

AGREEMENT

BETWEEN

THE TOWN OF HANSON

AND

THE HANSON POLICE RELIEF

ASSOCIATION

EFFECTIVE JULY 1, 2001 TO JUNE 30, 2004

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AGREEMENT

This Agreement, effective July 1, 2001 by and between the Town of Hanson, hereinafter, called "the Town" acting by and through its Board of Selectmen, and the Hanson Police Relief Association (hereinafter "the Union") is designed to maintain and promote a harmonious relationship between the Town and employees covered by this Agreement, in order that a more efficient and progressive public service be rendered.

ARTICLE 1 RECOGNITION AND NON-DISCRIMINATION

SECTION 1

The Town hereby recognizes the Union as the exclusive representative and bargaining agent for all uniformed regular members of the Police Department up through and including the rank of Sergeant but excluding the rank of Chief and all other employees.

SECTION 2

Neither the Town nor the Union shall discriminate against any employee on the grounds of race, creed, color, religion, national origin, membership or non-membership in the Union or the Union's legally constituted activities.

ARTICLE 2 PAYROLL DEDUCTION OF UNION DUES

The Town agrees to deduct Union dues (including arrearage of dues which may develop after the effective date of this Agreement) from the weekly payment of salary to each employee covered by this Agreement who submits to the Town a written authorization for such payroll deduction. The provisions of this Article are subject to M.G.L. Chapter 180, Section 17A.

ARTICLE 3 MANAGEMENT RIGHTS

Except as expressly limited by a specific provision of this Agreement, the Union recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the Police Department and the direction of the workforce in accordance with its judgment. All inherent management functions and prerogatives, which the Town has not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the Town. Without limiting the generalities of the foregoing, the Town shall have the right of making work assignments, declaring an emergency situation to exist, disciplining for just cause, maintaining discipline and the right to make and enforce reasonable rules for the safe, efficient and orderly operation of the Police Department. The Union recognizes the authority of the Chief of the Department under M.G.L. Chapter 41, Section 97 and other appropriate governing factors of the Police Department.

**ARTICLE 4
NO STRIKES**

SECTION 1

The Union agrees that there shall be no strike, work stoppage, slowdown or other interference with the efficient management of the Police Department, including the withholding of mandatory overtime hours normally provided to the Town.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith publicly disavow any such strike, work stoppage, slowdown or withholding of services and return to work immediately.

**ARTICLE 5
DISCIPLINARY ACTION AND PROBATION**

SECTION 1

No employee covered by this Agreement shall be removed, dismissed, discharged, suspended or charged in any manner or disciplined without representation from the Union or counsel. When a hearing concerns a matter which could give rise to criminal proceedings, the employee shall be entitled to be represented by counsel and shall be guaranteed his rights under the law.

In any other hearing when the offense is serious, but non-criminal, the employee may request that a member of the bargaining unit (other than an employee who is subject to interrogation in connection with the offense) be present during the interview.

An employee hired with the bargaining unit not covered by M.G. L. Chapter 31 (Civil Service) shall serve a probationary period of twelve months. Said probationary period shall commence from said employee's date of appointment as a full-time officer. All such employees shall be reviewed by the Chief and the appointing authority prior to the end of said probationary period. During the probationary period the employees may be terminated without recourse to provisions of this Agreement, specifically without recourse to the Grievance and Arbitration procedure.

SECTION 2

If after a hearing before the appointing authority concerning any criminal action against a Police Officer no action is taken or the criminal action findings are reversed by any other party empowered by law, then the Police Officer shall be entitled to all back pay, counsel fees and compensation for all other necessary expenses.

Any person seeking such reimbursement shall file with the appointing authority a written application therefore within thirty days after final disposition of his case. The appointing authority shall, within thirty days after receipt of such application, pay such expenses upon receipt of such application, pay such expenses upon receipt of proof that such expenses were actually incurred for the purpose set forth in this Section.

Saturdays, Sundays, and legal holidays shall not be counted in the computation of any time period specified in this Section.

