

***AGREEMENT BETWEEN
EDWARD F. SAVAGE III , CHIEF OF POLICE
AND THE TOWN OF HANSON.***

Effective dates: July 1, 2005 Through June 30, 2010.

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I. GENERAL PROVISIONS

Whereas, The Town of Hanson, acting by its Board of Selectmen, acknowledges that Edward F. Savage III has been duly appointed and qualified as Chief of the Hanson Police Department and

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

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

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 Chief of Police shall be entitled as Chief 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 July 1, 2005 until June 30, 2010.

The **Chief of Police** may terminate this agreement by providing written notice to the **Board of Selectmen** at least three (3) months in advance of the date of termination.

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.

II. HOURS OF WORK

- A. The **Chief of Police** shall generally work a forty (40) hour workweek. It is recognized that the **Chief of Police** will be available for duty in cases of emergency. To this end, a cellular phone and pager will be provided for the **Chief's** use at the **Town's** expense.
- B. The Town shall provide a police vehicle for use by the Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of his duties as Chief of Police and for his professional growth and development. It may be used by the Chief for personal reasons, since the Chief is "on-call" in the event of emergency.
- C. The **Chief** agrees to devote that amount of time and energy, which is reasonably necessary for the **Chief** to faithfully perform the duties of **Chief of Police** under this agreement.
- D. To that end, it is recognized that the **Chief of Police** may devote a great deal of time outside the normal office hours to police business. Therefore, the **Chief** shall be allowed to make adjustments in his schedule for time off so as not to adversely impact Department operations.

III. DUTIES

The control of the police department shall remain with the Chief of Police as defined under MGL Ch. 41 S 97A. His duties shall include but not be limited to the following:

- A. The Chief shall supervise the daily operation of the Hanson police department. The Chief shall supervise all department personnel.
- B. The **Chief** shall prepare the proposals for the police department budget, which are submitted to the Executive Secretary, Finance Committee and The Board of Selectmen.
- C. The **Chief** shall give oral and/or written reports to the Executive Secretary and/or Board of Selectmen when requested or required in order to ensure that proper communication exists between the Board of Selectmen and the police department.
- D. The **Chief** shall be responsible for all departmental expenditures, disbursements, and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the Bylaws of the Town of Hanson.
- E. The **Chief** shall oversee and be responsible for all equipment, vehicles and non-expendable items assigned to the police department.
- F. The **Chief** shall establish uniform specifications for the police department.
- G. The **Chief** shall establish weapons and ammunition specifications for the police department. The officers of the police department shall carry only those weapons and ammunition as authorized by the **Chief of Police**.
- H. The **Chief** shall be in charge of all auxiliary and reserve officers within the police department.
- I. The **Chief** shall be responsible for all training programs for department personnel.
- J. The **Chief** shall be responsible for and have authority to maintain the discipline of department personnel and to assign shifts and duties of all department personnel.

INDEMNIFICATION

- K. The **Town** agrees that the **Town** shall defend, save harmless and indemnify the **Chief of Police** 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 **Chief's** duties (irrespective of whether the Chief of Police 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.

- L. In the event that charges are brought by any person or persons against the **Chief of Police**, whether public or private, civil or criminal in nature, the **Town** will provide Town Counsel or an attorney chosen at the sole discretion of the **Chief**, to provide legal services in his defense. The **Chief's** selection of counsel is subject to such representation being permissible under the terms of the **Town's** insurance policies. These charges may arise out of an incident(s) or action(s) reasonably related to the performance, official duty or authority of the **Chief of Police** or his subordinates. Payment of attorney's fees shall not 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 **Chief of Police** with liability limits of One Million dollars (\$1,000,000.00).

B. INJURED ON DUTY

As a sworn Police Officer, The **Chief of Police** shall be entitled to "injured on duty" benefits provided in Chapter 41 Section 111F of The Massachusetts General Laws.

In recognition of the on the job exposure of the **Chief of Police** to members of the public who may have certain medical conditions, 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 **Chief of Police** 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

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

VI. DISCIPLINE OR DISCHARGE

- A. During the term of this agreement it is agreed that the **Chief of Police** can be disciplined or discharged only for just cause, upon proper notice and only after a hearing at which the **Chief** shall have the right to be represented by his counsel at his own expense. Before any such disciplinary hearing shall begin, the **Chief** shall be given advance notice thereof, together with a written statement of the charge or charges or other basis of the actions
- B. During the term of this agreement the **Chief** 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. During the term of this agreement the **Chief** may appeal any removal and suspension by the appointing authority, after such hearing, to the District Court of competent jurisdiction or 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 **Chief**, 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 equally the costs of such arbitration.

- D. During the term of this agreement in the event that the suspension or discharge of the **Chief**, if the committee of arbitrators or the District Court, or the Superior Court shall reverse a suspension or discharge and order that the **Chief** be reinstated to duty; The **Chief** shall be entitled to any and all "back pay", benefits and fees of his Counsel.

VII. COMPENSATION

- A. The **Chief of Police** shall receive a salary of \$82,751.00 for the first year of the contract (ending June 30, 2006).

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

B. ANNUAL REVIEW

To this end, The **Chief of Police** and the **Board of Selectmen** shall meet annually for the purpose of reviewing the **Chief's** performance of his duties and responsibilities.

Results of said review, including deficiencies in any area(s) of performance or additional salary increase (if the **Board of Selectmen** determines applicable and warranted) shall be reduced to writing and provided to the **Chief** at said review.

