



## **TOWN OF HOPEDALE, MA**

### **LIEUTENANT CONTRACT**



This agreement made effective July 1, 2014 by and between the Hopedale Board of Selectmen and Donald J. Martin Sr. hereinafter referred to as the Lieutenant. In consideration of all promises herein contained, the parties hereto mutually agree as follows and the Town agrees to seek and provide all funds necessary to maintain this contract.

#### **1. EMPLOYMENT:**

The Board of Selectmen hereby agrees to employ Donald J. Martin Sr. as the Lieutenant for the Town of Hopedale and Donald J. Martin Sr. agrees to accept that employment, subject to the terms and conditions of this agreement.

#### **2. TERM:**

- a. The initial term of this Contract shall be for a period commencing July 1, 2014 and ending June 30, 2017. However, this Contract may be extended as provided by its terms.
- b. The parties agree that if a successor employment contract has not been reached by March 31, 2017, this agreement shall be extended through September 30, 2017, unless the Board has provided the Lieutenant with written notification on or before March 31, 2017 that it does not intend to re-appoint him to the position of Lieutenant.

#### **3. TERMINATION: DISCIPLINE OR DISCHARGE GRIEVANCE PROCEDURE**

- a) It is agreed that the Lieutenant can be disciplined or discharged (which term includes non-reappointment) only for just cause, upon proper written notice of at least 30 days and only 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 be held as an open or public hearing. The principle of progressive discipline will apply and the City/Town recognizes its obligation to provide the Lieutenant with periodic performance evaluations.
- b) The Lieutenant may appeal any discipline or discharge to a single arbitrator subject to the Labor Arbitration Rules of the American Arbitration Association with the cost of this arbitration to be shared equally by both parties. The decision of the arbitrator shall be final and binding with no further right of appeal beyond that which is permitted by law for the review of arbitration decisions.



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- c) In the event of the suspension or discharge of the Lieutenant, if the committee of arbitrators or a court shall reverse or modify a suspension or discharge, the Lieutenant shall be entitled to back pay benefits and counsel fees to the extent and in the amount that the arbitrator awards.
- d) 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 MCOP Local #164.

#### 4. **DUTIES:**

The Administrative control of the police Department for the Town shall be the responsibility of the Chief of Police, hereinafter call the 'Chief'. The Chief shall determine the administrative duties of the Lieutenant and the Lieutenant shall answer directly to the chief under the auspices of the Board.

Maintain discipline and morale within the Department. Submit written reports, as directed, in all cases of infractions by members or where a member has consistently refused to improve his conduct, despite efforts by him/herself and the Chief.

1. Investigates personnel complaints as assigned by the Chief.
2. Promotes harmony and cooperation among all units of the Department.
3. Organizes and assign duties to assure proper performance of Departmental functions.
4. Prepares required correspondence and reports and maintain proper records of Departmental activities. Communicate information as required.
5. Maintains quarters, equipment, supplies and material in good working order.
6. Maintains records of each member's attendance, overtime, days off, leaves of absence and vacations, as directed by the Chief.
7. Periodically inspect all members of the Department to assure proper maintenance of personnel and Department equipment.
8. Assists Departmental personnel in the preparation of court cases.
9. Prepares efficiency ratings on Departmental personnel as directed by the Chief.



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10. At the direction of the Chief, observe probationary Officers, and prior to the expiration of their probationary period, submit to the Chief a detailed written report concerning their qualifications to secure permanent status and his/her opinion to the desirability of their retention.
11. Assists in administration of the Department such as budget preparation, payroll and policy development as directed by the Chief.
12. Assists in supervision of the Departmental training as directed by the Chief.
13. Makes sure that all sections in the Department support one another to obtain a high degree of lateral cooperation and exchange of information, he shall exert his utmost effort to deter any unhealthy intra-service rivalries among the various sections or shifts under his command.
14. Has the authority to inspect, investigate, interview, observe and question any member of any unit of the Department while in the proper execution of his mission. All personnel are required to make available any information or records he may require. His mission will be to inspect survey, evaluate and report to the Chief on all phases of Department operation, efficiency, discipline and morale.
15. Oversees the Firearms Licensing operations of the department.
16. Creates and organizes monthly/annual stats for the department.
17. Performs such other duties as the Chief of Police may assign

