

Chief of Police Contract

Town of Douglas

Agreement made this 8th day of March, 2024 by and between the TOWN OF DOUGLAS (hereinafter the TOWN) and Nick L. Miglionico of Dudley, Massachusetts (hereinafter the CHIEF OF POLICE), collectively referred to herein as, "the Parties." WHEREAS, the TOWN is desirous of maintaining the services of the CHIEF OF POLICE in the administration of the Douglas Police Department; and WHEREAS, the CHIEF OF POLICE is willing to perform the duties of the position of CHIEF OF POLICE according to the terms and condition of this contract; NOW, THEREFORE, the Parties hereby agree that the following terms and conditions shall govern the employment relationship between the TOWN and the CHIEF OF POLICE.

1. DUTIES

The management of the Douglas Police Department on behalf of the TOWN shall be the responsibility of the CHIEF OF POLICE. The CHIEF OF POLICE shall have all the powers enumerated under Chapter 41 Section 97A of the Massachusetts General Laws, as may from time to time be amended. The CHIEF OF POLICE shall have and faithfully execute all of the essential duties and responsibilities detailed in the Chief of Police Job Description, attached hereto as Appendix A, including all supervisor and supervisee relationships outlined there. Further, the CHIEF OF POLICE shall maintain all of the credentials and capabilities required to perform the essential functions of the position as detailed therein. The CHIEF OF POLICE may be required to serve as acting Town Administrator during absences in that Office.

2. HOURS OF WORK

A. The CHIEF OF POLICE shall devote the time and energy necessary to perform the duties of the CHIEF OF POLICE under this contract. His regular work week shall be Monday through Friday, eight (8) hours per day, on a schedule to be established by the CHIEF OF POLICE with notice to the Town Administrator.

B. It is understood that, in addition to his regular work schedule, the CHIEF OF POLICE shall be on-call twenty four (24) hours a day, seven (7) days a week, as circumstances require.

3. INDEMNIFICATION

To the extent permitted by Law, the TOWN agrees that the TOWN shall defend, save harmless, and indemnify the CHIEF OF POLICE 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 POLICE CHIEF of the TOWN in an amount not to exceed one million dollars (\$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 his termination from employment except for any acts or omission of the CHIEF OF POLICE which do not subject the TOWN to liability under the provisions of Chapter 258 of the Massachusetts General Laws.

4. INJURED ON DUTY

As a sworn police officer, the CHIEF OF POLICE shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

5. PROFESSIONAL DEVELOPMENT

A. The TOWN supports the professional development of the CHIEF OF POLICE and agrees that the CHIEF OF POLICE shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator. The TOWN agrees to budget and pay, subject to Town Meeting Appropriation, the travel and subsistence expenses of the CHIEF OF POLICE for law enforcement meetings, conferences, courses, institutes, and seminars that in his reasonable judgment, are necessary for his professional development, in an amount not to exceed two thousand dollars (\$2,000) per fiscal year.

B. The TOWN agrees to budget and pay, subject to Town Meeting Appropriation, the travel and subsistence expenses of the CHIEF OF POLICE, associated with the FEDERAL BUREAU OF INVESTIGATION NATIONAL ACADEMY (FBINA), if applied to and accepted.

6. DUES AND SUBSCRIPTIONS

The TOWN agrees to budget and pay, subject to Town Meeting appropriation, the professional dues and subscriptions of the CHIEF OF POLICE necessary for his continuation and full participation in National, State, Regional and Local associations and organizations.

7. AUTOMOBILE

A. The TOWN shall provide a police vehicle for use by the CHIEF OF POLICE and pay for all attendant operating and maintenance expenses and insurance. The use of said vehicle shall be unlimited if in connection with the performances of his duties as CHIEF OF POLICE or travel to and from events for his professional growth and development, or arising from his membership in organizations noted in Section 6 above. The CHIEF OF POLICE may use said vehicle for personal reasons, provided that such use occurs within the boundaries of the Commonwealth of Massachusetts.

B. It is understood by the Parties that when using his assigned police department vehicle for personal purposes, the Town's insurance coverage does not protect the Town from any liability arising from operators and/or riders other than the CHIEF OF POLICE. Therefore, the CHIEF OF POLICE shall provide the Town with proof of insurance to indemnify the Town from any liability arising from personal use of said vehicle.

C. The CHIEF OF POLICE may, upon mutual agreement of both Parties, use his own private automobile for his duties as CHIEF OF POLICE. In the event such agreement is reached, the TOWN shall reimburse the CHIEF OF POLICE at the rate per mile, as per the Federal level, when such vehicle is used by the CHIEF OF POLICE in connection with the performance of his duties as CHIEF OF POLICE, or travel to and from events for his professional growth and development, or arising from his membership in organizations noted in Section 6 above.

8. DEATH DURING TERM OF EMPLOYMENT

If the CHIEF OF POLICE dies during the term of his employment, the TOWN shall pay to the CHIEF'S estate all the compensation which would otherwise be payable to the CHIEF OF POLICE up to the date of the CHIEF'S death, including unused vacation days.

9. DISCIPLINE OR DISCHARGE

A. It is agreed that the CHIEF OF POLICE can be disciplined or discharged only for just cause, upon proper notice and after a hearing at which the CHIEF OF POLICE shall have the right to be represented by counsel. The CHIEF OF POLICE 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 and shall be afforded such other rights as set forth in G.L. c. 30A, sec. 21(a)(1). While the principles of progressive discipline will apply to disciplinary action taken by the Town against the Chief, the Town reserves the right to seek the immediate discharge of the Chief's employment without following progressive discipline depending upon the circumstances of the alleged conduct.

