

XVIII SERVICE OUT OF RANK

- A-** The **Town** and the **Lieutenant** recognize that the **Lieutenant** will, in addition to his own duties and responsibilities, also assume the duties and responsibilities of The **Chief of Police** from time to time.
- B-** The **Town** agrees to compensate the **Lieutenant** for this added responsibility as follows:
- 1-** A stipend of \$2000.00 to be paid to the **Lieutenant** on the first pay date in August.
- C-** In the event that the Chief of Police is absent due to extended sick leave, retirement, dismissal, special leave or any other reason *(extended leave is defined for the purposes of this contract for a period exceeding (30) thirty days)*, the **Town** agrees that the **Lieutenant** will be paid at the Chief of Police's current rate of pay until he returns to duty.

Agreed to this ____ day of March 2003

For the Town of Hanson:

For the Lieutenant:

Selectman Catherine A. Kuchinski
(Chairman)

Richard W. Gredler
Lieutenant
Hanson Police

Selectman Robert J. Forte

Selectman Peter J. Jones

Selectman Stephanie A. McSweeney

XVI VACATION

- A-** The **Lieutenant** shall be allowed to have Twenty-eight (28) vacation days per fiscal year. Subject to the operating needs of the department, as determined by The **Chief of Police**, vacation leave may be split. The **Town** agrees to buy back, at straight time, any remaining days, upon written notice to the **Chief of Police** no later than April first (1ST).
- B-** The **Lieutenant** shall be entitled to carry over up to seven (7) vacation days per fiscal year.
- C-** The **Lieutenant** shall not lose his vacation pay if incapacitated because of injury or illness. In such cases, his vacation pay shall be transmitted to him or his estate with his last paycheck due in any calendar year.

XVII UNIFORMS

- A-** It is recognized that the **Lieutenant** may wear a regulation uniform or civilian attire on a daily basis. Attire will be determined by consultation with the **Chief of Police**.
- B-** The **Town** agrees that the **Lieutenant** shall be reimbursed for the purchase and/or maintenance of regulation uniforms or civilian attire as follows:
 - 1- **Clothing allowance.**
A \$525.00 payment to the **Lieutenant** to be made on the first pay date in December.
 - 2- **Cleaning allowance.**
A \$325.00 payment to the **Lieutenant** to be made on the first pay date in December.
- C-** The **Town** agrees to replace any personal property, equipment, or clothing worn by the **Lieutenant** covered by this agreement if lost, stolen, or damaged in the official performance of his duties. Such expense shall not be charged to the **Lieutenant's** clothing allowance.

XV PROFESSIONAL DEVELOPMENT

- A-** The **Town** of Hanson recognizes its obligation to the professional development of the **Lieutenant**. The **Town** agrees that the **Lieutenant** shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator.
- B-** The **Town** agrees that the **Lieutenant** may attend seminar(s), conferences and courses which will be beneficial to his employment with the **Town**, preferably relating to Criminal Justice or Management, mutually determined in advance by consultation with **The Chief of Police**.
- C-** The **Lieutenant** will be reimbursed by the **Town** for all proper expenses and fees incurred while attending said conferences, seminars and courses.
- D-** The **Town** agrees to pay for professional dues and subscriptions reasonably related to the professional growth, development, education and training of the **Lieutenant** approved in advance by **The Chief of Police**.
- E-** The **Town** shall pay for all expenses for the **Lieutenant** to attend the National Federal Bureau of Investigations Police Academy in Quantico, Virginia during the term of this agreement.
- F-** The **Town** recognizes that the **Lieutenant** must attend Supervisory In-Service training each year. In addition The **Town** recognizes that the **Lieutenant** must also satisfactorily pass firearms qualifications and first aid training as well. Therefore, The **Town** agrees that the **Lieutenant** shall receive a Training Stipend of \$450.00 each year in recognition of completion of such training. Said stipend to be paid in the last pay period in August.
- G-** The **Town** agrees to incentive pay in accordance with the provisions of M.G.L. c. 41 s. 108 L (Quinn Bill). The **Lieutenant** shall receive compensation upon completion of necessary courses and upon certification from The Board of higher Education. The **Lieutenant** shall be paid twice yearly: The first pay period in June and the first pay period in November.

