



# BOARD OF SELECTMEN

CHARLES E. SHEPARD MUNICIPAL BUILDING

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## EMPLOYMENT AGREEMENT BY AND BETWEEN TOWN OF WARREN AND JAMES EARLY POLICE LIEUTENANT

This agreement ("AGREEMENT") made this 30<sup>th</sup> day of March 2023 by and between the Town of Warren, MA (hereinafter referred to as "Town"), acting by and through its Board of Selectmen (hereinafter referred to as "Board", and James Early (hereinafter referred to as the Lieutenant).

WHEREAS, the Board wishes to re-appoint James Early as Lieutenant for a term of Three (3) years when his current term expires on June 30, 2023.

WHEREAS, James Early is willing to accept the Town's re-appointment and serve as the Police Lieutenant in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and subject to appropriation wherever funding is required, the Town and James Early hereby agree to the following terms and conditions:

### I. TERM

Subject to annual appropriation, the term of this Agreement shall commence on July 1, 2023, and continue for three (3) years, ending June 30, 2026, unless sooner terminated, as hereinafter provided. Thereafter, the Agreement may be extended by its terms and shall remain in force and effect thereafter until a successor agreement is reached. On or about January 2, 2026, or at a mutually agreeable date and time thereafter the parties shall meet to discuss a renewal of this Agreement.

### II. COMPENSATION

In Fiscal Year 2024, the employee shall receive a salary of \$38.77, with a 3% cost-of-living increase in FY2025 and FY2026.

### III. INSURANCE

The Lieutenant shall be eligible for group health and dental insurance offered by the Town. The Town shall contribute seventy-five percent (75%) of the premium and the Lieutenant shall pay the remaining twenty-five percent (25%).

The Town shall pay ninety percent (90%) of at least a \$4,000 term life insurance plan.

#### IV. HOURS OF WORK AND SCHEDULE

The Police Chief or his designee shall establish the Lieutenant's work schedule. The Police Chief or his designee shall have the sole discretion to change shift time or create temporary shifts any time if the operation needs of the department as required, including but not limited to during an emergency situation. Subject to the foregoing provisions, however, the Police Chief or his designee will provide a regular work schedule for the Lieutenant, which shall be based on a work shift of eight (8) consecutive hours. The Chief's decision on the assignment of tours of duty in the work schedule, and the existence of an emergency or the needs of the Department, are final and not subject to a grievance and arbitration procedure.

The lieutenant shall not work more than sixteen (16) hours in any 24-hour period unless there is an emergency approved by the Chief. Court time shall not apply in the above limitation.

#### V. OVERTIME

- a. Overtime shall be defined as time worked by the Lieutenant when he is retained on duty at the expiration of his scheduled shift or when he is called back to duty when he is not scheduled to work by the chief or his designee.
- b. The Lieutenant shall be paid for overtime work at the rate of one and one-half (1.5) times his base rate of pay, subject to the requirement that eight (8) hours per day or forty (40) hours per week be met before the one and one-half (1.5) rate is paid.
- c. When overtime work is available, the Police Chief or his designee shall have sole discretion to assign overtime. However, the Chief or his designee shall not be subject to the rotating roster under the following circumstances:
  1. When overtime is required by the Chief or his/her designee to complete work assigned during regular duty time and the Lieutenant is required to continue handling the work after the end of his shift, the Lieutenant shall remain on duty and complete the work.
  2. When overtime requires a specialized skill such as breathalyzer operation, accident investigation, photography, or fingerprint recovery only an officer, sergeant or Lieutenant qualified in such specialized skill shall be eligible for overtime on a rotating basis.
  3. When a supervisor is needed, only the Lieutenant or sergeant shall be eligible to be assigned on a rotating basis.
  4. When the start time of an entire shift is advanced to begin prior to its regular scheduled time, or an entire shift is held over, only the officers, sergeants or Lieutenant assigned to that shift shall be eligible for the

overtime, provided, however, that other members of the Union may also be assigned overtime according to the operating needs of the department as determined by the Police Chief or his/her designee; and when the appropriate authority declares a state of emergency in Warren.

d. This article shall be subject to these conditions:

1. It is the intent of this article that each employee shall be afforded an equitable of opportunities to work overtime, subject to the exceptions listed in c 1 through c 4, with no obligation on the Town to equalize overtime hours worked among employees and
2. There shall be no infringement on the Chiefs right to determine when overtime is necessary or to require overtime service by officers, sergeants, or the Lieutenant of the Department.

e. Any employee recalled to duty by the Chief or his/her designee shall be credited with not less than four (4) hours for such recalled duty. Recall pay is not intended to apply when an employee works extra hours that merge with his/her work shift. Specifically, compensation under this section is not available when an employee is called to report to duty before the start of his/her scheduled shift and his/she works until the shift commences. Compensation under this section is not available when an employee is "held over" to work after the completion of his/her shift.

