

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS

\*\*\*\*\*

In the Matter of the Arbitration Between: \*

TOWN OF AGAWAM \*

-and- \*

ARB-12-2503

AGAWAM POLICE PATROLMEN'S  
ASSOCIATION \*

\*\*\*\*\*

Arbitrator:

Timothy Hatfield, Esq.

Appearances:

Russell Dupere, Esq. - Representing Town of Agawam

Kevin Coyle, Esq. - Representing Agawam Police  
Patrolmen's Association

The parties received a full opportunity to present testimony, exhibits and arguments, and to examine and cross-examine witnesses at a hearing. I have considered the issues, and, having studied and weighed the evidence presented, conclude as follows:

**AWARD**

The Town had just cause to terminate Danielle Petrangelo, and the grievance is denied.

---

Timothy Hatfield, Esq.  
Arbitrator  
September 18, 2014

## **INTRODUCTION**

On December 19, 2012, the Agawam Police Patrolmen's Association (Union) filed a unilateral petition for Arbitration. Under the provisions of M.G.L. Chapter 23, Section 9P, the Department of Labor Relations (Department) appointed Timothy Hatfield Esq. to act as a single neutral arbitrator with the full power of the Department.<sup>1</sup> The undersigned Arbitrator conducted a hearing at the Department's Springfield office on October 21, 2013 and December 2, 2013

The parties filed briefs on January 13, 2014.

## **THE ISSUE**

Is there just cause for the termination of Danielle Petrangelo?

If not what shall be the remedy?

## **RELEVANT CONTRACT LANGUAGE**

The parties' Collective Bargaining Agreement (Agreement) contains the following pertinent provisions:

Article 5 – Grievance Procedure (In Part)

A grievance is an allegation by an employee or the Union that the Employer has violated this Agreement. All grievances shall be settled in the following manner: ...

5.10 – The parties agree to the selection of the Massachusetts Board of Conciliation and Arbitration<sup>2</sup> as the final Arbitrator. In the event of a disciplinary action involving suspension, dismissal, removal or termination,

---

<sup>1</sup> Pursuant to Chapter 145 of the Acts of 2007, the Department of Labor Relations "shall have all of the legal powers, authorities, responsibilities, duties, rights, and obligations previously conferred on the ... the board of conciliation and arbitration ... including without limitation those set forth in [chapter 23C](#), [chapter 150](#), [chapter 150A](#), and [chapter 150E of the General Laws](#)."

<sup>2</sup> See FN. 1

and subsequent to a hearing before the Mayor, the Union, on behalf of an employee may, within ten (10) days of the receipt of said disciplinary decision, elect to appeal said action by initiating an arbitration proceeding in accordance with Step 3 of the grievance procedure. Such appeal shall be the exclusive remedy pursuant to the provisions of G.L. Chapter 150E, Section 8. In the event that such an election is made under this paragraph, the arbitrator may affirm, modify, or amend the action of the Mayor if he finds that such action was justified. Otherwise the arbitrator may reverse such action and the person concerned shall be returned to his position without loss of compensation or other rights.

5.11 – An arbitrator hereunder shall be without the power to alter, amend, add to or detract from any language of this Agreement. The arbitrator's award shall be in writing and shall set forth his findings of fact, reasoning and conclusions, which shall be subject to federal, state and local laws.

The arbitrator's award shall be final and binding upon the Employer, the Union and the grievant. Copies of the arbitrator's award, the findings of fact, reasoning and conclusions shall be forwarded simultaneously to the Employer and the Union. ...

#### Article 6 – Personnel Action (In Part)

6.1 – No employee shall be removed, dismissed, discharged, suspended, or disciplined, except for just cause, as provided under Massachusetts General Laws, Chapter 31, Civil Service. ...

6.7 – In the event of a disciplinary action involving suspension, dismissal, removal or termination and subsequent to any hearing before the Mayor, the Union on behalf of the employee, may elect to appeal said action by initiating an arbitration proceeding in accordance with Step 3 of the grievance procedure, or may elect to appeal said action in accordance with G.L. Chapter 31 Section 41. Either such appeal shall be the exclusive remedy pursuant to the provisions of G.L. Chapter 150E, Section 8.

