

EMPLOYMENT AGREEMENT

BETWEEN THE TOWN OF UPTON AND NICHOLAS J. PALMIERI POLICE CHIEF

Agreement made this 28th day of January 2025, by and between the Town Manager (the “Manager”), acting on behalf of the Town of Upton (hereinafter the “TOWN”), and Nicholas J. Palmieri, of Franklin, Massachusetts (hereinafter the “CHIEF” or “CHIEF OF POLICE”)

WHEREAS, the TOWN is desirous of securing the services of the CHIEF in the administration of the Police Department and Communications Department; and

WHEREAS, THE Town and the Chief of Police are desirous of entering into an employment agreement pursuant to the provisions of GL c 41 Section 108O; and

WHEREAS, the CHIEF is willing to perform the duties of the position of CHIEF OF POLICE according to the terms and conditions of this Contract;

NOW, THEREFORE, the TOWN and the CHIEF hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said CHIEF shall be entitled as CHIEF OF POLICE.

I. DUTIES

The administrative management of the Police and Communications Department for the TOWN shall be the responsibility of the CHIEF OF POLICE. His duties shall include but not be limited to the following:

- A. Supervision of the daily operation of the Police and Communications Department.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Police and Communications Department budgets.
- D. Submission of reports to the TOWN either orally or in writing when requested or required in order to ensure the proper communication between the TOWN and the Police Department.
- E. Being responsible for all departmental expenditures as well as the receipt of funds and property in the custody of the Department.
- F. Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.
- G. Establishing weapons, ammunition, uniforms, equipment, and vehicle specifications for the Police Department.
- H. Being in charge of all special, auxiliary, and/or reserve police officers.
- I. Supervision and management of all training programs for department personnel and the assignment of personnel to such programs.
- J. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies, and procedures; and the assignment to shifts and duties of all departmental personnel.

- K. Being available for hearings before any Board of the TOWN at which the Police Department is required to appear and before the TOWN Meeting when necessary.
- L. Being responsible for planning, organizing, directing, staffing, and coordinating police operations.
- M. Being responsible for communications with the public, including the media, on matters related to crime, police operations, and department policy.

II. HOURS OF WORK

A. The CHIEF agrees to devote that amount of time and energy which is reasonably necessary for the CHIEF to faithfully perform the duties of the CHIEF OF POLICE under this Contract.

B. It is recognized that the CHIEF OF POLICE must devote a great deal of time outside the normal office hours to the business of the TOWN; and to that end, the CHIEF OF POLICE shall be allowed to adjust his schedule as he shall deem appropriate during said normal office hours at such time which the CHIEF reasonably determines will adversely impact Department operations least. The Chief is an exempt employee for the purposes of the FLSA.

III. INDEMNIFICATION

The TOWN agrees that to the extent permitted by law, it shall defend, save harmless, and indemnify the CHIEF OF POLICE against any tort, professional liability claim or demand or other civil or criminal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the CHIEF'S duties as Police Chief of the TOWN filed by any third party. This provision shall survive the termination of this Agreement with respect to any acts or omissions while serving as Chief of Police.

IV. INSURANCE

A. Health and Life Insurance

The CHIEF OF POLICE shall be eligible for all health and life insurance benefits for which all other non-bargaining unit town employees are eligible. The TOWN agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to officers of any rank of the Police Department.

B. Injured on Duty

As a sworn police officer, the CHIEF OF POLICE shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

V. DUES AND SUBSCRIPTIONS

The TOWN agrees to budget and to pay for the professional dues and subscriptions of the CHIEF OF POLICE for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the

good of the TOWN, including but not limited to the International Association of Chiefs of Police, the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, and the Central Massachusetts Police Chiefs Association.

