$114,000 any and all

base salary increases to which Chronopoulos would be entitled to under G.L. c. 41, § 108L. Said salary would be payable in installments at the same time as other employees of the Town are paid. Commencing in the spring of 2014, spring of 2015, and spring of 2016, Chronopoulos may request that the Board reopen the contract solely for the purpose of discussing this Section; but, however, such reopening shall be in the sole and absolute discretion of the Board.

5. VACATION, SICK, AND OTHER LEAVE

- 5.1 The parties agree that Chronopoulos has received vacation time for the fiscal year ending June 30, 2014 on July 1, 2013 and therefore Chronopoulos shall not receive any additional vacation time. For the Town fiscal years beginning July 1, 2014 and July 1, 2015, Chronopoulos shall be entitled to thirty (30) days of vacation with pay during each fiscal year of service. For the period beginning July 1, 2016 and ending December 31, 2016, Chronopoulos shall be entitled to 15 days of vacation. Such vacation is to be taken by Chronopoulos at such time or times as shall be approved by the Police Chief. Up to fifteen (15) days of unused vacation may be carried over from one (1) Town fiscal year to the next. Upon resignation, retirement, or termination, unused previously accumulated vacation days shall be paid on the basis of his final salary and shall be prorated for the portion of the contract year actually worked.
- 5.2 Chronopoulos will accrue sick days at a rate of one (1) day per month during the term of this Agreement. Chronopoulos shall notify, in writing, the Police Chief who will in turn notify the Chairman of the Board in the event of an absence in excess of three (3) sick days. Chronopoulos shall not be paid annually for any unused sick time and shall not be paid for accrued unused sick days at the time of resignation, retirement, or termination.
- 5.3 The Town and Chronopoulos agree that Chronopoulos has accrued one hundred fifty (150) eight hour sick days as of the effective date of this contract. The Town agrees to compensate Chronopoulos a total of twenty four thousand nine hundred forty two dollars and sixty cents (\$24,942.60) in three equal installments to be paid in December 2014, 2015, and 2016 the amount of eight thousand three hundred fourteen dollars and twenty cents (\$8,314.20) for ninety (90) eight hour days of sick time accrued in his employment with the Town previous to entering into this agreement ("compensated sick time"). At the sole discretion of the Board of Selectmen, Chronopoulos may be allowed to access the balance of

the compensated sick time should he, in the opinion of a Town doctor, be unable to work due to non- work-related illness or injury. Any compensated sick time used by Chronopoulos in this manner shall be deducted from the succeeding installment payment. Chronopoulos shall begin the term of this agreement with sixty (60) eight hour days in a sick leave bank and shall not be paid for accrued unused sick days in this bank at the time of resignation, retirement, or termination. Chronopoulos agrees that any sick time buyback under the terms of this agreement is intended to be exempt from consideration for retirement calculation purposes.

- 5.4 Chronopoulos shall be eligible for other applicable leave benefits that are provided by Massachusetts or Federal law, or by the Town's Personnel Bylaw.

6. HEALTH INSURANCE AND OTHER BENEFITS

- 6.1 Chronopoulos shall enjoy all retirement, insurance, and other benefits generally available to full-time, non-union employees of the Town under the same terms and conditions, unless specifically limited or otherwise provided for under the terms of this Agreement.
- 6.2 The Town shall pay seventy per cent (70%) and Chronopoulos shall pay thirty per cent (30%) of the premium for the health insurance provided by the Town for Chronopoulos, unless the above contribution ratio is changed for all Town employees.
- 6.3 If Chronopoulos is employed by the Town and does not enroll in Town-provided health insurance for the entirety of health insurance plan years June 1, 2014 through May 31, 2015; and June 1, 2015 through May 31, 2016, the Town shall pay Chronopoulos \$3,000 in the payroll succeeding the end of each aforementioned respective health insurance plan year.

7. VEHICLE ALLOWANCE

- 7.1 The Town shall provide Chronopoulos a police vehicle for use as determined by the Police Chief. Use of this vehicle shall be limited to within a one hundred fifty (150) mile radius of the Tyngsborough Town Offices at 25 Bryants Lane, however such limitation may be less than 150 miles upon the recommendation of the Police Chief. Chronopoulos shall be permitted to use said vehicle beyond the 150 mile radius with prior permission from the Police Chief and the Chair of the Board of Selectmen

7.2 In the event that Chronopoulos is prohibited from discharging his duties due to suspension, or due to illness or injury for a period exceeding 7 calendar days, Chronopoulos shall be prohibited from using said police vehicle. Further, the Town by 3/5ths majority vote of the Board of Selectmen may require that Chronopoulos return said vehicle to the custody of the Board of Selectmen until he returns to work.

8. GENERAL EXPENSES

8.1 The Town recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Chronopoulos and hereby agrees to reimburse or to pay said general expenses according to normal Town procedures.

8.2 The Town shall provide Chronopoulos an annual clothing allowance for regulation police clothing of One Thousand Two Hundred Dollars (\$ 1,200) to be reimbursed upon proof of purchase on June 1st and December 1st of each year. For calendar year 2014, the first reimbursement shall occur upon submission by the Deputy, in lieu of the June 1st reimbursement.

