

EMPLOYMENT AGREEMENT BETWEEN  
MICHAEL MIKSCH  
AND THE TOWN OF HANSON, MA

I. GENERAL PROVISIONS

Whereas, The Town of Hanson, acting by its Board of Selectmen, acknowledges that Michael Miksch has been duly appointed and qualified as Chief of the Hanson Police Department (“Chief”) 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.

II. TERM OF CONTRACT AND TERMINATION

This Agreement shall be for an initial term commencing July 1, 2022, and ending on

June 30, 2025, subject, however, to prior termination as hereinafter provided. The benefits in this Agreement are based on a fiscal year and will be pro-rated for partial fiscal years.

There shall be one (1) automatic one-year extension of the Agreement (July 1, 2025 through June 30, 2026) under the following conditions:

- A. Between April 1 and May 31, 2024, the Chief notifies the Town in writing that the June 30, 2025 automatic one-year extension date for the Agreement is approaching.
- B. The Board fails to notify the Chief in writing by June 30, 2024 of its intention not to automatically extend the agreement at the end of its term. ("no automatic extension"). The Board's notice may include a statement of the Board's willingness to attempt to negotiate a successor agreement without negating the notice of no automatic extension. Likewise, any subsequent negotiations shall not negate the notice of no automatic extension. A notice by the Board that it does not want to negotiate, or continue to negotiate, a successor Agreement shall not constitute discipline under any of the other provisions of this Agreement.
- C. If, by mutual agreement between the parties, the Chief continues in office after the expiration of the initial term of the Agreement and/or the one-year automatic extension and there is no successor Agreement, the Chiefs employment shall continue to be governed by the terms of this Agreement, including his salary and benefits.

### III. HOURS OF WORK CELLPHONE AND VEHICLE

- A. The regular work week for the Chief of Police shall be forty (40) hours. It is recognized that the Chief of Police will be available for duty in cases of emergency. To this end, a cellular phone will be provided for the Chiefs 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. If that occurs, the Chief shall be allowed to make adjustments in his schedule for time off so as not to adversely impact Department operations.
- E. The Board agrees that the Chief can engage in outside employment not pertaining to the affairs of the Town that does not compromise in any manner his ability to fully meet his obligations under this Employment Agreement. The Chief may accept private detail work outside of the Town of Hanson and outside his normal work schedule provided it does not derogate from his duties as Police Chief and is not contrary to the best interests of the Town of Hanson. The Chief will provide advance notice to the Chair of the Board of Selectmen and/or the Town Administrator of all such activities under this paragraph.

### IV. DUTIES

The control of the police department shall remain with the Chief of Police as defined under M.G.L. Ch. 41, § 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 Town Administrator, Finance Committee and The Board of Selectmen.
- C. The Chief shall give oral and / or written reports to the Town Administrator 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 nonexpendable 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 assign shifts and duties of all department personnel.
- K. In consultation with the Town Administrator and Board of Selectmen and in recognition of their shared responsibility and authority, the Chief shall be responsible to maintain the discipline and good order of department personnel. In doing so, the Chief shall notify and consult with the Town Administrator when any officer engages in any conduct that might warrant discipline, including a written reprimand, suspension and discharge. The Chief recognizes that, pursuant to M.G.L. c. 41, 97A, the Board of Selectmen makes the final decision on suspensions and discharges.
- L. In consultation with the Town Administrator and in recognition of the shared responsibility and authority, the Chief shall administer and enforce any collective bargaining agreement, contract, personnel policies or by-laws applicable to any Police Department personnel, including bringing to the attention of the Town Administrator any issues arising thereunder. The Chief recognizes that the Town Administrator serves as the Town's chief union negotiator and makes the final decision on grievances. To the extent requested and authorized by the Town Administrator, the Chief will assist in collective bargaining matters, including negotiations.

V. INDEMNIFICATION

Pursuant to M.G.L. c. 258, § 9, 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 Chiefs 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 This section shall survive the termination of this Agreement or removal of the Chief for the Chiefs acts or omissions that occurred during his tenure as Chief.

VI. 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)

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 11 IF 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 11 IF of the Massachusetts General Laws, unless it can be absolutely shown that nonservice 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 other Department Heads.

#### VII. 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 Chiefs estate all of the compensation that would otherwise have been payable to the Chief up to the date of the Chiefs death. This includes but is not limited to unused vacation days, holidays, personal days and compensatory time.

#### VIII. DISCIPLINE OR DISCHARGE REMOVAL

- A. During the term of this agreement, it is agreed that the Chief of Police can be suspended or removed 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.
- B. The Chief will receive proper notice and a hearing before the Board of Selectmen at which the Chief 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 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 Chief so determines. The Board will notify the Chief of its position on an open or closed session in the notice of charges. The 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 Contract.
- C. The Chief shall be notified in writing of the decision of the Board within thirty days after the close of the hearing. Within 30 calendar days after the date that the decision is issued, the 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 Chief and the Town. Each party shall be responsible for its own attorney's fees.