VI. PROFESSIONAL DEVELOPMENT

A. The TOWN recognizes its obligations to the professional development of the CHIEF OF POLICE, and agrees that the CHIEF OF POLICE shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator; accordingly, the CHIEF OF POLICE shall be allowed to attend, subject to appropriation, the Massachusetts, New England, and International Association Police Chief's Training conferences held within the continental United States each year without loss of vacation or other leave, and will be reimbursed by the TOWN for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

B. The TOWN also agrees to budget and pay for travel and subsistence expense of the CHIEF OF POLICE for short courses, institutes, and seminars that, in the chief's reasonable judgment, are necessary for his professional development.

C. The TOWN shall reimburse the POLICE CHIEF for reasonable expenses incurred in connection with his attendance at professional management development courses and seminars, subject to the prior approval of the TOWN, and subject to appropriation.

VII. DEATH DURING TERM OF EMPLOYMENT

If the CHIEF OF POLICE dies during the term of his employment, the TOWN shall pay to the CHIEF's estate all the compensation which would otherwise be payable to the CHIEF OF POLICE up to the date of the CHIEF's death, including, but not limited to, payment for any unused vacation days.

VIII. DISCIPLINE OR DISCHARGE

A. It is agreed that the CHIEF OF POLICE can be disciplined or discharged only for just cause, upon proper notice, and only after a hearing at which the CHIEF OF POLICE shall have the right to be represented by counsel. The principle of progressive discipline will apply, and the TOWN recognizes its obligation to provide the CHIEF with periodic performance evaluations.

B. The CHIEF OF POLICE may appeal any discipline or discharge to the Select Board pursuant to Section 4 (a) of the Town Manager Act, followed by an appeal to a single arbitrator subject to the Employment Arbitration Rules of the American Arbitration Association, and then the Superior Court as provided by law.

C. In the event of the suspension or discharge of the CHIEF OF POLICE, if an arbitrator or the court shall reverse or modify a suspension or discharge, the CHIEF OF POLICE shall be entitled to back pay, benefits as ordered by the arbitrator or Court.

IX. COMPENSATION

- A. The CHIEF OF POLICE shall receive an annual salary of One Hundred and Sixty-Seven Thousand Five Hundred dollars (\$167,500) as salary in the initial year of this Contract effective as of the date of signing until July 1, 2026. This salary is inclusive of educational incentives. The CHIEF will receive the same Cost of Living increase as approved for non-union employees and contract employees effective July 1st of each year
- B. The CHIEF OF POLICE shall receive an annual payment of two thousand dollars (\$2,000.00) for management of the Regional PSAP program. This payment will be made to the CHIEF OF POLICE annually on July 1st as long as the regional agreement remains in full force.
- C. The TOWN agrees to provide an annual uniform allowance of \$1,250, including FY 2026 effective July 1, 2025.
- D. The CHIEF shall receive holiday pay for the twelve (12) holidays listed in the Town's Personnel Policy and Procedures Manual for each holiday that the Chief performs his regular duties.
- E. The Manager agrees to annually review the base salary of the Police Chief and make upward adjustments that the Manager deems appropriate, based on market conditions, the financial condition of the Town, and the Chief's performance relative to established goals. Each year the Town Manager may recommend a merit increase of \$2,000 to the Police Chief's base salary upon the satisfactory performance review of annual department financial goals and within the salary classification of said position.
- F. The TOWN shall provide a police vehicle for use by the CHIEF OF POLICE and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the CHIEF OF POLICE in connection with the performance of his duties as CHIEF OF POLICE and for his professional growth and development. It may be used by the CHIEF for personal reasons, since the CHIEF IS "on-call" in the event of emergency.

Where not possible to use the vehicle provided in Subsection F above, the Town shall reimburse the CHIEF at the rate of IRS business travel rate per mile when the CHIEF uses his own private automobile in connection with either the performance of his duties as POLICE CHIEF or for his professional growth and development.

- G. The CHIEF will pay the same percentage contribution towards health care premiums as is required of other non-union employees of the Town, as the same may be adjusted from time to time.

