

**AGREEMENT
BETWEEN
THE TOWN OF HANSON
AND
THE HANSON POLICE RELIEF
ASSOCIATION**

JULY 1, 2021 TO JUNE 30, 2024

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	RECOGNITION AND NON-DISCRIMINATION	1
2	PAYROLL DEDUCTION OF UNION DUES	1
3	MANAGEMENT RIGHTS	1
4	NO STRIKES	2
5	DISCIPLINARY ACTION AND PROBATION	2
6	SENIORITY	3
7	GRIEVANCE PROCEDURE	4
8	STABILITY OF AGREEMENT	5
9	SHIFT BIDDING AND SWAPPED TOURS OF DUTY	6
10	EQUIPMENT AND UNIFORM ALLOWANCE	8
11	BEREAVEMENT LEAVE	9
12	SICK LEAVE	9
13	EXTRA PAID DETAILS AND OVERTIME	11
14	COURT TIME	12
15	PAID HOLIDAYS AND PERSONAL DAYS	12
16	INSURANCE	13
17	UNION BUSINESS LEAVE	13
18	VACATION LEAVE	14
19	LEAVE OF ABSENCE WITHOUT PAY	15

20	HEALTH AND SAFETY	15
21	COMPENSATION	15
22	APPOINTMENTS AND PROMOTIONS	17
23	MISCELLANEOUS	17
24	GOVERNING FACTORS	18
25	DURATION	18

AGREEMENT

This Agreement, effective July 1, 2017 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 I 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, gender, 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 97A and other appropriate governing factors of the Police Department.

The Union acknowledges that the Town has met any bargaining obligation related to the "Manual of Rules and Regulations" that were discussed during the negotiations for the 2013-2016 Contract and that they will replace the Department's existing Rules and Regulations and be issued to and signed for by all members of the bargaining unit. The new regulations will be issued to and signed for by all members of the bargaining unit and take effect December 5, 2013, as indicated therein. The Union reserves the right to challenge the legality and the reasonableness of any such Rule or Regulation, as it is applied.

The Union acknowledges the Chief's Management right to "make and enforce reasonable rules for the safe, efficient and orderly operation of the Department" includes putting in place new and/or revised policies and procedures during the term of the Contract, subject to the Town meeting any bargaining obligations.

The Town may, at its discretion, require officers to wear body cameras, which footage may be used for the purposes of imposing discipline as may be warranted pursuant to Article 5. The Union and Town agree to bargain in good faith to agreement or impasse over a body camera policy prior to the implementation of body cameras.

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: An employee covered by this Agreement will have a right to be accompanied by a union representative (or another member of the bargaining unit) or counsel at interviews or hearings that could lead to discipline, provided that the exercise of the right shall not cause unreasonable delay. If the matter could lead to criminal charges, the employee shall have a right to counsel and be afforded his rights under the law.

A new employee 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 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: Notwithstanding any conflicting general or special law or Town by-law, including without limitation M.G.L. c. 41, section 97A and c. 255 of the Acts of 1981, the parties agree that what is set forth in this section will be the disciplinary process to suspend, impose punishment duty, demote and/or dismiss a member of the bargaining unit. A just cause standard will apply. The Board of Selectmen is the Appointing Authority, but the Chief will have authority to impose punishment duty and/or suspend for up to 30 work days without pay, subject to an appeal to the Board of Selectmen. The Board may impose discipline for the same reason or reasons for which the Chief has imposed discipline.

The member will receive written notice of the discipline contemplated, and the reasons for it not less than five (5) days prior to a hearing on the contemplated discipline. If the discipline contemplated falls within the authority of the Chief, the hearing will be before the Chief or a hearing officer designated by the Chief. If the discipline contemplated exceeds the Chief's authority, the hearing will be before the Board or a hearing officer designated by the Board. The member may have legal representation at the hearing. The member will be notified in writing of the decision within seven (7) calendar days after the close of the hearing or, if a hearing officer conducts the hearing, seven (7) calendar days after the hearing officer submits a report to the Chief or the Board.

