

## **EMPLOYMENT AGREEMENT**

AGREEMENT dated October 12, 2021 by and between the Town of NANTUCKET, MASSACHUSETTS, acting by and through its Town Manager, with officers at the Town and County Building, 16 Broad Street, Nantucket, MA 02554 (hereinafter called the "Town") and William Pittman residing at [REDACTED], Nantucket, MA 02554 (hereinafter called "PITTMAN").

### **WITNESSETH**

WHEREAS, the Town desires to employ PITTMAN as the Police Chief of the Town pursuant to (MGL c. 41. S. 97A) and as shown in Exhibit A (attached hereto) and PITTMAN desires to accept such employment, all on the terms hereinafter set fourth;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **ARTICLE 1 - EMPLOYMENT**

- 1.1 The TOWN hereby employs PITTMAN, and PITTMAN hereby accepts the employment to perform certain duties and services to the TOWN as described in Article 2.
- 1.2 PITTMAN will devote his best efforts and full business time and energy exclusively to the performance of his duties and responsibilities to the TOWN and to advancing the interests of the TOWN from that position.
- 1.3 PITTMAN agrees that during the period of employment described in Article 3, he will not engage or participate in, directly or indirectly, whether as an agent, employee, officer, director, independent contractor or otherwise render advisory or other services to, or make any financial investment in any person, partnership, corporation or other business entity which does business with the TOWN, which would create a conflict of interest or in any way directly interfere with his duties as Police Chief, except to the extent that he has made written disclosure of such activities to the TOWN at least 14 days in advance and has received approval therefore by the TOWN.
- 1.4 PITTMAN, as the TOWN's appointed Police Chief, shall be sworn to the faithful performance of his duties, and during the time that he holds such office, PITTMAN shall hold no elective TOWN office, but may be appointed by the Select Board, or by any other TOWN officer, board or commission to any other TOWN office or position consistent with his office.

**ARTICLE 2 – SERVICES**

- 2.1 PITTMAN will perform the duties associated with the position of Police Chief including without limitation the duties and responsibilities set forth in Exhibit A, attached hereto, and such other duties as may be reasonably assigned to him by the Town Manager. In the exercise of his duties, he shall normally be on call twenty-four hours a day except during absences authorized by the TOWN. During such absences PITTMAN shall designate an employee as Acting Police Chief.
- 2.2 PITTMAN shall report and be responsible to the Town Manager, and shall act by and for the Town Manager in any matter which may be assigned to him relating to the administration of the affairs of Police Department; or, with approval of the Town Manager, may perform such other duties as may be requested of him by any other Town officer, board, committee or commission.
- 2.3 Any amendment to the scope of service or work of this agreement or any work to be performed beyond the scope of this agreement will not be performed by PITTMAN without the approval of the Town Manager.

**ARTICLE 3 – PERIOD OF EMPLOYMENT**

- 3.1 The term of Agreement shall commence on October 12, 2021 and end on October 11, 2024.
- 3.2 PITTMAN shall proceed with the services under this Agreement upon the commencement hereof and will diligently and faithfully prosecute the work to completion in accordance with the applicable employment standards otherwise applicable to such department head positions.
- 3.3 PITTMAN shall seek approval from the Massachusetts General Court for an exemption from mandatory retirement at age 65 allowing him continue to serve beyond his mandatory retirement date of November 30, 2023 until the conclusion of this agreement. The TOWN shall support that effort.

**ARTICLE 4 – PAYMENTS**

- 4.1 As compensation in full for the services performed under Article 2, the TOWN will pay PITTMAN and PITTMAN shall accept payment as follows: First a base salary at the rate of One Hundred Seventy Five Thousand Four Hundred Six Dollars (\$175,406) per year effective October 12, 2021; Thereafter, PITTMAN shall receive an annual pay increase as follows: One Hundred Seventy Eight Thousand Thirty Eight Dollars (\$178,038) per year

effective October 12, 2022; One Hundred Eighty Thousand Seven Hundred Nine Dollars (\$180,709) per year effective October 12, 2023.

PITTMAN shall also receive an education incentive equivalent to 25% of his base salary. Such salary shall be payable at such intervals as is customary with the Town's employees, subject to applicable withholding and otherwise in conformity with the normal payroll practices of the TOWN.

- 4.2 PITTMAN shall also be entitled to reimbursement by the Town for ordinary and necessary out-of-pocket business expenses incurred by Pittman in performance of the above services and in acting for the Town during the term of this Agreement when receipts are presented to the TOWN. These out-of-pocket expenses are expected to include without limitation the following: transportation and subsistence, toll telephone calls and telegraph; printing and reproduction; and identifiable supplies. Membership and travel expenses associated with PITTMAN's membership, if any, in the International Association of Chiefs of Police (IACP), Massachusetts Police Chiefs Association, the Cape & Islands Police Chiefs Association and the Police Executive Research Forum (PERF) shall be paid for by the TOWN. PITTMAN shall be allowed to attend the annual IACP meeting with no loss of vacation or other paid leave.
- 4.3 The TOWN shall provide PITTMAN all required uniforms and equipment.
- 4.4 The TOWN shall provide a police vehicle for use by PITTMAN and shall pay all attendant operating and maintenance expenses and insurance. The vehicle is to be used by PITTMAN in connection with the performance of his duties as Chief of Police. It may be used by PITTMAN for personal reasons, since PITTMAN is "on-call" in the event of any emergency. It is understood that this vehicle may not be driven or used by any person other than PITTMAN except a person designated by PITTMAN for law enforcement related purposes only.
- 4.5 The TOWN shall provide a cellular phone for use by PITTMAN for Town as well as personal use.