X. LEAVE

- A. The CHIEF shall be credited with 15 days of sick leave annually or with a lesser amount as will limit accumulation from year to year of sick leave to a maximum of fifty (50) days. In the event that the CHIEF suffers a non-job-related injury or illness which is expected to keep him out of work more than

fifteen (15) calendar days, the CHIEF may of his choosing be paid according to the terms of the town funded Short Term Disability Policy or may choose to use accumulated sick time.

- B. Vacation - The CHIEF shall accrue annually, and have credited to his account on July 1 of each calendar year, vacation leave at an annual rate of twenty five (25) days per year. Prorated vacation days will be credited to the CHIEF from the starting day of February 10, 2025 for use prior to June 30, 2025. Up to ten (10) days of unused vacation leave may be carried over from year to year on July 1 of each calendar year. Any unused vacation leave will be paid to the CHIEF at the termination of this agreement.
- C. Personal Days – The CHIEF, with specific approval of the Town Manager, may be granted up to three (3) days of personal leave in any year to meet a serious personal obligation that cannot be met other than during working hours. Personal leave shall not be deemed an extension of vacation leave, sick leave, or emergency leave.
- D. Bereavement Leave- In the event of the death of a spouse, son, daughter, father, mother, stepson, stepdaughter, stepfather, stepmother, brother, sister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, or any person not classified above, but who permanently resides with the family of the CHIEF, the CHIEF shall be granted three (3) days off; and in the event of a death in the CHIEF's family for a relative other than those herein enumerated, the CHIEF shall be granted two (2) days off as bereavement leave within a reasonable amount of time, subject to the approval of the Town Manager, without loss of pay for the purpose of attending funeral services, arranging for burial, and as a period of bereavement. Leave without loss of pay under this section will not be deducted from sick, personal, or vacation leave.

XI. NO REDUCTION IN BENEFITS

The TOWN agrees that it shall not at any time during the term of this Contract reduce the salary, compensation, or other benefits of the CHIEF OF POLICE.

XII. MODIFICATION

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

XIII. LENGTH OF CONTRACT

- A. The Town Manager, as expressly stated within Section 2 and Section 4 of the Town Managers Act, is the appointing authority and the CHIEF's appointment shall coincide with the terms of this contract. Subsequent renewals and extensions of contracts do not require reappointment.
- B. The initial term of this contract shall be for a period commencing February 10, 2025 and ending June 30, 2028. However, this Contract may be extended as provided by its terms.

- C. Unless either party provides written notice to the other of its intention to renegotiate and/ or not renew this contract no less than nine (9) months prior to the end of its initial or any extended term, this contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.
- D. In the event the CHIEF OF POLICE resigns following a formal suggestion by the TOWN that he resign before the expiration of this contract, the TOWN agrees to pay the CHIEF OF POLICE a lump sum severance payment equal to the balance of any term of appointment up to a maximum of nine (9) months' pay.
- E. In the event the CHIEF OF POLICE intends to resign voluntarily before the natural expiration of any term of employment, then the CHIEF OF POLICE shall give the TOWN ninety (90) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the CHIEF will be entitled to receive pay for any unused vacation .

XIV. General Provisions.

- A. The text herein shall constitute the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties except as expressly set forth herein. This Agreement may be amended or modified only by a written instrument executed by the parties hereto or by their successors and assigns.
- B. All provisions of the Town's General Bylaws, and the regulations, policies, and practices of the Town relating to vacation and sick leave, retirements and pensions, contributions, holidays; and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the CHIEF OF POLICE as they would to other employees of the Town in addition to the benefits enumerated in this Agreement specifically for the benefit of the CHIEF OF POLICE. In the event of any conflicts, the provisions of this Agreement shall prevail.
- 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. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the CHIEF OF POLICE.
- E. This Agreement is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.


IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

FOR THE TOWN



Joseph T. Laydon
Town Manager

FOR THE CHIEF OF POLICE



Nicholas J. Palmieri

Correction: Contract includes minor edits made and agreed upon by J. Laydon and N. Palmieri on 2-3-2025