ARTICLE 6 SENIORITY

SECTION 1

Seniority within the Hanson Police Department shall commence from the date of most recent appointment to full-time continuous service as a Police Officer in the Town to be determined by rank and by marks achieved by Officers within the same rank entering on the same date.

SECTION 2

Seniority shall not be broken by vacation time, sick time, injury time, temporary lay-off, suspension or any leave of absence approved by the Chief of Police and the Board of Selectmen, or any call to military service.

SECTION 3

In the event of a reduction in force, lay-off shall be in inverse order of hiring. Written notification shall be made to each employee being laid-off at least fourteen days prior to the effective date of the lay-off. Said notification shall state the effective date of the lay-off. Any recall to work shall be by seniority.

ARTICLE 7 GRIEVANCE PROCEDURE

SECTION 1 - PURPOSE AND DEFINITION OF GRIEVANCE

The purpose of the grievance and procedure is to settle employee grievances on as low a level as possible to insure efficiency and employee morale.

The term "grievance" shall mean any dispute concerning interpretation, application, enforcement, violation or meaning of express language of a specific provision of this Agreement. Any matter which is subject to the appropriate governing factors of the Police Department or any Retirement Board established by law and any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of a grievance or arbitration.

SECTION 2 - PROCESSING OF GRIEVANCE

STEP 1

The grievance shall be presented in writing and shall state the nature of the dispute, specific provisions of the Agreement alleged to have been violated, and the remedy requested, to the Chief, who shall meet with the Union's Representative(s) and/or the employee within three(3) days from the time the grievance is presented to him.

STEP 2

If the grievance is not resolved at Step 1 within ten (10) days after the grievance is presented to the Chief, the grievance shall be presented to the Board of Selectmen, who

shall meet with the Union's representative(s) and/or employee within ten (10) days from the time the grievance is presented.

STEP 3

If the grievance is not resolved at Step 2 within fifteen (15) days after the grievance is presented to the Board of Selectmen, only the Union may submit the grievance to arbitration. Such submission to arbitration shall be in writing and shall state the nature of the dispute, specific provisions of the Agreement alleged to have been violated, and the remedy requested with a copy delivered in hand or by Certified Mail, postage paid, to the Chairman of the Board of Selectmen. The Arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree in the first instance, the Arbitrator shall be selected by a list supplied by the American Arbitration Association and in the conduct of any arbitration, the American Arbitration Association rules shall apply. Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator, meeting place, and other incidental expenses, mutually agreed to in advance, shall be shared equally between the two parties.

SECTION 3 - TIME LIMITS FOR PROCESSING OF GRIEVANCE

A grievance shall be considered waived under any of the following circumstances:

1. If presented at Step 1 more than fifteen (15) days after the occurrence or failure of the occurrence of the incident upon which the grievance is based.
2. If presented at Step 2 more than twenty (20) days after the grievance is presented at Step 1.
3. If submitted to arbitration at Step 3 more than thirty (30) days after the grievance is presented at Step 2.

Any of the time limits outlined in this Article may be changed by mutual agreement.

SECTION 4 - FUNCTION OF ARBITRATOR

The Arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement, nor to recommend any right or relief for any period of time prior to the effective date of this Agreement or take any action to prevent the Town and Union from settling by mutual agreement prior to final decision any grievance submitted to arbitration hereunder.

ARTICLE 8 STABILITY OF AGREEMENT

SECTION 1

No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

SECTION 2

The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Union to future performance of any such term or condition, and the obligation of the Union and the Town to such future performance shall continue in full force and effect.