## VI. OTHER BENEFITS

Unless specifically set forth herein, the Lieutenant shall be entitled to all other fringe benefits outlined in Sections VII through X of the Town of Warren Personnel By-Law.

- a. Holidays. The lieutenant of the Town of Warren shall be entitled to the following holidays without loss of compensation provided that he has worked the day preceding and following any such holiday unless a duly authorized leave has been granted for either of said days by the Personnel Board or Chief of Police:

New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth (June 19<sup>th</sup>), Independence Day (July 4), Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day, and two floating holidays on a date of choice of the employee subject to approval by the Chief of Police.

If the lieutenant is scheduled to work and actually works on any legal holiday, he shall be compensated at a rate of one and on-half (1.5) times the rate his regular rate of pay for all hours worked, in addition to eight (8) hours holiday pay for said holiday. However, the rate of compensation for the Lieutenant, if scheduled, to work on the legal holiday of Thanksgiving, Christmas and New Year's Day shall be compensated at a rate two (2) times that officers regular rate of pay, in addition to eight (8) hours holiday pay.

- b. Vacation. The Lieutenant shall receive twenty (20) working days of paid vacation in FY 2024, FY 2025, and FY 2026. Vacation leave shall be granted by the Chief of Police at such time as will cause the least interference with the regular work of the Town. The lieutenant shall only be permitted to carry-over no more than two (2) weeks of unused vacation at the end of each fiscal year. Upon separation from employment, Lieutenant will be compensated for any unused vacation according to accumulated time (i.e., if the Lieutenant resigns his employment on January 1, he shall only be paid out for half of his annual vacation leave, less any amounts use in the first half of the fiscal year). If Lieutenant dies while an employee of the Town, payments for accrued vacation shall be made to the spouse or other surviving relatives of the deceased for the accrued time. Any such pay-out under this provision shall be paid at the regular rate of compensation at the termination of said employment.
- c. Sick Leave. Lieutenant shall be granted at least an equivalent amount of sick leave, bereavement leave, military leave, jury duty leaves, and parental leave as do any of the regular police officers of any rank in the Town, and to the extent that certain officers receive greater benefits, the Lieutenant shall receive the greater benefits as well.

The Lieutenant shall be paid one hundred seventy-five (\$175.00) dollars if said officer uses two (2) sick day or less during any complete fiscal year. Said payment shall be received at the end of the fiscal year and shall not be prorated.

Leave without pay may be granted to the Lieutenant with extended illnesses military leave in excess of two (2) weeks, and other reasons deemed satisfactory and reasonable by the Personnel Board or Chief of Police.

As a sworn police officer, the Lieutenant shall be entitled to injured-on-duty benefits as provided in M.G.L. Chapter 41 Section 111F.

- d. The Lieutenant shall be eligible for a stipend of up to \$600.00 per year as a fitness incentive. The Lieutenant shall receive reimbursement of up to \$600.00 upon presentation of a valid receipt for a membership to a local gym or fitness center. This stipend shall not be available if the Town constructs its own fitness center for employees of the Department.

## **VII. PERSONNEL ACTION**

The Lieutenant shall not be removed, dismissed, discharged, suspended, or otherwise disciplined except for cause, and only after a hearing at which the Lieutenant shall have the right to be represented by counsel of his choosing.

## VIII. OTHER PAYMENTS

- A. Shift differential – The Lieutenant shall receive differential for various shifts in accordance with the following Schedule:

1<sup>st</sup> shift – 7am to 3pm (Saturday and Sunday only) \$1.00

2<sup>nd</sup> shift – 3pm to 11pm \$1.75

3<sup>rd</sup> shift – 11pm to 7am \$2.00

Split Shift – If the hours of a given run split between these established rates, then the specific hours worked in each category shall be paid at that rate.