#### IX. COMPENSATION

The Town agrees to pay the Chief of Police an annual salary of \$170,033.27 (one hundred and seventy thousand two hundred thirty-three dollars and 27 cents) for fiscal year 2023. The salary for fiscal year 2024 shall be \$173859.03 (one hundred seventy-three thousand eight hundred fifty-nine dollars and 3 cents). The salary for fiscal year 2025 shall be \$177,366.21 (one hundred seventy-seven thousand three hundred sixty-six dollars and 21 cents)

Unless expressly provided for in another section of this Agreement, the salary payment encompasses any and all compensation due the Chief from the Town, including without limitation educational incentive payments under M.G.L. c. 41, § 108L. His salary shall be paid in installments on the same schedule as other Town employees.

#### X. ANNUAL PERFORMANCE REVIEW

The Chief of Police and the Town Administrator shall meet annually for the purpose of reviewing the Chiefs performance of his duties and responsibilities. Results of said review, including deficiencies in any area(s) of performance and any salary increase, if granted, shall be reduced to writing and provided to the Chief during said review.

Said performance review shall be conducted utilizing a Performance Review Evaluation Tool as may be adopted and/or revised by the Town Administrator.

#### XI. HOLIDAY PAY

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

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

### 13. Juneteenth

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

Holidays # 1-6 will be paid in the first pay period in December. Holidays #7-13 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 Chiefs daily rate (annual salary in Article IX divided by 52 divided by 5).

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

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

### XII. PERSONAL LEAVE

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

### 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.

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

- a) Chiefs illness or injury which incapacitates him from duty except where directly traceable to an employer other than the Town or to a work-related injury or illness covered by Chapter 41 Section 1 1 IF 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 Chiefs immediate family requires his personal attendance.
- d) Work related injury of illness shall be compensated under the provisions of Chapter 41 Section 11 IF 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 Town Administrator.
- b) On the completion of the tenth (10<sup>th</sup>) consecutive sick day in a given absence, the Town

Administrator 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 Town Administrator. 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 Chiefs 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.

#### XIV. 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 Chiefs 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.

#### XV. 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. Any or all of the opportunities, including those set forth below, are subject to the Town's ability to pay, which shall be determined by the Town 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: International Association of Chiefs of Police, the Police Executive Research Forum, the New England Association of Chiefs of Police, the Massachusetts Chiefs of Police Association, the National FBI Academy Association, the New England NA Association, LEEDS, Southeastern Massachusetts Chiefs of Police Association, and the Plymouth County Police Chiefs Association.
- E. The Chief of Police may, without loss of pay or vacation time, attend the annual convention of the Massachusetts Chiefs of Police Association, the annual convention of the International Association of Chiefs of Police, the annual conference of the National FBI Academy, and the annual FBI Law Enforcement Executive Development Conference.

XVI. VACATION

- A. The Chief shall be credited with twenty-eight (28) days for each year of the Contract fulfilled.
- B. The Chief shall be entitled to carryover up to thirty (30) vacation days per fiscal year. The Town agrees to buy back up to five (5) accumulated vacation days per fiscal year, at the Chiefs daily rate (annual salary in Article IX divided by 52 divided by 5), upon the Chiefs 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 will give the Town Administrator reasonable advanced written notice of intent to use vacation time.
- 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.

XVII. 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 Department Heads of the Town or Town Meeting does not appropriate sufficient funds.

XVIII. RESIDENCY

The Police Chief shall maintain a permanent residence within the fifteen (15) mile requirement under M.G.L. c. 41, s.99A.



XIX. 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. This Contract will remain in full force and effect while the parties negotiate a new agreement.

XX. APPLICABLE LAW

This Agreement, the interpretations thereof and the enforcement thereof, shall be governed by the laws of the Commonwealth of Massachusetts, including Massachusetts General Laws Chapter 41, Section 1080, to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted. If any provision, or any portion thereof, contained in this Agreement are determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

The monetary items called for by this Agreement are subject to appropriation by Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this                    day  
of February, 2022.



MICHAEL R. MIKSCH

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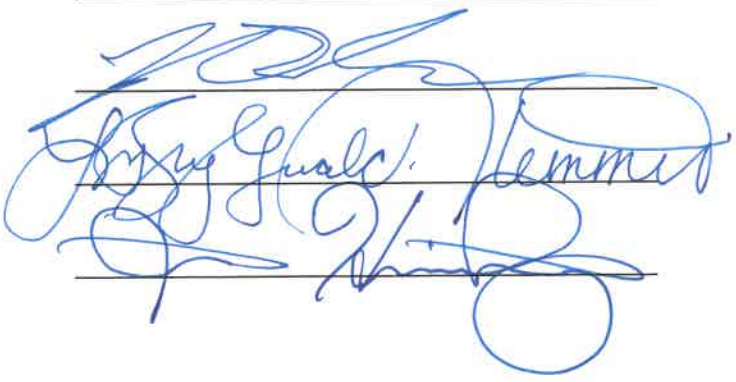
MICHAEL R. MIKSCH

Agreed, this 15 Day of March, 2022

Board of Selectmen

  
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