

**EMPLOYMENT AGREEMENT**  
**BETWEEN**  
**DEPUTY CHIEF MICHAEL D. CASEY**  
**AND**  
**THE TOWN OF HANSON, MA**

The following terms and conditions shall set forth the agreement between the Board of Selectmen for the Town of Hanson ("Board or "Town") and Michael D. Casey ("Deputy Chief" or "Casey") under which Casey will serve as Deputy Chief in the Hanson Police Department.

**I. TERM OF CONTRACT AND TERMINATION**

A. Subject to funding as indicated below, the term of this Agreement shall be July 1, 2022 through June 30, 2024. The benefits in this Agreement are based on a fiscal year and will be pro-rated accordingly.

B. Provided Casey notifies the Board in writing between April 1 and May 31, 2023 of his interest in continuing to serve as Deputy Chief beyond June 30, 2024 and advised the Board of its obligation to respond no later than June 30, 2023, the Board will advise the Deputy Chief in writing no later than June 30, 2023 whether it is interested in having him continue as Deputy Chief after June 30, 2024 subject to the parties agreeing on the terms of successor Agreement.

C. If, by mutual agreement between the parties, Casey continues in office after the expiration of the term of this Agreement, his employment in the position shall continue to be governed by the terms of this Agreement, including his salary and benefits, subject to funding as indicated below.

D. It is expressly understood that a decision not to renew this Agreement shall not be construed as a dismissal or require a hearing. If the parties elect not to renew this Agreement, this Agreement shall automatically terminate.

E. The Deputy Chief shall provide 60 days' written notice of his intent to resign or retire from employment with the Town. Upon the effective date of resignation, this Agreement shall automatically terminate.

F. This Agreement shall automatically terminate upon removal subject to the terms as set forth in Article VII below.

**II. HOURS OF WORK• CELLPHONE AND VEHICLE**

A. The Deputy Chief shall be a salaried employee of the Town and as such shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 29 U.S.C., Section 201, *et seq.*

B. The regular work week for the Deputy Chief shall be forty (40) hours, with the schedule determined by the Chief. The Deputy Chief will be available for duty in cases of emergency. To this end, a cellular phone will be provided for the Deputy Chief's use at the Town's expense.

C. In the discretion of the Chief, due to the need for the Deputy Chief to be available for duty in cases of emergency, the Deputy Chief shall be assigned a Police Department vehicle, as available, and allowed reasonable personal use of the vehicle within Massachusetts. The vehicle shall not be used while the Deputy Chief is on vacation.

D. The Deputy Chief agrees to devote that amount of time and energy, which is reasonably necessary for the Deputy Chief to faithfully perform the duties of Deputy Chief under this Agreement. To that end, it is recognized that the Deputy Chief may be called upon from time to time to devote a great deal of time outside the normal office hours to police business. When that occurs, the Deputy Chief, with notice to and approval of the Chief, will be allowed compensatory time, so as not to adversely impact Department operations.

E. Provided it does not conflict with his regular duties, the Deputy Chief will be allowed to work outside Police details after all members of the police bargaining unit qualified to work the detail are first offered the opportunity to work. Outside details shall be defined as extra duty paid by an outside individual, group, organization, or municipal department. The Deputy Chief's detail rate will be the Deputy Chief's overtime rate - annual salary divided by 52 divided by 40 x 1.5 - for all detail work performed.

### **III. DUTIES**

The duties of the Deputy Chief shall be determined by the Chief. In the discretion of the Chief and/or the Board of Selectmen, the Deputy Chief may also be called upon from time to time to serve as acting Chief of the Department. The Deputy Chief shall perform all of the aforesaid duties and functions in a timely, competent, and professional manner.

### **IV. INDEMNIFICATION**

Pursuant to M.G.L. c. 258, § 9, the Town shall defend, save harmless and indemnify the Deputy Chief 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 Deputy Chief's duties (irrespective of whether the Deputy Chief is on duty or off) to a maximum of One Million Dollars (\$1,000,000.00), provided that such indemnification shall not apply to civil rights violations resulting from grossly negligent, willful or malicious conduct. This section shall survive the termination of this Agreement and/or removal of the Deputy Chief as to Deputy Chief's acts or omissions that occurred during his tenure as Deputy Chief.