Said differential shall be in addition to all other benefits being received by the Lieutenant and shall be based on the officer's base pay.

The lieutenant shall be paid a shift differential when performing regular police duties. The lieutenant shall not be paid a differential for attending police meetings, trainings, or other schooling unless such meetings, training or schooling are mandated by the Chief.

- B. Clothing – The lieutenant shall be reimbursed up to one-thousand dollars (\$1,000.00) per fiscal year for the purchase of and maintenance of uniforms, police clothing, and equipment used in the performance of his duties as a law enforcement officer.

In order to receive reimbursement for clothing and equipment purchases, the Lieutenant must provide an original sales receipt(s). All funds not expended by June 30<sup>th</sup> of the current fiscal year will not be reimbursed in the form of payment.

The type and style of all items pursuant to this allowance shall be of a type and style approved by the Chief of Police. All items purchased pursuant to this paragraph shall remain the property of the Warren Police Department and shall be returned upon termination of employment, with the exception those items purchased to replace the previously purchased and owned property by the Lieutenant prior to and during their employment with the Town of Warren. All equipment shall always be kept in clean and serviceable condition, subject to inspection by the Chief of Police or his/her designee, who will determine the condition of the uniform/equipment.

The Town shall provide a bullet resistant vest to the Lieutenant who wishes to avail himself of said vest on the condition that the use of said vest by the Lieutenant while on patrol is mandatory. Also, the vest shall remain the property of the Town of Warren, unless said purchase is reimbursed by the state or federal government, and the Lieutenant takes another law enforcement position.

C. Outside Detail Work – Outside detail work performed by the Lieutenant shall be compensated at the following rates:

|                  |         |
|------------------|---------|
| \$57.00 Per hour | FY 2024 |
| \$58.00 Per hour | FY 2025 |
| To be determined | FY 2026 |

Detail work performed for the Town of Warren, or its departments will be paid a rate:

|                  |         |
|------------------|---------|
| \$51.00 Per hour | FY 2024 |
| \$52.00 Per hour | FY 2025 |
| To be determined | FY 2026 |

Aside from the above, the Lieutenant shall perform detail work subject to the same terms as any other regular police officer of the Town.

D. Education Incentive – The lieutenant shall be eligible for the following annual stipends for possessing a degree related to the field of law enforcement. The Chief of Police shall have sole discretion to determine whether a degree is related to the field of law enforcement.

|                   |                   |
|-------------------|-------------------|
| Associates Degree | 5% of base pay    |
| Bachelor's Degree | 10% of base pay   |
| Master's Degree   | 12.5% of base pay |

The lieutenant is only eligible for the stipend for the highest degree attained.

## IX. LIGHT DUTY

- A. Subject to the conditions set forth in this Article, the Chief of Police may require the Lieutenant, if he has been injured, to perform light duty, to be scheduled by the Chief. Light duty shall be defined as dispatch, clerical, administrative or staff duties which pertain to police business.
- B. Light duty may be required only if the Lieutenant's or the Town's physician finds that the employee is physically capable of performing the light duty assignment proposed by the Chief.
- C. If the Lieutenant's physician and the Town's physician disagree as to the employee's physical capability for such duty the town physicians shall designate a third physician who, at the expense of the Town, shall determine the employee's physical capability for such light duty assignment, as described above, and such determination shall be binding on all parties.
- D. In the event the Lieutenant finds that the light duty assignment has aggravated or slowed the healing of his injury, he may present a medical certificate to that effect to the Chief. Thereafter, the procedure to be followed shall be that outlined in section C above.

## X. DRUG TESTING

At the discretion and direction of the Chief of Police, with reasonable suspicion, the Lieutenant shall submit to drug testing when ordered to do so. This testing will be done at no cost to the Lieutenant.

## **XI. MILAGE REIMBURSEMENT**

The Lieutenant is eligible for reimbursement at a rate determined by the Internal Revenue Service for milage traveled in his personal vehicle in fulfilling duties required by the Town. Effective on July 1st of each year, the rate will be the rate allowed by the Internal Revenue Service as determined by the agency at the start of the calendar year.

## **XII. PERFORMANCE EVALUATION**

The Lieutenant shall be subject to an annual review by the Chief of Police and the Town Administrator in the last month of the fiscal year to review the year's performance.