B- On or before the completion of the tenth (10th) consecutive sick day in a given absence, The **Chief of Police** shall convene a Board of review. Said Board will consist of a member of **The Board of Selectmen** or their designated representative, The **Chief of Police** and the **Lieutenant's** designated representative. The Board of review shall conduct a hearing on the sick leave in question and by majority vote take action on any of the following recommendations:

- 1-** Extend the sick leave for a specified amount of time and conduct another hearing upon expiration of the time specified.
- 2-** Require the **Lieutenant** to produce a medical certificate and/or order their own examination of the **Lieutenant** by a recognized medical Doctor.
- 3-** Terminate the sick leave. If the **Lieutenant** 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 **Lieutenant's** employment.
- 5-** 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 that are set forth under **SECTION 2B, item number 2** of this article (Above) shall be followed.
- 6-** Abuse or falsification of any of the sick leave provision shall be cause for disciplinary action.

XIV BEREAVEMENT LEAVE

A- The **Lieutenant** shall be granted leave without loss of pay in the event of a death in his immediate family to include: Father, Mother, Brother, Sister, Wife, Child, Grandparents, In-Laws, and relatives within the **Lieutenant's** household. Such leave shall not normally exceed three (3) days. The **Lieutenant**, upon request, may designate the choice of the three (3) days generally consistent with funeral services but must use these days for reasonable purposes connected to the death which must, out of necessity, be conducted at another time.

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

C- In exceptional circumstances, The **Chief of Police** may approve bereavement leave for The **Lieutenant** to attend funerals of individuals not covered in **section A** (above)

X I PERSONAL LEAVE

- A-** The **Town** will provide the **Lieutenant** with up to two (2) personal days per fiscal year. The first personal day shall be taken at the **Lieutenant's** sole discretion. The taking of the second personal day will be subject to the approval of the **Chief of Police** and shall not be unreasonably withheld.

XII EXTRA PAID DETAILS

- A-** The **Lieutenant** will be allowed to work extra paid details subsequent to all Full Time Officers being offered the extra paid detail. Extra paid details will be compensated at time and one half (1.5) the **Lieutenant's** hourly rate.

XIII SICK LEAVE

SECTION 1: Sick leave shall be considered to be absence from duty without loss of pay or benefits for the following reasons:

- A-** **Lieutenant'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 Chapter 41 Section 111F of The Massachusetts General Laws or intentionally self-inflicted injury.
- B-** Medical, Dental or optical treatment required for the **Lieutenant** when such treatment cannot be accomplished on off-duty hours.
- C-** When serious illness of the **Lieutenant's** immediate family requires his personal attendance.
- D-** Work related injury of illness shall be compensated under the provisions of Chapter 41 Section 111F of the Massachusetts General Laws.

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 of Police**. All such leave shall be subject to The **Chief's** approval and shall not be unreasonably withheld.

VIII NO REDUCTION OF BENEFITS

- A-** The **Town** agrees that the **Town** shall not at any time during this contract reduce the Salary, Compensation, or any other benefits of The **Lieutenant**, except to the extent that such reduction is evenly applied “Across the board” for all employees of the **Town**.

IX MODIFICATION

- A-** No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties. Either party desiring to modify, amend or terminate this contract must notify the other party in writing no more than 180 days or less than 90 days prior to the anniversary date of the **Lieutenant's** effective date of hire as **Lieutenant**.
- B-** Whenever this agreement calls for a determination by, or vote or action of The Board of Selectmen, acting as the appointing authority, The Board of Selectmen shall make any such action or vote only in accordance with Chapter 39 section 23B of The Massachusetts General Laws.
- C-** This Contract shall remain in full force and effect while the parties negotiate a new agreement.