### **RELEVANT POLICIES and PROCEDURES**

#### Agawam Police Department's Rules and Regulations: (In Part)

##### Section F, Subsection 15

Police officers are authorized to use firearms in life-threatening situations, when there is no reasonable alternative, but shall comply strictly with the prescribed departmental procedures for the use of such force. The use of firearms is the highest degree of force that an officer

may apply and is the most crucial official decision he will ever make. An officer shall never brandish a firearm or display it unnecessarily at any time.

Agawam Police Department Use of Force Policy 1.01 (In Part)

Section III – Definitions

A. Deadly Force: Any use of force that is reasonably intended or likely to cause death or great bodily harm. ...

Section IV - Procedure:

- 1.) Officers are authorized to use deadly force to:
  - a) Protect the officer or others from what is reasonably believed to be a threat of death or serious bodily harm: and/or
  - b) To effect an arrest only if:
    - i. The arrest is a felony;
    - ii. The officer reasonably believes that the force employed creates no substantial risk to innocent persons; and
    - iii. The officer reasonably believes (i.e. "probable cause") that:
      - [a] The crime for which the arrest is to be made involved conduct including the use or threat of deadly force, or
      - [b] There is a substantial risk that the person to be arrested will cause death or serious bodily harm if such person's apprehension is delayed.

### **FACTS**

The Town and the Union are parties to a collective bargaining agreement that was in effect at all relevant times to this arbitration.

The grievant, Danielle Petrangelo (Petrangelo) was appointed as a police officer in the Agawam Police Department on December 1, 2001. Petrangelo attended and passed the recruit training academy before assuming her duties as a patrol officer, ostensibly working the midnight to 8AM shift during her time in Agawam. During her time as an Agawam Police Officer, Petrangelo received firearms training at least four times per year, and participated in at least one simulated "TEPOT" training.<sup>3</sup>

On May 5, 2012, Petrangelo was working her scheduled midnight to 8:00 AM shift. At around 4:29 AM, Brittany Miles (Miles) called 911 from her cell phone. The call was received by the State Police Dispatch and forwarded to the Agawam Police Department. Miles reported that someone had broken into her apartment. The call was unexpectedly terminated, and dispatch was unable to reconnect the call.

Petrangelo and Officer Thomas Forgues (Forgues) were the first to arrive at the apartment complex and approached Miles' building together. The officers observed that one of the basement windows to Miles' apartment was broken and the other one was wide open. Forgues attempted to shine his flashlight into the apartment but was unable to see anything. Both Petrangelo and Forgues heard noises from inside the apartment. Petrangelo and Forgues then went around to the common door for entry into the building.

---

<sup>3</sup> The TEPOT training was a tactical team training exercise that included simulated targets within a "shoot house", and a reenactment scenario at a local school involving an active shooter at the school.

Upon entry into the building, Petrangelo went down the approximately six steps towards Miles' apartment, while Forgues took a position at the top of the steps on the landing. Both officers had their weapons drawn and pointed towards the floor upon entry into the building. Petrangelo testified that she continued to hear noises from inside the apartment, possibly an altercation or furniture being moved around, while Forgues testified that he heard some kind of shuffling happening in the apartment.<sup>4</sup> Petrangelo proceeded to knock on Miles' door with her foot to announce her presence and ordered the door to be opened. Petrangelo claims that there was a delay before the door opened, while Miles denied that there was a delayed response to the door being opened.<sup>5</sup> Petrangelo also testified that the door to Miles' apartment opened twice in a brief amount of time before her gun was inadvertently fired. Miles denied that the door was opened more than once, and Forgues testified that he did not observe the door open prior to hearing the gun shot. Based on the totality of record before me, I find that there was no ongoing altercation at the time of Petrangelo's knocking on the door. Miles' boyfriend would not have been able to exit the apartment in such a brief amount of time because he was not in the apartment when Petrangelo

---

<sup>4</sup> Based on the totality of the record and my finding that there was not an active altercation in the apartment at the time of Petrangelo's and Forgues' arrival at the door, I credit Forgues' testimony concerning the amount of noise emanating from the apartment.