Said performance review shall be conducted utilizing a Performance Review Evaluation Tool as may be adopted and/or revised by the **Board of Selectmen** for all Town Department Heads under the supervision of the **Board of Selectmen**.

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

VIII. NO REDUCTION OF BENEFITS

The **Town** agrees that the **Town** shall not at any time during this contract reduce the Salary, Compensation, or any other benefits of The **Chief**, 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 or amend this contract must notify the other party in writing.
- 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 will remain in full force and effect while the parties negotiate a new agreement.

X. HOLIDAY PAY

A. Holiday pay shall be paid to the **Chief** 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 **Chief** 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 **Chief's** hourly rate.

C. The **Chief** shall have the option of being paid for a holiday or receiving compensatory time off.

XI. PERSONAL LEAVE

The **Town** will provide the **Chief** three (3) personal days per fiscal year.

XII. SICK LEAVE

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

- a) Chief'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 **Chief** when such treatment cannot be accomplished on off-duty hours.
- c) When serious illness of the **Chief'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**.

b) On the completion of the tenth (10th) consecutive sick day in a given absence, **The Board of Selectmen** may convene a *Board of Review*. Said Board will consist of a member of **The Board of Selectmen** or their designated representative, a designated representative of the **Chief of Police**, chosen by him, and the **Executive Secretary**. 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 **Chief** to produce a medical certificate and/or order their own examination of the **Chief** by a recognized medical Doctor at the Town's expense.
3. Terminate the sick leave. If the **Chief** 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 **Chief's** employment.
5. No sick leave shall be refused for an obvious personal injury or illness or for 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, including termination.

XIII. BEREAVEMENT LEAVE

A. The **Chief** 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 **Chief's** household. Such leave shall not normally exceed three (3) days. The **Chief**, 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 **Chief** is on vacation, bereavement leave shall not be considered as part of vacation time.

XIV. PROFESSIONAL DEVELOPMENT

- A. The **Town** of Hanson recognizes its obligation to the professional development of the **Chief of Police**. The **Town** agrees that the **Chief** shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator.
- B. The **Town** agrees that the **Chief** may attend seminar(s), conferences and courses, which in his judgment will be beneficial to his employment with the **Town**, preferably relating to Criminal Justice or Management.
- C. The **Chief** 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, subscriptions and fees reasonably related to the professional growth, development, education and training of the **Chief of Police**. The **Chief** shall be allowed membership in the following professional Police Chiefs organizations: *The Massachusetts Police Chiefs Association, The New England Chiefs of Police Association, The International Association of Chiefs of Police, The South Eastern Massachusetts Police Chiefs Association, The Law Enforcement Executive Development Association* and such other professional organizations deemed necessary and appropriate as agreed upon by the **Chief** and **The Board of Selectmen**.
- E. The **Town** shall pay for all expenses including travel expenses for the **Chief** to attend the Federal Bureau of Investigations National Police Academy in Quantico, Virginia during the term of this agreement should a vacancy in said Academy become available.
- F. The **Town** recognizes that the **Chief** must attend *Executive In-Service Training* each year. In addition, The **Town** recognizes that the **Chief** must also satisfactorily pass firearms qualifications and first aid training as well. Therefore, The **Town** agrees that the **Chief** 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 **Chief** shall receive compensation upon completion of necessary courses and upon certification from The Board of Higher Education. The **Chief** shall be paid twice yearly: The second pay period in June and the second pay period in December.

XV. VACATION

- A. The **Chief** shall be credited with **23** years of service and shall be granted the same number of vacation days as a member of the police officers' bargaining unit receives for over 20 years of service. Said vacation shall not be reduced below 28 days.

- B. The **Chief** shall be entitled to carry over up to seven (7) vacation days per fiscal year provided that such vacation carry over will not be carried over into any then subsequent fiscal year. The **Town** agrees to buy back up to seven (7) accumulated vacation days per fiscal year upon the **Chief's** written notice to the **Board of Selectmen** prior to April 1 of each year.
- C. The **Chief** 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.
- D. The **Chief** shall provide **The Board of Selectmen's** office of any intent to use vacation time in writing.
- E. The **Chief** shall designate *an officer in charge* of the department during such leave.
- F. The **Chief** shall be paid a lump sum for any unused vacation he has to his credit at the time of termination of his employment under this agreement.

XVI. UNIFORMS

- A. It is recognized that the **Chief** may wear regulation uniform or civilian attire on a daily basis at his discretion.
- B. The **Town** agrees that the **Chief** 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 **Chief** to be made on the first pay date in December.
 - 2. Cleaning allowance.
A \$325.00 payment to the **Chief** to be made on the first pay date in December.

Amounts provided above to increase ratably with clothing and cleaning allowances as are received by regularly assigned full-time officers of the police department.
- C. The **Town** agrees to replace any personal property, equipment, or clothing worn by the **Chief** covered by this agreement if lost, stolen, or damaged in the official performance of his duties. Such expense shall not be charged to the **Chief's** clothing allowance.

XVII. Signed Agreement Page

Agreed to this ___th day of June 2005

For the Town of Hanson:

For the Chief:

Mark E. Gallivan
Selectman (Chairman)

Edward F. Savage III
Chief of Police

Jesse McSweeney
Selectman

Rebecca Coletta
Selectman

James Egan
Selectman

Christopher Colclough
Selectman