ARTICLE 9 SHIFT BIDDING AND SWAPPED TOURS OF DUTY

SECTION 1

All members of the bargaining unit shall be eligible to bid for a shift assignment according to their seniority. Seniority shall be as defined in Article 6. The following procedure shall apply to the assignments of shifts within the Department:

1. A shift bid shall take place two times each year and be implemented on January 1 and July 1 respectively.
2. The Chief shall determine the number of openings, by rank, on each shift.
3. All positions covered by the collective bargaining agreement will be posted by the Union in a conspicuous place listing the shift and the days off for each position, at least 45 days prior to the implementation of the shift bid.
4. The shift and days off for each position shall be determined by the Union. In the event the Union cannot agree, the shifts to be posted and bid shall remain the same as the previous shift bid.
5. The Officer with the most seniority must place his/her bid within four days of the posting. The remaining officers will then bid by their positions on the seniority list, with each person on the seniority list receiving 24 hours after previous bid to bid their choice.
6. Sergeants will bid separately from patrolmen, by seniority within their rank.
7. When a vacancy or opening occurs in a position covered by this Agreement, the shift and the days off shall be posted in a conspicuous place for at least ten (10) days prior to filling the shift. Members of the bargaining unit may apply for the position in writing to the Chief. The Chief shall assign the most senior applicant for the position. This

procedure shall apply to any and all openings or vacancies in positions covered by this Agreement.

8. For the positions of Prosecutor, Safety Officer, Detective and DARE Officer, the Chief shall establish and post minimum qualifications which shall be reasonably related to the actual requirements and duties of the position.
9. Those positions listed in subsection 8 may be assigned an administrative schedule of 5 and 2. It is recognized that the 17 additional days reflected in the schedule will be taken off at the officer's discretion after consulting with the Chief.
10. The positions of Detective, DARE Officer and Prosecutor shall receive an annual stipend of \$750.00.
11. In the event that a change in an Officer's shift bid would result in the Town incurring an overtime obligation, the Chief may select from the following options: (a) giving the Officer the day off with pay as administrative leave; (b) allowing the Officer to work the shift as overtime; or (c) giving the Officer compensatory time at the rate of one and one-half hours for each hour worked.
12. Notwithstanding anything in this Section 1 to the contrary, an Officer commencing work following completion of training at the Police Academy shall be exempt from the shift bid for a period of up to three months, during which time his schedule shall be as assigned by the Chief. The Officer shall receive at least two weeks notice of any change in shift assignment. The Officer shall be permitted to bid at the conclusion of the three month period, unless the Chief and the Union agree to wait until the next regularly scheduled shift bid.

The Chief shall select the most senior applicant who meets the minimum qualifications.

If the Chief fails to select the most senior applicant, he shall provide to each applicant who has more seniority than the applicant selected their reasons for their non-selection. The reasons shall be in writing and shall be provided with enough specificity to allow the non-selected Officer to reasonably determine why he/she was not selected. The written reasons shall be provided at the time the selection is made.

However, the Union agrees that the selection of Prosecutor and Safety Officer pursuant to this paragraph shall not be subject to arbitration.

SECTION 2

Swapped tours of duty between individual employees may be permitted subject to the prior approval of the Chief in each instance, which approval shall not be unreasonably withheld. Disputes under this section shall not be arbitrable.

The Town shall not be obligated to make any payment of any kind due to the implementation of this Section.

SECTION 3

Effective upon final approval of this Agreement by Town Meeting, the Chief shall have the authority to reassign Officers to the day shift for one week each year for purposes of attendance at annual in-service training. Each bargaining unit member shall receive a stipend of \$450.00 each year in recognition of the right to make such reassignment, which shall be paid in the last payroll in August.

ARTICLE 10 EQUIPMENT AND UNIFORM ALLOWANCE

SECTION 1

The Town acting through the Chief or his delegate shall supply to each employee covered by this Agreement the following items:

1 holster belt, 1 baton and holster ring, 1 pair of handcuffs and case, 1 ballistic vest, 1 sidearm and duty holster, 1 off-duty holster, 1 traffic belt, 2 ammo clip pouches, 1 portable radio and holster, 1 garrison belt, 1 pair rubber boots, 1 raincoat, 1 citation book holder, 1 leather jacket, all necessary jewelry, all embroidered patches.

All of the above items are exclusive of the uniform allowance as specified in Article 10, Section 2. These items shall be regarded as minimum issue and additional items may be issued at the discretion of the Chief. It is agreed that these items will be replaced by the Town on an as needed basis.

