

**CONTRACT OF EMPLOYMENT BETWEEN  
THE TOWN OF LANESBOROUGH AND  
ROBERT DERKSEN, CHIEF OF POLICE**

This Contract, made on the 12<sup>th</sup> of October, 2021, by and between the Town of Lanesborough, MA (hereinafter referred to as “Town”), acting through its Board of Selectmen, and Robert Derksen (hereinafter referred to as “Chief”) sets the following terms and conditions of employment.

The Town agrees to engage the services of Robert Derksen as Chief of Police of the Lanesborough Police Department, and as such agrees to the following terms and conditions of employment.

1. This contract will be in effect for the period July 19, 2021 until June 30, 2026. This contract automatically expires on June 30, 2026, and does not automatically rollover. In the event the parties wish to continue this contract beyond June 30, 2026, then the parties will commence negotiations at least ninety (90) calendar days prior to June 30, 2026.
2. The Chief is required to work a minimum of five (5) eight (8) hour days per week for a total of forty (40) hours. However, it is an expectation of the position that the Chief will work additional hours beyond forty (40) hours per week whenever necessary to fulfill the requirements of the position without additional compensation.
3. The Chief shall be paid an annual salary of \$92,321 as of July 19, 2021 through June 30, 2022. The annual salary effective July 1, 2022 shall be 2.5% higher (i.e., \$94,629.03), the annual salary effective July 1, 2023 shall be 2.25% higher (i.e., \$96,758.18), the annual salary effective July 1, 2024 shall be 2.25% higher (i.e., \$98,935.24), and the annual salary effective July 1, 2025 shall be 2.25% higher (i.e., \$101,161.28).
4. The Chief shall be entitled to the following benefits:
  - a. One (1) paid sick day shall be accumulated at the end of each month of employment up to a total of twelve (12) sick days per year. The Chief can accumulate sick time continually for his own extended illness or injury, but only the annual total of twelve (12) days can be used for sickness or injury of his spouse or children. If the Chief is absent due to sickness on three (3) or more consecutive days, if there is a pattern of sick leave use, and/or sick leave abuse is suspected; the Chief will be required to submit a doctor’s note to the Town Administrator.
  - b. The Chief shall be granted time off for which he will be paid at his regular rate of compensation to conduct personal business. It is understood that personal leave is not to be utilized for either personal pleasure or personal business profit, but rather for personal business that must be conducted during the regular work hours of the Chief. Such leave shall not exceed four (4) days in any one fiscal year. Personal leave will be taken during the fiscal year at the time requested by the Chief, with reasonable notice, and approved by the Town Administrator.
  - c. Eleven (11) holidays as listed below shall be recognized by this contract. If the holiday falls on a Saturday, the preceding Friday will be considered the holiday. If the holiday falls on a Sunday, the succeeding Monday will be considered the holiday.

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

- d. In the event of the death of a spouse, child, parent, sister, brother, grandparent, mother-in-law, father-in-law, stepchild, stepparent, significant other, or others at the discretion of the Board of Selectmen, the Chief shall be granted three (3) days off for which he will be paid at his regular rate of compensation. Such leave may be granted commensurate with the funeral and related necessary procedures.
  - e. The Town will provide a sum of \$150.00 per year as re-imbusement for a health club membership.
  - f. The Chief must provide prompt and timely notice via email to the Town Administrator, Town Secretary, and Town Treasurer of the need to use such leave, including partial days, regarding his use of any sick leave, personal, vacation, and/or bereavement leave time. Except in the event of an emergency, such written notice will be provided in advance of use of the leave and will also be submitted on a leave request form. In addition, the Chief shall provide the Town Administrator, Town Accountant, and Town Treasurer with a bi-weekly written accounting via email of his leave time usage.
5. At the time of retirement, the Chief shall be entitled to buyback sick time with a maximum of two hundred and ten (210) days at fifty-five percent (55%) reimbursement. The Chief shall receive a lump sum cash payment in lieu of any credited vacation (as may be prorated in accordance with section 11 below) or sick leave herein not yet taken upon retirement or termination. The portion of the lump sum payment attributable to accumulated sick leave will be paid in July of the succeeding fiscal year if at least six (6) months advance notice of retirement is received. In the event of a non-renewal of the contract at the end of its term, this six (6) month notice provision will not apply.
  6. The Chief shall be entitled to an eleven hundred dollar (\$1,100) yearly uniform allowance for the term of this contract. The uniform allowance may also be used for Court and Business attire as well as eyeglasses.
  7. The Town agrees to provide a group hospitalization and surgical insurance plan, which is available to other town employees.
  8. The Town agrees to provide a dental insurance plan, which is available to other town employees.
  9. The Town agrees to provide a \$10,000 term life insurance plan, which is available to other town employees.


