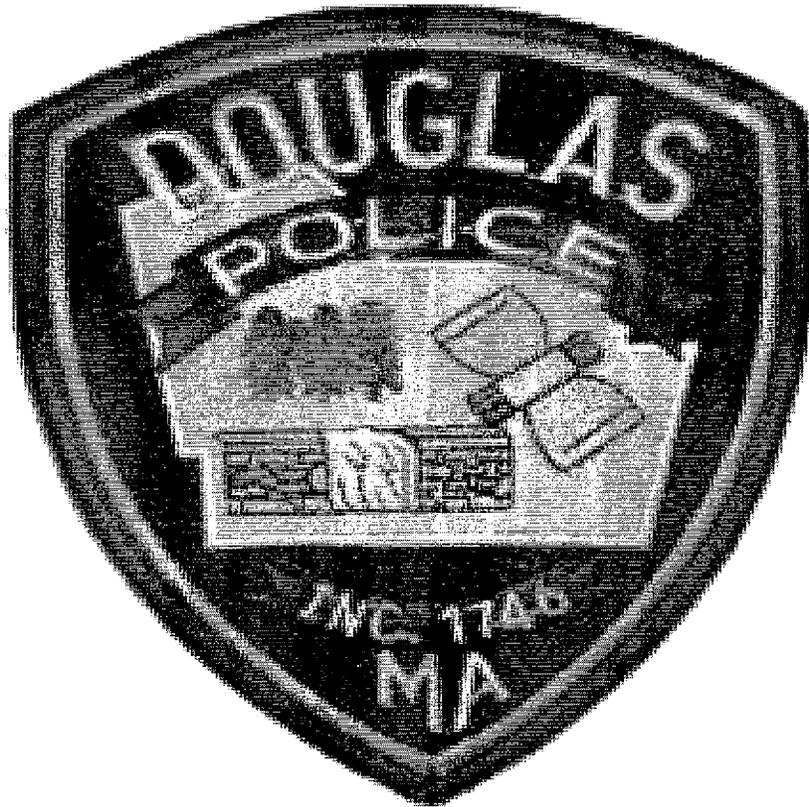


# **DOUGLAS POLICE DEPARTMENT**

## **LIEUTENANT CONTRACT**



**Agreement between the Town of Douglas and Police Lt. Nick L. Miglionico**

**Effective July 1, 2014 thru June 30, 2017**

**Police Lieutenant Contract  
Town of Douglas**

Agreement made this **15th** day of **June, 2015** by and between the **Town of Douglas** (hereinafter the **Town**) and **Nicky L. Miglionico** of Dudley, Massachusetts (hereinafter the **Lieutenant**)

WHEREAS, the Town is desirous of maintaining the services of the Lieutenant in the administration and operations of the Douglas Police Department; and

WHEREAS, the Lieutenant is willing to perform the duties of the position of Lieutenant according to the terms and conditions of this contract;

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

**1. Duties:**

The Town hereby agrees to employ Nicky L. Miglionico as Lieutenant of the Douglas Police Department to serve as Police Lieutenant. The Lieutenant's duties include, but are not limited to, the duties as set out in the Lieutenant's Job Description.

**2. Hours of Work:**

The Lieutenant agrees to devote the amount of time and energy which is reasonably necessary for him to faithfully perform the duties of Lieutenant. The Lieutenants schedule will consist of a Monday through Friday work week with Saturday and Sunday off. A shift or tour of duty shall consist of eight (8) consecutive hours from 0700-1500. It is recognized that the Lieutenant must devote additional time outside his normal hours of work and to that end, the Lieutenant shall be compensated at 1.5 hours LOP (Lieu of Pay) time for each additional hour worked. In the Chiefs absence the work schedule of the Lieutenant may be altered to meet the needs of the Department.

**3. Indemnification:**

To the extent permitted by Law, the Town agrees that the Town shall defend, save harmless and indemnify the Lieutenant 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 the Lieutenants duties, in an amount not to exceed \$1,000,000.00 . The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon to the same extent and in the same manner as the Town does for any other employee, even if said claim has been made following the Lieutenant's termination from employment except for any acts

or omissions of the Lieutenant which do not subject the Town to liability under the provisions of Chapter 258 of the Massachusetts General Laws.

The town shall not indemnify the Lieutenant for any potential disciplinary hearing or disciplinary action by the Board of Selectmen, or any proceedings or lawsuits brought by the Lieutenant against the Town or any current or former town officials and/or employees. The Town shall not indemnify the Lieutenant for expenses incurred in connection to any criminal actions brought against the Lieutenant. Indemnification shall only be allowed provided that the Lieutenant has obtained the prior approval for the retention of outside counsel.