SECTION 2

All Police Officers appointed to the Department on a permanent basis shall be issued the following clothing items and shall henceforth maintain said uniform items:

4 pair of winter trousers, 3 pair summer trousers, 5 long sleeved shirts, 5 short sleeved shirts, 1 dress uniform, 2 white shirts, 2 hats, 2 neckties, 1 summer jacket, 1 pair steel toed shoes, 1 pair of leather boots.

In order to maintain the above clothing items, each Officer covered by this agreement shall receive \$525.00 clothing allowance, which will be paid directly to each Officer on the first pay date in November.

Notwithstanding the foregoing, newly hired Officer shall not receive the clothing allowance until the first pay date in November following the completion of the twelve month probationary period.

SECTION 3

Each Officer covered by this agreement shall receive a uniform cleaning allowance in the amount of \$325.00, payable the first pay date in November.

SECTION 4

Any gross inequities arising from implementation of Section 1 shall be resolved by the Chief of Police.

SECTION 5

Prescription eyeglasses and dentures, when damaged in the line of duty for the Town of Hanson, shall be repaired or replaced by the Town,

Civilian clothing and/or Police uniforms damaged in the line of duty for the Town of Hanson shall be allowed for replacement with prior approval of the Chief.

**ARTICLE 11
BEREAVEMENT LEAVE**

SECTION 1

Each employee in the Police Department shall be granted leave without loss of pay in the event of a death in his/her immediate family to include father, mother, brother, sister, wife, husband, child, grandparents, in-laws, and relatives residing with the employee's household. Such leave shall not exceed three (3) scheduled days, provided, however, that the Chief may grant additional days at his discretion.

Employees, upon request, may designate the choice of leave days generally consistent with funeral services, but may use these days for purposes connected to the death, which must, of necessity, be conducted at another time.

SECTION 2

If a death occurs in the immediate family while on vacation, bereavement leave shall not be considered as part of vacation time.

SECTION 3

In exceptional circumstances, the Police Chief may approve bereavement time for employees to attend funerals of individuals not covered in Section 1.

**ARTICLE 12
SICK LEAVE**

SECTION 1

Sick leave shall be considered to be absence from duty without loss of pay for the following reasons:

A. Employee's illness or injury except where directly traceable to an employer other than the Town or to a work- related injury or illness covered by Massachusetts General Laws or intentionally self-inflicted injury.

B. Medical, optical or dental treatment required for an employee when such treatment cannot be accomplished on off-duty hours.

- C. When serious illness of any employee's immediate family requires his/her personal attendance.
- D. Work related injury or illness shall be compensated under the provisions of M.G.L. Chapter 41, Section 111F.
- E. No sick leave shall be refused for an obvious personal injury or a situation requiring non-elective surgery. If a dispute arises concerning a return date for employment, procedures set forth under Section 2B, item 2 of this Article shall be followed.
- F. Abuse or falsification of any of the sick leave provisions shall be cause for disciplinary action.
- G. Any disciplinary action under this provision shall be in accordance with Article 5 of this agreement.

SECTION 2

Sick leave shall be granted in accordance with the following provisions:

- A. Sick days granted numbering one through ten in a given absence shall be under the direct supervision of the Chief and all such leave shall be subject to his approval, and such approval shall not unreasonably be withheld.
- B. On or before the completion of the tenth consecutive sick day, the Chief shall convene the Board of Review, said Board of Review to consist of a member of the Board of Selectmen or their designated representative, a member of the negotiating team representing the bargaining unit and the Chief of Police or his designated representative. The Board of Review shall conduct a hearing and by majority vote, take action on any of the following recommendations:
 - 1. Extend the sick leave for a specified amount of time, with full pay or proportion thereof, and conduct another hearing upon expiration of the time specified.
 - 2. Require the individual to produce a medical certificate and/or their own examination of the individual by a recognized medical authority.
 - 3. Terminate the sick leave. If the individual remains absent from employment, it will be without pay, and the Review Board may recommend disciplinary action to follow.
 - 4. Make a recommendation that steps be taken to terminate the individual's employment.