#### **5. HOURS OF WORK:**

- a. The Lieutenant agrees to devote the amount of time and energy, which is reasonably necessary for the Lieutenant to faithfully perform the duties of Lieutenant as determined by the Chief. The Lieutenant's work week shall consist of forty (40) hours with consecutive days off. Four (4) days on, two (2) days off.
- b. The Town agrees to include the position of Lieutenant in the rotating detail list, and the rotating overtime index as agreed by the Chief. All aspects of the agreement between Local #164 of the Hopedale Police Department and the Town of Hopedale referencing the Lieutenant pertaining to his/her ability to accept a detail will be applicable as well.



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i. **Private details.**

The Private Detail Rate for the term of this contract shall be \$44.00 per hour with a minimum of eight (8) hours. In the event that a paid detail assignment continues for more than (8) hours, the Lieutenant shall be paid time and one half his applicable detail rate for any portion of an hour or hours in excess of eight (8) hours.

All details at the detail rate worked on a Sunday or Holiday shall be computed at double time and one half of the effective rate at the time of hire.

There must be a one-hour cancellation notice. If the private detail company gives less than one (1) hour notice from the start time of the detail then the detail company is responsible for the full eight (8) hour minimum detail at the current rate of \$44.00 /hour. If the cancellation notice is more than an hour then no charge for the detail will apply.

ii. **Town Details.**

Details performed for the Town of Hopedale will be compensated at the Lieutenants current overtime rate at the time of the detail with a minimum of four (4) hours. After (4) hours it goes to six (6) hours. After six (6) hours it goes to eight (8) hours and so on in two (2) hour increments.

Town of Hopedale details are defined as those details that are paid for by the Town of Hopedale.

iii. The Lieutenant shall also be entitled to the same benefits as listed in MCOP Local 164 contract as listed in their article 5, section 7-1 (filling of shifts) as well as article 7 paying of police details (all sections).

c. The Lieutenant shall perform faithfully, to the best of his ability, the duties of Lieutenant of the Police Department as those duties are set forth in the Massachusetts General Laws and the by-laws of the Town of Hopedale as directed by the Chief under the auspices of the Board.

6. **BENEFITS:**

The Lieutenant shall be entitled to all benefits, but not limited to, that are currently available to all full time employees of the Town of Hopedale as outlined in the Personnel By-Law of the town. And, for the purposes of a clothing allowance, shall be entitled to an annual amount of \$1,200 for the duration of this contract.



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The Lieutenant will be allowed to purchase court attire (suits, dress shirts, ties, shoes etc) out of his clothing allowance, due to the fact he may be required to attend meetings, training, functions etc. for official business that does not require the wearing of a uniform.

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.

#### **7. *VEHICLE ALLOWANCE:***

The costs associated with the operation and maintenance of the Police vehicle and its equipment are those of the Town. Said vehicle is to be used by the Lieutenant along with all attendant operating, maintenance expenses and insurance. Said vehicle is to be used by the Lieutenant in connection with the performances of his duties as well as for his professional growth and development, as the Lieutenant is "on-call" in the event of an emergency, except that out of state travel must be pre-approved by the Chief.

#### **8. *RELATIONSHIP BETWEEN THE BOARD AND THE LIEUTENANT:***

The Lieutenant shall report to the Chief for the day-to-day operation of the department and shall be subordinate to the Chief. The Board and/or the Town Coordinator reserve the right to meet with the Lieutenant from time to time.

#### **9. *PERFORMANCE:***

The Lieutenant shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Lieutenant and the Board of Selectmen and shall be reduced to writing.

#### **10. *ENTIRE AGREEMENT:***

This contract embodies the whole agreement between the Board of Selectmen and the Lieutenant. There are no inducements, promises, terms, conditions, or obligations made by or entered into by either party other than those contained herein. This contract may not be changed, except by mutual agreement of the Lieutenant and the Board of Selectmen.