#### **4. Insurance:**

The Lieutenant shall be eligible for all health and life insurance benefits for which all full time employees are eligible. The Town agrees to contribute toward 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 Douglas Police Department.

#### **5. Injured On Duty:**

As a sworn Police Officer, the Lieutenant shall be entitled to injured on duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

***Work related injury:*** If the Lieutenant is on leave without loss of pay pursuant to Chapter 41, section 111F of the Massachusetts General Laws, he may, with written approval of his doctor and/or written approval from a physician designated by the town; and at the discretion of the Chief of Police; may be required to perform limited duty on either a full time or part time basis, provided the Chief, in the Chiefs discretion determines that there is limited duty available to be performed by the Lieutenant and orders the Lieutenant to do so.

The Chief shall assign the Lieutenant to his normally scheduled shift unless there is no appropriate work to be performed on that shift. In such case the Chief will be able to assign the Lieutenant to an appropriate shift or limited duty necessary for the efficient implementation of this section.

***Non-Work related injury:*** If the Lieutenant is on leave due to a non-work related injury, he may; with written approval from his physician, be allowed to perform limited duty on either a full time or part time basis, provided the Chief, in the Chiefs discretion, determines that there is limited duty available to be performed by the Lieutenant. The Chief shall have full authority to assign and reassign the Lieutenant to any shift or limited duty necessary for the efficient implementation of this section.

***Limited/Light Duty Assignments:*** Limited/light duty assignments shall include any duty to which an employee might otherwise be assigned, consistent with such employees physical limitations; including, but not limited to: clerical, dispatching, training, investigative assistance, court work, school related work, public relations, inspections, or any similar limited or light duty task that may arise.

## **6. Dues and Subscriptions:**

The Town agrees, subject to appropriation, to budget and to pay an appropriate amount for professional dues and subscriptions of the Lieutenant for his continued professional growth and development. All dues and subscriptions will be subject to prior approval of the Chief of Police.

## **7. Professional Development:**

The Town recognizes its obligations to the professional development of the Lieutenant and agrees that the Lieutenant shall be given adequate opportunities to develop his skills and abilities as a law enforcement officer and administrator. The town agrees, subject to appropriation, to pay for travel and subsistence expenses of the Lieutenant for training courses, institutions, and seminars that are necessary for the professional development of the Lieutenant. Attendance at any training course, institute, or seminar shall be subject to prior approval of the Chief of Police.

## **8. Discipline or Discharge:**

A. It is agreed that the Lieutenant can be disciplined or discharged only for *just cause*, upon proper notice and after a hearing at which the Lieutenant shall have the right to be represented by counsel. The Lieutenant shall have the option of choosing whether or not any such hearing shall be closed to the public or to be held as an open or public meeting. The principle of progressive discipline shall apply.

B. The Lieutenant may appeal any discipline or discharge to any Superior Court having jurisdiction of any petition for a writ of mandamus for the reinstatement of the Lieutenant if he alleges he has been improperly disciplined or discharged.

C. In the event of the discipline or discharge of the Lieutenant; if the Superior Court shall reverse the discipline or discharge and order that the Lieutenant be reinstated to duty, the Lieutenant shall be entitled to back pay, benefits, and counsel fees.

D. In the event that the Lieutenant is not reappointed or is otherwise terminated by the town for any reason(s) other than for *just cause*, or in the event the Lieutenant resigns following a formal suggestion by the Town that he resign before the expiration of the then applicable term of employment, the Town agrees to pay the Lieutenant a lump sum severance payment equal to the balance of any term of appointment but in no event less than twelve (12) month's salary and benefits.

E. In the event the Lieutenant intends to voluntarily resign his position with the Town before the natural expiration of the aforesaid term of his employment, then the Lieutenant shall give the Town sixty (60) days notice in advance unless the parties otherwise agree in writing. Provided such notice is given, the Lieutenant will be entitled to receive pay for an unused vacation, sick, holiday and personal leave.

F. If for any reason the Lieutenant is demoted; the Lieutenant will return to the rank of Sergeant at the highest step wage increment according to the most recent agreement between the Town and the Sergeants.