<sup>5</sup> Based on the totality of the record, including Petrangelo's response to the question about the length of time between when she kicked the door and announced her presence and when the door opened: "maybe seconds. I lost all time in that moment," I credit Miles' testimony that there was not an unreasonable delay between the time Petrangelo announced her presence and the door being opened.

cleared the apartment immediately after shooting. Finally, I find that based on the testimony of the witnesses, including Forgues, who did not witness the door open at all, that Miles only opened the door once, simultaneous to being shot.

Petrangelo immediately entered Miles' apartment after firing the gun, cleared the apartment, and found no other adults in the apartment. Forgues began to administer first aid to Miles while Petrangelo tended to Miles' daughter, who Miles had been holding when she was shot, while also calling for backup and an ambulance. Miles was taken back to the police station and the State Police with Agawam Police assistance began to investigate the incident.

On November 14, 2012, Acting Chief Richard Light (Acting Chief Light) issued a letter to Petrangelo which outlined the findings of the Agawam Police Department's internal investigation. In conclusion, Acting Chief Light recommended discipline in excess of five days up to termination for Petrangelo's actions on the night in question. Mayor Richard Cohen (Mayor Cohen) held a hearing on December 4, 2012, and terminated Petrangelo on December 5, 2012. The Union filed a grievance over the termination that was denied by the Town at all steps of the grievance procedure, resulting in the instant arbitration.

#### Prior Agawam Police Officer Involved Accidental Discharges

On or about September 27, 2001, Officer Anthony Malone (Malone) accidentally shot himself in the hand when he attempted to holster a new gun in an inappropriate holster. Malone was not disciplined for the incident.

On or about April 2002, a training officer was shot in his protective vest during a training exercise with the Agawam Police Officers.<sup>6</sup> The training officer was standing beyond the firing line during a training exercise when he was shot. Unconfirmed speculation centered on Officer Karen Langevin (Langevin) being responsible for the shooting. Langevin was not disciplined for the incident.

### **POSITIONS OF THE PARTIES**

#### **THE EMPLOYER**

The Town argues that it had just cause to terminate Petrangelo. This case involves a series of serious mistakes and a complete failure to follow basic firearms safety rules as well as the Agawam Police Department's Rules and Regulations. As a result of Petrangelo's actions, the female who had called for help was shot in the face while holding her one and one-half year old daughter. The Town submits that Petrangelo's reckless behavior, failure to abide by the Department's Rules and Regulations, failure to follow basic firearms safety rules, failure to acknowledge her mistakes and/or take responsibility for her actions, failure to show any remorse for her actions, and failure to understand that she would have to modify her behavior in the future are sufficient just cause to terminate Petrangelo.

#### **Use of Deadly Force in a Non-Life Threatening Situation**

Petrangelo used her firearm in a non-life threatening situation, where there were other reasonable alternatives. In addition, Petrangelo could not have

---

<sup>6</sup> It is unclear from the record, if the training officer, who was shot in his protective vest, was shot directly or hit by a ricochet bullet. I decline to make a finding on this issue as it is a distinction that does not affect my decision.

reasonably believed that her actions would not create a substantial risk to innocent persons. Not a single witness supported Petrangelo's assertion that she was facing a deadly threat. It is clear from the testimony of Miles and Forgues that there was no life threatening situation which necessitated the actions taken by Petrangelo. None of the photos taken at the scene show evidence of a struggle, the furniture is not out of place, and nothing in the apartment that could have been easily broken or overturned was disturbed. Perhaps, most telling is the fact that Miles had no evidence of any injuries besides the gunshot wound to her face caused by Petrangelo. There was nothing in any of the evidence or documentation of the incident to indicate that a deadly force situation was present when deadly force was utilized.

Miles testified that she called the police, because someone was coming through her bedroom window. It turned out that the person coming in through the window was her boyfriend, who took her phone and smashed it because he thought she was on the phone with another man. Miles told the boyfriend to leave, as she had called the police, and that she would explain the situation to the police upon their arrival. After her boyfriend left, Miles picked up her daughter and walked to the kitchen to retrieve a sippy cup. It was at this point that she saw the police shine flashlights outside her window. There was no argument occurring in the apartment at this time. Petrangelo then banged on the door demanding that it be opened, which Miles did prior to being shot.

