

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 25th day of May, 2025, by and between the Town of Dighton, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as the "Town", and Stacy Ferry of 1070 Williams Street, North Dighton, MA 02764, hereinafter referred to as "Ferry".

WITNESSETH:

WHEREAS, the Board of Selectmen (hereinafter the "Board") voted unanimously on May 21, 2025 to enter into this agreement with Ferry for the position of Animal Control Officer for the Town of Dighton with duties described in the attached job description(s) as "Appendix A"; and

WHEREAS, the Board and Ferry now desire to enter into a written contract of employment setting forth the terms and conditions of such employment;

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT.** The Town hereby employs Ferry, and she hereby accepts employment as Animal Control Officer for the Town of Dighton. The Town and Ferry recognize Ferry's customary appointment as Animal Control Officer in accordance with the provisions of Chapter 129 of the Massachusetts General Laws. Ferry agrees serve as Dighton Animal Inspector if she continues to be nominated to said position by the Board of Selectmen and appointed as Animal Inspector by the Commonwealth of Massachusetts.
2. **TERM.** The term of employment shall be a period of three (3) years, beginning July 1, 2025 and ending on June 30, 2028, unless this Agreement is sooner terminated as herein provided for.
3. **COMPENSATION.** The Town shall pay Ferry an annual salary of \$48,415.50 commencing on July 1, 2025.

Commencing on July 1, 2026 and following a successful performance evaluation conducted as described below, the Board shall vote to increase the annual compensation by no less than 2%. The Board may vote to increase the annual compensation by more than 2%, at its own discretion.

Commencing on July 1, 2027 and following a successful performance evaluation conducted as described below, the Board shall vote to increase the annual compensation by no less than 2%. The Board may vote to increase the annual compensation by more

than 2%, at its own discretion.

The annual salary shall be paid in equal weekly installments on the same day as other employees of the Town are paid. Future reviews of the terms and compensation shall occur with the Board at least 30 days prior to the expiration of each term of this agreement.

4. **DUTIES.** Ferry shall perform faithfully, to the best of her ability, such duties and responsibilities as shall be assigned by the Board and including, without limitation, those set forth in the job description which is attached hereto and incorporated herein by reference.

5. **HOURS OF WORK.** The basic work week of Ferry shall be a flexible thirty-five (35) hour work week, scheduled on Monday through Friday. In addition to her basic work week, Ferry shall be on call 24 hours/7 days a week and shall attend any meetings of the Town as the Police Chief may direct. Ferry shall be granted either compensatory time off during her basic work week for all such additional hours worked by her if approved by the Board and/or the Town Administrator or overtime at the Police Chief's discretion and as the budget permits. At no time shall Ferry accrue more than forty (40) hours of compensatory time.

6. **VACATION.** The Animal Control Officer shall be entitled to four (4) weeks vacation with pay during each year of the term of this contract, exclusive of legal holidays. Except for the provision outlined in Paragraph 18 (b), if the Employment Agreement with the Animal Control Officer is terminated on or prior to its expiration, Ferry shall receive payment for unused accrued vacation time on a pro-rated basis based upon when her employment is terminated in the fiscal year. Vacation time is cumulative and must be used. In the event that Ferry is unable to use her vacation by the end of the fiscal year, she may request to carry forward to the next fiscal year up to but not to exceed two (2) weeks' vacation time. Ferry shall not take more than two (2) weeks' vacation consecutively unless a longer period of time is agreed to by the Police Chief in advance.

7. **SICK LEAVE.** Sick leave shall consist of one (1) day per month, not to exceed twelve (12) days per year. The Town agrees to recognize a beginning sick leave balance of seven hundred and fifty (750) hours of sick leave to Ferry to account for previous years of employment with the Town of Dighton. The Town and Ferry agree that said beginning balance of accrued sick leave will resolve any and all claims by Ferry to the Town regarding the accrual of said sick leave.

8. **PERSONAL LEAVE DAYS.** The Animal Control Officer shall receive four (4) personal days per year. Personal days are not cumulative and cannot be carried forward to another fiscal year. Unused personal days shall not be compensated.

9. **BEREAVEMENT LEAVE.** Bereavement Leave without loss of pay shall be granted for death in the immediate family up to three (3) days. These days are to be used within ten

(10) days of death unless funeral or burial is postponed:

Mother-in-Law	Father-in-Law
Grandparents	Grandchildren
Son-in-Law	Daughter-in-Law
Brother-in-Law	Sister-in-Law

Up to five (5) working days:

Mother	Father	Stepchild
Sister	Brother	Stepparents
Child	Spouse	Person living in Household
Grandchild (if grandparent is guardian)		

Up to one (1) working day for all other relatives (Aunt, Uncle, Niece, Nephew and Cousin).

10. **JURY DUTY.** In the event Ferry is required to perform jury duty, she shall receive leave with pay for the duration of such duty. Ferry shall be paid the difference between the jury duty pay, exclusive of mileage and expenses, and her regular compensation.