**9. Performance Evaluations:**

Within sixty (60) days of each annual anniversary date of this agreement, the Chief of Police shall review and evaluate the performance of the Lieutenant. The evaluation shall be predicated upon the job description for the position of Police Lieutenant for the Town. Further, the Chief of Police shall provide the Lieutenant with a written summary of findings and provide the Lieutenant the opportunity to discuss his evaluation and respond in writing to the Chief of Police.

**10. Overtime Shift Coverage and Outside Details:**

The Lieutenant will be eligible for shift coverage overtime at 1 and ½ times his regular hourly wage or 1.5 hours per hour worked for time off in lieu of pay. The Lieutenant will only be eligible for such coverage to avoid forced overtime of the Sergeants or Patrolman, or if the list of Sergeants and Full Time Officer's is exhausted. Overtime coverage will be at the discretion of the Chief of Police. The Lieutenant will also be eligible for outside details in the same manner and will be compensated at the same hourly rate as the regular full time Police Officers for the Town.

**11. Compensation:**

The Town agrees, subject to appropriation, to pay the Lieutenant 17% above the highest step Sergeant per the Police Union Contract or any other agreement with the Sergeants for Fiscal Years 2015, 2016 and 2017.

FY 2015 -17% above Highest Step Sergeant Per the Police Union Contract = **\$83,557.17**

FY 2016- 17% above Highest Step Sergeant Per the Police Union Contract = **\$84,601.54**

FY 2017- 17% above Highest Step Sergeant Per the Police Union Contract = **(To be Determined)**

The Lieutenant shall receive **\$10,000.00** per year for having a Masters Degree. This benefit will be paid bi-weekly throughout the fiscal year.

The remaining benefits shall generally follow those benefits of the regular full time police officers of any rank within the department which shall include, but not be limited to: *the same number of sick days, vacation days, personal days, holiday pay, funeral leave, uniform and cleaning allowance, sick time buy back, sick incentive days, longevity pay, shift differential, court time, health and wellness, and tuition reimbursement.*

**12. Death During Term of Employment:**

If the Lieutenant dies during the term of his employment, the Town shall pay to the Lieutenants estate all the compensation which would otherwise be payable to the Lieutenant up to the date of the Lieutenants death, including, but not limited to unused vacation days, sick days, and holidays.

**13. No Reduction of Benefits:**

The Town agrees that the Town shall not at any time during this contract reduce the salary, compensation or other benefits of the Lieutenant, except to the extent that such reduction is evenly applied across the board for all employees of the Town.

**14. Modification:**

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

**15. Law Governing:**

This contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

**16. Severability of Provisions:**

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.

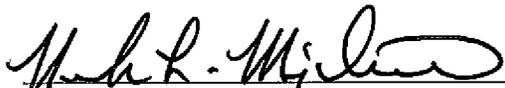
**17. Appointment and Length of Agreement:**

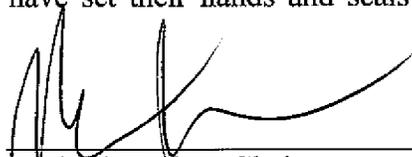
A. The appointment to the position of Lieutenant of the Police Department shall be for a period of 3 years.

B. This Agreement shall take effect on **July 1, 2014**, and shall remain in full force and effect until **June 30, 2017**.

C. Nine (9) months prior to the expiration of this agreement, the Lieutenant, shall notify the Town in writing of his intent to renegotiate. The Town shall then have three (3) months to respond to such request. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than six (6) months prior to the end of its initial or any extended terms, this contract shall automatically be extended on the then applicable terms and conditions for an additional three (3) years.

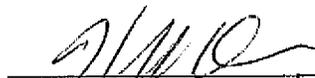
IN WITNESS WHEREOF, the parties herunto have set their hands and seals to this instrument the date and year first above written.

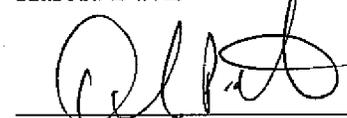
  
Nicky L. Miglionico, Police Lieutenant

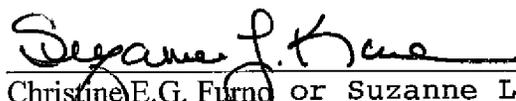
  
Michael Hughes, Chairman

  
Kevin Morse, Vice Chairman

  
Timothy Bonin

  
Harold Davis

  
Dave Cortese 6/30/15  
Douglas Board of Selectmen

  
Christine E.G. Furno or Suzanne L. Kane  
Town Clerk Notary

  
Michael J. Guzinski  
Town Administrator

Signed and agreed upon by all parties on this 15th day of June, 2015

