

DOUGLAS POLICE DEPARTMENT

LIEUTENANT CONTRACT



Agreement between the Town of Douglas and Police Lt.

Effective December 3rd, 2023 thru December 2, 2026

Police Lieutenant Contract

Town of Douglas

Agreement made this **3rd** day of **December, 2023** by and between the **Town of Douglas** (hereinafter the **Town**) and **Travis T. Gould** of Webster, 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 **Travis T. Gould** to serve as Police Lieutenant. The Lieutenant's duties are set out in the Lieutenant's Job Description, attached hereto as Attachment A.

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 Lieutenant's schedule will consist of a Monday through Friday work week with Saturday and Sunday off. Except as provided below, a shift or tour of duty shall consist of (8) consecutive hours.

The Lieutenant must work an average of 40 hours per week over the course of the year. It is recognized that situations will arise when the Lieutenant must devote additional time outside his normal hours of work to complete assignments that fall under the job description of the Lieutenant. With the approval of the chief, the Lieutenant may offset the extra time worked by reducing regularly scheduled hours accordingly. The Lieutenant will not receive compensation for the extra time worked.

At the discretion of the Chief, the Lieutenant shall be eligible for shift coverage overtime at 1.5 times his prorated hourly rate of pay. The Lieutenant will only be eligible for such coverage overtime when it will allow the Department to avoid forced overtime of a Sergeant or Patrolman, and only after the list of the Sergeants and full time officers that could provide coverage is exhausted.

The Lieutenant shall be entitled to Holidays off as provided for in the Personnel By-Law. In the event that the Lieutenant is required to work on a Holiday, he will receive pay for the hours worked on the Holiday at a rate of 1.5 times his protracted hourly rate.

The Lieutenant, with the approval of the Chief, may maintain his assignment to the Worcester Tactical Diversion Squad and other case-specific assignments that may arise from time to time for federal agencies requesting his participation.

The Lieutenant will be eligible for outside details in the same manner and will be compensated at the same hourly rate as regular full time officers, as the rate is updated from time to time.

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 that contributed on behalf of all other non-union personnel.

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. Sick time:

The Town recognizes that, in the event of an internal promotion to the Lieutenants position, the Lieutenant may have accrued significant sick time benefits under the Police Union contract. In order to remove the disincentive to seek promotion that would arise if this time were forfeited, the parties agree to the following arrangement for internal promotion to this position:

The employee's sick time accrual under the union contract is paid out at the rate of 50% in the event that the employee retires from the Douglas Police Department. The Town will honor the Lieutenants earned pay out as it exists on his last day as an employee covered by the collective bargaining agreement; the Lieutenant shall carry forward his number of days accrual to his date of retirement, and receive a payout at that time of 50% of his sick days at his prorated rate of pay as Lieutenant at that time.

Given the collective bargaining agreement allows for a 200 day accrual, but the personnel by-law caps the accrual at 120 days, the Lieutenants accrued time shall be prorated at the rate of 120/200 times his final accrual under the union contract. The resulting number shall be rounded up to the nearest full integer and shall be the Lieutenants beginning balance of sick time accrued.

From his first day of employment as Lieutenant forward, the Lieutenant will accrue and discharge sick time per the provisions of the Personnel By-Law and Policies and Procedures of the Town of Douglas.

7. 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.

8. 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, institution, or seminar shall be the subject to prior approval of the Chief of Police.

9. Wellness:

The Town shall reimburse the Lieutenant up to \$475.00 for expenses incurred through membership fees or dues to a Health Club(s) or Fitness Program(s) or purchases(s) of home gym equipment. Home gym equipment will not include footwear, apparel, extended warranties, service plans, or installation costs. All equipment purchases shall be preapproved by the Chief. The Town will make reimbursements after purchase and submission of invoices.

10. 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 of the Lieutenant; if the Superior Court shall reverse the discipline the Lieutenant shall be entitled to back pay, benefits, and counsel fees.

D. In the event that the Lieutenant is terminated by the Town for any reason(s) other than for *just cause*, and a Massachusetts Court shall reverse the discharge, the Town agrees either 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, or reinstate the Lieutenant to duty with back pay, benefits, and counsel fees. The Lieutenant shall choose between these remedies within fourteen (14) calendar days of filling of the Superior Court's judgement or any final appeal taken therefrom.

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 any unused vacation, holiday, sick, 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.

11. Performance Evaluations:

No less than sixty (60) days before each 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. The Chief of Police shall provide the Lieutenant with written findings and provide the Lieutenant the opportunity to discuss his evaluation and respond in writing to the Chief of Police.

No less than sixty days (60) before the end of year two of this contract, the Chief shall provide the Lieutenant the aforementioned performance evaluation and include a clear indication of the Lieutenants prospects for reappointment and contract renewal. At the sole discretion of the Chief, the Lieutenant may be provided with a six month management improvement plan to address performance issues that must be resolved in order for the Lieutenants contract to be renewed. If such a plan is provided, the Chief shall evaluate the Lieutenants progress against the plan no less than six months before the end of the term of this contract and indicate the Towns intentions with respect to renewal, as provided in Section 17 (C) below.

12. Compensation:

Effective December 3, 2023 the Lieutenants salary will reflect ninety percent (90%) of the Chiefs current base salary, which equates to \$122,555.66.

Throughout the remainder of this agreement, the Lieutenants salary will be evaluated each time the Chiefs salary is adjusted, which is typically every Fiscal Year. At that time and based upon the results of the Lieutenants written performance evaluation, the Chief shall have the sole discretion to set the Lieutenants salary up to 90% of the Chiefs current base salary.

In addition to his yearly salary, the Lieutenant shall receive an annual stipend of \$1,700.00 to obtain and maintain the Douglas Police Department standard uniform as detailed in the police union contract and/or the Standard Operating Procedures of the Department. The stipend shall be paid in two equal installments every fiscal year, \$850.00 in the first full pay period of July and \$850.00 in the first full pay period of January.

13. 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 days, sick days, and holidays.

14. 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.

15. Modification:

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

16. Law Governing:

This contract shall be construed and governed by the laws of the Commonwealth of Massachusetts. The Personnel – by law and Policies and Procedures of the Town of Douglas govern all terms of employment not addressed in this agreement.

17. 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.

23. Appointment and Length of Agreement:

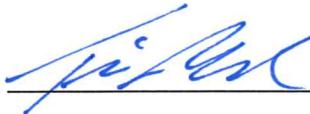
A. The appointment to the position of Lieutenant of the Police Department shall be for a period of 3 years.

B. This Agreement shall take effect on **December 3rd, 2023**, and shall remain in full force and effect until **December 2nd, 2026**.

C. Nine (9) months prior to the expiration of this agreement, the Lieutenant, shall notify the Town in

writing of his intent to renegotiate a renewal. The Town shall then have one (1) month 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 year.

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



Police Lieutenant



Town Administrator

Signed and agreed upon by all parties on this 2nd day of January 2024.