## **V. INSURANCE**

### **A. PROFESSIONAL LIABILITY**

The Town agrees to furnish at its expense, Professional Liability Insurance for the Deputy Chief with liability limits of One Million Dollars (\$1,000,000.00).

### **B. INJURED ON DUTY**

As a sworn Police Officer, the Deputy Chief 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 Deputy Chief 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 shown that nonservice connected risk factors or non-service incidents caused the disease(s).

### **C. HEALTH INSURANCE**

The Town agrees that the Deputy Chief shall be entitled to participate in group health insurance coverage to the same extent and on the same terms as other employees.

## **VI. DEATH DURING TERM OF EMPLOYMENT**

If the death of the Deputy Chief occurs during his term of employment, the Town shall pay to the Deputy Chief's estate all of the compensation that would otherwise have been payable to the Deputy Chief up to the date of the Deputy Chief's death. This includes unused vacation days, holidays, personal days and compensatory time. Upon such payment, this Agreement shall terminate.

## **VII. DISCIPLINE OR DISCHARGE•REMOVAL**

A. Both during and after the term of this Agreement, the Board can decide to suspend or remove without pay and/or not reappoint Casey for just cause in accordance with M.G.L. c. 41, §§ 97A and 133 and the procedures set forth in this article. The principles of progressive discipline shall apply to a removal for disciplinary reasons. This provision shall not affect the Board's right to place Casey on paid administrative leave or to suspend or remove him without pay because he fails to meet a condition of his employment as Deputy Chief.

B. Casey will receive proper notice and a disciplinary hearing before the Board of Selectmen at which he shall have the right to be represented by his counsel at his own expense. Not less than seven (7) days' prior to the hearing, the Deputy Chief shall be given notice thereof, together with a written statement of the charge or charges or other basis of the actions. The hearing will be in open session if either the Board or the Deputy Chief so determine. The Board will notify the Deputy Chief of its position on an open or closed session in the notice of charges. The Deputy Chief will notify the Board of his position, in writing, at least 72 hours prior to the hearing. All time periods described in this section shall be exclusive of Saturdays, Sundays and holidays. Any such suspension or removal shall suspend or terminate any applicable terms of this Agreement.

C. The Deputy Chief shall be notified in writing of the decision of the Board within 30 (thirty) calendar days after the close of the hearing. Within 30 (thirty) calendar days after the date that the decision is issued, the Deputy Chief may appeal any suspension or removal by the Appointing Authority by written notice to the Board. The dispute will be resolved in arbitration, with the Arbitrator selected under the rules of the American Arbitration Association or otherwise mutually selected by the parties. The decision of the Arbitrator shall be final and binding upon the parties, subject to either party's right to a review under M.G.L. c. 150C. All costs of such Arbitration shall be equally borne between the Deputy Chief and the Town. Each party shall be responsible for its own attorney's fees.

**VIII. COMPENSATION**

A. Unless expressly provided for in another section of this Agreement, the salary payment set forth in the salary schedule below encompasses the total compensation due the Deputy Police Chief from the Town, including without limitation educational incentive payments under M.G.L. c. 41, § 108L, training stipend and payment for serving as acting Chief when called upon to do so under the provisions of this Agreement.

**Salary Schedule**

<b>Effective Date</b>	<b>Increase</b>	<b>Annual Salary</b>
July 1, 2021-June 30, 2022	-	\$131,000.00
July 1, 2022-June 30, 2023	2%	\$133,620.00
July 1, 2023-June 30, 2024	2%	\$136,292.40

B. Said Salary, less lawful deductions, will be paid at such intervals as the Town pays other ranking Police Department employees.

C. It is agreed that Salary shall be pro-rated upon separation from service.

**IX. ANNUAL PERFORMANCE REVIEW**

The Chief of Police shall meet annually with the Deputy Chief for the purpose of reviewing the Deputy Chief's performance of his duties and responsibilities. Results of said review, including deficiencies in any area(s) of performance shall be reduced to writing and provided to the Deputy Chief by the Chief, with a copy to the Town Administrator and the Board of Selectmen. The failure to do an annual performance evaluation shall not in any way diminish the Board's rights under this Agreement.