9. PROFESSIONAL DEVELOPMENT

9.1 The Board recognizes its obligation to encourage the professional development of Chronopoulos and agrees that Chronopoulos shall be given adequate opportunity to develop his skills and abilities as a Deputy Police Chief. Accordingly, the Town shall allow and pay for Chronopoulos to attend courses and seminars, without loss of vacation or other leave, subject to the availability of funding and prior written approval of the Chairman of the Board.

10. PERFORMANCE EVALUATION

10.1 There shall be an annual performance evaluation of Chronopoulos by the Police Chief, to be held no later than December 31st of each contract year. Failure of the Police Chief to evaluate Chronopoulos's performance shall in no way prejudice any of the Town's rights.

10.2 The purpose of this evaluation is to:

10.2.1 Review the performance of Chronopoulos;

- 10.2.2 Determine if any improvements and/or training are required;
 - 10.2.3 Determine any changes needed in the job description; and
 - 10.2.4 Develop mutually agreed upon goals.
- 10.3 The Police Chief shall provide Chronopoulos with a summary written statement of the findings of the Chief. The Chief shall provide an adequate opportunity for Chronopoulos to discuss his evaluation with the Chief, and attach any written comments, before the review is made a part of Chronopoulos's personnel records. A copy of this review will be provided to the Board of Selectmen upon completion.

11. INDEMNIFICATION

- 11.1 To the extent allowed under M.G.L. c. 258, the Town shall defend, save harmless and indemnify Chronopoulos 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 Chronopoulos duties as Deputy Police Chief. The Town shall not be required to indemnify Chronopoulos for any claims arising out of conduct determined by a court of competent jurisdiction to be outside the scope of Chronopoulos duties or to be the result of gross negligence or willful, criminal, or malicious misconduct. The Town may compromise and settle any claim or suit for which Chronopoulos is indemnified and pay the amount of any settlement or judgment rendered thereon. The Town shall obtain the consent of Chronopoulos to settle any such claim, and such consent shall not be unreasonably withheld by Chronopoulos. The Town also shall not indemnify Chronopoulos for any costs associated with any claims or actions brought under Section 12 of this contract.

12. TERMINATION, SUSPENSION, AND SEVERANCE PAY

- 12.1 The Board may terminate or suspend Chronopoulos at any time during the term of this Agreement, but only if (a) 4/5ths majority of the Board and Chronopoulos agree, or (b) after a hearing, a 4/5ths majority of the Board votes to terminate or suspend Chronopoulos, provided, however, that Chronopoulos shall have been given written notice setting forth any charges at least ten days prior to such hearing by the Board members bringing such charges. The Board shall convene any hearing held pursuant to this section, and Chronopoulos shall be accorded all rights, under

M.G.L. c. 39, § 23B. The Board may place Chronopoulos on paid administrative leave pending such hearing.

- 12.2 In the event that Chronopoulos is terminated by the Board before the expiration of the aforesaid term of employment, then, in that event, the Board agrees to pay Chronopoulos a lump sum cash payment equal to two months aggregate salary; provided, however, that in the event Chronopoulos is terminated because of his conviction of any illegal act involving personal gain to himself or any other intentional or willful misconduct in the office, then, in those events, the Town shall have no obligation to pay the aggregate severance sum.
- 12.3 In the event Chronopoulos voluntarily resigns his position with the Town before the expiration of the aforesaid term of his employment, then Chronopoulos shall give the Board ninety (90) days written notice in advance, unless the parties otherwise agree.
- 12.4 Upon termination, the Town agrees to provide Chronopoulos with a complete copy of his personnel file, if requested.
- 12.5 If Chronopoulos dies during the term of this Agreement, the employment relationship created by this Agreement will terminate, and Chronopoulos salary shall continue to be paid to his designated beneficiary or, if none, to his estate representative through the end of the month in which his death occurs.

13. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- 13.1 The Board, in consultation with Chronopoulos, shall fix any other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Chronopoulos, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Town by-laws, or any other law.

14. NO REDUCTION OF BENEFITS

- 14.1 The Town shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Chronopoulos by a greater percentage than an applicable across the board decrease to the Town's police officers or other similarly situated management employees of the Town except that this Agreement may be amended at any time by mutual consent of the parties, except as provided in Section 16.3, below.

15. NOTICES

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by registered mail to Chronopoulos’s last known address, in the case of Chronopoulos, or to the Town’s principal office in Tyngsborough, Massachusetts, in the case of the Town.

16. GENERAL PROVISIONS

16.1 The text herein shall constitute the entire Agreement between the parties. If any provision, or 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.

16.2 This Agreement may be amended at any time by mutual written consent of the parties, except as otherwise provided herein.

16.3 Chronopoulos understands and agrees that all compensation and benefits provided under this Agreement are subject to appropriation from year to year by the Town Meeting. In the event that the Town Meeting does not vote to fund the monetary provisions, the parties shall attempt to renegotiate this Agreement.

16.4 This agreement supersedes all previous contracts and agreements, which are rendered null and void upon the effective date of this contract.

IN WITNESS THEREOF, the Town of Tyngsborough has caused this Agreement to be executed in its corporate name by its Board of Selectmen, and Christopher C. Chronopoulos has set his hand and seal, as of the day and year first written above.

CHRISTOPHER C. CHRONOPOULOS,
Deputy Police Chief,

BOARD OF SELECTMEN

Christopher C. Chronopoulos

Karyn Puleo, Chair

Robert Jackson, Vice Chairman

Richard Reault, Clerk

Corliss Lambert

Allen Curseaden