#### **ARTICLE 5 – FRINGE BENEFITS**

- 5.1 PITTMAN shall be entitled to twenty-eight (28) days of vacation during each full year of employment, which may be taken all at once or as separate days. Such vacation shall be taken at such times as is compatible with the work schedule of PITTMAN and the business of the TOWN. PITTMAN shall not be entitled to vacation pay in lieu of vacation, and any vacation time not used during the period of this agreement shall be deemed waived, unless otherwise approved by the Town Manager

- 5.2 PITTMAN shall be entitled to fifteen (15) sick days during each full year of employment, which shall accumulate at the rate of 1.25 days per month. Sick leave may not accumulate beyond 150 days. PITTMAN shall also be entitled to two (2) personal days per year. Upon retirement or termination of this Agreement, provided PITTMAN has at least ten (10) years of service with the TOWN, whichever occurs first, PITTMAN shall receive payment equivalent to 50% of his accumulated sick time as of the date of retirement from the TOWN/COUNTY or termination of this Agreement.
- 5.3 PITTMAN shall be entitled to holiday pay for the following holidays, provided that he is on duty at any time during those days: New Year's Day, Martin Luther King Day, President's Day, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, the day before or after Christmas or Thanksgiving.
- 5.4 In the event of a death in PITTMAN's immediate family (i.e., spouse, children, mother, father, mother-in-law, father-in-law, grandparents, brother or sister) he will be paid up to five (5) working days for scheduled time lost.
- 5.5 During the period of this Agreement, the TOWN shall provide PITTMAN participation in any medical, dental, health and group life insurance programs currently then generally available or which may in the future become available to employees of the TOWN, the cost of which shall be borne by the TOWN and/or PITTMAN, in accordance with the standard benefits plans in effect for TOWN employees. PITTMAN is subject to changes in contribution percentages for health insurance in such intervals as is customary for non-union employees. To the extent so provided to employees of the TOWN, these benefits may include TOWN payments to or for the benefit of PITTMAN, to the Barnstable County Retirement Contribution, Medical Insurance and Group Life Insurance on the life of PITTMAN.
- 5.6 Notwithstanding the foregoing, this Agreement shall not require the TOWN to establish or maintain or continue in existence, any particular fringe benefits for employees of the TOWN and nothing in this Agreement shall restrict the right of the TOWN to amend, modify or terminate any such fringe benefit programs which exist now or later come into existence. In the event the TOWN's potential liability for any breach of its obligation to provide such insurance coverage to PITTMAN shall be limited to the amount of premiums payable by the TOWN to obtain the coverage contemplated herein.

## **ARTICLE 6 – TERMINATION**

- 6.1 The TOWN and PITTMAN agree that both parties may terminate this agreement by mutual consent in writing without any obligation to pay any severance sum, except for unused vacation and 50% of accumulated unused sick days.

- 6.2 The TOWN and PITTMAN agree that either party may terminate this Agreement, for cause, upon ninety (90) days written notice to the other at the latest current address then on file with the Town Administrator's office. For the purposes of this Agreement, the word "cause" shall mean any ground asserted in good faith which is not arbitrary, irrational, unreasonable or irrelevant to the task of ensuring efficient management of the Town. The notice shall advise of the basis for the proposed termination and afford an opportunity to request a public hearing on the same.
- 6.3 Nothing contained in this Agreement shall affect the appointment or removal powers of the TOWN over its Police Chief, nor does this Agreement in any way grant tenure to such officer or abridge the provisions of Massachusetts Laws Chapter 41, Section 97A. Accordingly, this contract may be terminated without cause by the TOWN upon (90) days written notice to PITTMAN at the latest current address then on file with the Town Manager's office, but if such termination without cause occurs, then the TOWN shall pay PITTMAN a lump sum equal to six (6) month's salary, plus any unused vacation and 50% of accumulated unused sick days as severance pay in full settlement of any and all claims.

#### **ARTICLE 7 – GENERAL PROVISIONS**

- 7.1 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.2 Except as otherwise expressly provided in this Agreement any decision or action by the TOWN relating to this Agreement, or its operation or its termination, shall be made by the Town Manager, subject to a vote of disapproval as provided for in section 3.4(a)(4) of the Charter of the Town of Nantucket.
- 7.3 This contract, together with Exhibit A includes the entire Agreement of the TOWN and PITTMAN and may be changed (amended, modified or terms waived) only in writing, and signed by the TOWN and PITTMAN. Any notices required or allowed shall be to the parties address on file with Town Administration by certified mail, return receipt requested.
- 7.4 If any provisions or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement or portions thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

- 7.5 This Agreement is governed by the laws of Massachusetts, and the Article headings included in each Article are for reference only and do not affect the meaning of this contract.
- 7.6 Except as herein provided or modified, all provisions of the Personnel Bylaw of the Town of Nantucket concerning benefits provided under the Bylaw, as they now exist or may hereafter be amended or changed, shall apply to PITTMAN. This provision shall not be construed to grant an entitlement to continued employment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this <sup>20<sup>th</sup></sup> day of October, 2021.

By: William J. Pittman  
William J. Pittman

Town of Nantucket  
By its Town Manager

By: C. Elizabeth Gibson  
C. Elizabeth Gibson