

Lieutenant of Police Truro Police Department
Employment Agreement Between
The Town of Truro
And
Steven B. Raneo



Effective
May 1, 2023 – June 30, 2025

| <u>TABLE OF CONTENTS</u> | <u>PAGE</u> |
|---------------------------------|-------------|
| Table of Contents | 2 |
| Duties | 3 |
| Hours of Work | 3 |
| Indemnification | 4 |
| Insurances | 4 |
| Injured on Duty | 4 |
| Death During Term of Employment | 4 |
| Termination and Severance Pay | 4 |
| Compensation | 5 |
| No Reduction of Benefits | 5 |
| Modification | 5 |
| Law Governing | 5 |
| Severability of Provisions | 6 |
| Length of Contract | 6 |
| Grievance Procedure | 6 |
| Job Security | 6 |
| Appendix A | 6 |
| Signature Page | 7 |

The agreement made this 25th day of August 2023 by and between the TOWN of Truro (hereinafter the "TOWN") and Steven B. Raneo, of the Truro, Massachusetts Police Department (hereinafter the "LIEUTENANT").

WHEREAS, the TOWN is desirous of securing the continued services of the LIEUTENANT, who is the Third in Command within the Truro Police Department's structure and operations; and

WHEREAS the LIEUTENANT is willing to continue 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 LIEUTENANT's duties shall be those outlined in the Job Description for the position of Lieutenant as outlined in Rule 15.2, in the Rules and Regulations governing the Truro Police Department, and those assigned by the Chief of Police.
2. **VEHICLE ALLOWANCE.** The LIEUTENANT will be assigned an unmarked police vehicle. Said vehicle is to be used by the LIEUTENANT in connection with the performance of his duties as the third in command as well for his professional growth and development. Providing the ability to respond to emergency events during off duty hours.
3. **HOURS OF WORK.** The LIEUTENANT shall work an average of Forty (40) hours per week as scheduled by the Chief of Police. This schedule will typically be Monday through Friday daytime hours, with holidays off, subject to specific events or agency needs. Should the LIEUTENANT work on a paid holiday, he shall be able to take another day off in its place.
 - A. It is recognized that the LIEUTENANT must devote time outside the regular office hours to the business of the LIEUTENANT, and to that end, the LIEUTENANT shall, with prior written notice to the Chief of Police, be allowed to take reasonable time off as he shall deem appropriate during regular office hours at such time as the Chief reasonably determines will not adversely impact department operations.
 - B. The parties acknowledge that this position qualifies as exempt under the Fair Labor Standards Act and shall be treated as such.

4. **INDEMNIFICATION.** The TOWN agrees that the TOWN shall defend, save harmless and indemnify the LIEUTENANT against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the LIEUTENANT'S duties as Police LIEUTENANT of the TOWN. The TOWN's indemnification obligations herein shall not extend to any violation of a person's state or federal civil rights if the LIEUTENANT is adjudged to have acted in a grossly negligent, willfully, or malicious manner, nor shall the indemnification obligations extend to any disciplinary actions or other proceedings by the TOWN against the LIEUTENANT.

5. **INSURANCE.**

A. **Professional Liability.** The TOWN agrees to furnish at its expense Law Enforcement Liability Insurance with liability limits established in consultation with the TOWN'S Insurance Consultant

B. **Health Insurance.** The LIEUTENANT shall be eligible for all health and life insurance benefits for which other police department 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 any officer of the Police Department

6. **INJURED ON DUTY.** As a sworn police officer, the LIEUTENANT shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111 F of the Massachusetts General Laws.

7. **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.

8. **TERMINATION AND SEVERANCE PAY.**

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the Town's right to terminate the Lieutenant's services, for just cause, at any time by the Town Manager, subject to Section 14, below.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Lieutenant to resign at any time from his position with the Town. In the event that the Lieutenant intends to resign voluntarily before the expiration of any term of employment, then the Lieutenant shall give the Town a minimum of thirty (30) days

written advance notice unless the parties otherwise agree in writing. Upon such notice, the Lieutenant will be entitled to receive payment for any unused vacation and sick leave at an amount or percentage not less than the highest applicable amount or percentage available to any officer of the Police Department.