**X. HOLIDAY PAY**

A. In addition to the compensation set forth in Article VIII, holiday pay shall be paid to the Deputy Chief for the following holidays:

- |                           |                           |
|---------------------------|---------------------------|
| 1. Independence Day       | 8. New Year's Day         |
| 2. Labor Day              | 9. Martin Luther King Day |
| 3. Columbus Day           | 10. Washington's Birthday |
| 4. Veteran's Day          | 11. Patriot's Day         |
| 5. Thanksgiving Day       | 12. Memorial Day          |
| 6. Day after Thanksgiving | 13. Juneteenth            |
| 7. Christmas Day          |                           |

B. The Town will pay the holidays to the Deputy Chief in lump sum as follows:

Holidays # 1-5 will be paid in the first pay period in December. Holidays #6-12 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 Deputy Chief's hourly rate. (The hourly rate is based on annual salary in Article VIII divided by 52, divided by 5).

C. With advance notice to and approval of the Chief, the Deputy Chief shall have the option of receiving compensatory time off in lieu of pay for a holiday(s).

D. The holiday compensation set forth in this section will serve to compensate the Deputy Chief for any and all holiday pay to which he might be entitled, including for performing any duty on all or part of any holiday.

**XI. PERSONAL LEAVE**

The Town will provide the Deputy Chief with three (3) personal days per fiscal year. The first personal day may be taken at the Deputy Chief's discretion. The second and third personal days shall be subject to the approval of the Chief, which shall not be unreasonably withheld.

**XII. EXTRA PAID DETAILS AND SHIFT COVERAGE**

Provided it does not conflict with his regular duties, the Deputy Chief of Police will be allowed to work outside Police details after all members of the police bargaining unit qualified to work the detail are first offered the opportunity to work. Outside details shall be defined as extra duty paid by an outside individual, group, organization, or municipal department. The Deputy Chief of Police's detail rate will be the Deputy Chief of Police's overtime rate - annual salary divided by 52 divided by 40 x 1.5 - for all detail work performed.

Provided it does not violate the collective bargaining agreement, the Deputy Chief may fill an open shift if (1) a shift cannot be voluntarily filled by a full time member despite being offered to the entire membership on a fair and equitable basis, and (2) said shift would result in the filling of the shift from the "Forced In List" or as a forced holdover. If this occurs, the Deputy Chief shall be paid at his overtime rate - annual salary divided by 52 divided by 40 x 1.5.

### **XIII. SICK LEAVE**

Notwithstanding this Sick Leave provision, the parties agree to continue discussions, at either party's initiative, to change the terms of the provision, including providing for a different method of accruing sick leave and, if agreement is reached, to amend the Agreement accordingly.

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

1. The Deputy Chief's non job-related illness or injury that incapacitates him from performing his duties except if it is intentionally inflicted.
2. Medical, dental or optical treatment required for the Deputy Chief when such treatment cannot be arranged during off-duty hours.
3. Serious illness of the Deputy Chief's immediate family that requires his personal attendance.

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

1. 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, which shall not be unreasonably withheld.
2. On the completion of the tenth (10<sup>th</sup>) consecutive sick day in a given absence, the Chief shall convene a Board of Review. Said Board will consist of a member of the Board of Selectmen or their designated representative, the Chief, a designated representative of the Deputy Chief's choice and the Town Administrator. The Board of Review shall conduct a hearing on the sick leave in question and by majority vote take action that includes, but is not limited to, the following:
  - i. Extend the sick leave for a specified amount of time and conduct another hearing upon expiration of the time specified.
  - ii. Require the Deputy Chief to produce a medical certificate and/or order their own examination of the Deputy Chief by a designated medical Doctor at the Town's expense.

iii. Terminate the sick leave. If the Deputy Chief subsequently remains absent from employment, it will be without pay and the Board of Review may recommend disciplinary action to follow.

iv. Make a recommendation that steps be taken to terminate the Deputy Chief's employment.

v. No sick leave shall be refused for an obvious personal injury or illness or for a situation requiring non-elective surgery.

vi. Abuse or falsification of any sick leave shall be cause for disciplinary action, including termination.

**XIV. BEREAVEMENT LEAVE**

A. The Deputy 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 Deputy Chief's household. Such leave shall not normally exceed three (3) days. The Deputy 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 Deputy Chief is on vacation, bereavement leave shall not be charged to vacation time.

C. In exceptional circumstances, the Chief may approve bereavement leave for the Deputy Chief to attend funerals of individuals not covered in section A of this article.