## **XIII. PROFESSIONAL DEVELOPMENT**

Subject to appropriation and approval by the Police Chief, the Town agrees to budget for and pay an appropriate amount for the professional dues and subscriptions of the Lieutenant for is continued participation in national, regional state and local associations and organizations necessary and desirable for his continued professional growth and advancement and for the good of the Town.

The Town recognizes its obligation to the professional development of the Lieutenant and shall give the Lieutenant adequate opportunities to develop his skills and abilities as a law enforcement officer. Accordingly, the Lieutenant shall be allowed to attend trainings, classes, and meetings each year without loss of vacation or other leave and shall be reimbursed by the Town of all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences, subject to funding availability. Additionally, the Town shall pay for the Lieutenant's travel and subsistence expenses for short courses, institutes, and seminars that, in his reasonable judgement, are necessary for his professional development. Prior approval from the Chief of Police will be required.

## **XIV. DUTIES AND RESPONSIBILITIES**

The Lieutenant shall perform the duties set forth in the attached job description, a copy of with is attached hereto and marked as Attachment "A".

## **XV. NO REDUCTION OF BENEFITS**

The Town of Warren agrees that it shall not at any time during the term of this agreement 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 of Warren.

## LIEUTENANT

### A. SUMMARY

Subject to direction from the Chief, a Lieutenant is responsible for the immediate supervision and control of all members under his/her command and is responsible for their efficiency and effectiveness as members of the Department. A Lieutenant performs various functions relating to either Administration or Operation of the Department as directed by the Chief.

### B. GENERAL DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of a Lieutenant to:

1. Familiarize him/herself with the authority delegated to him/her, taking special care to know the substance of his/her responsibilities and of those under their command and the limits of his/her authority.
2. Ensure that all departmental personnel assigned to him/her know and execute their duty assignments, and are fully familiar with the rules, regulations, policies and procedures of the Department.
3. Supervise departmental personnel while they are on duty. Take measures through consultation with departmental personnel and personal observation to see that all officers are properly carrying out their police duties. Frequently exchange information on the performance of departmental personnel with his/her Officer-In-Charge and/or Patrol Supervisor. Where a member of the Department has not properly carried out his/her duties, bring the matter to the attention of the Chief.
4. Faithfully carry out all orders from the Chief, and communicate to the members of the Department the nature of any orders which affect them.
5. Maintain discipline and moral within the Department. Submit written reports, as directed, in all cases of infractions by member or where a member has consistently refused to improve his/her conduct, despite efforts by himself/herself and the Chief.
6. Investigate personnel complaints as assigned by the Chief.
7. Organize and assign duties to assure proper performance of departmental functions.



8. Maintain quarters, equipment, supplies and material in good condition.
9. Maintain records of each member's attendance, overtime, days off, leaves of absence, and vacations as directed by the Chief.
10. Assist departmental personnel in the preparation of cases.
11. Assist in administration of the Department as directed by the Chief.

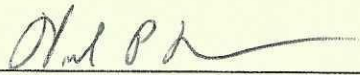
**XVI. ADMENDMENT, WAIVER, AND STABILITY OF AGREEMENT**

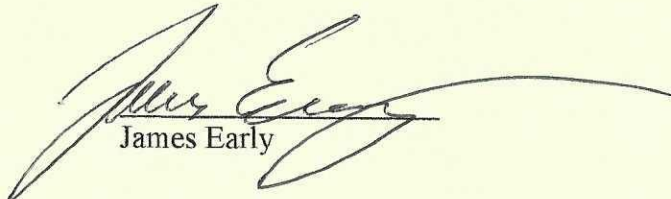
- a. No agreement, understanding, alteration, or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.
- b. If any article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and the addenda shall not be affected thereby.

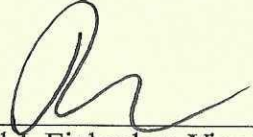
Signed at the Town of Warren, Worcester County, Massachusetts on the 30<sup>th</sup> day of March 2023.

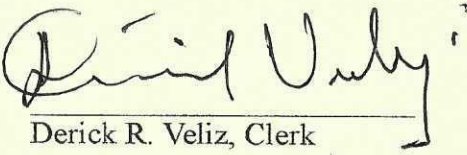
TOWN OF WARREN  
Board of Selectmen

Police Lieutenant

  
\_\_\_\_\_  
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James Early

  
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Richard J. Eichacker, Vice-Chair

  
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Derick R. Veliz, Clerk