B. In the event that the CHIEF OF POLICE intends voluntarily resign his position with the TOWN before the natural expiration of the aforesaid term of his employment, he shall give the TOWN six (6) months' notice in advance, unless the Parties otherwise agree in writing. Provided such notice is given, the CHIEF OF POLICE will be entitled to receive pay for any unused vacation leave.

10. PERFORMANCE EVALUATION

A. Within sixty (60) days of each Annual Anniversary date of this agreement, the Town Administrator shall review and evaluate the performance of the CHIEF OF POLICE. The evaluation shall be predicated upon the Chief of Police Job Description.

B. The Town Administrator shall provide the CHIEF OF POLICE with a written summary of the performance evaluation and shall provide an opportunity for the CHIEF OF POLICE to discuss the contents thereof with the Town Administrator and the Board of Selectmen.

11. COMPENSATION:

Effective **July 1, 2024** the CHIEF OF POLICE shall be paid in accordance with the below listed chart for each Fiscal Year:

Fiscal Year	COLA / Step	Base Weekly Salary	Master's Degree + \$191.57 Per. Wk.	Total Weekly Salary
2025	NA	\$2,969.35	+\$191.57	\$3,160.92
2026	2% / 2.25%	\$3,096.88	+\$191.57	\$3,288.45
2027	2% / 2.25%	\$3,229.89	+\$191.57	\$3,421.46

As depicted in the chart above, the Chief will be paid his regular weekly salary plus \$191.57 per week as an educational bonus for holding a Master's Degree in Public Administration which results in the total weekly salary for each fiscal year.

12. ACCREDITATION:

The Town shall award a permanent step increase of 2.25% to the base rate in the first full fiscal year immediately following re-accreditation of the Douglas Police Department. It is the understanding of the Parties that re-accreditation typically occurs every three calendar years.

13. Uniform Allowance:

The Chief will receive \$1,700.00 in each FY of this agreement for the purchase of uniforms, gear, and for the cleaning of uniforms. Uniform allowance will be paid out twice per year in accordance with department procedure. Once in July (\$850.00) and again in January (\$850.00).

14. HEALTH and WELLNESS:

The Town agrees to reimburse the Chief up to \$475.00 for expenses incurred through membership fees or dues to a Health Club(s), Gym(s) or Fitness Program(s).

15. VACATION:

The chief shall receive thirty vacation days in each Fiscal Year of this agreement.

16. HOLIDAYS

The following shall be considered Holidays:

New Year's Day; President's Day; Patriot's Day; Memorial Day; Juneteenth (June 19), Independence Day; Martin Luther King Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas Day; and one floating Holiday to be used at the Chiefs discretion.

Any National or State Holiday declared within the period of this Agreement shall be added to the present (13) Holidays scheduled.

The Chief shall be paid one day's pay for the above listed Holidays. If the Chief works the Holiday he will be eligible for 8 hours at the rate of one and one half times (1.5*) his regular hourly rate, in addition to Holiday pay, or if the Chief so chooses he may receive his regular weekly compensation and have an additional compensatory day off to be taken at his discretion within that fiscal year. If the Chief works the "Observed Holiday" when the actual Holiday falls on a Saturday or Sunday, he will be eligible for Holiday pay if he so chooses. The Chief will only be compensated for 1 day; either the actual Holiday or the "Observed Holiday", but in no case will he be eligible for Holiday pay on both days.

17. SICK TIME

The Chief will accrue 1.25 sick days per month and be allowed to accumulate up to 200 days.

18. Personal Days

The Chief shall receive up to (4) four Personal Days in each year of this agreement.

19. FUNERAL LEAVE

In the event of a death of a spouse, father, mother, child, sister, brother, father-in-law, mother-in-law, grandparent or any person whether adopted, step or foster, or grandchildren residing with the with the family of an employee, such employee shall be entitled to receive, exclusive of the day of death, up to four (4) days leave, without loss of pay or benefits.

20. 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 **CHIEF OF POLICE**, except to the extent that such reduction is evenly applied across-the-board for all employees of the TOWN.

21. MODIFICATION

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

22. CHOICE OF LAW

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

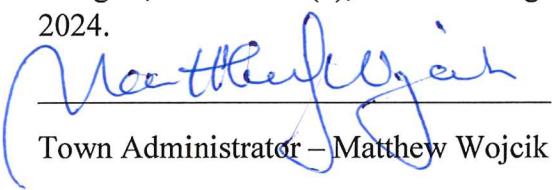
23. SEVERABILITY OF PROVISIONS

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.

24. LENGTH OF CONTRACT

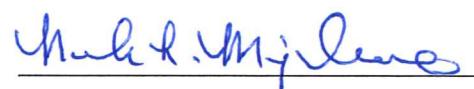
The term of this contract shall be for a period commencing July 1, 2024 and ending June 30, 2027.

Entered into this 8th day of March, 2024 by the Town Administrator, as authorized by the Act Establishing a Town Administrator and a Municipal Finance Department in the Town of Douglas, Section 1-2(b), and Nick Miglionico, with notice to the Board of Selectmen on April 2, 2024.



Matthew Wojcik

Town Administrator – Matthew Wojcik



Nick L. Miglionico

Police Chief - Nick L. Miglionico

This contract is subject to the review of the Board of Selectmen under Section 1-2(b) of the aforementioned Act, and shall take effect upon a vote of approval by the Board, or after twenty-one days from the date of notice of this appointment has been provided to the Board, whichever comes first. Proof of the vote taken, or of the passage of the twenty one (21) day period with no action taken by the Board, shall be affixed hereto under the signature of the Town Clerk.