**XV. PROFESSIONAL DEVELOPMENT**

A. The Town of Hanson recognizes its obligation to help advance the professional development of the Deputy Chief. The Town agrees that the Deputy Chief shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator. Any or all of the opportunities, including those set forth below, are subject to the Town's approval and ability to pay, which shall be determined by the Chief, in consultation with the Town Administrator.

B. The Town agrees that the Deputy 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 Deputy 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 Deputy Chief.

**XVI. VACATION**

A. Casey shall receive twenty-eight (28) vacation days during each year of the Agreement.

B. The scheduling of vacation time is subject to the approval of the Chief.

C. With the Chiefs approval, the Deputy Chief may carryover up to five (5) vacation days per year, provided that such vacation carry over will not be carried over into any then subsequent fiscal year.

D. The Deputy Chief shall not lose vacation days if incapacitated because of injury or illness.

E. The Deputy Chief shall be paid a lump sum for any unused vacation he has at the time of termination of his employment.

F. Upon written notice to and approval of the Chief of Police, the Town agrees to buy back up to five (5) accumulated vacation days per fiscal year at the Deputy Chief's daily rate (annual salary in Article VIII divided by 52, divided by 5).

**XVII. UNIFORMS**

The Chief will determine the attire of the Deputy Chief, including whether he should be in a regular uniform or civilian clothes.

The Deputy Chief will be provided with a clothing/cleaning allowance payment of \$1,675 (one thousand and six hundred and seventy five dollars) in each year of the Agreement.

The Town agrees to replace any personal property, equipment or clothing worn by the Deputy Chief if lost, stolen or damaged in the performance of his official duties, without charging it to his clothing/cleaning allowance.

**XVIII. NO REDUCTION OF BENEFITS**

Except if such reduction is the result of the Town exercising its rights under other provisions of this Agreement, the Town shall not, at any time during the term of this Agreement contract, reduce the Salary, Compensation, or any other benefits of the Deputy Chief, except to the extent that such reduction is evenly applied "across the board" for all Department Heads of the Town and/or Town Meeting does not appropriate sufficient funds in each year of the Agreement to fund the Agreement.

**XIX. RESIDENCY**

The Deputy Chief shall be required to maintain a permanent residence within the fifteen (15) mile requirement under M.G.L. c. 41, § 99A.



**XX. SEPARATE FUNDING REOUIREMENT BEYOND FISCAL YEAR 2019**

The economic terms of this Agreement are funded for Fiscal Year 2022. The Contract is only binding on the Town beyond Fiscal Year 2022 if Town Meeting appropriates the funding for it in each subsequent fiscal year. The monetary items called for by this Agreement are subject to appropriation by Town Meeting.

**XXI. MISCELLANEOUS**

A. No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

B. This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

C. If any clause or provision of this contract shall be determined to be illegal, unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

D. This agreement shall be binding and inure to the benefit of the heirs and permitted assigns of the respective parties.

E. This writing constitutes the complete agreement of the parties as of the date of execution, and supersedes any prior agreements.

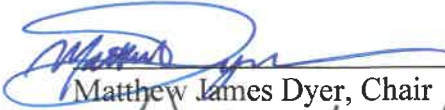
F. Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing, sent by first class mail to the Police Deputy Chief's last known address or to the Town's principal office in Town Hall, with a copy to Town Counsel.

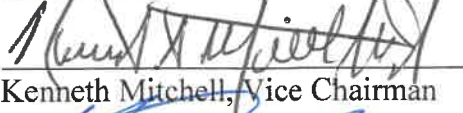
G. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

H. This Agreement shall be executed in duplicate to take effect as a sealed instrument, and each copy there of shall be deemed an original.

I. This Employment Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Employment Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this \_\_\_\_\_ day of August, 2021.

  
Matthew James Dyer, Chair

  
Kenneth Mitchell, Vice Chairman

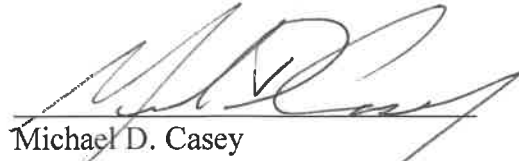
  
Joseph Weeks, Clerk

  
James Hickey

  
Laura Fitzgerald-Kemmett

BOARD OF SELECTMEN  
HANSON, MASSACHUSETTS

August \_\_\_\_\_, 2021  
Date

  
Michael D. Casey

August \_\_\_\_\_, 2021  
Date