

# **EMPLOYMENT CONTRACT BETWEEN**

## **THE TOWN OF STOW**

### **AND**

## **LIEUTENANT DARREN THRAEN**

On this 16th day of February, 2021, the Town of Stow, a municipal corporation with a business address of 380 Great Road Stow, Massachusetts, (hereinafter the "Town") by the Board of Selectmen and Lieutenant Darren Thraen (hereinafter the "Lt.") enter into the following contract pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the Town is desirous of securing the services of the Lt. in the administration of the Stow Police Department (hereinafter the "Department"); and

WHEREAS, the Lt. wishes to perform the duties of the position of the Lieutenant as provided herein and subject hereto;

WHEREAS, the Town has or here by does recognize voluntarily pursuant to M.G.L.c.150E,§4 and the applicable regulations of the Massachusetts Labor Relations Commission, the position of Lieutenant as a supervisory unit, separate and distinct from all other units in the Police Department;

NOW, THEREFORE, the Town and the Lt. hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this Contract.

### **Section 1. APPOINTMENT**

The Town hereby and hereafter appoints the Lt. pursuant to and in accordance with **Chapter 41, Section 98** of the Massachusetts General Laws, as amended.

### **Section 2. TERM**

- a. The initial term of this Contract shall be for an initial three (3) year term commencing on February 25, 2021 and ending on February 24, 2024. However, this Contract may be extended as provided by its terms.
- b. 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 one (1) year period.

### Section 3. COMPENSATION & BENEFITS

- a. The Town shall pay the Lt. the sum of \$ 96,173 (Step 2) as salary until July 1, 2022 of this Contract.
- b. The Town shall pay the Lt. the sum of Step 3 of wages and salary, inclusive of any COLA, from July 1, 2022 until June 30, 2023 of this Contract.
- c. The Town shall pay the Lt. the sum of Maximum step of wages and salary, inclusive of any COLA, from July 1, 2023 until June 30, 2024 of this Contract.
- d. The Lt. is NOT eligible for any Town of Stow Education incentive.
- e. In addition to the foregoing, the Lt. shall receive, and been titled to, the following:

- 1. **Vacation Leave:** Beginning July 1, 2021 the Lt. shall be entitled to 20 days of vacation leave in each twelve (12) month period from July 1st through June 30th. Unused vacation may be carried over from one year to another, but there may be no more than 40 days accumulated at once. Vacation leave shall be scheduled by the Lt. with the approval of the Chief of Police so as not conflict with the needs of the Town. Unused vacation shall be paid in full to the Lt. upon termination.

-The Lt. will be credited for all vacation time earned as a member of local 206

- 2. **Sick leave.** The Lt. shall be credited any accrued sick days currently on the books. Beginning July 1, 2021 the Lt. shall accrue 15 per year, which shall be issued July 1<sup>st</sup>, to a maximum of 195 days. If the Lt. dies due to an on-duty incident, his beneficiary will receive a payout of 100 percent of the remaining sick time. There shall be no payout of unused sick time for any other reason.
- 3. **Personal leave.** Beginning July 1<sup>st</sup>, 2021, the Lt. shall be entitled to 4 personal days per fiscal year to be taken at the Lt.'s discretion with the permission of the Chief. Personal days may not be carried over and no payout will be issued for any unused personal days.
- 4. **Bereavement leave.** In the event of the death of a spouse, son, daughter, father, mother, stepson, stepdaughter, stepfather, stepmother, brother, sister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or any person not classified above, but who permanently resides with the family of the Lt., the Lt. shall be granted 3 days off, and in the event of a death in the Lt.'s family for a relative other than those herein enumerated, the Lt. shall be

granted 1 days off as bereavement leave within a reasonable amount of time, subject to approval of the Chief, without loss of pay for the purpose of attending funeral services, arranging for burial, and as a period of bereavement. Leave without loss of pay under this section will not be deducted from sick, personal or vacation leave.