Forgues initially thought that someone had shot through the door at Petrangelo until he heard the victim screaming. Forgues testified that based

upon what he observed at the scene, it would not be appropriate to have a gun in a raised position pointed at the closed door.

Petrangelo's testimony and statement to the State Police differs dramatically from Miles' and Forgues' recounting of the incident. Petrangelo seems to argue that the alleged opening and closing of the door created a life threatening situation even without any evidence of a weapon and/or someone being threatened with bodily harm. Miles stated that the door only opened once, and Forgues testified that he did not witness the door open at all.

Petrangelo and Forgues both testified that Petrangelo immediately entered the apartment after the shot was fired. If Miles' boyfriend had been in the apartment immediately prior to the shot being fired, he would have still been in the apartment when Petrangelo entered. The evidence shows that Miles' boyfriend was gone from the premises and could not have been involved in a loud altercation at the time of Petrangelo's demand to open the door. Petrangelo's claim that the situation involved a life and death situation is not credible.

Petrangelo argues that because she did not intend to use deadly force that this case involves a simple accident. However, Petrangelo's actions and statements show that she treated the call as a deadly force situation and acted accordingly. Her actions were inconsistent with her training, the opinion and judgment of the other officer on the scene, and the other officers and supervisors who testified at the arbitration. Petrangelo's actions, and not the actions of the victim, created a deadly force situation. This should not have been a deadly

force situation, and Petrangelo's should have recognized that raising her weapon at the door and placing her finger on the trigger was dangerous, reckless, and unwarranted. Whether Petrangelo ultimately meant to actually fire the weapon is irrelevant. Petrangelo placed the victim in the situation of facing a loaded weapon pointed at her head while she attempted to open the door to allow the officer entry.

#### Failure to Follow the Cardinal Rules of Safety

The Town also argues that Petrangelo, in addition to violating the Department's Rules and Regulations, also failed to follow the Cardinal Rules of firearms safety. These rules include:

1. Treat all weapons as loaded weapons.
2. Never point a weapon at anything you are not intending to shoot.
3. Keep your finger off the trigger until you are ready to shoot.
4. Know your target and what is beyond it.

Acting Chief Gillis and Mayor Cohen found that Petrangelo violated three of the Cardinal Rules. Specifically, Petrangelo pointed her weapon at the door, which she admitted she did not intend to shoot; her finger was on the trigger prior to being ready to shoot; and she did not know her target or what was beyond it. The four Cardinal Rules are taught to anyone seeking a license to carry, they are taught at the Police Academy, and reinforced throughout a police officer's career. The Cardinal Rules are considered a basic aspect of firearms safety, and are well known to all officers as well as civilian operators. Petrangelo did not provide any rationale for why she violated the Cardinal Rules. Instead, she testified that she could not remember what happened, that everything was a blur.

The Town is also concerned about the fact that Petrangelo does not appear willing to modify her behavior at all based on this incident. Petrangelo testified that she did not violate the Cardinal Rules or fail to follow them closely enough. There appears to be a total disconnect between her actions, which clearly violated the Rules, and her perception of her actions. Petrangelo testified that she would conduct herself in the same way given the opportunity to do it over again other than the accidental discharge. It is clear that Petrangelo believes that because she did not intend to shoot the victim, her actions were appropriate. Petrangelo fails to understand that the safety rules are designed to prevent this type of "accident". The Town remains concerned that placing Petrangelo back into a police position would endanger herself, her fellow officers and the public.

Additionally, Petrangelo has shown no remorse for the shooting since the date of the incident. Mayor Cohen testified that Petrangelo, at the Appointing Authority hearing, failed to express any remorse regarding the shooting and had a "kind of cavalier attitude" that she was more of the victim than the victim herself.