X HOLIDAY PAY

- A-** Holiday pay shall be paid to the **Lieutenant** for the following holidays:
- | | |
|-----------------------------------|---|
| 1. <u>Independence Day</u> | 7. <u>New Year's Day</u> |
| 2. <u>Labor Day</u> | 8. <u>Martin Luther King Day</u> |
| 3. <u>Columbus Day</u> | 9. <u>Washington's Birthday</u> |
| 4. <u>Veteran's Day</u> | 10. <u>Patriot's Day</u> |
| 5. <u>Thanksgiving Day</u> | 11. <u>Memorial Day</u> |
| 6. <u>Christmas Day</u> | |
- B-** The **Town** will pay the holidays to the **Lieutenant** in lump sum as follows: Holidays #1-5 will be paid in the first pay period in December. Holidays #6-11 will be paid in the first pay period in May. Holiday pay shall be an extra day's pay over and above his weekly salary at the **Lieutenant's** hourly rate.
- C-** The **Lieutenant** shall have the option of being paid for a holiday or receiving Compensatory Time off.

- D-** The **Lieutenant** may appeal any discipline or discharge upheld by the committee of arbitrators to the District Court (Wherein the **Lieutenant** resides) or to any Superior Court having jurisdiction; each of which shall have jurisdiction of any petition for a Writ of Mandamus for reinstatement of the **Lieutenant** if he alleges that he has been improperly suspended or discharged.
- E-** In the event that the suspension or discharge of the **Lieutenant**, if the committee of arbitrators or the District Court wherein the **Lieutenant** resides, or the Superior Court shall reverse a suspension or discharge and order that the **Lieutenant** be reinstated to duty; The **Lieutenant** shall be entitled to any and all "Back pay", benefits and fees of his Counsel.

VII COMPENSATION

- A-** The **Lieutenant** shall receive a salary of \$62,500.00 for the first year of the contract (March 10, 2003 THROUGH June 30, 2003). Effective Fiscal Year 2004 (July 1, 2003) the Lieutenant shall receive a 1% increase.

The salary increase for subsequent years will be negotiated annually based upon satisfactory job performance as determined by the Chief of Police. (See Section VII, paragraph B- below)

- B- ANNUAL REVIEW**
To this end, The **Chief of Police** and the **Lieutenant** shall meet annually for the purpose of reviewing the **Lieutenant's** performance of his duties and responsibilities. Utilizing the "Evaluation tool" adopted by the Board of Selectmen, the **Chief of Police** shall recommend an additional salary increase (if any), not to exceed an additional three percent (3%), to the **Board of Selectmen** by January 1st of each calendar year. Said additional salary percentage increase is subject to approval of the **Board of Selectmen**.

Results of said review, including deficiencies in any area(s) of performance, shall be reduced to writing and provided to the **Lieutenant**.

- C-** The **Town** agrees that the **Lieutenant** shall be allowed access to all available resources in order to correct any deficiencies in a timely manner, such as the ability to attend training and educational courses.

In recognition of the on the job exposure of the **Lieutenant** to members of the public who may have certain medical conditions, The **Town** of Hanson agrees that any condition or impairment of health caused by the contraction of Hepatitis or AIDS shall be presumed to have been a line of duty injury within the meaning of Chapter 41 section 111F of The Massachusetts General Laws, unless it can be absolutely shown that non-service connected risk factors or non-service incidents caused the disease(s).

C- HEALTH INSURANCE

The **Town** agrees that the **Lieutenant** shall be entitled to participate in group health insurance coverage to the same extent and on the same terms as uniformed members of the police department.

V DEATH DURING TERM OF EMPLOYMENT

- A-** If the death of the **Lieutenant** occurs during his term of employment, The **Town** shall pay to the **Lieutenant's** estate all of the compensation that would otherwise have been payable to the **Lieutenant** up to the date of the **Lieutenant's** death. This includes but is not limited to unused vacation days, holidays and personal days.

VI DISCIPLINE OR DISCHARGE

- A-** It is agreed that the **Lieutenant** can be disciplined or discharged only for just cause, upon proper notice and only after a hearing at which the **Lieutenant** shall have the right to be represented by his counsel.
- B-** The **Lieutenant** shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principle of progressive discipline will apply.
- C-** The **Lieutenant** may appeal any removal and suspension by the appointing authority, after such hearing, to a committee of Arbitrators consisting of three (3) persons. The three (3) persons shall be chosen as follows:
ONE by the **Town**, ONE by the **Lieutenant**, and ONE by the two so chosen, or if they cannot agree, then a THIRD selected by the American Arbitration Association who is experienced in Police Department matters.