5. **Holiday pay.** The Lt. shall have all town-recognized holidays off. If the Lt. is on-duty at any time on a Town-recognized holiday, the Lt. shall receive compensation time off at the rate of hour for hour on another day work day at the approval of the Chief.
6. **Longevity pay** The Lt. will not be eligible for longevity pay.
7. **Clothing/Equipment Allowance:** The Lt. shall receive an annual allowance of \$1,200 each fiscal year for the purchase and maintenance of clothing, equipment and job related subscriptions and service
8. **Insurance:** The Lt. shall be eligible to obtain health, dental, and life insurance with the same coverage and cost as other town employees under Massachusetts General Laws c32B.
9. **Injured on duty.** As a sworn police officer, the Lt. shall be eligible for injured on duty benefits as provided by G.L. c. 41, § 111F. At the Town's request, the Lt. will attend and cooperate fully with an evaluation by a Town physician to determine eligibility for benefits under G.L. c. 41, § 111F or to otherwise determine fitness for duty.
10. **Retirement.** As a sworn police officer, the Lt. shall be entitled to retirement benefits under G.L. c. 32.
11. **Compensatory time.** It is recognized that the greater work responsibilities of salaried employees may cause them to frequently work greater than 40 hours per week. It is recognized that the Lt. must devote a great deal of time outside normal office hours to conduct the business of the Town. It is also recognized that salaried employees may accrue/use compensatory time and have some work schedule flexibility (accrual rate shall be hour for hour worked). The Lt., therefore, shall be allowed to take compensatory time off and alter the Lt's schedule as approved by the Chief during said normal office hours, and at such times that will least adversely impact Department operations. Prior to any time accrued or used permission must be granted by the chief. The maximum amount of time accrued during a fiscal year is 80 hours. Unused time will be lost and no payout will be allowed.
12. **Accreditation Stipend.** When the Department has attained the "Accredited" status through the Massachusetts Police Accreditation

Commission, the Lt. shall be entitled to receive a one-time stipend of \$1,000.

13. **Private Detail Work.** The Lt. may work details provided that all such detail work shall occur outside the Lt.'s regularly scheduled hours of work. Detail pay shall be made to the Lt. by the Town in accordance with established procedure and shall not be made directly to the Lt. by the entity requesting the detail. The Lt. will be offered details after local 206 has refused.

14. **Overtime.** The LT will be offered shift overtime after local 206 has refused. The LT is limited to 8 hours of shift overtime a week, this will not include emergency responses to incidents. Overtime for special meetings shall be paid as per the compensation time clause of this contract.

15. **Educational Incentive.** The Lt. is not eligible for compensation toward an advanced degree in Law Enforcement or Public Administration field.

#### **Section 4. DUTIES**

The duties of the Lt. shall include, but not be limited to those outlined in the attached job description.

#### **Section 5. HOURS OF WORK**

The Lt. is generally expected to work a standard 40 hour week on a 4 on and 2 off schedule. Further, the Lt. will generally be scheduled to work 4 6:45am-2:45pm shifts.

#### **Section 6. INDEMNIFICATION & INSURANCE**

- a. Indemnification. The Town agrees to defend, save harmless and indemnify the Lt. against any complaint, claim, demand, suit or judgment, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of the Lt.'s duties. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as the Lt.
- b. Professional liability insurance. The Town agrees to furnish at its own expense, professional liability insurance for the Lt. with liability limits of not less than one million (\$1,000,000.00) dollars

## **Section 7. DEATH DURING TERM OF EMPLOYMENT**

If the Lt. dies during the term of this Contract, or any extension thereof, the Town shall pay to the Lt.'s spouse all the compensation which would otherwise be payable to the Lt. up to the date of the Lt.'s death including, but not limited to accrued, but unused leave days. In the event that the Lt.'s spouse does not survive the Lt, or the Lt does not have a spouse at the time of his death, then the Town shall pay to the Lt.'s then living children to be divided equally, all the compensation which would otherwise be payable to the Lt. up to the date of the Lt.'s death including, but not limited to accrued, but unused leave days, in shares as may nearly be of equal value.

## **Section 8. DUES, SUBSCRIPTIONS & PROFESSIONAL DEVELOPMENT**

- a. The Town agrees to pay for the reasonable registration, travel, and sustenance expenses of the Lt. for courses, institutes, and seminars that are necessary for his professional development and for the good of the Town, subject to the availability of an appropriation, and with permission from the Chief.

The Board recognizes and encourages the Lt. to join professional organizations that are typically affiliated with municipal government and public safety. Should the Lt. attend seminars, conferences, or workshops sponsored by such professional organizations, time spent as such conferences shall not be deducted from vacation leave. For attendance at any professional development over one (1) day's duration, the Lt. will notify the Chief for permission prior to attending.

## **Section 9. PERFORMANCE EVALUATIONS**

- a. Annually, the Chief of Police, Lt. and Town Administrator shall jointly develop specific goals and objectives that are necessary for the proper operation and welfare of the Police Department and shall further jointly establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- b. The Chief of Police shall review and evaluate the performance of the Lt. of on a formal basis at least once annually under the terms and conditions of this Contract. Said review and evaluation shall include, but not be limited to – (1) the Lt.'s progress and performance on the annual goals and objectives as described above in this section; (2) budgetary/financial administration; (3) personnel administration; (4) supervisor/leadership; (5) staff development; (6) public relations; (7) employee and labor relations; (8) policy execution; (9) interaction with the Chief of Police as well as other governmental officials, departments, boards and committees and (10) Community engagement.