If the Chief imposes the discipline, the member will have seven (7) calendar days to file a written appeal of the Chief's decision to the Board of Selectmen but the Chief shall not be obligated to delay imposition of the discipline. The appeal must state the grounds on which the discipline should be reduced or overturned. The Board shall hear the appeal within 30 (thirty) calendar days and issue a written decision within seven (7) calendar days. The member's failure to file a timely appeal constitutes a waiver of any appeal.

Within fifteen (15) calendar days after the date that the Board issues a decision on discipline, including a decision on an appeal of discipline imposed by the Chief, the Union may submit an appeal of that decision in writing to arbitration. Such submission to arbitration shall be in writing and shall state the specific provisions of the Agreement alleged to have been violated, with a copy to the Chairman of the Board of Selectmen, the Town Administrator and the Police Chief.

The Arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree within fifteen (15) calendar days, the Arbitrator shall be selected in accordance with the procedures of the American Arbitration Association. 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.

A member's failure to comply with the requirements to appeal discipline at any point of the disciplinary process shall mean that the member has waived any further appeal and the discipline is final. Appeal timelines may be extended by mutual agreement of the parties in writing.

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 in current 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 or injury time, military service or temporary lay-off. Seniority shall not be broken for any unpaid leave of absence approved by the Chief of Police and the Board of Selectmen, provided that, upon return from the leave of absence, the employee works twice the length of the leave of absence. For suspensions imposed on any bargaining unit member hired after July 1, 2005, the term of a suspension shall not count toward the accrual of seniority but it shall not break seniority.

SECTION 3: In the event of a reduction in force, lay-off shall be in inverse order of appointment date to a rank, with the town determining which ranks have to be reduced. Written notification shall be made to each employee being laid off at least fourteen days prior to the effective date of the layoff. Said notification shall state the effective date of the layoff. Any recall to work shall be by seniority.

For shift bidding, seniority will be determined by time in rank. For vacation preference, seniority will be determined by total years of continuous service as a police officer.

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 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 Town Administrator, 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 Town Administrator, 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 Town Administrator. 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 anyone 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 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 the previous bid to bid their choice.
5. Sergeants will bid separately from patrolmen, by seniority within their rank.
6. Subject to the Chief's managerial rights, including as set forth in this Article: The shift and days off for each position shall be determined by the shift bid. If, after a new shift bid, Union does not agree that it should be implemented, the existing bid shall remain in place.
7. The Chief can override all or part of a bid selection(s) at any time if the Chief determines that it is in the best interests of the Department. Grounds for an override shall include but not be limited to the avoidance of regularly scheduled

back to back shifts for any officer, a determination that an officer(s) will be more productive on a different shift, the balancing of shifts, filling a vacancy or opening on a shift, including one caused by a long term absence, and controlling overtime expenses. 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. Subject to the Chief's managerial rights, the Chief shall assign the most senior applicant for the position and, if no one is willing to fill the opening or vacancy, the Chief will assign the junior officer.

- a. Prior to an override, the Chief will first discuss his concerns with the Union for a period no less than fourteen (14) calendar days. If the matter is not resolved the Chief will not be arbitrary or capricious in implementing an override.
8. The Department shall not incur overtime related to the transition of an officer from one shift to another as a result of a shift bid. If, as a result of the implementation of a new shift bid, an officer is scheduled to work five (5) days in a row, the officer will be provided with a half day of paid administrative leave; if scheduled for six (6) days in a row, one day of paid administrative leave; seven (7) days in a row, one and one half days of paid administrative leave; and eight (8) days in a row, two days of paid administrative leave. The administrative leave shall be scheduled with the approval of the Chief.
 9. Notwithstanding anything in this Section 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 at least three (3) months, during which time his schedule shall be as assigned by the Chief. The Officer shall receive at least two (2) weeks' notice of any change in shift assignment. The Officer shall be permitted to bid at the next regular shift bid following the three-month period.
 10. For the positions of Prosecutor, School Resource Officer, Detective, DARE Officer and Operations Officer, the Chief shall establish and post minimum qualifications which shall be reasonably related to the actual requirements and duties of the position. These positions may be assigned an administrative schedule at the discretion of the Chief of 5 and 2. Each position assigned a 5 and 2 schedule shall earn 8 and ½ administration days on July 1 and 8 and ½ administration days on January 1. Administration days will be taken off at the officer's discretion after consulting with the Chief.
 - a. The positions of Firearms Officer, Detective, School Resource Officer and Prosecutor shall receive an annual stipend of \$2,000.00. The position of Operations Officer will receive an annual stipend of \$2,000. Each