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#### 11. **INVALIDITY:**

If any paragraph or part of this agreement is made invalid under Massachusetts General Laws and/or the Town of Hopedale by-laws, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

#### 12. **SALARY:**

Effective July 1<sup>st</sup> 2014, the Lieutenant shall be compensated at the following annualized rates which is inclusive of the Quinn's 50% share of the educational incentive payment under G.L. c. 41, s108L ("Quinn Bill"):

FY 2015	\$80,223.00 minimum,
FY 2016	+2.0 % minimum,
FY 2017	+2.0 % minimum.

All subject to Town Meeting approval. This contract can be reopened for renegotiation of salary if any current or future town sponsored Classification and Compensation Study reveal the need for an adjustment in the Lieutenant's salary. The Lieutenant and the Board of Selectmen shall meet at least thirty days prior to his anniversary for the purpose of an evaluation. Said evaluation shall be completed and compensation set by the Board prior to the thirtieth day of June each calendar year.

Overtime shall be paid at time and a half of the Lieutenants current pay rate.

\*Rates and Overtime shown are without Education incentive impacts. These rates shall remain in effect through 06/30/2017.

#### 13. **SHIFT DIFFERENTIAL:**

Rates:	1 <sup>st</sup> shift 2300pm-0700am (\$1.35/hr – Reg	\$2.03/hr – O.T.)
	3 <sup>rd</sup> shift 1500pm-2300pm (\$1.25/hr – Reg	\$1.88/hr – O.T.)

	FY15	FY16	FY17
1 <sup>st</sup> shift 2300pm-0700am	\$1.35	\$1.35	\$1.35
3 <sup>rd</sup> shift 1500pm-2300pm	\$1.25	\$1.25	\$1.25

#### 14. **EDUCATION:**

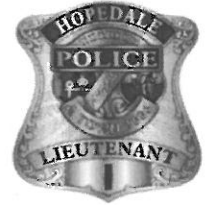
The Town will compensate the Lieutenant the following educational incentive: The Town of Hopedale will Pay Donald J. Martin Sr., recognizing he holds a Bachelor's degree in





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Law Enforcement, an annual amount of \$5720.00 which represents the Town share of the educational incentive included in Section 12 of this agreement.

In addition to the Town's 50% share of the Quinn Bill that is included in the Lieutenants base salary amounts provided for in Section 12 above, the Town will pay to the Lieutenant a portion of the Commonwealth's share of the Quinn Bill for holding a Bachelor's degree in Law Enforcement, as an Educational Incentive in the annual amount of \$5,270.00.

It is understood and agreed that should the Commonwealth restore Quinn Bill funding in whole or in part in the future that the Town will be entitled to reimbursement from the Commonwealth for any amounts paid to the Lieutenant under this section.

It is further agreed that the Town will pay the tuition/ books / fees etc. if a grade of "B" or higher is maintained, said reimbursement to take place after certification of course. Receipts shall be required for proof to the Town Accountant in order to get reimbursed.

#### **15. *LONGEVITY:***

The Lieutenant shall be entitled to longevity as follows:

Ten years of service \$1,000.00 and \$100.00 for every year of service through year nineteen.

Twenty years of service \$2,500.00 and \$150.00 for every year until retirement.

Payment to be made on the anniversary of starting date of hire of.

#### **16. *HOLIDAYS:***

The following days shall be considered holidays, New Year's Day, Labor Day, Martin Luther King Day, Veterans Day, President's Day, Thanksgiving Day, Patriots Day, Christmas Day, Memorial Day, Independence Day, and Columbus Day.

#### **17. *COURT:***

Compensation shall be paid for appearances in court, providing the Lieutenant is not serving a tour of duty or on any other legal forum as it relates to the performance of official duty, further providing said appearances have the approval of the Chief of Police. The Lieutenant will be compensated at time and one-half of the appropriate rate of pay for all



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hours covered above, with a minimum of four (4) hours pay. Any time over four (4) hours will be at time and one-half for hours worked only.