A majority of the three (3) member committee shall be sufficient to uphold a removal or suspension or to reverse the removal or suspension decisions. Each party shall bear the costs of such arbitration.

- C-** The **Lieutenant** agrees to devote that amount of time and energy, which is reasonably necessary for the **Lieutenant** to faithfully perform the duties of **Lieutenant** under this agreement.
- D-** To that end, it is recognized that the **Lieutenant** may devote a great deal of time outside the normal office hours to police business. Therefore, the **Lieutenant** shall be allowed to make adjustments for time off. This adjustment is subject to approval of the **Chief of Police** so as not to adversely impact Department operations.

III INDEMNIFICATION

- A-** 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 or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the **Lieutenant's** duties (irrespective of whether the Lieutenant is on duty or off) to a maximum of \$1 million dollars, provided that such indemnification shall not apply to civil rights violations resulting from grossly negligent, willful or malicious conduct as determined by a court of competent jurisdiction.
- B-** In the event that charges are brought by any person or persons against the **Lieutenant**, whether public or private in nature, the **Town** will provide Town Counsel or an Attorney chosen at the sole discretion of the Lieutenant, to provide legal services in his defense. The Town will reimburse the **Lieutenant** for attorney's fees not to exceed the hourly rate, which Town Counsel charges the **Town**.

IV INSURANCE

- A- *PROFESSIONAL LIABILITY***
The **Town** agrees to furnish at its expense, Professional liability insurance for the **Lieutenant** with liability limits of One Million dollars (\$1,000,000.00).
- B- *INJURED ON DUTY***
As a sworn Police Officer, The **Lieutenant** shall be entitled to "injured on duty" benefits provided in Chapter 41 Section 111F of The Massachusetts General Laws.

I- GENERAL PROVISIONS

Whereas, **The Town of Hanson**, acting by its Board of Selectmen, acknowledges that Richard W. Gredler has been duly appointed and qualified as **Lieutenant** of the Hanson Police Department and

Whereas, The **Town** is desirous of securing the service of the **Lieutenant** in the administration of the Police Department and

Whereas, The **Lieutenant** is willing to perform the duties of the position of **Lieutenant** according to the terms and conditions set forth in this agreement and

Whereas, The **Town** hereby does recognize voluntarily, pursuant to the applicable regulations of the Massachusetts Labor Relations Commission, the position of **Lieutenant** as a supervisory bargaining unit, separate and distinct from all other units in the Police Department.

Now therefore, it is hereby agreed that the following terms and conditions shall govern the salary and fringe benefits payable under this agreement to which said **Lieutenant** shall be entitled as **Lieutenant** of the Hanson Police Department. The following terms and conditions are agreed and incorporated as an agreement considered a Massachusetts contract and shall be governed by and construed under the Laws of the Commonwealth of Massachusetts for the period beginning *MARCH 10, 2003 until JUNE 30, 2006*.

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 effected thereby.

II HOURS OF WORK

- A-** The **Lieutenant** shall work a forty (40) hour workweek, with the schedule being approved by the **Chief of Police**. The workweek shall be defined as Sunday at 0000 hours through Saturday at 2359 hours. It is recognized that the **Lieutenant** will be available for duty in cases of emergency. To this end, a cellular phone and pager will be provided for the **Lieutenant's** use at the **Town's** expense.
- B-** Due to the need for the **Lieutenant** to be on call on a twenty-four (24) hour call status, he shall be assigned by the Chief of Police an unmarked police department vehicle, as available, to be used at his own discretion. If the safety condition of this vehicle falls below normally accepted limits at any time, the **Lieutenant** shall immediately receive a cruiser that meets normal safety standards.

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***AGREEMENT BETWEEN LIEUTENANT RICHARD W. GREDLER
AND THE TOWN OF HANSON***

Effective dates: MARCH 10, 2003 through JUNE 30, 2006.