ARTICLE 13 EXTRA PAID DETAILS AND OVERTIME

SECTION 1

The following provisions shall govern the assignment of extra paid details and overtime to Police Officers, where the detail is to be paid for by the Town, a Governmental Body, or by an outside individual, group, corporation or organization.

A. All extra paid details and overtime shall be assigned by the Chief of Police or his representative as set out hereinafter on a voluntary basis and offered to regular full-time Officers first. Said details will be distributed evenly among regular full-time Officers from a seniority list, and a record kept of said distribution, accepted and/or declined. Said record will be kept in the Police Station and, upon request by an authorized representative of the bargaining unit.

B. It is agreed that those Officers who are working paid details and overtime shall do so on their off-duty time or on any time which they are not specifically scheduled to work in the Police Department.

SECTION 2

Paid detail rate and overtime shall be compensated as follows for all Officers:

A. Officers shall be compensated at time plus one-half their regular hourly rate for hours worked in addition to their regularly scheduled or swapped shifts.

B. All work performed for any private enterprise by full-time Officers shall be compensated at time plus one-half the Officer's hourly rate. All work performed under this section by part-time Officers shall be compensated at time plus one-half the first step Patrolman hourly rate.

C. The Chief shall maintain and provide for viewing, a rotating list for mandatory overtime (order-ins). All mandatory overtime shall be assigned from said list in an equitable manner and on a rotating basis.

SECTION 3

All work performed under Section 2 shall include a four (4) hour minimum.

SECTION 4

No paid detail assignments shall be made to employees covered by this Agreement unless the agency requesting such detail has agreed to pay the rate(s) specified above.

ARTICLE 14 HOURS OF WORK AND OVERTIME

SECTION 1

The regular workweek shall be in compliance with M.G.L. Chapter 147, Section 17B.

SECTION 2

All overtime shall be compensated at the rates established in Article 13, Section 2.

ARTICLE 15 COURT TIME

SECTION 1

When an employee is summoned at a time other than his assigned shift for, or in behalf of the Town or Commonwealth, to appear in Court, or in any administrative proceeding in connection with a licensing matter, or in any criminal matter, he shall be paid for Court Time at the Departmental rate established in Article 13, Section 2A, and be guaranteed a minimum of three (3) hours at such time. Time shall commence one-half hour prior to the Officer's appearance.

ARTICLE 16
PAID HOLIDAYS AND PERSONAL DAYS

SECTION 1

The following days shall be considered paid holidays, regardless of the day of the week on which the holiday falls:

New Year's Day
Washington's Birthday
Memorial Day
Labor Day
Veteran's Day
Christmas Day

Martin Luther King Day
Patriot's Day
Independence Day
Columbus Day
Thanksgiving Day

SECTION 2

Each Officer will be guaranteed eleven (11) paid holidays, regardless of the day of the week on which said Holidays fall. The pay for holidays shall be based on eight (8) hours times the Officer's hourly rate of pay and shall be paid in two checks - one the first pay date in June, the other the first pay date in December.

SECTION 3

Each Officer shall have the option of receiving vacation time in lieu of pay for the holidays listed herein. It is agreed that the vacation time may be taken with the approval of the Chief in conjunction with vacation benefits as established in Article 19, Section 1.

SECTION 4

Effective July 1, 1998, each bargaining unit member shall be entitled to two (2) personal days. The first personal day may be used at the discretion of the Officer. The second personal day may be used by the Officer as desired with the approval of the Chief. A request for the second personal day shall be submitted no less than five (5) days in advance. Approval shall not be unreasonably withheld. At his discretion, the Chief may allow the second personal day without five days prior notice in an emergency.

ARTICLE 17
INSURANCE

SECTION 1

The Town shall pay its share of the premium for Blue Cross - Blue Shield under the present plan in force and effect. However, it is agreed that if the Town employees receive any increase in Blue

Cross-Blue Shield plan that is currently in force and effect covering them, the members of the Police Department shall be covered by the same benefits and shall pay the same increases in premiums.