Full normal wages or salary will also be paid to the Lieutenant while absent from work to appear as a witness on behalf of the Town in work related court cases or work related legal processes to which the Lieutenant has been required to attend by service of legal process or in the performance of official duties.

If the Lieutenant summonsed to appear in court in connection with his duties for the town he shall be entitled to reimbursement for tolls and parking fees. All tolls & parking fees are subject to the rules and regulations of the Police Department. A Paid voucher or receipt must be submitted to the Town Accountant before any payment will be issued.

#### **18. VACATION:**

The Lieutenant shall receive a yearly vacation with pay to be computed as follows. The Lieutenant shall not be allowed to take more than two consecutive weeks of vacation without prior approval of the Chief. All vacations must be taken during the fiscal year in which they are due, subject to approval of the Chief. Vacation time shall not accrue from one year to another

- |                                |           |
|--------------------------------|-----------|
| a. After one year of service   | 10 days   |
| b. After five years of service | 15 days   |
| c. After ten years             | 20 days   |
| d. After fifteen years         | 22.5 days |
| e. After twenty years          | 25 days   |

#### **19. PERSONAL DAYS:**

The Lieutenant shall receive 3 personal days during each fiscal year of this contract. Personal Days may not be used to extend vacation or holiday. Personal Days may not be carried forward from one fiscal year to the next.

#### **20. FUNERAL LEAVE:**

In the event of a death of the Lieutenant's family the town will grant reasonable time off without loss of normal straight time compensation for all scheduled work days falling within the five day period next following the date of death in the immediate family.





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Immediate family being wife, children, parents, sister or brother, parents in law or other relatives living in the immediate household.

For other members of the family, grandparents, grandchildren, aunts, or uncles three (3) days without loss of pay will be granted if the funeral is held on a scheduled workday.

More time in individual cases due to unusual circumstances or for persons other than those listed above, shall be granted subject to the discretion of the Chief.

### **21. INDEMNIFICATION:**

To the extent permitted by law, the Town agrees that it shall defend, save harmless and indemnify the Lieutenant 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 Lieutenant's duties.

#### **a. Professional Liability**

The City/Town agrees to furnish at its expense professional liability insurance for the Lieutenant with liability limits of no less than One Million (\$1,000,000.00) Dollars.

#### **b. Miscellaneous**

The Lieutenant shall be eligible for all health and life insurance benefits for which other non-union 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 non-union officers of any rank of the Police Department.

#### **c. 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.

### **22. PROFESSIONAL DEVELOPMENT, DUES AND SUBSCRIPTIONS:**

The Town shall pay reasonable amounts for dues and attendance at professional development meetings, including those sponsored by the Police Chiefs Association of Massachusetts (as an associate member), and other applicable programs, all within department professional-development budgeted amounts as approved annually by Town Meeting, provided that the attendance does not in the opinion of the Chief create a substantial negative financial burden to the town or has an adverse effect on personnel within the department.



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The Lieutenant shall be granted leave of absence without loss of pay or benefits, if so requested to attend the Massachusetts Police Association convention for a period of three (3) days and two nights.

**23. *DEATH DURING TERM OF EMPLOYMENT:***

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

**24. *SICK LEAVE:***

The Lieutenant shall accumulate Sick leave days, which will accrue at the rate of one day per month of actual full-time work. A maximum accumulation will be 120 days. Days may be used to attend to the illness of immediate family members, consisting of spouse, parent or child. Sick days can be used only for personal illness or critical illness of a spouse, parent or child.

**25. *GOVERNING LAW:***

This Agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts

**26. *APPROPRIATION:***

All terms of this Agreement are subject to annual appropriation by Town Meeting

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this agreement and a duplicate thereof this day of:

FOR THE TOWN OF HOPEDALE  
POLICE

FOR THE LIEUTENANT



**TOWN OF HOPEDALE, MA**  
**LIEUTENANT CONTRACT**



Robert P. Burns

*Robert P. Burns*

Donald J. Martin Sr. #26

*Donald J. Martin Sr. #26*

Janet Orff Jacaruso, Chairman

*Janet Orff Jacaruso*

Sandra Biagetti

*Sandra Biagetti*

Filed with the Town Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2014