annual stipend shall be paid bi-annually (50%) in the pay period of July 1 and January 1 to the assigned officer.

- b. 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.
- c. The selection of these positions by the Chief 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: The Chief shall have the authority to reassign Officers to the day shift for five (5) days each year for purposes of attendance at annual in-service training. Each bargaining unit member shall receive a stipend of \$600.00 each year in recognition of the right to make such reassignment, which shall be paid in the last payroll in August.

SECTION 4. Effective July 1, 2014, each officer will be allowed up to 4 hours of overtime each year fiscal year to attend police training that they request with advance notice to and approval of the Chief.

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 duty belt, 1 baton with holster, 2 pair of handcuffs with case, 1 traffic vest, 1 sidearm and duty holster, 1 off-duty holster, 1 traffic belt, 1 ammo clip w/case, 1 portable radio and holster, 1 garrison belt, 1 pair boots, 1 raincoat, 1 citation book holder, 1 multi-purpose 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:

5 pairs of pants, 5 long sleeved shirts, 5 short sleeved shirts, 1 dress uniform, 2 white shirts, 2 hats, 2 neckties, 1 pair of leather boots.

In order to maintain the above clothing items, the clothing allowance will be \$1,000. This clothing allowance 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 \$675 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 11F.
- 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.
- C. After details are offered to regular full time officers, they will be offered to full-time officers who have retired who qualify for appointment as special police officers and have been so appointed, as determined by the Town.

SECTION 2: Paid detail an overtime will be compensated as follows for all Officers:

- A. Detail work performed for the Town of Hanson/Whitman Hanson Regional School District will be paid the detail officer's overtime rate ("Town detail rate")—last hourly rate for retired officers---with the exception of any details that are paid for by a private entity as a result of the use of Town and school facilities.
- B. The detail rate for work performed for any private enterprise ("outside detail rate") shall be as follows:
 1. Effective October 1, 2021, the regular outside detail rate shall be \$54 an hour.
 2. Effective July 1, 2022, the detail rate shall be \$56

3. Effective July 1, 2023, the detail rate shall be \$58
 4. The detail rate shall be increased to time and a half the detail rate after 8 hours worked.
 5. The rate shall increase to time and a half the detail rate for details worked between the hours of 6:00 p.m. and 6:00 a.m. weekend days and nights and holidays.
- 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.
- D. All work performed under section 2 shall include a four (4) hour minimum. If an Officer is assigned to work and does work four (4) or more hours at a detail other than a detail paid for by the Town or Whitman-Hanson Regional School District, the Officer will be paid eight (8) hours.
- E. An officer shall be paid a minimum of eight (8) hours at the applicable detail rate, for any detail requested with less than eight (8) hours' notice, i.e. requested less than eight (8) hours prior to the start of the detail.
- F. Each Monday to Sunday pay period, the Town shall calculate FLSA overtime pay for each officer using all non-discretionary pay, which includes base pay, night shift pay, training stipend pay, specialty assignment pay, education stipend pay, and Town detail pay, but not third party detail pay. This FLSA overtime calculation shall be in accordance with all FLSA rules on overtime pay for public safety employees, specifically the extended minicom work period hours for public safety employees, and the provisions this Agreement. The parties agree that the Town adopted a 7-day pay period for FLSA purposes. For purposes of counting hours worked, the Town will use a 40-hour regularly scheduled work week, regardless of short weeks or vacation or compensatory time, but excluding sick or injured leave. If the officer earned more under this FLSA agreement than under the contract, the Town will pay to the officer the difference in his or her regular paycheck.