11. **UNPAID LEAVE.** Unpaid leave may be granted to Ferry by the Board for any period or periods of absence which are not covered by any paid leave provided for hereunder.

12. **HOLIDAYS.** Ferry shall be excused from work without loss of pay on the following holidays and any other holiday declared by the Governor, the General Court or the Board.:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve (1/2 day)
Juneteenth	Christmas Day

If a holiday falls on a Saturday, the preceding workday shall be the designated holiday. If a holiday falls on a Sunday, the following Monday shall be the designated holiday.

If Ferry is called in to work on any of the listed holidays, she will be compensated at time and one half (1 ½) for documented hours worked with a minimum of four (4) hours.

13. **GROUP HEALTH AND LIFE INSURANCE.** The group health insurance plan and the group life insurance plan provided by the Town for its employees shall be available to Ferry. The Town will continue to pay the current percentage in healthcare coverage of and the employee shall continue to pay the current percentage in healthcare coverage as

currently provided for non-union employees.

14. **UNIFORM ALLOWANCE.** The Town agrees to provide the Animal Control Officer a clothing/gear allowance of \$1,000.00/per year. The full amount may be used for clothing/gear cleaning expenses. Payment will be made to the clothing supplier or the Animal Control Officer upon receipt of clothing/equipment/job-related material bills.

15. **PROFESSIONAL DEVELOPMENT.** Ferry shall be permitted to attend courses, seminars, conferences and meetings, approved in advance by the Board, to develop her skills and abilities as Animal Control Officer to the Town of Dighton. She shall also be allowed to become a member of professional organizations and to subscribe to professional publications approved in advance by the Chief of Police. The cost thereof shall be paid by the Town.

16. **PERFORMANCE EVALUATION.** The performance of Ferry shall be evaluated in writing by the Police Chief prior to the annual review of her salary provided for in paragraph 3. She shall have the right to make a written response to such evaluation, and the written evaluation and the response shall be filed in her personnel file.

17. **INDEMNIFICATION.** The Town agrees that if the Animal Control Officer is required to participate in legal proceedings relating to all incidents in which the Animal Control Officer as employee of the Town is involved that is within the scope of her duties and responsibilities, she shall receive the appropriate legal representation from Town Counsel or a designee as provided by the liability insurer of the Town as provided for in Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

18. **TERMINATION.** This Agreement may be terminated during its term by:

- a. Mutual agreement of the parties;
- b. The adoption and approval of a town employee personnel policy that covers non-union positions such as that of the Animal Control Officer, in which case this Agreement shall terminate thirty (30) days after such adoption and approval;
- c. Retirement of Ferry;
- d. Disability of Ferry that prevents the performance of her duties for a period of one hundred eighty (180) days;
- e. Death of Ferry;
- f. Dismissal of Ferry for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other good cause. If any such dismissal is intended by the Board, Ferry shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. If she so requests, she shall be given a

hearing before the Board at which he may be represented by Counsel, present evidence, and call witnesses to testify in her behalf.

20. **RENEWAL OF AGREEMENT.** This agreement will not renew automatically. This Agreement shall terminate at the end of said term unless it is extended for an additional term of a year or years by the Board. The Board shall give Ferry written notice of at least sixty (60) days prior to the end of the term as to whereof it desires to renew the Agreement. In the event Ferry is not interested in a renewal of the Agreement, she shall give the Board written notice of such fact at least sixty (60) days prior to the end of the term. In the absence of the aforementioned written notice from the Board or Ferry referenced in this paragraph, this Agreement shall terminate at the end of its present term as set forth herein.

21. **ENTIRE AGREEMENT.** This Agreement embodies the whole agreement between the Board and Ferry and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by writing signed by the party against whom enforcement thereof is sought.

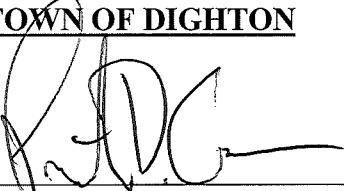
22. **SEVERABILITY CLAUSE.** If any paragraph or provision of this Agreement is invalid or deemed illegal or unenforceable, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

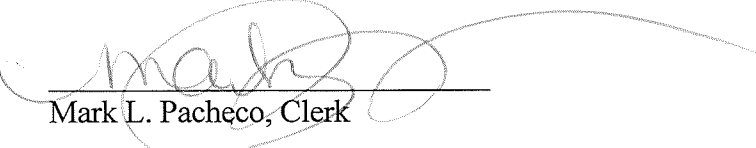
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in duplicate on the day and year first above written.

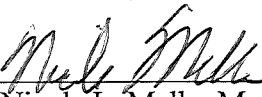
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BOARD OF SELECTMEN

TOWN OF DIGHTON




Peter D. Caron, Chairman

Mark L. Pacheco, Clerk

Nicole L. Mello, Member

ANIMAL CONTROL OFFICER, TOWN OF DIGHTON



Stacy Ferry