10. The Chief shall be entitled to thirty (30) working days of vacation leave with pay to be credited on July 19<sup>th</sup> of each year, which shall not be increased. Upon separation from employment, the Chief will receive a prorated amount of remaining vacation leave (e.g., if the Chief worked for half (1/2) of the work year and did not use any vacation days, the Chief would receive payment for fifteen (15) vacation days).
11. The Chief may use any Town vehicle for personal use within the Town of Lanesborough or ten miles beyond its borders.
12. The Town agrees to furnish professional liability insurance for Robert Derksen in his capacity as Chief of Police with liability limits of \$1,000,000.
13. In accordance with the provisions of M.G.L. c. 258, the Town agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand, or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties as the Chief of Police of the Town.
14. As a sworn police officer, the Chief shall be entitled to injured-on-duty benefits as provided in M.G.L. c. 41, §111F.
15. It is so agreed that Robert Derksen may be discharged from his position as Chief of Police during the term of this Contract only for just cause upon proper notice and only after a hearing at which he shall have the right to be represented by counsel and shall have the further option of choosing whether or not such hearing shall be closed to the public or to be held as an open meeting. Discharge of the Chief shall only be by a unanimous vote of the Board of Selectmen.
16. In the event that the Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Chief shall give the Board of Selectmen a six (6) month written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Chief shall be entitled to receive pay for any accrued, but unused, leave in accordance with Section 5 above. If the Chief is dismissed for just cause, he shall not be entitled to receive pay for any accrued, but unused, sick leave.
17. The Chief may appeal any discharge or suspension to the American Arbitration Association, which shall have jurisdiction to review whether any discipline was proper and may order the reinstatement of Robert Derksen as Chief of Police if the arbitrator finds that the Chief has been improperly suspended or discharged. However, the Chief understands and agrees that he may not appeal or otherwise contest the non-renewal of his employment to be effective June 30, 2026 provided the Town provides at least ninety (90) calendar days advance written notice.
18. If the Chief dies during his term as Chief, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death, including, but not limited to, payment for any unused leave days.
19. 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, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town.

20. Robert Derksen shall perform all duties of Chief in an ethical, professional, and prudent manner. The Chief is charged with management of the police department in an efficient and cost-effective manner, and shall support the Town's proposed police department budget at each annual Town Meeting. Further, the Chief will not encourage others to oppose or otherwise modify the Town's proposed police department budget.
21. If so agreed to by both parties, any number of articles may be reopened for negotiation at any point during the length of this contract.
22. No change or modification of this Contract shall be valid, unless it shall be in writing and signed by both of the parties.
23. This Contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.
24. If any clause or provision of this Contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby.

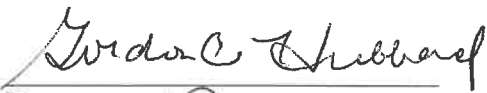
Agreed to and signed in Lanesborough, Massachusetts this 12<sup>th</sup> day of October, 2021.

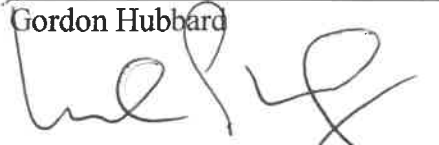
Board of Selectmen

Chief of Police

  
John Goerlach, Chairman

  
Robert Derksen

  
Gordon Hubbard

  
Michael Murphy