- c. Such review and evaluation of performance of the Lt. shall be done in conformity with the specific performance goals, objectives and criteria established by the above method. The Chief of Police shall provide the Lt. with a written evaluation report after each formal review and evaluation and shall provide the Lt. with an opportunity to discuss the Lt.'s review and evaluation. If the Lt. disputes any portion of the evaluation, then the Lt. shall be permitted to memorialize this dispute in writing, detailing the nature of the dispute, and such document shall be attached to and incorporated into the evaluation form, and become a part of the Lt.'s personnel file.

## **Section 10. DISCIPLINE, DISCHARGE & NON-REAPPOINTMENT**

Disciplinary proceedings. It is agreed that the Lt. may be disciplined, discharged or not reappointed only for just cause, upon proper notice and only after a hearing conducted by, and by majority vote (3/5) of, the Board of Selectmen and consistent with the terms included in this section and in accordance with the Open Meeting Law.

- a. The Lt. 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.
- b. The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Lt. at least ten (10) business days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged and the evidence in support thereof in such specificity so that the Lt. may understand and prepare his defense; and (iv) the range of discipline considered.
- c. The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the Lt.
- d. During the hearing, the Lt. shall have the right to be represented by a representative of his/her choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments.
- e. In its decision, the Board of Selectmen shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented.
- f. The principles of progressive discipline will apply, and the Town recognizes its obligation to provide the Lt. with performance evaluations.

Rights of appeal. With respect to any such proceedings instituted under this section, the following rights of appeal shall apply:

- a. The Lt. may appeal any discipline or discharge to a panel of arbitrators consisting of three (3) persons or a single arbitrator. If the Lt. chooses a panel of arbitrators, the three (3) persons shall be chosen as follows: one by the Town, one by the Lt., and one by the two so chosen. A majority of the three (3) member panel shall be sufficient to uphold or to reverse the decision. Any arbitration shall be subject to the Labor Arbitration Rules of the American Arbitration Association with the costs to be shared equally by the parties.
- b. The Lt. may appeal any decision upheld by the arbitrator(s) to: (i) the district court wherein the Lt resides; or (ii) any superior court having jurisdiction. Each of the aforementioned courts shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Lt. if he/she alleges that he/she has been improperly suspended or discharged.
- c. In the event of the suspension or discharge of the Lt., if the arbitrator(s), or the district court for the judicial district wherein the Lt resides, or the superior court shall reverse a suspension or discharge and order that the Lt be reinstated to duty, the Lt shall be entitled to back pay, benefits and counsel fees.

## **Section 11. RESIGNATION & TERMINATION**

- a. Voluntary resignation: In the event the Lt intends to resign voluntarily before the natural expiration of any term of employment, then the Lt. shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Lt. will be entitled to receive pay for any unused leave time.
- b. Involuntary resignation: In the event the Lt. 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 Lt. severance pay for either the period of time which the Lt. remains unemployed as Lt. or three months, whichever is less.

## **Section 13. POLITICAL ACTIVITIES**

The Department upholds the values of Peele's 9 Principles of "Fair and Impartial Policing". To maintain those values and the department's impartiality, the Lt. agrees that his role in political activities shall be limited to private vote. During his tenure as the Lt., the Lt. agrees to NOT participate in public fundraisers for individuals campaigning for public office or the election/re-election process. This

includes public appearances at "fundraising events", named endorsement, private financial support, or written nomination. This agreement does not prohibit the Lt. from a working professional relationship with elected officials in the performance of his daily duties that come with executing the mission of the Department.

#### **Section 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 Lt., except to the extent that such reduction is evenly applied across-the-board for all non-union employees in the Town.

#### **Section 15. MISCELLANEOUS PROVISIONS**

- a. This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.
- b. If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
- c. For any clause of this Contract which provides that a certain benefit to the Lt. shall be subject to appropriation, the Town understands and acknowledges that it shall be responsible to budget and support any such appropriation and the terms of this Contract at any and all town meetings.
- d. No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.
- e. The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Contract, had, or has any authority to make any representation or promise not contained in this Contract, and each of the parties to this Contract acknowledges that such party has not executed this Contract in reliance upon any such representation or promise.

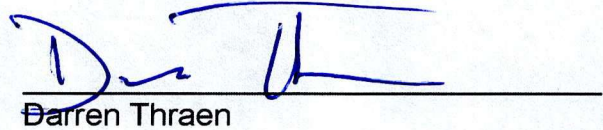
IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

On Behalf of the Select Board  
**Stow Town Administrator**

**Lieutenant**



Denise M. Dembkoski



Darren Thraen