SECTION 2

The Town further agrees that each Police Officer will be covered with a Life Insurance Policy in the amount of \$15,000.00 (fifteen thousand dollars) for so-called "line of duty" loss of life, in addition to the Life Insurance coverage and the standard Blue Cross - Blue Shield contract contributed to by the Town.

SECTION 3

The Town of Hanson agrees to furnish professional liability insurance for all Police Officers, with liability limits of \$1,000,000.00 (one million dollars).

ARTICLE 18 UNION BUSINESS LEAVE

SECTION 1

All employees covered by this agreement who are Officers of the Collective Bargaining Team, not to exceed three (3), shall be allowed time off for negotiations or conferences with the Town administration or the Chief of the Department, without loss of pay or benefits, and without the requirement to make up said loss of time, subject to prior approval of the Chief of the Department.

SECTION 2

The members of the Union Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Union and for reasonable time required for the purpose of investigating or processing grievances, when such activities take place at a time during which such employees are scheduled to be on duty.

ARTICLE 19 VACATION LEAVE

SECTION 1

Paid vacation leave shall be granted, according to years of service, as follows-

- 1 year -- 10 days
- 5 years -- 15 days
- 10 years -- 20 days
- 15 years -- 25 days
- 20 years -- 28 days

Subject to the operating needs of the Police Department as determined by the Chief (a) selection of time for vacation leave shall be based on seniority as defined under Civil Service Law and Rules, and (b) vacation leave may be split.

SECTION 2

After each Officer has taken seventy-five percent of his vacation leave the Town agrees to buy back, at straight daily rate, any remaining days, upon written notice from the individual Officer to the Chief of Police, no later than April 1st.

SECTION 3

Each Officer shall submit in writing a request for no less than 25% of his vacation for the upcoming year by June 20. Each Officer shall submit in writing a request for no less than an additional 25% of his vacation by January 1. The Chief shall advise whether requested vacation time is approved within five (5) working days of the request. Nothing herein shall constitute a waiver of the Town's or the Union's positions on the question of whether the Town may deny vacation requests based upon the financial needs of the Department.

ARTICLE 20 LEAVE OF ABSENCE WITHOUT PAY

Leave of absence for a limited period not to exceed six (6) months may be granted for any reasonable purpose, provided it does not jeopardize adequate Police protection for the Town as determined by the Chief of Police and such leave may be extended or renewed for any reasonable period.

Reasonable purpose, in each case, shall be agreed to by the Chief of Police. Any employee returning from a leave of absence must work twice the length of the leave of absence prior to regaining seniority benefits; however, the employee shall not accrue seniority or any other benefits outlined within this contract during the leave of absence.

ARTICLE 21 HEALTH AND SAFETY

SECTION 1

A Safety Committee of three (3) members of the Union shall meet with the Chief of Police at least once every month to discuss and make recommendations for improvements of general health and safety of our employees.

SECTION 2

For the purpose of maximizing the effectiveness and efficiency of all Police Officers in carrying out their assigned tasks, a Department Policy on physical fitness will be established by the Chief and the Union Membership. An annual physical examination, administered by the employee's physician, may be required by the Town. It is agreed that notification of said physical examination, to the Chief, shall

consist of a signed statement from the examining physician, that the employed is fit to participate in a physical fitness program. Notification shall be in the prescribed following form. I, Dr. _____ have examined Police Officer _____ and feel that he is physically fit to participate in a physical fitness program developed by himself and the Chief of Police. The Chief shall assist each employee in developing an appropriate physical fitness program. It is further agreed that the Town shall pay any expenses incurred for the examination that is not covered by the employee's Health Insurance.

SECTION 3

In the event that it is necessary for a prisoner to be transported outside of surrounding towns, an Officer will be called in to transport said prisoner, in order to prevent a shortage of manpower performing the patrolman function. This Section is to be administered at the discretion of the Chief or his designee.