ARTICLE 14 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 15
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	Martin Luther King Day
Washington's Birthday	Patriot's Day
Memorial Day	Juneteenth
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

SECTION 2: Each Officer will be guaranteed twelve (12) 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, 2011, each bargaining unit member shall be entitled to three (3) personal days. The first personal day may be used at the discretion of the officer. The second and third personal days may be used by the officer as desired with the approval of the Chief. A request for the second and third personal days 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 and third personal day without five days prior notice in an emergency.

SECTION 5: Effective July 1, 2009, each officer shall be allowed one (1) floating holiday each fiscal year, compensated as a day off with pay, with the scheduling of the holiday subject to the approval of the Chief or his designee.

ARTICLE 16
INSURANCE

SECTION 1:

The Town will pay 50% (fifty percent) of the premium cost for the PPO and/or POS plans it currently offers.

For employees hired before July 1, 2017, the Town will pay 90% (ninety percent) of the monthly premium cost for the individual plan and 80% (eighty percent) of the monthly premium cost for the family plan for the HMOS (HMO Blue and Harvard Pilgrim) it currently offers.

For employees hired on or after July 1, 2017, the Town will pay 75% (seventy-five percent) of the monthly premium cost for the individual plan and 65% (sixty-five percent) of the monthly premium cost for the family plan for the HMOS (HMO Blue and Harvard Pilgrim) it currently offers.

Except for the Town's contribution toward the monthly premium, employees, will be obligated to pay all other costs associated with the health insurance plans, including without limitation any co-pays and deductibles.

The Town agrees to contract for a Flexible Spending Account and pay the monthly assessment for each employee who participates.

Notwithstanding this Agreement, the parties retain all of their rights and obligations with respect to the 2011 health insurance reform legislation ("An Act Relative to Municipal Health Insurance").

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 17 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 18
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

The first allotment of vacation shall be credited on the completion of the officer's first full year of service with the Department. The second allotment of vacation shall be credited on July 1 following the officer's first anniversary of employment whether or not this actually constitutes a second full year of service. Subsequent allotments of vacation will be credited each July 1 based on the completion of another full year of service. However, an officer who does not complete a full fiscal year of service because of retirement will be credited with vacation on a pro-rated basis, with 1/12 of a year's vacation credited for each month of service. Except in extraordinary circumstances, an officer shall notify the Chief at least three months in advance of the officer's intended retirement date so the Chief can plan for the additional vacation in the budget.

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 the Contract, and (b) vacation leave may be taken in individual days.

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. The Chief will assign vacation time to any officer who does not make the required submission.

SECTION 4: Other than requests to use vacation time on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Fourth of July and Labor Day, generally, a request for a vacation day(s) other than the days covered in Section 3 shall be allowed if the request is submitted in writing no less than 48 hours before the requested time off. If the Chief determines that the shift must be filled, he will determine how to fill it, including without limitation by holding over an officer from the shift prior to the vacation shift. Holdovers will be by reverse seniority on a rotating basis.

A request for a vacation day(s) submitted in writing less than 48 hours in advance of the requested time off shall be allowed if the Chief determines that the shift does not need to be filled or if

coverage can be obtained by resorting to the voluntary overtime list. If not, the Chief may deny the request.

A request to use vacation leave on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Fourth of July and Labor Day shall be submitted at least 30 (thirty) calendar days in advance of the holiday. Otherwise, it will be in the exclusive discretion of the Chief to allow it or deny it.