9. COMPENSATION. The Town agrees to pay the LIEUTENANT for his services rendered pursuant here to a retroactive salary of FY23 Grade 9 Step D from May 1, 2023, to June 30, 2023. On July 1, 2023, receive a step increase to Grade 9 Step E payable in installments according to the Town's usual payroll schedule and with annual cost of living and step increases awarded annually on July 1st of each year (refer to Appendix A on page 6 of this agreement}. The LIEUTENANT's cost of living increase will equal the percentage awarded to Town of Truro Non-Union personnel. The LIEUTENANT shall receive at least the same number of sick days, vacation, personal days, bereavement days, military leave, uniform and cleaning allowance, educational incentive pay, paid holidays, and all other benefits as any regular police officer of any rank of the Truro Police Department, except the position of Chief of Police. For the purpose of longevity, the Town of Truro recognizes the LIEUTENANT'S total years of service for the purpose of longevity compensation.

A. The LIEUTENANT may work details if authorized by the Chief of Police and then only after all full-time members of the Truro Police Employees Federation refuse said details. Additionally, the LIEUTENANT may work overtime shifts to cover minimum staffing if authorized by the Chief of Police and then only after all full-time members of the Truro Police Employees Federation refuse overtime shifts. If the LIEUTENANT is assigned to work an overtime shift, he shall be compensated at 1.5 times the Grade 7 Step J rate of a Patrol Sergeant.

B. DEPARTMENT VEHICLE. The Town shall provide a police vehicle for use by the Lieutenant and pay for all attendant operation and maintenance expenses and insurance. The Lieutenant shall have use (but not exclusive, as the vehicle is available to the department as needed) in connection with, but not limited to, the performance of his duties as Lieutenant, professional growth and development, and to commute with the permission of the Chief of Police. It is expected that the Lieutenant will respond to the needs and emergencies of the community when necessary or required.

10. 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. However, all cost items in this agreement are subject to appropriation.

11. MODIFICATION. No change or modification of this Contract shall be valid unless it

shall be in writing and signed by both parties.

12. LAW GOVERNING. This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

13. 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.

14. LENGTH OF CONTRACT. The term of this contract shall be for a three-year period commencing May 1, 2023, and ending on June 30, 2025.

15. GRIEVANCE PROCEDURE. The LIEUTENANT may seek arbitration of a discharge through The Labor Relations Connection, LLC. In such an event, the parties agree that an arbitrator shall be appointed using the appointment procedure of The Labor Relations Connection, LLC. The administrative and arbitrator fees for such arbitration shall be divided and borne equally between the parties. It is agreed that arbitration in accordance with this provision of this Agreement shall be the LIEUTENANT's sole and exclusive remedy for contesting a discharge. The LIEUTENANT shall have no recourse beyond the Town Manager to contest any discipline short of discharge.

16. JOB SECURITY. During the term of *this* agreement, the position of LIEUTENANT shall not be eliminated provided, however, the parties recognize that this contract is subject to funding by town meeting.

17. The initial term of this agreement shall be three (3) years commencing as of the date hereof. Thereafter, the term of this agreement shall automatically renew for successive three (3) year terms unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the term of this agreement.

APPENDIX A (based on the Town of Truro Classification and Compensation Study Final Draft)

Grade 9 (Police Lieutenant)

| | A | B | C | D | E | F | G | H | I | J |
|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| FY23 | 96,304 | 99,195 | 102,170 | 105,235 | 108,392 | 111,644 | 114,993 | 118,443 | 121,996 | 125,653 |
| 3% | 46.30 | 47.69 | 49.12 | 50.59 | 52.11 | 53.67 | 55.29 | 56.94 | 58.65 | 60.41 |
| FY24 | 98,716 | 101,670 | 104,728 | 107,848 | 111,092 | 114,421 | 117,874 | 121,389 | 125,050 | 128,794 |
| 2.5% | 47.46 | 48.88 | 50.35 | 51.85 | 53.41 | 55.01 | 56.67 | 58.36 | 60.12 | 61.92 |
| FY25 | 101,192 | 104,208 | 107,349 | 110,552 | 113,880 | 117,270 | 120,827 | 124,425 | 128,170 | 132,018 |
| 2.5% | 48.65 | 50.01 | 51.61 | 53.15 | 54.75 | 56.38 | 58.09 | 59.82 | 61.62 | 63.47 |

IN WITNESS WHEREOF, the Town of Truro has caused this Agreement to be signed and executed on its behalf by Town Manager and duly attested by its Town Clerk, and the LIEUTENANT has signed and executed this Agreement, both in duplicate, the day and year first written.



Lieutenant of Police



Town Manager

Signed and agreed upon by all parties on this 30th day of May 2023