#### No Disparate Treatment

Finally, Petrangelo's actions were far more egregious than any prior departmental misconduct and warranted termination. During the arbitration hearing, the Union argued that a training accident allegedly involving Langevin in 2002 is similar to the instant matter. That incident did not merit any discipline, let alone termination, and is not similar or relevant to the situation. The officers

were being trained in a new technique, which involved shooting with your offhand and shooting across your body in a sideways motion. The trainer who was standing in front of the shooting line was either hit by a ricochet or directly hit in the protective vest. The Town determined that the trainer should not have been stationed beyond the line and was hit by a ricochet and not directly. Additionally, there was no direct evidence that Langevin was responsible for the shot that hit the trainer. In order for this incident to be similar, one of the officers would have to raise the gun to chest level, intentionally point the gun at the trainer, and place his/her finger on the trigger. Then, if the gun accidentally discharged the incident would be similar. Regardless of which officer fired the shot and whether it was a ricochet or a direct shot, it is clear that no officer took these types of actions.

Another prior incident raised at the arbitration involved Malone. This incident is also not similar or relevant. The Town had received some new guns, and Malone was attempting to place the new gun in his holster. The holster was inappropriate for the new gun, and the gun discharged. Unlike this case, the Malone incident was a simple mistake with no intentional actions that violated the rules and regulations of the Department or the Cardinal Rules.

The Town concludes that based on all of the above, the grievance should be denied and the termination upheld.

## **THE UNION**

The Union begins by stating that Petrangelo was appointed as a police officer on December 1, 2001, and successfully performed her duties prior to May 5, 2012 without discipline.

Dangerous Situation

On the night in question, Petrangelo was dispatched to Miles' apartment after she called 911 claiming "someone in my apartment". The call from Miles was abruptly disconnected and could not be reestablished making it impossible to gather further information for the responding police officers. Petrangelo and Forgues arrived at the scene. Both officers regarded the call as dangerous, not knowing if this was a burglary, a home invasion or something else. They also did not know if the intruder intended to harm the victim or had fled. The lack of information required them to assume the worst and take appropriate precautions.

Upon arrival at Miles' apartment building, they noticed one of the windows to Miles' apartment was broken, and the one next to it was wide open. They attempted to look inside, but could not see anything. They heard noises, which sounded like a woman screaming and people bumping into things, which reinforced their concerns that they were responding to a dangerous situation.

Upon arrival at the exterior door, Petrangelo went down the half-flight of stairs towards Miles' apartment and Forgues took a position at the top of the stairs. Both officers had their guns drawn and heard screaming and banging from inside the apartment. Petrangelo banged the door with her foot and announced "Agawam Police open up". There was no immediate response to her command and Petrangelo backed up from the door fearing for her safety. The apartment door opened up about ten inches and then immediately slammed shut. Petrangelo could only see vaguely into the apartment during the brief moment that it was open, but she thought she saw two silhouettes. Fearing danger,

Petrangelo raised her firearm to chest level, the door opened again and her firearm discharged sending a bullet through the door and hitting Miles in the face.

Petrangelo is unable to say why her firearm went off. She cannot say if nerves, anticipation, adrenalin, fear, or some other factor caused an involuntary muscle twitch. Petrangelo does not even know whether she pulled the trigger but understands that she must have for the gun to have fired. She only knows that she believed that there was an intruder in that apartment, apparently struggling inside the door with the occupant, who may have been armed as the door opened. She did not know if the first thing that she would see would be a gun barrel and a muzzle flash.

#### Miles' Version of Events Is Not Plausible

The statements of Miles and her boyfriend assert that there was no dispute occurring at the time of the officers' arrival, which differs with the accounts of Petrangelo and Forgues. The difference in versions has significance, as the officers' accounts of hearing an ongoing confrontation clearly justified their drawn weapons and heightened sense of danger. There is reason to be skeptical of Miles' and her boyfriend's accounts. He was drunk the night of the incident and she has indicated her intent to file a civil claim which provides her with financial motive to paint the officers' actions in the most culpable light.

Miles testified that she awoke to someone trying to open her bedroom window. She ran to the kitchen and called 911. The person following her to the kitchen turned out to be her boyfriend who grabbed her phone and threw it across the room smashing it. She told him that she had called the police and the

situation immediately deescalated into a civil conversation. He left the apartment by the back door before the police arrived, and she intended to explain the situation to the police. When she heard the police say open the door she started to open the door and heard a noise, saw a bright light and realized she had been shot.