Nothing herein shall constitute a waiver of the Town's or Union's positions on the question of whether the Town may deny vacation requests based upon the financial needs of the Department. Nothing herein shall affect the extent of the Chief's authority to mandate overtime.

ARTICLE 19 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 20 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 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 21 COMPENSATION

SECTION 1:

- (a) Effective the first full pay period after July 1, 2021, prior to the base wage increases set forth herein, the Step 1 Sergeant rate shall be calculated at twelve percent (12%) above the Step 4 Patrol rate.
- (b) Effective the first full pay period after July 1, 2021, prior to the base wage increases set forth herein, a new Step for the rank of Patrol Officer, 2% (two percent) above the Step 4 rate, will be added. A Patrol Officer is eligible to advance to Step 5 after the completion of ten (10) consecutive years of full-time service in the Department. Subsequent steps shall be renumbered.
- (c) Base Wage increases
- Effective the first full pay period after July 1, 2021, increase salaries by 2% (two percent).
 - Effective the first full pay period after July 1, 2022, increase salaries by 2.25% (two and one quarter percent).
 - Effective the first full pay period after July 1, 2023, increase salaries by 2.25% (two and one quarter percent).
- (d) Patrol officers are eligible to advance to Step 5 after the completion of 10 consecutive years of full-time service in the Department. Step 5 shall be 2% above the Step 4 rate.
- (e) Patrol officers are eligible to advance to Step 6 after the completion of 20 consecutive years of full-time service in the Department. Step 6 shall be 2% above the Step 5 rate.
- (f) Patrol officers are eligible to advance to Step 7 after the completion of 25 consecutive years of full-time service in the Department. Step 7 shall be 2% above the Step 6 rate.
- (g) Effective the first full pay period after July 1, 2017, a new Step 2 for the rank of Sergeant, 2% (two percent) above the current Step 1, will be added. A Sergeant is eligible to advance to Step 2 after a year at Step 1 provided the Sergeant has 25 (twenty-five) consecutive years of combined (Patrol Officer and Sergeant) full time service in the Department.

(h) Effective the first full pay period after July 1, 2018, a Sergeant's eligibility for Step 2 will be after 20 (twenty) consecutive years of combined full time service in the Department and a new Step 3 for the rank of Sergeant, 2% (two percent) above the Step 2 rate, will be added. A Sergeant is eligible to advance to Step 3 after completing a year of Service at Sergeant Step 1 and a year of Service at Sergeant Step 2 provided that the Sergeant has 25 (twenty-five) consecutive years of combined full time service in the Department.

SALARY SCHEDULE

	7/1/2021 2% Increase	7/1/2022 2.25% Increase	7/1/2023 2.25% Increase
PATROL OFFICERS			
Step 1 0 – 12 months	56,411.08	57,680.33	58,978.14
Step 2 13 – 24 months	60,751.78	62,118.70	63,516.37
Step 3 25 – 36 months	65,135.37	66,600.92	68,099.44
Step 4 37+ months	69,430.64	70,922.82	72,590.16
Step 5 after 10 yrs	70,819.25	72,412.68	74,041.97
Step 6 after 20 yrs	72,235.63	73,860.93	75,522.81
Step 7 after 25 yrs	73,680.35	75,338.15	77,033.26
SERGEANTS			
Step 1	77,762.32	79,511.96	81,300.98
Step 2 after 20 yrs combined service	79,317.56	81,102.20	82,927.00
Step 3 after 25 yrs combined service	80,903.91	82,724.25	84,585.54

SECTION 2 – CAREER INCENTIVE PAY:

Effective July 1, 2021, career incentive pay shall be provided to qualifying officers, payable in the first payroll in December, as specified here as follows (not compounding):

- Associate's degree: 6% of annual base pay
- Bachelor's degree: 10% of annual base pay
- Master's degree: 12.5% of annual base pay

Effective July 1, 2022, career incentive pay shall be provided to qualifying officers as specified here as follows (not compounding):