**ARTICLE 22
COMPENSATION**

SECTION 1

The annual rate of compensation shall be established as follows:

Step	1/1/02	7/1/02	7/1/03
0-12 mos.	39,127.44	39,910.00	40,708.19
13-24 mos.	42,138.22	42,980.98	43,840.60
25-36 mos.	45,148.10	46,051.07	46,972.09
37+ mos.	48,157.98	49,121.14	50,103.56
Sergeants	49,677.54	52,191.22	53,235.05

SECTION 2

The hourly rate of part-time patrolman shall be established at \$10. 00.

SECTION 3 - PAY FOR COURSE CREDITS

Effective July 1, 2002, career incentive pay shall be provided pursuant to the provisions of M.G.L. Chapter 41, Section 108L ("the Quinn Bill"). Such career incentive pay shall be paid to eligible employees in equal lump sum payments in the first payroll periods in December and June.

In the event that the Town or the Commonwealth revokes or repeals its acceptance of the Quinn Bill, employees with qualifying degrees as defined by M.G.L. Chapter 41, Section 108L shall receive from the Town the following police career incentive pay benefit:

- 5% of the annual base pay for an Associate's Degree
- 10% of the annual base pay for a Bachelor's Degree
- 12.5% of the annual base pay for a Master's Degree or above.

In the event that the Commonwealth reimburses the Town for less than 50% of the Town's actual Quinn Bill payments for any particular fiscal year, then the Town's actual Quinn Bill payments during the following fiscal year will be reduced by the difference between 50% of the previous year's Quinn Bill payments and the actual reimbursement received from the Commonwealth.

**ARTICLE 23
APPOINTMENTS AND PROMOTIONS**

SECTION 1

In regard to future appointments and promotions, the appointing authority shall first grant said appointments and promotions from within the Hanson Police Department, provided there is a list of qualified candidates.

SECTION 2

The Union will be consulted in establishing Departmental entrance and promotional criteria by the Chief of Police.

ARTICLE 24 MISCELLANEOUS

SECTION 1

No moneys shall be paid to Police Officers under this Agreement, and in particular, under Article 22 thereof, unless and until funds necessary to implement this Agreement have been appropriated.

SECTION 2

The Union and the Selectmen agree to actively support this Agreement before the Town Meeting. Should any provisions of this Agreement be held unlawful, all other provisions of this Agreement shall remain in force for the duration of this Agreement.

SECTION 3

Each Officer shall be given fifty (50) hours of training on an annual basis and comply with any State statute under the direction of the Chief of Police.

SECTION 4

Personnel records of employees for the Police Department shall be retained at the Police Station under the direction of the Chief of Police for Department use. The personnel records of employees shall not be released to any outside source without the written consent of the employee.

SECTION 5

The Town shall not use part-time Police Officers or Dispatchers to fill regular shifts until any vacancies have first been offered to bargaining unit members, except that the Town may continue to schedule a part-time dispatcher for a total of 2 shifts per week. Until June 30, 1992, in the event that a bargaining unit member is absent on sick leave or paid injury leave for more than two rotations, the Union will not be object to the use, after said two rotations, of part-time employees to fill said members shift until said member returns to duty.

ARTICLE 25 GOVERNING FACTORS

Definition of Governing Factors:

1. Chapter 31 of M.G.L. for Officers under Civil Service.
2. Any special laws governing the Hanson Police Department.
3. Any general law specifically relating to Police Departments for the Commonwealth of Massachusetts.
4. Article X of the By-Laws of the Town of Hanson.

**ARTICLE 26
DURATION**

This agreement shall take effect July 1, 2001 and shall continue in force to and including June 30, 2004.

In the event a new contract has not been signed by June 30, 2004, the terms of the current contract shall continue in force until a new agreement shall have been reached.

Agreed this 14th day of January, 2003

**HANSON POLICE RELIEF
ASSOCIATION**

TOWN OF HANSON

Dated: _____

Dated: _____