Miles' boyfriend gave two conflicting accounts of the night in question. In the first account, he claimed that Miles had let him in the front door, and told him that she had called the police. He decided to go out back and hang out. In the second version, he stated he did come in through the window and broke Miles' phone before heading outside to smoke. The versions of Miles and her boyfriend are inconsistent even with each other, although they appear to have colluded at some point, and defy common sense.

It suits Miles' interest to portray the situation at the apartment as peaceful and under control when the officers arrived. That backdrop enables her attorneys to argue that the guns-drawn response and accidental discharge was reckless or grossly negligent. It is a reasonable inference that Miles and her boyfriend discussed the incident before he gave his second statement, a statement where he repudiated glaring inconsistencies between his first statement and Miles' statement.

Miles' version defies all logic. The more likely scenario is that an irate Miles reacted angrily to her boyfriend's intrusion with loud, angry yelling. Once the pair realized the police arrived, Miles ushered her boyfriend out the back door, which would account for the noises heard by the responding officers and the

delay in opening the door on Petrangelo's command. Additionally, there was no need for the boyfriend to go out the back door as his brother was waiting for him in the car by the front door. The incongruity of the two versions reveals the lie. The only reason for him to go out the back door was to avoid the police who were already at the front door.

#### The Shooting Was Accidental

In relation to the Town's claims that Petrangelo violated the Rules and Regulations of the Agawam Police Department as well as Cardinal Rules of Safety, the Union argues that police officers can use deadly force only to: 1) protect themselves or others from threat of death or serious bodily injury, or 2) to affect an arrest in very rare situations. This rule is inapposite to this case. The rule addresses the intentional use of deadly force. There is no evidence that Petrangelo intended to fire the weapon, and Acting Chief Light expressly acknowledges that the firing of the weapon was accidental. Consequently, Petrangelo could not have violated the use of deadly force policy.

Acting Chief Light referenced the "Four Cardinal Safety Rules" regarding the use of firearms. These "rules" have never been adopted by the Agawam Police Department as either rules or policy. The Town asserts that they are the subject of instruction at the recruit training academy, but offers no evidence that it was the subject of any instruction received by Petrangelo at the academy she attended. Petrangelo has never heard of the "Four Cardinal Safety Rules", and has never been trained on them, although she certainly does not dispute that she

has received extensive firearm safety training, which includes the substance of three of the asserted "Four Cardinal Safety Rules".

Petrangelo was never trained on the rule to never point your weapon at anything you are not intending to shoot. The rule itself, was expressly repudiated by Richard Riccio (Riccio), the Agawam Police Department firearms instructor. Riccio testified that it is indeed appropriate to aim a firearm at a serious potential threat, and he teaches such to the Agawam Police Department officers during their semi-annual in service training. He explained that officers in a serious threat situation should search with their weapon. If they suddenly recognize a deadly threat, their firearm is already aimed in the direction of the threat and can be employed very quickly. When testifying, Riccio was given the facts known to Petrangelo and Forgues, at the time Miles opened the door, and asked if Petrangelo was justified to point her firearm at the opening door. He responded that it would have been appropriate of her to do so.

Petrangelo acknowledges that her firearm training has instructed her to keep her finger off the trigger until ready to shoot. She does not dispute that her finger should not have been on the trigger, but just as she did not purposely pull the trigger, she did not purposely put her finger on it. She cannot say how it happened to be on the trigger, but realizes it must have been for the weapon to fire. It may have been a combination of intense anticipation and fear that caused her finger to move, without conscious intent, to the trigger. Whatever the explanation, it was not intentional.

Termination Was Too Severe a Penalty

Finally, the Union questions the severity of the penalty imposed. There have been two other inadvertent firearm discharges by Agawam Police Officers in recent years which have caused injury or damage. Both incidents appear to implicate violations of the “Four Cardinal Safety Rules”. The incidents however have never been investigated, and no officer has ever been disciplined. In April 2002, there was an incident during a training exercise where the instructor, who was standing ahead of the firing line, was shot in the protective vest. Langevin apparently lost control of her firearm during the training exercise and shot the instructor. In 2001, Malone accidentally shot himself in the hand while attempting to holster his weapon.