- Associate's degree: 7.5% of annual base pay, 6% payable in the first payroll in December; 2.5% payable in the first payroll in June
- Bachelor's Degree: 15% of annual base pay, 10% payable in the first payroll in December; 5% payable in the first payroll in June
- Master's Degree: 18.75% of annual base pay, 12.5% payable in the first payroll in December; 6.5% payable in the first payroll in June

Effective July 1, 2023, career incentive pay shall be provided to qualifying officers as specified here as follows (not compounding):

- Associate's degree: 10% of annual base pay, 5% payable in the first payroll in December; 5% payable in the first payroll in June
- Bachelor's degree: 20% of annual base pay, 10% payable in the first payroll in December; 10% payable in the first payroll in June
- Master's degree: 25% of annual base pay, 12.5% payable in the first payroll in December; 12.5% payable in the first payroll in June

The payments will be made in equal lump sum payments in the first payroll periods in December and June. As a condition of making such payments, the Town may require an officer to submit information to substantiate the completion of the degree, in an institution accredited by the New England Association of Schools and Colleges. Further, the officer must notify the Chief in writing by November 1 of the fiscal year preceding the fiscal year in which payments will be owed of the officer's anticipated receipt of a qualifying degree.

Officers hired on or before June 30, 2021 shall qualify for career incentive pay after providing proof a degree in fields related to criminal justice, provided however that officers hired on or before June 30, 2021 holding a Bachelor's degree in any field shall so qualify.

Officers hired after June 30, 2021 shall qualify for career incentive pay after providing proof a degree in fields related to criminal justice, provided however the Police Chief may approve qualification of another degree deemed in his/her sole discretion to enhance the effective or efficient operations of the department, which decision shall be final and not be subject to the grievance and arbitration provisions of the contract.

SECTION 3:

1. Effective the first full pay period after July 1, 2017, an officer will be paid \$8 (eight dollars) per shift for actually working an evening, impact or night shift.
2. Effective the first full pay period after July 1, 2018, an officer will be paid \$9 (nine dollars) per shift for actually working an evening, impact or night shift.
3. Effective the first full pay period after July 1, 2019, an officer will be paid \$10 (ten dollars) per shift for actually working an evening, impact or night shift.

SECTION 4: When a Sergeant is not working a shift, the patrol officer who is assigned by the Chief to serve and perform the duties of the Officer in Charge (“OIC”) for the shift will be paid \$15 (fifteen dollars) for the shift.

ARTICLE 22 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 23 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.

SECTION 6: As soon as practicable given the equipment and training required, the Chief will implement programs to have officers administer naloxone and provide pre-hospital defibrillation under a written policy disseminated by the Chief. The Chief, in his discretion, may do the same in the future with respect to epi-pens.

Members of the bargaining unit will be paid overtime to complete any start-up training for any of the programs described in paragraph 1. Any subsequent re-fresher training is covered by the annual in-service training provisions (Article 9, SECTION 3) of the Police Contract.

Effective July 1, 2014, each officer will be allowed up to 4 hours of overtime pay each fiscal year to attend police training that they request with advance notice to and approval of the Chief.

ARTICLE 24 GOVERNING FACTORS

Definition of Governing Factors:

1. Any special laws governing the Hanson Police Department.
2. Any general law specifically relating to Police Departments for the Commonwealth of Massachusetts.
3. Article X of the By-Laws of the Town of Hanson.

ARTICLE 25 DURATION

This agreement shall take effect July 1, 2021 and shall continue in force to and including June 30, 2024.

In the event a new contract has not been signed by June 30, 2024, the terms of the current contract shall continue in force until a new agreement shall have been reached.

HANSON POLICE RELIEF
ASSOCIATION

Daniel C. Cochran
Michelle H
JH
T. Kelly
Edon

Dated: 8/23/2022

TOWN OF HANSON

[Signature]
[Signature]
Edwin Healy
[Signature]
Amber

Dated: 08/23/2022