While the two incidents present somewhat different fact patterns, they both involve the accidental shooting of a person. The “Four Cardinal Safety Rules”, which are the basis of Petrangelo’s termination, are never mentioned even though the violation of these “rules” in each incident is obvious. Yet in both cases, no investigation was conducted to determine the facts, and no discipline was imposed on the officer involved.

Petrangelo had a successful ten year career, which was unblemished by any discipline. She was the first officer to respond to Miles’ plea for help and did not shrink from that responsibility. She was the officer who went down the stairs to the apartment door not knowing what danger may await. If not for the accidental discharge of the firearm, her conduct would have warranted a commendation.

Discipline is not the appropriate response to the unconscious, inadvertent action which occurred at Miles' apartment. Training is the appropriate response. The way to best assure Petrangelo, and all other officers who may have the same involuntary reaction in a high stress situation, is realistic training which instills muscle memory for such things as trigger discipline, when conscious thought is preoccupied with a very real threat.

The Union urges that the termination of Petrangelo be reversed, that she be reinstated without loss of compensation and other benefits, and that she be given additional training, at the expense of the Town, to address her inadvertent conduct for which she was disciplined.

### **OPINION**

The issue before me is: Is there just cause for the termination of Danielle Petrangelo? If not what shall be the remedy?

For all the reasons stated below, I find that there was just cause for the termination of Danielle Petrangelo and the grievance is denied.

There is no doubt, based on the record before me, that this was an accidental shooting that narrowly avoided a catastrophic outcome. The accidental nature of the shooting however does not absolve Petrangelo from the consequences of her actions regardless of her intent or lack thereof. Petrangelo's failure to follow the Town's policies regarding the use of deadly force, and her admitted failure to follow some of the basic firearm safety guidelines, which she admits she was taught during her police academy training,

calls into question her ability to safely perform her duties as a patrol officer for the Town of Agawam.

During the arbitration hearing, much of the testimony of the witnesses centered on a review of the appropriateness of Petrangelo's actions while responding to Miles' call for assistance. There seems to be consensus that Petrangelo's decision to have her firearm out and pointed to the floor was appropriate given the nature of the call, and the fact that the call had been abruptly disconnected. There was a marked difference of opinion about the appropriateness of Petrangelo pointing her gun at the door. There was testimony calling this action dangerous, due to the lack of a discernible appropriate target, while additional testimony allowed that officers can search with their firearms pointed up in dangerous situations. It is unnecessary to determine if Petrangelo's pointing of the firearm at the door was appropriate based on her clearly inappropriate actions of prematurely placing her finger on the trigger and subsequently pulling the trigger.

The Union also attacks the Town's decision that discipline in the form of termination was the appropriate response to this situation. The Union points to two other situations that involved firearm discharges that did not result in any discipline never mind termination. The two situations are distinguishable, however, and do not play a role in my determination on the appropriateness of Petrangelo's termination in this case. The training incident, was an accident that would not have happened but for the negligence of the instructor standing in front of the firing line. Regardless of the fact that the record before me is unsettled as

to who the actual shooter was, the officers involved were training on a new technique that would not have resulted in injury, if the instructor had not placed himself in such a vulnerable situation. The second situation, the holster incident, involved an officer attempting to holster his new gun in an inappropriate holster that resulted in the discharge of the firearm. There is no evidence that any Town policy had been violated, or that the officer acted in any manner that would warrant discipline.

Finally the Union argues that retraining of Petrangelo is the appropriate form of discipline in this matter. The Town, however, does not have an obligation to retrain a ten-year officer on basic firearm safety measures as suggested by the Union. The Town must have confidence that the officers that it trains and places on the streets are not going to be a safety threat to the public, their fellow officers, or themselves. Based on Petrangelo's response to the Miles' emergency call, the Town no longer has confidence that Petrangelo will respond in a safe and proper manner in future stressful situations. The Town cannot be expected to risk the safety of its citizens and/or employees on the hope that Petrangelo can be retrained in a manner that would result in her reacting competently in high stress situations.

### **AWARD**

The Town had just cause to terminate Danielle Petrangelo, and the grievance is denied.

---

Timothy Hatfield, Esq.  
Arbitrator  
September 18, 2014